

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790190

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sierra Wireless, Inc.		01/21/2023	Limited Company: NOVA SCOTIA
RECEIVING PARTY DATA			
Name:	Semtech Corporation		
Street Address:	200 Flynn Road		
City:	Camarillo		
State/Country:	CALIFORNIA		
Postal Code:	93012		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4110874	AIRPRIME	
Registration Number:	4243932	AIRVANTAGE	
Registration Number:	5153592	CF3	
Registration Number:	4698092	LEGATO	
Registration Number:	4853539	LEGATO	
Registration Number:	5578114	MANGO	
Registration Number:	5184368	MANGO	
Registration Number:	5174239	MANGO	
Registration Number:	4177465	SIERRA WIRELESS	
Registration Number:	5102879	PROJECT MANGO	
Registration Number:	4287452	SIERRA WIRELESS	
Registration Number:	2726412		
Registration Number:	6938384	OCTAVE	
Registration Number:	4958080	SIERRA WIRELESS SKYLIGHT	
CORRESPONDENCE DATA			
Fax Number:	2125562222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			

CH \$365.00 4110874

Phone: (212) 556-2128
Email: nytrademarks@kslaw.com
Correspondent Name: King & Spalding LLP / Maren C. Perry
Address Line 1: 1185 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 23385.042001

NAME OF SUBMITTER: Maren C. Perry

SIGNATURE: /mcp/

DATE SIGNED: 02/27/2023

Total Attachments: 21

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made as of January 21, 2023 (the "**Effective Date**")

BETWEEN:

SEMTECH CORPORATION

a company existing under the laws of the state of Delaware

(hereinafter referred to as the "**Assignee**"),

- and -

SIERRA WIRELESS, INC.

a company amalgamated under the laws of the Province of Nova Scotia

(hereinafter referred to as the "**Assignor**"),

WHEREAS:

- A. The Assignor is the registered and beneficial owner of certain intellectual property that is applied for, registered, or otherwise enforceable, in the United States (the "**Sierra Canada US IP**"), which includes patents (including the patents and applications set out in Schedule 1 hereof, referred to herein as the "**Patents**"), registered designs (including the registered designs and applications set out in Schedule 2 hereof, referred to herein as the "**Registered Designs**"), inventions, copyright and related rights, trade-marks and service marks (including the registered trade-marks and the applications, and the unregistered trade-marks and trade names, set out in Schedule 3 and Schedule 4 hereof, collectively referred to herein as the "**Trade-marks**"), trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, designs, rights in computer software, database rights, know-how, trade secrets, marketing ideas and concepts, customer lists, all data, formulae, mask works and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and the right to be granted renewals or extensions of, and rights to claim priority from, these rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, and which, for the avoidance of any doubt, also includes:
1. any registrations granted by the United States Patent and Trademark Office pursuant to any of the applications comprised in the Patents, Registered Designs and Trade-marks;
 2. all goodwill in the United States attaching to the Trade-marks and in respect of the business relating to the goods or services for which the Trade-marks are registered or used;
 3. the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in the United States in respect of any infringement, or any other cause of action arising from ownership, of any of the Sierra Canada US IP whether occurring before, on, or after the date of this assignment; and
 4. any rights exploitable in the United States under the licenses to which Assignor is a party, but limited to the ability of Assignor to convey such rights and Assignee

reimbursing Assignor for any expense that Assignee requires Assignor to incur in order to transfer any such rights;

■ [REDACTED]

■ [REDACTED]

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of good and valuable consideration (the receipt and adequacy of which is acknowledged by each party) and the respective covenants, representations and warranties of the parties contained herein, the parties hereby agree as follows:

ARTICLE 1
ASSIGNMENT

1.1 **Assignment**

Effective as of the Effective Date, the Assignor hereby assigns and transfers to the Assignee all of its right, interest and title in and to the Sierra Canada US IP.

[REDACTED]

[REDACTED]

1.3 **Moral Rights**

All authors of the Sierra Canada US IP have waived their moral rights in favour of the Assignor. Assignor shall obtain moral rights waivers in favour of Assignee, but only to the extent of the ability of Assignor to obtain such waivers, and Assignee reimbursing Assignor for any expense that Assignee requires Assignor to incur in order to obtain such waivers.

1.4 **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of that right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

1.5 Further Assurance

The Assignor shall, at the Assignee's cost, use all reasonable endeavours to execute and deliver any documents and perform any acts as may reasonably be required for the purpose of giving full effect to this assignment.

Without limiting the generality of the forgoing, so that the Assignee may realize the full benefit of the Sierra Canada US IP, the Assignor, as legal title holder of the Sierra Canada US IP, covenants and agrees that it will, at the request and expense and under the direction of the Assignee, in the name of the Assignor or otherwise as the Assignee specifies:

- (i) hold the Sierra Canada US IP for the benefit of the Assignee;
- (ii) take all such action and do or cause to be done all such things as are, in the opinion of the Assignee, necessary or proper in order that the obligations of the Assignor may be performed in such manner that the value of the Sierra Canada US IP are preserved and enure to the benefit of the Assignee, and that the collection of moneys due and payable to the Assignee in and under the Sierra Canada US IP (and all rights and benefits thereunder) are received by the Assignee; and
- (iii) promptly pay over to the Assignee all moneys collected by or paid to the Assignor in respect of the Sierra Canada US IP.

ARTICLE 2 MISCELLANEOUS

2.1 Governing Law

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

2.2 Sections and Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference herein to a particular Article or Section refers to the specified Article or Section of this Agreement.

2.3 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or unenforceability of the remaining provisions hereof and each provision is hereby declared to be separate, severable and distinct.

