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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MATTHEW JAMES CULLEY STOBART  
ALAN ROBERT GERARD TAYLOR

2. Name and address of receiving party(ies)

Name: REFLEX MODULATION LIMITED

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Street Address: THE COPPICE  
CHAPPEL HILL

City: BOLINGEY State: CORNWALL Zip: TR6 0BQ

Execution Date: 02 DEC 89

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

5092316

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: DIDIER PRONGUE

Internal Address: \_\_\_\_\_

Street Address: 66 LEMON STREET

City: TRURO State: CORNWALL Zip: TR1 2PN

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mr Didier PRONGUE  
Name of Person Signing

Didier Prongue  
Signature

2/7/2001  
Date

Total number of pages including cover sheet, attachments, and documents: 15

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

07/25/2001 GT0N11 00000068 5092316

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PATENT  
REEL: 011987 FRAME: 0879

PATENT ASSIGNMENT  
BETWEEN  
REFLEX MODULATION LIMITED  
AND  
ALTERISTIC INSTRUMENTS LIMITED

Rosenblatt Solicitors  
9-13 St Andrew Street  
London EC4A 3AF  
Tel: +44 (0)20 7955 0880  
FAX: +44 (0)20 7955 0888  
DX LDE493

**THIS AGREEMENT** is entered into the 8th day of June 2001.

between

**REFLEX MODULATION LIMITED**, a company incorporated in England and Wales under registration number 2270210 whose registered office is at The Coppice, Chappel Hill, Bolingey, Cornwall TR6 0DQ ("**Assignor**");

and

**ALTERISTIC INSTRUMENTS LIMITED** a company incorporated in England and Wales under registration number 4215342 whose registered office is at 66 Lemon Street, Truro, Cornwall TR1 2PNJ ("**Assignee**").

## **WHEREAS**

- (A) The Assignor is the registered proprietor of Patents (as defined below) for certain Inventions (as defined below) relating to a mechanical manipulator for use in physiotherapy and other medical applications;
- (B) The Assignor is also the proprietor of certain Intellectual Property, Know-How (as such terms are defined below) and proprietary information relating to the use and exploitation of the Patent;
- (C) The Assignee wishes to exploit the Patent and use the Intellectual Property relating to the Patent;
- (D) The Assignor is willing to assign to the Assignee all its right, title and interest in the Patent and all other Intellectual Property Rights which the Assignee may require in order to commercially exploit and further develop the invention.

## **NOW IT IS HEREBY AGREED AS FOLLOWS:**

### **1. DEFINITIONS**

1.1 In this Agreement unless the context otherwise requires:

**"Agreement"** means this instrument and any and all Schedules to this Agreement as the same may be amended, modified or supplemented from time to time in accordance with these provisions;

**"Effective Date"** means the date of first above written;

**"Improvement"** means any invention of any sort which relates to the art to which the Invention relates, including any device whether patentable or not which if used with the

Invention which would make it cheaper or more effective or in anyway preferable to the Invention;

**"Intellectual Property"**

means in relation to the Invention, all patents, trade marks, service marks, community trade marks, trade names, domain names, business names, unregistered trade and service marks, copyrights, registered and unregistered design rights, database rights, online rights, web rights, television rights, satellite television rights, merchandising rights, rights to or in computer software, Know-How, show-how, Inventions, trade secrets, rights to or in confidential information and all other commercial monopoly rights, intellectual property rights and rights or forms of protection of the same or of a similar or equivalent nature or effect which may subsist anywhere in the world whether or not registered or capable of registration and any similar or analogous rights to any of the above, together with all applications for registration of and rights to apply for, and any licence to use, any of the foregoing and "Intellectual Property Rights" shall be construed accordingly;

**"Invention"**

means one or more inventions relating to a mechanical manipulator for use in physiotherapy and other related medical applications;

**"Know-How"**

means all information, data and methodology not at present in the public domain and all financial, commercial, trade and business secrets of whatever nature and in whatever form, including that comprised in, derived from or relating to any drawings, diagrams, illustrations, data, specifications, lists, programs, formulae, technical information, plans, reports, manuals and all other documents, recorded information and data whatsoever and howsoever stored;

**"Patent"**

means each and every patent or patent application anywhere in the world whether or not registered to the extent that such

patents are valid and subsisting or capable of renewal for the Invention of which the Assignor is the proprietor which includes but is not limited to the patent filed in the UK Patent Office Register under patent number GB2223175 and the patent filed in the United States Patent Office Register under patent number 5,092,316 as more particularly set out in Schedule 1;

In this Agreement unless the context otherwise requires:-

- 1.2 references to the singular include the plural and vice versa;
- 1.3 references to Clauses and the Schedules are to clauses of and the schedules to this Agreement;
- 1.4 reference to any statute, statutory instrument or regulation shall be construed as a reference to the statute, statutory instrument or regulation as amended after the date of this Agreement;
- 1.5 headings to Clauses and Schedules are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

## **2 Assignment**

- 2.1 In consideration of the payment of £1 and the obligations of the Assignee under this Agreement, the Assignor with full title guarantee hereby assigns to the Assignee absolutely all its right, title and interest in the Patent and Intellectual Property.
- 2.2 The assignment effected by this Clause 2 shall include, without limitation, the assignment and transfer of:
  - 2.2.1 all patents and other Intellectual Property that may be granted pursuant to applications listed in Schedule 1, as well as all patents that may derive priority from or have equivalent claims to or be based upon the Patent in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions) and all other patents held by Assignor which relate to the Invention and references to the Patents in this Agreement shall include all such items of property; and
  - 2.2.2 all rights of action, powers and benefits arising from ownership of the Patent, including without limitation the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on or after the date of this Agreement.

