

# **Electronic Patent Assignment System**

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## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	<b>Execution Date</b>
AMPHENOL CORPORATION	12/23/2021

#### **RECEIVING PARTY DATA**

Name:	TIMES FIBER COMMUNICATIONS, INC.	
Street Address:	358 HALL AVENUE	
City:	WALLINGFORD	
State/Country:	CONNECTICUT	
<b>Postal Code:</b>	06492	

## PROPERTY NUMBERS Total: 15

<b>Property Type</b>	Number
Patent Number:	9695008
Patent Number:	9873588
Patent Number:	10611598
Patent Number:	9862566
Patent Number:	10589957
Patent Number:	10906770
Patent Number:	10906771

Times Fiber Communications, Inc. Exhibit 2001 PPC v. Times Fiber IPR2022-00831

Patent Number:	10913632
Patent Number:	11001471
Patent Number:	10988342
Patent Number:	10994964
Patent Number:	10988343
Patent Number:	10941016
Application Number:	16804577
Application Number:	17345962

#### **CORRESPONDENCE DATA**

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number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Correspondent Name:** CANTOR COLBURN LLP Address Line 1: 20 CHURCH STREET Address Line 2: 22ND FLOOR

Address Line 4: HARTFORD, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:	AOE0310003
NAME OF SUBMITTER:	DANIEL R. GIBSON
Signature:	/Daniel R. Gibson/
Date:	04/19/2022

#### **Total Attachments: 5**

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#### RECEIPT INFORMATION

**EPAS ID:** PAT7287475 **Receipt Date:** 04/19/2022

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## PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (the "<u>Assignment</u>"), dated as of December 23, 2021 (the "<u>Effective Date</u>"), is by and between Amphenol Corporation, a Delaware corporation ("<u>Assignor</u>") and Times Fiber Communications, Inc., a Delaware corporation ("<u>Assignee</u>"). Assignor and Assignee are each a "<u>Party</u>" and collectively they are "<u>Parties</u>" to this Assignment.

WHEREAS, Assignor desires to sell, convey, assign, and transfer to Assignee, which desires to accept, all of Assignor's right, title, and interest in and to all patents set forth on Schedule A hereto and all applications, registrations, renewals, and extensions therefor or with respect to which any of the foregoing claim priority, including any continuations, continuations-in-part, and divisionals, whether filed prior to or after the Effective Date, and any inventions claimed in any of the foregoing (collectively, the "Assigned Patents").

**NOW, THEREFORE,** for good and valuable consideration, the Parties agree as follows:

- 1. Patent Assignment. Assignor does hereby sell, convey, assign, grant and transfer to Assignee Assignor's entire right, title and interest in and to the Assigned Patents. Such assignment includes without limitation all rights to sue at law and in equity or otherwise enforce and recover for past, present and future infringement of such Assigned Patents, and to receive all damages, royalties, lost profits, payments, costs, and fees associated with the enforcement of such rights, as well as all rights to license, assign, maintain, prosecute, pledge, and/or otherwise exploit such Assigned Patents, and to stand entirely in the place of Assignee in respect of the Assigned Patents.
- 2. <u>Recordation</u>. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar to record Assignee as the owner of the Assigned Patents, and to issue any and all Assigned Patents to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Patents.
- 3. <u>Further Assurances</u>. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense that Assignee deems necessary to effectuate, perfect, and record this Assignment.
- 4. <u>Covenant Not to Sue</u>. The assignment made pursuant to Section 1 hereof is expressly made subject to the following covenant not to sue, which shall be binding upon Assignee in regard to U.S. Patent No. 10,589,957 (the "'<u>957 Patent</u>") (including reissue, reexamination, *inter partes* review certificate and certificate of correction of such patent): Assignee, on behalf of itself and each of its successors or assigns, subsidiaries, affiliates, and divisions hereby irrevocably and

unconditionally covenants not to bring (or support or encourage a third party to bring) any lawsuit, claim, administration action, demand, or action against PPC Broadband, Inc., a corporation organized and existing under the laws of the State of Delaware ("PPC") or any of PPC's current or future parents, subsidiaries, affiliates, divisions, distributors, direct suppliers, manufacturers, direct and downstream customers, divestitures, and/or acquired entities for any past, current, or future infringement (including direct, indirect or willful infringement relating to any past, current or future products) of the '957 Patent (including any reissue, reexamination, *inter partes* review certificate and certificate of correction under the '957 Patent). For purposes of the foregoing covenant, rights to the '957 Patent do not include rights to any continuation, continuation-in-part, or divisional of the '957 Patent.

- 5. <u>Successors and Assigns</u>. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 6. <u>Counterparts</u>. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.
- 7. <u>Descriptive Headings</u>. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- 8. Governing Law. This Agreement, the preparation hereof, and all of the actions and transaction contemplated hereby, shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of whether such claim is brought at law or in equity, or as a claim based in contract, tort or otherwise), without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware and without regard to any borrowing statute that would result in the application of the statutes of limitations or repose of any other jurisdiction. In furtherance of the foregoing, the laws of the State of Delaware will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive or procedural law of some other jurisdiction would ordinarily or necessarily apply.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

AMPHENOL CORPORATION

By: Lance E. D'Amico

Title: Sr. V.P., Secretary and General Counsel

TIMES FIBER COMMUNICATIONS, INC.

By: Lance E. D'Amico

Title: Sr. V.P., Secretary and General Counsel

## SCHEDULE A TO PATENT ASSIGNMENT

## **Issued Patents:**

- U.S. Patent No. 9,695,008
- U.S. Patent No. 9,873,588
- U.S. Patent No. 10,611,598
- U.S. Patent No. 9,862,566
- U.S. Patent No. 10,589,957
- U.S. Patent No. 10,906,770
- U.S. Patent No. 10,906,771
- U.S. Patent No. 10,913,632
- U.S. Patent No. 11,001,471
- U.S. Patent No. 10,988,342
- U.S. Patent No. 10,994,964
- U.S. Patent No. 10,988,343
- U.S. Patent No. 10,941,016

## **Pending Applications:**

U.S. App. No. 16/804,577

U.S. App. No. 17/345,962