2.4 Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and their respective successors and permitted assigns, as applicable.

2.5 **Further Assurances**

The parties shall with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to give effect to the purpose of this Agreement and carry out its provisions.


2.6 **Counterparts**

This Agreement may be executed in counterparts, each of which shall constitute an original and both of which taken together shall constitute one and the same instrument.


[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF the parties hereto have executed this Assignment on the date first written above.

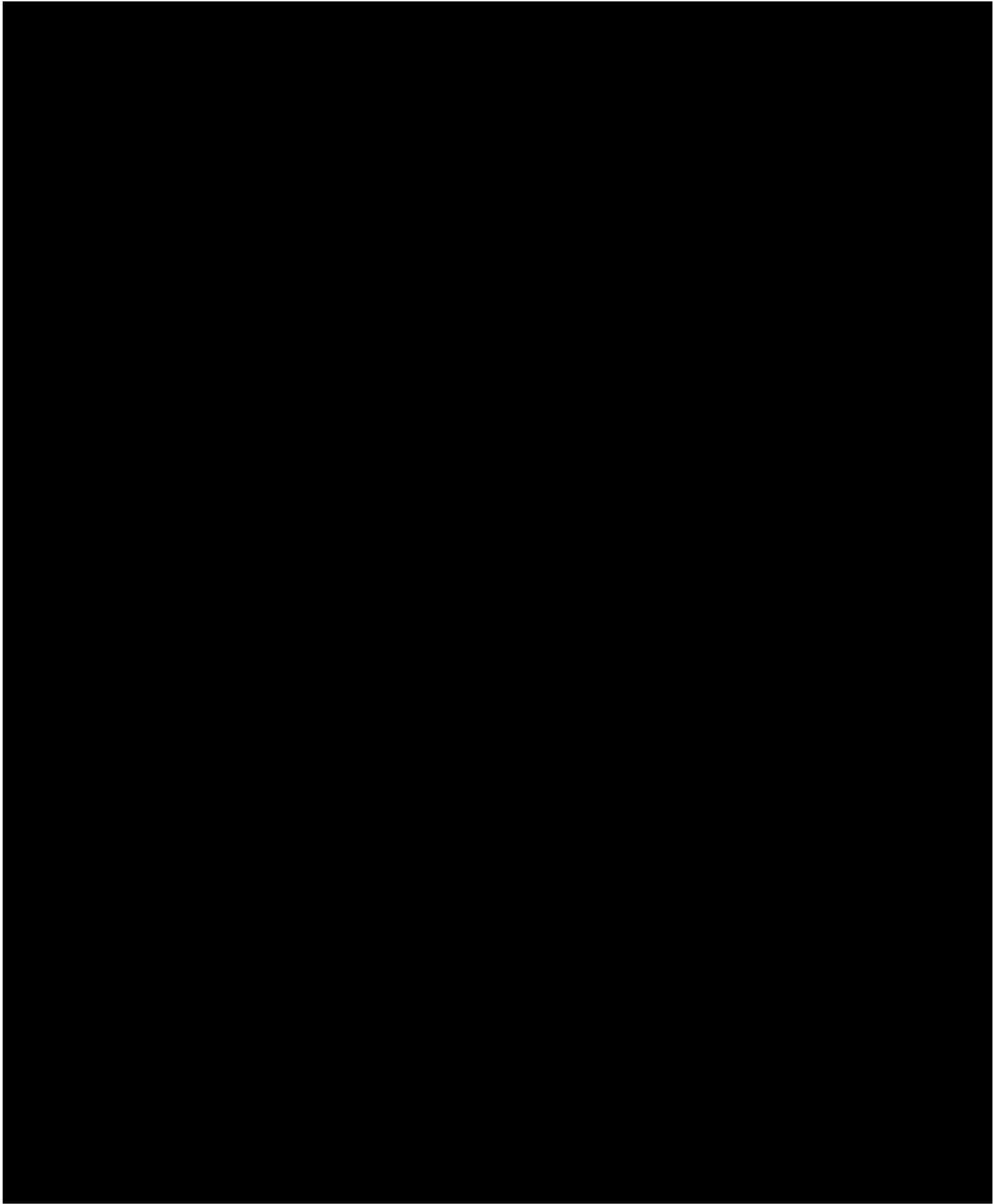
SEMTECH CORPORATION

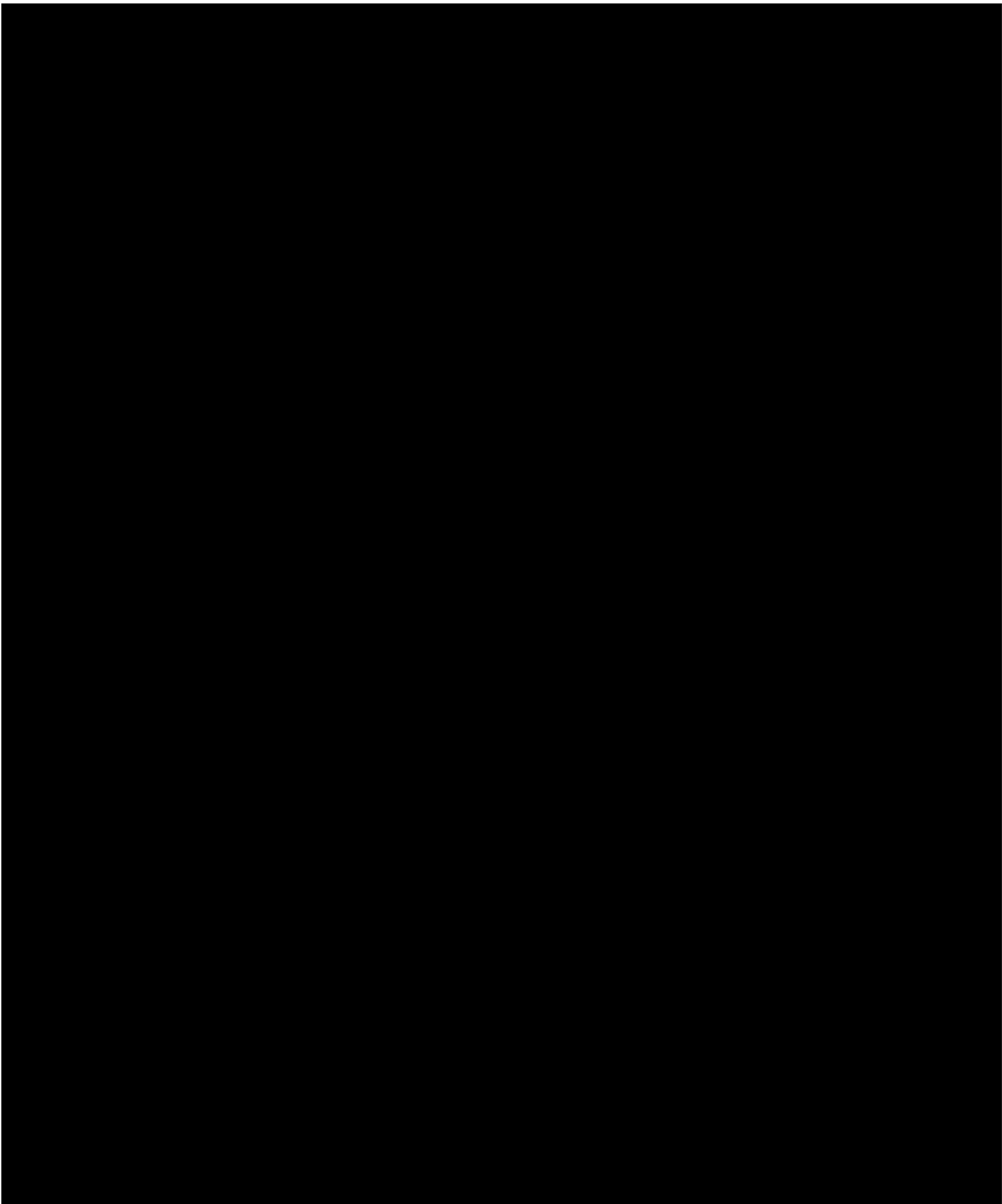
By: 
Name: Emeka Chukwu
Title: Chief Financial Officer

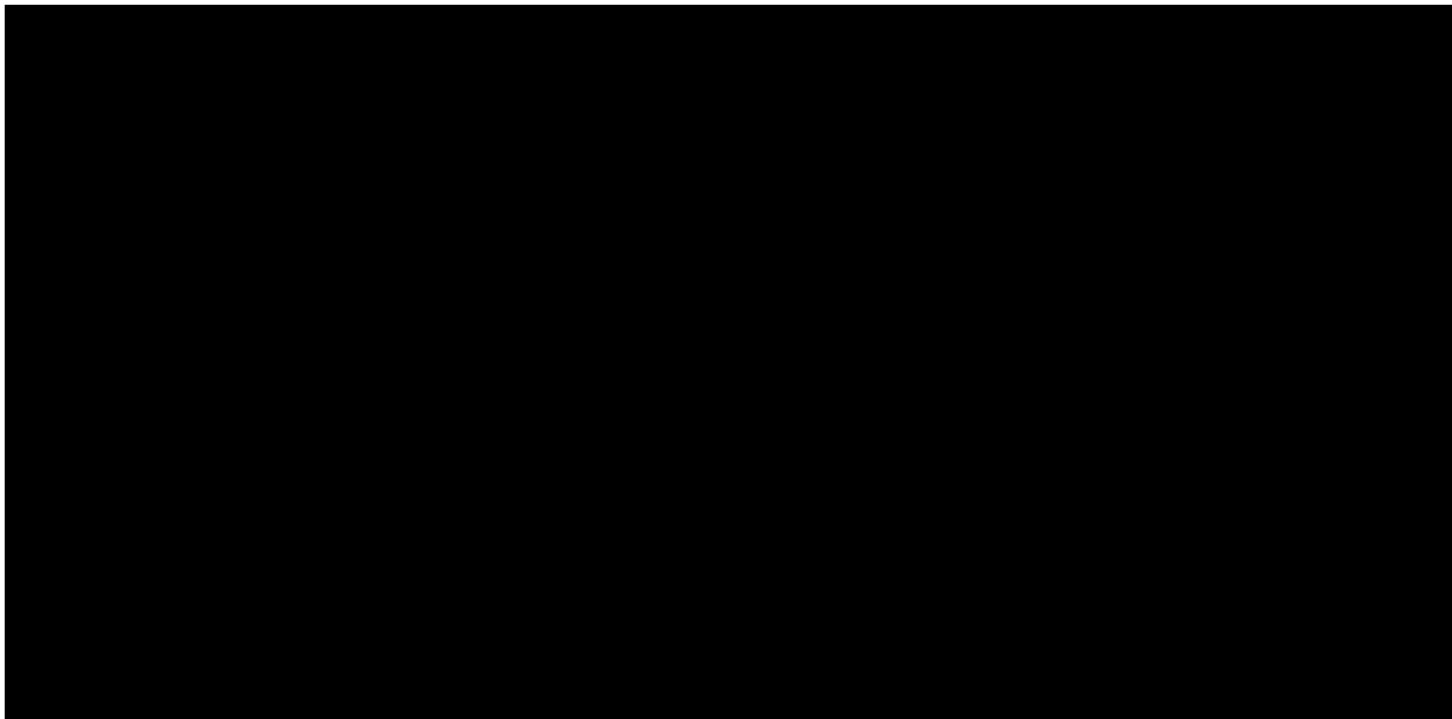
SIERRA WIRELESS, INC.