### **3. Assignor's Obligations**

3.1 The Assignor agrees with the Assignee at the Assignor's expense:

3.1 to execute such documents and give such assistance as the Assignee may require:

3.1.1 to secure the vesting in the Assignee of all rights in the Patents and Intellectual Property;

3.1.2 to uphold the Assignee's rights in the Patents and Intellectual Property;

3.1.3 to defeat any challenge to the validity of, and resolve any questions concerning, the Patents or Intellectual Property;

3.1.4 to apply for and endeavour to assist the obtaining of other patents or other similar protection for the Inventions and any Improvements of them in the United Kingdom or other parts of the world; and

3.1.5 to do all that is necessary to vest such protection in the Assignee absolutely.

3.2 to provide the Assignee with certain information including:

3.2.1 all technical information concerning the Inventions;

3.2.2 all documents or drawings relevant to the Inventions;

and to assign ownership of copyright or other intellectual property in such documents information and drawings to the Assignee.

3.3 if any Improvement to any of the Inventions is discovered by the Assignor:

3.3.1 to disclose to the Assignee full details of the Improvement; and

3.3.2 to grant to the Assignee a non-exclusive royalty-free worldwide perpetual licence to make use of it

### **4. Assignee's Obligations**

4.1 The Assignee agrees with the Assignor to be responsible for the following liabilities of the Assignor:

- 4.1.1 Reasonable legal fees for the assignment of the Patent Intellectual Property from the Assignor to the Assignee;
- 4.1.2 Reasonable accountancy fees for the preparation of overdue annual accounts for the account periods 1998/99, 1999/2000 and 2000/01;
- 4.1.3 Reasonable accountancy fees for the submission of up to date annual returns and accounts from Companies House; and
- 4.1.4 Reasonable legal fees with respect to the winding up or striking off costs of the Assignor.

PROVIDED ALWAYS that the Assignee's maximum liability under this Clause to the Assignor or any third party is £10,000 (ten thousand pounds) and the term for which the Assignee accepts such responsibility shall commence at the Effective Date and shall continue for a period of 90 days thereafter.

## **5. Appointment**

- 5.1 The Assignor hereby irrevocable appoints the Assignee as its attorney to execute any document and do any act or thing which may be necessary to comply with the provisions of Clauses 2 and 3 above.

## **6. Warranties, representations and undertakings**

- 6.1 The Assignor warrants, represents and undertakes that:

- 6.1.1 immediately prior to the assignment provided for in Clause 2 above, it was the sole owner of all right, title and interest in the Patent and Intellectual Property free of all encumbrances;
- 6.1.2 he has not been and is not currently a party to any agreement or understanding, whether oral or written, which would in any manner be inconsistent with the assignment or rights provided for in this Agreement;
- 6.1.3 the Patent is in force and the Assignor has neither by act nor omission caused or permitted anything which may cause the Patent to lapse prematurely or to be the subject of a compulsory licence;
- 6.1.4 subsequent to the execution of this Agreement he shall not enter into any agreement or understanding, oral or written, nor engage in any activity which would in any manner be inconsistent with the provisions of this Agreement; and
- 6.1.5 the Assignor will keep the Assignee fully indemnified against all actions, claims, proceedings, costs and damages (including any

damages or compensation paid by the Assignee on the advice of its legal advisers to compromise or settle any claim) and all legal costs and other expenses arising out of any breach of the above warranties or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.

## **7. Duration of obligations**

- 7.1 The obligations of the Assignor under Clauses 3, 5 and 6 shall continue in force without limit of time.
- 7.2 The obligations of the Assignee under Clause 4 shall continue in force for a period of 90 days from the Effective Date.
- 7.3 Subject to Clauses 2, 3, 5 and 6, the Assignor shall have no obligation to pay renewal and other fees necessary to maintain the registrations of the Patents or any applications relating thereto from the Effective Date provided such fees have not arisen prior to the Effective Date.

## **8. Severability**

- 8.1 If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from this Agreement provided always that if such division substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement so as to achieve so far as possible the same economic effect without rendering the Agreement so amended or modified illegal, invalid or unenforceable.

## **9. Law and jurisdiction**

- 9.1 The validity, construction and performance of this Agreement shall be governed by English law, and the Assignor and Assignee submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising in connection therewith.

IN WITNESS of which the parties have executed this Agreement as a deed the day month and year first above written



## **SCHEDULE 1**

### **INVENTIONS AND PATENT APPLICATIONS**

UK Patent GB2223175

US Patent 5,092,316

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) *Marginal*  
*POLL*

**Director/Secretary**

or *[Signature]*  
or/Secretary *[Signature]*

Director/Secretary