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ALLEMAGNE

Date
30.10.19

Reference EP108730	Application No./Patent No. 13305740.6 - 1203 / 2811646
Applicant/Proprietor Telefonaktiebolaget LM Ericsson (publ)	

**Communication regarding the expiry of the time limit within which notice of opposition may be filed**

You are hereby informed that on expiry of the nine-month time limit from the publication of the mention of the grant of European patent No. 2811646 no notice of opposition had reached the files.

The entry in the Register of European Patents will be automatically generated by the electronic data processing system.

**For the Examining Division**



EPPU 02: 26.12.18 1203

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Grünecker Patent- und Rechtsanwälte  
PartG mbB  
Leopoldstraße 4  
80802 München  
ALLEMAGNE

Date	26.02.19
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Reference EP108730	Application No./Patent No. 13305740.6 - 1203 / 2811646
Applicant/Proprietor Telefonaktiebolaget LM Ericsson (publ)	

### Communication

concerning the registration of amendments relating to

- a transfer (R. 22 and 85 EPC)
- entries pertaining to the applicant / the proprietor (R. 143(1)(f) EPC)

As requested, the entries pertaining to the applicant of the above-mentioned European patent application / to the proprietor of the above-mentioned European patent have been amended to the following:

AL AT BE BG CH CY CZ DE DK EE ES FI FR GB GR HR HU IE IS IT LI LT LU  
LV MC MK MT NL NO PL PT RO RS SE SI SK SM TR  
Telefonaktiebolaget LM Ericsson (publ)  
164 83 Stockholm/SE

The registration of the changes has taken effect on 11.02.19.

In the case of a published application / a patent, the change will be recorded in the European Patent Register and published in the European Patent Bulletin (Section I.12 / II.12).

Your attention is drawn to the fact that, in the case of the registration of a transfer, any automatic debit order only ceases to be effective from the date of its express revocation (cf. point 14(c) of the Arrangements for the automatic debiting procedure, Supplementary publication 5 - OJ EPO 2017).

**Receiving Section / For the Examining Division / For the Opposition Division / For the Legal Division \*)**



\*) See note.

**Note**

This communication is issued by/for the department with whom responsibility lies. The Legal Division is responsible for the registration of transfers, changes of name (Articles 71, 72 and 74 EPC and Rules 22 and 85 EPC) as well as for the rectification of the designation of the inventor (Rule 21 EPC) (see Decision of the President of the EPO, OJ EPO 2013, 600). In all other cases, the Receiving Section, the Examining Division or the Opposition Division is responsible, depending on the stage in proceedings.

## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Agreement**”), dated as of August 31, 2016 (the “**Effective Date**”), is by and between:

(i) **ST-ERICSSON SA**, en liquidation (formerly known as ST-Ericsson SA), a Swiss corporation having its registered office and place of business at 39 Chemin du Champ-des-Filles, 1228 Plan les Ouates, Geneva, Switzerland (the “**Assignor**”); and

(ii) **OCT CIRCUIT TECHNOLOGIES INTERNATIONAL LIMITED**, an Irish company limited by shares, having its principal office and place of business at Unit 32, the Hyde Building, The Park, Carrickmines, Dublin 18 Ireland (the “**Assignee**”).

### WITNESSETH:

WHEREAS, Assignor and Assignee, among others, entered into a Master Sale Agreement, dated as of August 31, 2016 (the “**Master Sale Agreement**”);

WHEREAS, under the Master Sale Agreement, Assignor agreed to transfer its rights in the Assigned OCT Circuit Patents (as defined below) to Assignee;

WHEREAS, pursuant to the Master Sale Agreement, Assignor, Assignee and an affiliate of Assignee entered into a Patent Sale and Grant-Back License and Sub-License Agreement, dated as of August 31, 2016 (the “**Transfer Agreement**”), whereby Assignor assigned its right, title and interest in and to the Assigned OCT Circuit Patents to Assignee; and

WHEREAS, Assignor now wishes to confirm its assignment of the Assigned OCT Circuit Patents to Assignee as provided in the Transfer Agreement as further set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Pursuant and subject to the terms and conditions of the Transfer Agreement, Assignor hereby transfers, assigns and conveys to Assignee its right, title, and interest throughout the world (under any and all laws and in any and all jurisdictions) in and to all of the patents, patent applications and provisional patent applications listed in Appendix 1 attached hereto (collectively, the “**Assigned OCT Circuit Patents**”), in each case, subject to all Existing Encumbrances (as defined in the Master Sale Agreement). Pursuant to the foregoing assignment, each of the Assigned OCT Circuit Patents shall hereafter be for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, as fully and entirely as the same would have been held and enjoyed by the applicable Assignor if this Agreement had not been made. The foregoing assignment includes, without limitation, the rights of Assignor, if any, to (A) register or apply in all countries and regions for patents, utility models, design registrations and like rights of exclusion and for inventors’ certificates for its Assigned OCT Circuit Patents; (B) prosecute, maintain and defend its Assigned OCT Circuit Patents before any public or private agency, office or registrar including by filing reissues, re-examinations,

divisions, continuations, continuations-in-part, substitutes, extensions and all other applications and post issue proceedings included in its Assigned OCT Circuit Patents; (C) claim priority based on the filing dates of any of the Assigned OCT Circuit Patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties of like purposes; and (D) sue and recover damages or other compensation for past, present or future infringements thereof, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringements, and the right to fully and entirely stand in the place of the applicable Assignor in all matters related to its Assigned OCT Circuit Patents.

2. Authorization. Assignor also hereby expressly authorizes the respective patent office or governmental agency in each and every jurisdiction worldwide (including the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities) (the “**Applicable IP Offices**”) to: (A) issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned OCT Circuit Patents in the name of Assignee, as the assignee to Assignor’s interest therein; and (B) record Assignee as the assignee of the Assigned OCT Circuit Patents and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.

3. Limited Power of Attorney. Assignor hereby grants to Assignee and its successors, legal representatives and assigns a limited power-of-attorney to execute, file and record documents, including any additional assignments or transfers related to the Assigned OCT Circuit Patents, in the name of Assignor, but only to the extent necessary to effectuate the transfer and/or recordation of its respective Assigned OCT Circuit Patents to Assignee in any governmental office in the world.

4. Further Assurances. Each party hereby agrees to execute and deliver to the other party all necessary documents and take all necessary actions reasonably requested by such party from time to time to confirm or effect the assignments set forth in this Agreement, or otherwise to carry out the purposes of this Agreement, including, without limitation, by providing executed originals of short-form assignment agreements entered into by Assignor and Assignee on the Effective Date for filing or otherwise evidencing the assignments set forth in this Agreement with the Applicable IP Offices; provided, however, that nothing contained herein shall obligate Assignor to incur any cost or pay any expense in connection therewith.

5. Governing Law. This Agreement shall be governed by the laws of Delaware.

6. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Master Sale Agreement or any of the Ancillary Agreements (as defined in the Master Sale Agreement; provided that for purposes of this Agreement such term shall exclude this Agreement), the terms and conditions of the Master Sale Agreement (or applicable Ancillary Agreement) shall govern.

*[Signature page follows]*

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