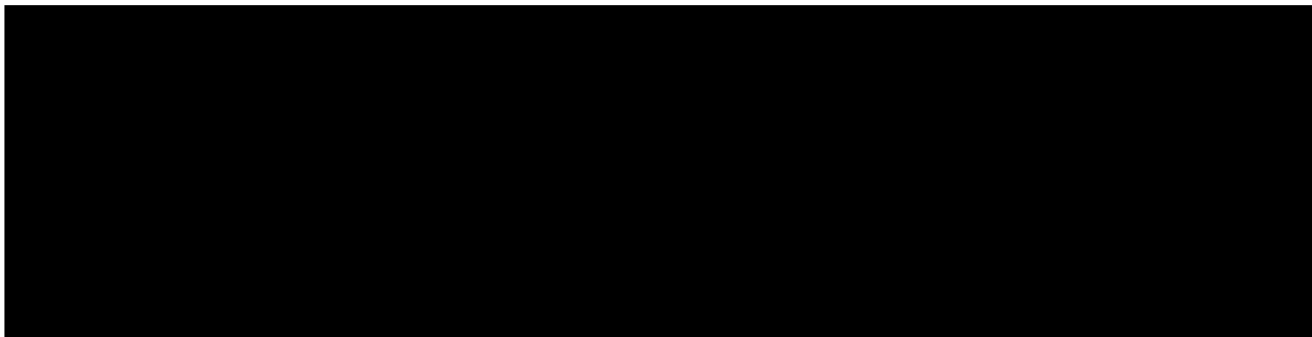
By: 
Name: Emeka Chukwu
Title: President and Chief Financial Officer

TRADEMARK
REEL: 007986 FRAME: 0585










Schedule 3 Registered Trade-Marks and Applications

Country	Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner of Record
US	AIRPRIME	85100974	05-Aug-10	4,110,874	13-Mar-12	Sierra Wireless Inc.
US	AIRVANTAGE	77895705	17-Dec-09	4,243,932	20-Nov-12	Sierra Wireless Inc.
US	CF3	86650350	03-Jun-15	5,153,592	7-Mar-17	Sierra Wireless Inc.
US	LEGATO	86064008	13-Sep-13	4,698,092	10-Mar-15	Sierra Wireless Inc.
US	LEGATO	86161474	09-Jan-14	4,853,539	17-Nov-15	Sierra Wireless Inc.
US	MANGO	87375399	17-Mar-17	5,578,114	9-Oct-18	Sierra Wireless Inc.
US	MANGO	86818504	12-Nov-15	5,184,368	18-Apr-17	Sierra Wireless Inc.
US	MANGO	86855676	21-Dec-15	5,174,239	4-Apr-17	Sierra Wireless Inc.
US	SIERRA WIRELESS	77922725	28-Jan-10	4,177,465	24-Jul-12	Sierra Wireless Inc.
US	SIERRA WIRELESS	79226015	8-Nov-16	5,742,082	7-May-19	Sierra Wireless Inc.
US	PROJECT MANGO	86664184	16-Jun-015	5,102,879	20-Dec-16	Sierra Wireless Inc.
US	SIERRA WIRELESS	85084290	14-Jul-2010	4,287,452	12-Feb-13	Sierra Wireless Inc.
US		76211736	20-Feb-01	2,726,412	17-Jun-03	Sierra Wireless Inc.
US	OCTAVE	88203627	22-Nov-18	-	-	Sierra Wireless Inc.
US	SIERRA WIRELESS SKYLIGHT	86059457	9-Sep-13	4,958,080	17-May-16	Sierra Wireless Inc.



AMENDMENT #1 TO ASSIGNMENT AGREEMENT

THIS AMENDMENT AGREEMENT (this "Amendment") is made effective as of January 21, 2023 (the "Effective Date")

BETWEEN:

SEMTECH CORPORATION

a company existing under the laws of the state of Delaware

(hereinafter referred to as the "Assignee"),

- and -

SIERRA WIRELESS, INC.

a company amalgamated under the laws of the Province of Nova Scotia

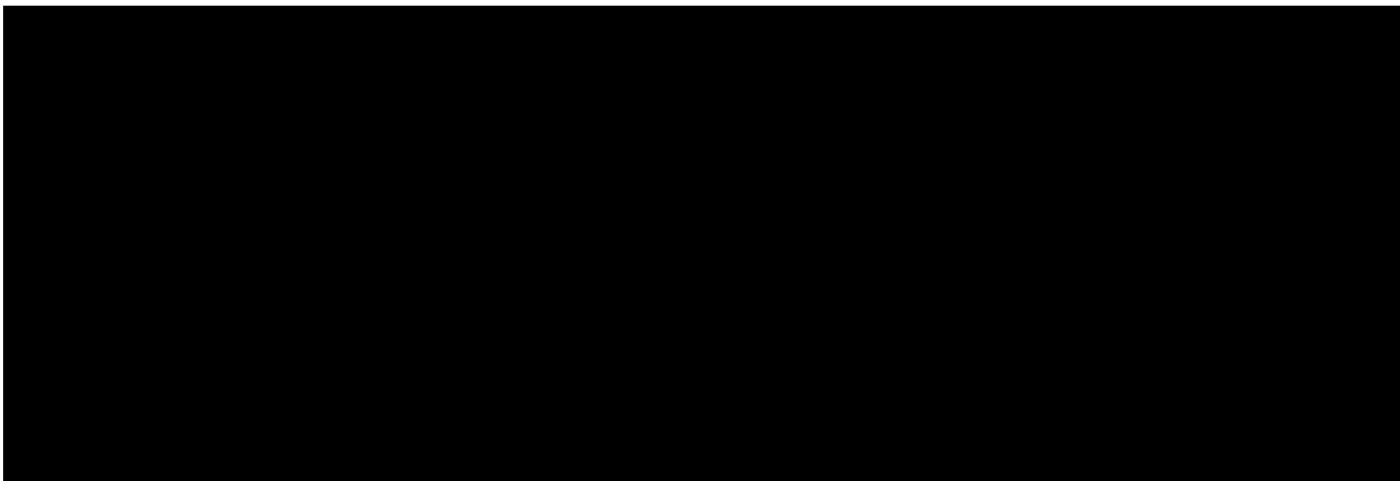
(hereinafter referred to as the "Assignor").

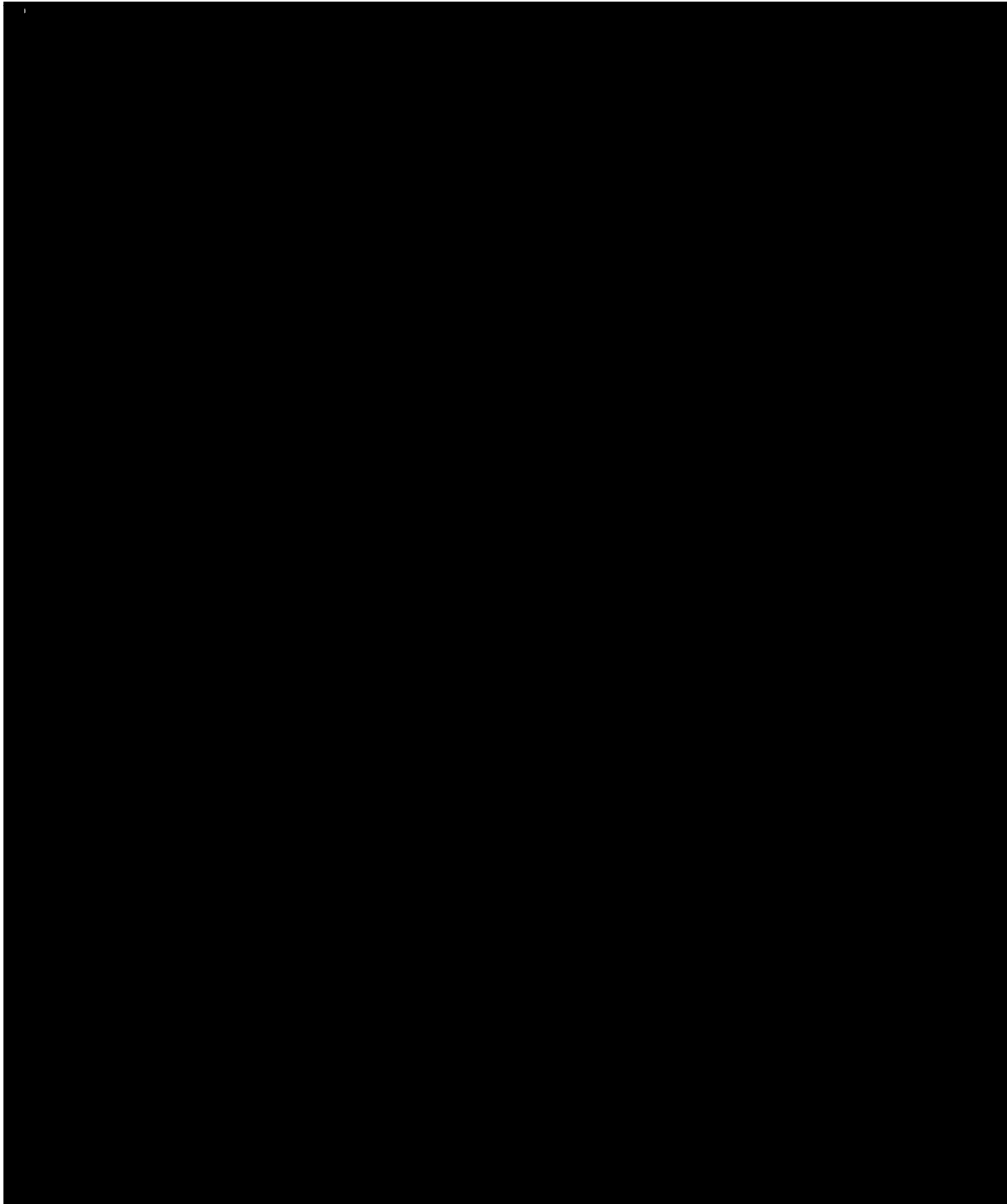
WHEREAS:

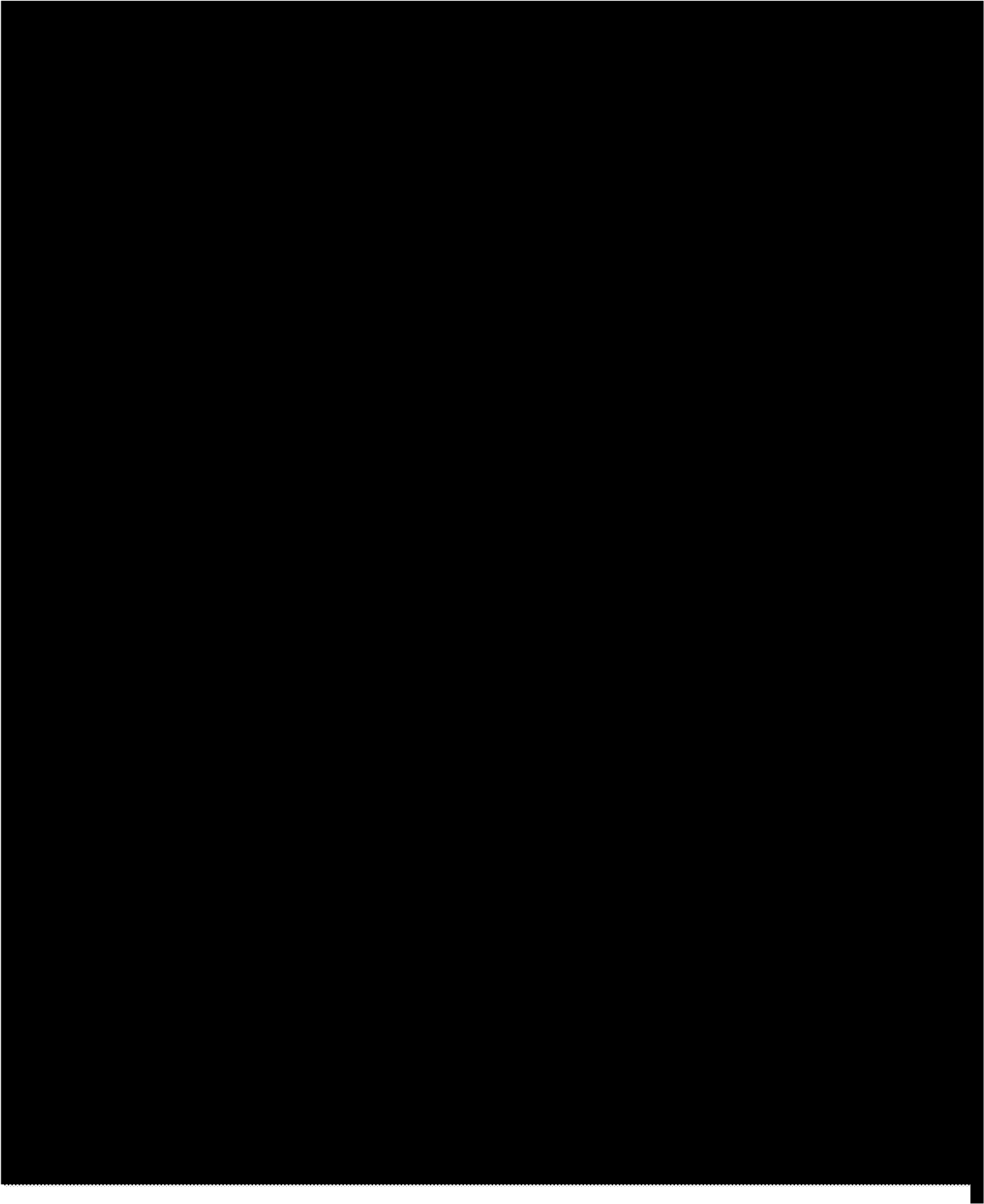
- A. The Assignor and the Assignee entered into an assignment agreement dated as of January 21, 2023 (the "Assignment Agreement") whereby Assignor, as the registered and beneficial owner of certain intellectual property that is applied for, registered, or otherwise enforceable, in the United States assigned and transferred to Assignee all of its right, interest and title in such intellectual property;
- B. all terms not otherwise defined in this Amendment shall have the respective meanings given to them in the Assignment Agreement;

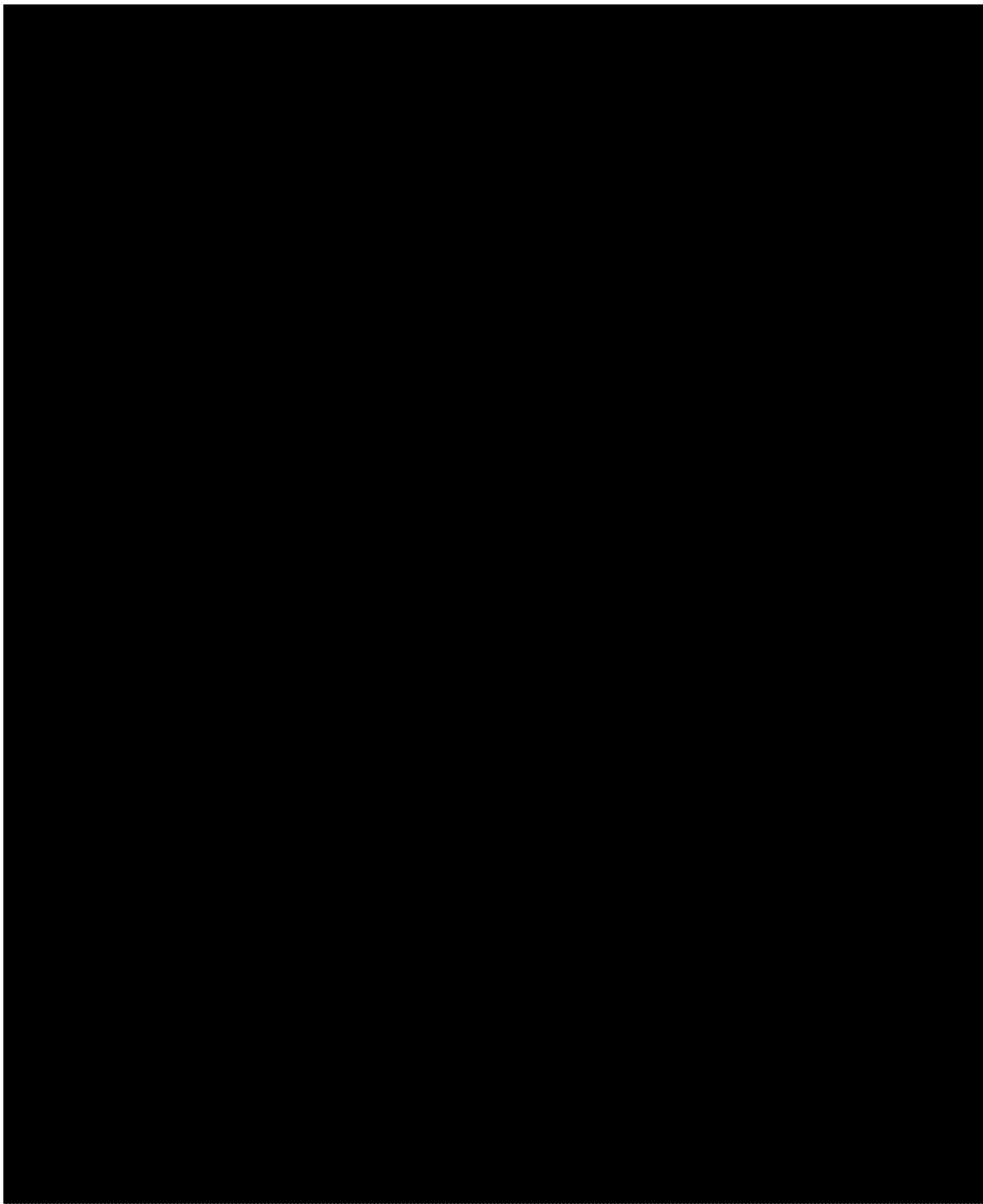
NOW THEREFORE THIS AMENDMENT WITNESSES THAT in consideration of good and valuable consideration (the receipt and adequacy of which is acknowledged by each party), the parties hereby agree as follows:

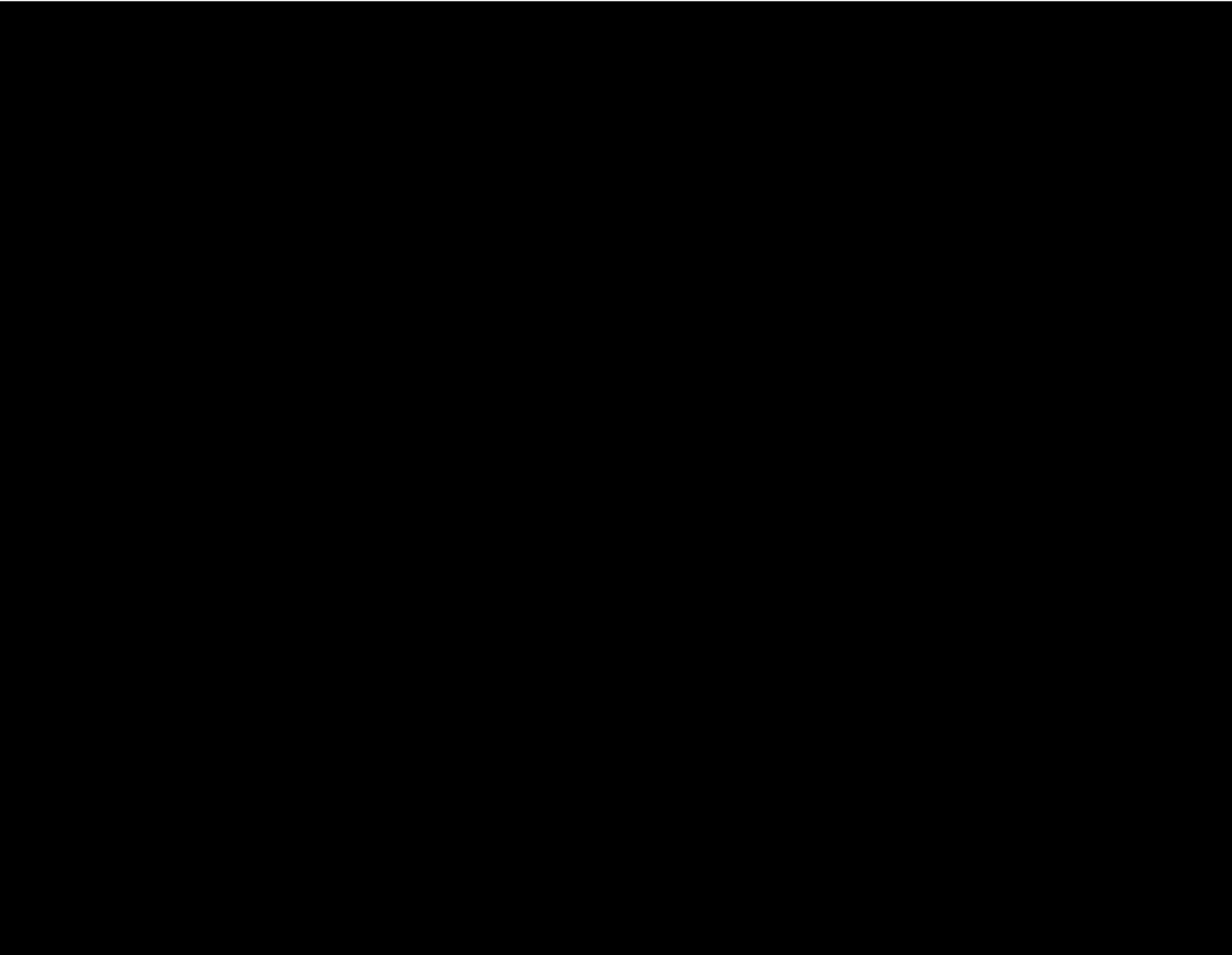
ARTICLE 1
AMENDMENT







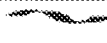




1.2 Schedule 3 of the Assignment Agreement

Effective as of the Effective Date, Schedule 3 of the Assignment Agreement is hereby deleted in its entirety and replaced with the following:

Country	Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner of Record
US	AIRPRIME	85100974	05-Aug-10	4,110,674	13-Mar-12	Sierra Wireless, Inc.
US	AIRVANTAGE	77895705	17-Dec-09	4,243,932	20-Nov-12	Sierra Wireless, Inc.
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US	SIERRA WIRELESS SKYLIGHT	88059457	9-Sep-13	4,858,080	17-May-16	Sierra Wireless, Inc.

ARTICLE 2 **MISCELLANEOUS**

2.1 Governing Law

This Amendment shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

2.2 Sections and Headings

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2.3 Severability

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This Amendment shall enure to the benefit of and shall be binding on and enforceable by the parties and their respective successors and permitted assigns, as applicable.

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The parties shall with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Amendment, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to give effect to the purpose of this Amendment and carry out its provisions.

2.6 Counterparts

This Amendment may be executed in counterparts, each of which shall constitute an original and both of which taken together shall constitute one and the same instrument.

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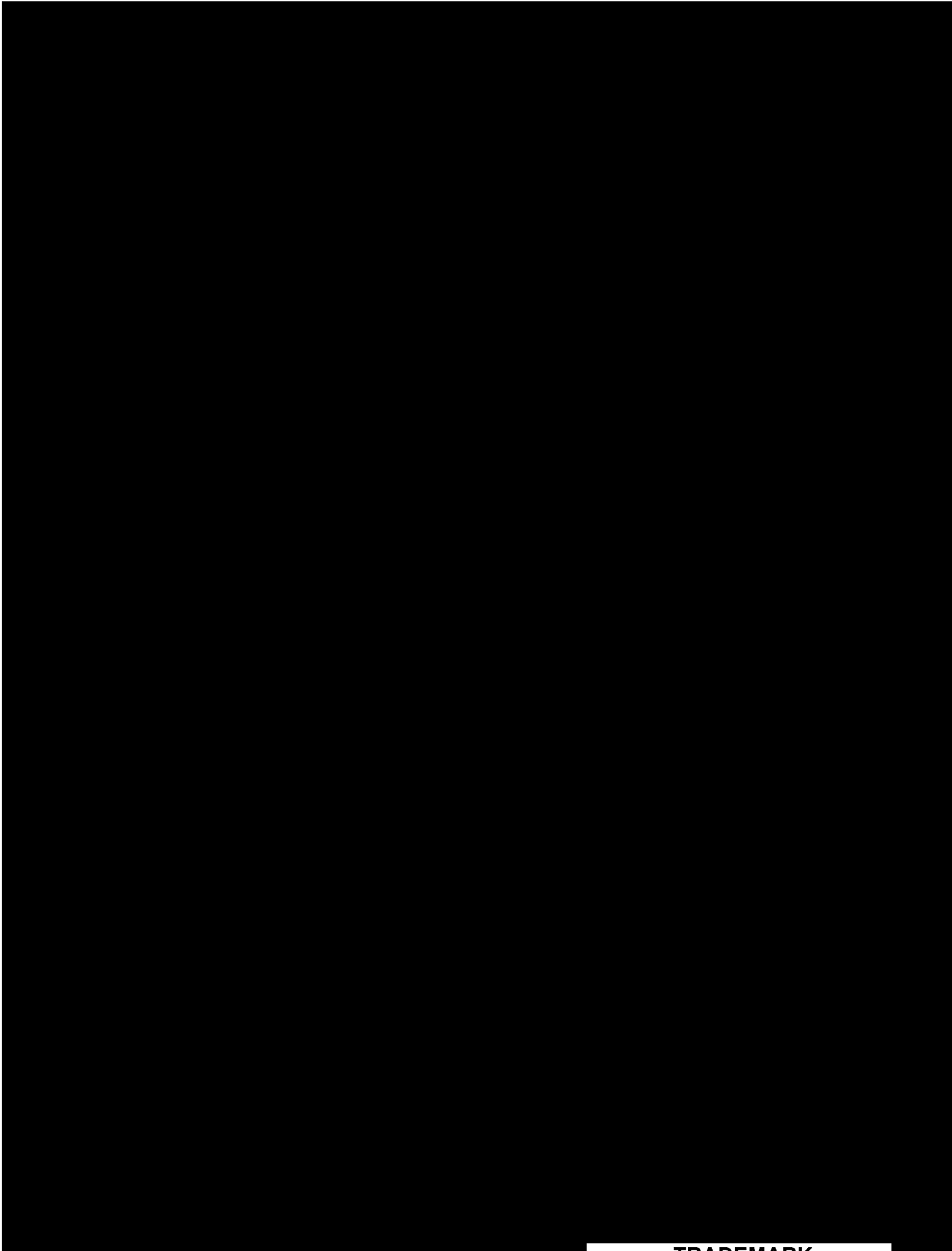
IN WITNESS WHEREOF the parties hereto have executed this Amendment effective as of the date first written above.

SEMTECH CORPORATION

By: Emeka Chukwu
Name: Emeka Chukwu
Title: Chief Financial Officer

SIERRA WIRELESS, INC.

By: Emeka Chukwu
Name: Emeka Chukwu
Title: President and Chief Financial Officer



RECORDED: 02/27/2023

TRADEMARK
REEL: 007986 FRAME: 0600