

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The National Endowment for Science, Technology and the Arts (NESTA)	03/31/2006
RECEIVING PARTY DATA	
Name:	Futurelab Education
Street Address:	1 Canon's Road
Internal Address:	Harbourside
City:	Bristol
State/Country:	UNITED KINGDOM
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11142955
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	28489/41232
NAME OF SUBMITTER:	Aaron M. Peters
Total Attachments: 8 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

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Osborne Clarke

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Barcelona
Brescia
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London
Madrid
Milan
Paris
Rome
Rotterdam
St. Petersburg
Silicon Valley
Tallinn
Thames Valley
Dated 31st March 2006

Assignment of intellectual property rights

- (1) The National Endowment for Science, Technology and the Arts ("NESTA")
- (2) Futurelab Education

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This Assignment is made the day of 2006

Between:

- (1) **The National Endowment for Science, Technology and the Arts** of Fishmongers Chambers, 110 Upper Thames Street, London, EC4R 3TW (the "Assignor");
- (2) **Futurelab Education** (company number: 5689928) whose registered office is 1 Canon's Road, Harbourside, Bristol, BS1 5UH. (the "Assignee")

Background:

- (A) In response to a Proposal from the Assignee, the Assignor has agreed to transfer to the Assignee the business and assets relating to the Business carried on by the Assignor on the terms and subject to the conditions contained in a grant agreement of even date to this Agreement ("**the Grant Agreement**").
- (B) Pursuant to the transfer of assets as set out in the Grant Agreement, the Assignor wishes to assign all intellectual property rights in the Business to the Assignee on the terms set out below.

It is agreed as follows:

1. Definitions and interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

"**this Agreement**" means this agreement (including any schedule or annexure to it and any document in agreed form).

"**the Application**" means the application filed on 30 November 2005 at the Office for Harmonization in the Internal Market to register the Trade Mark, the details of which are set out in the Schedule.

"**Grant Agreement**" means an agreement between (1) the Assignor and (2) the Assignee and dated the same date as this Agreement for the transfer of the assets of the Business and the making of a grant by the Assignor to the Assignee.

"**Business**" means the business of "NESTA Futurelab" now carried on by the



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Assignor.

"Completion" means 31 March 2006.

"Domain Names" means the urls: www.futurelab.org.uk;
www.enquiringminds.org; www.enquiringminds.org.uk;
www.createascape.org.

"Intellectual Property" means trade marks, patents, registered designs, copyright, design rights (whether registered or not), domain names, rights in databases and all similar industrial or property rights (whether or not capable of registration), know-how or other design or commercial information (including all project information, educational methodologies, industry and partner contact lists and associated data and literature), computer programs, design of web-pages, the get-up or style of presentation of goods or services or related marketing materials or in any improvements in any of the foregoing, and the right to apply for the registration or other protection of all or any of them in any part of the world and the benefit of all applications so made and of any goodwill attaching to the aforesaid intellectual property.

"TPR" means (i) all Intellectual Property owned by the Assignor and developed, acquired, made or created by the Assignor in connection with the Business; (ii) the Name; (iii) the Patent; and (iv) the Application and the Trade Mark.

"the Name" means "Futurelab" or any other trade mark, trade name, service mark, title, brand logo or representation or application of it, whether in terms of get-up or otherwise as used in the Business prior to Completion, including without limitation the Trade Mark.

"the Patent" means the UK patent application number 0506159.3, US patent application number 11/142955, title: "Intelligent Apparatus Concept" and any further patent applications claiming priority from these applications.

"Proposal" means as defined in the Grant Agreement.

"the Trade Mark" means the unregistered trade mark FUTURELAB, the subject of the Application set out in the schedule to this Agreement.

- 1.2 In this Agreement, unless the context otherwise requires, references to clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear.

2. Assignment

- 2.1 In consideration of the sum determined under clause 2 of the Grant Agreement and the payment of £1 by the Assignee to the Assignor (receipt of which is hereby acknowledged) the Assignor with full title guarantee assigns to the Assignee the whole of the right, title and interest in and to all IPR including without limitation:



- (a) all statutory and common law rights and all the goodwill of the Assignor's business symbolised by and attaching to the Trade Mark and in the goods and services in respect of which the Trade Mark has been used and the right to sue at the Assignee's expense in respect of all causes of action (including, without limitation, any acts of passing off, trade mark or other intellectual property right infringement, unfair competition and/or breach of confidence) arising prior to, on or after the date of this Agreement and to retain any damages as a result of such action;
- (b) all rights of action, powers and benefits arising from ownership of the Patent, including the right to sue at the Assignee's expense 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; and all rights to apply for patents that may derive priority from or have equivalent claims to or be based on the Patent in any country in the world.

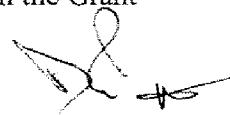
3. **Warranty**

3.1 Subject to clause 3.2, the Assignor warrants that:

- (a) it is the proprietor of all rights, title and interest in the Trade Mark (as it relates to the Business) and the Patent;
- (b) it has neither by act nor omission caused or permitted anything which may endanger the rights in the Trade Mark or the Patent, but for the avoidance of doubt it did not oppose the pre-existing Community Trade Mark registration cited below in clause 3.2;
- (c) it is not aware of any wrongful use by any third party of the Trade Mark or the Patent;
- (d) it has not granted any licence of any rights in the Trade Mark or the Patent; and
- (e) it has not been and is not currently a party to any agreement or understanding which would in any manner be inconsistent with the assignment of rights provided for in this Agreement.

3.2 By way of limitation to the warranties given in clause 3.1 the Assignor hereby notifies to the Assignee the existence of a Community Trade Mark, registered number 000305268, for the mark Futurelab, registered in the name of Deutsche Telekom AG in classes 9, 16, 36, 37, 38, 41 and 42. All warranties given, and the likelihood of success of the Application, are subject to the pre-existing rights Deutsche Telekom AG have in the mark FutureLab. In addition, the Assignor's warranties given in clause 3.1 shall not extend to information known to the Assignee or the Employees (as defined in the Grant Agreement).

4. **Further assurance**



- 4.1 The Assignor will as soon as practical and subject to transitional or commercial arrangements entered into by the parties pursuant to the Grant Agreement discontinue use of the Trade Mark and the Domain Names throughout the world in all forms and media. Further, the Assignor will not register or use any mark or domain name that is confusingly similar to the Trade Mark or the Domain Names, throughout the world in all forms and in any media.
- 4.2 The Assignor will at the request and expense of the Assignee execute such further documents as may reasonably be required to:
- (a) vest in the Assignee the rights titles and interests expressed to be assigned by clause 2
 - (b) defeat any challenge to the validity of and resolve any questions concerning the Application, the Trade Mark, the Patent or the Domain Names, including any application to register the transfer of the Application to the Assignee. For the avoidance of doubt no assurance is given by the Assignor in relation to the ability to defeat any challenge to the Application raised by Deutsche Telekom AG.
- 4.3 Notwithstanding the generality of clause 4.2, the Assignor shall at the request and expense of the Assignee diligently and promptly take all steps and execute and file all documents necessary to ensure the transfer to the Assignee of its registration of the Domain Names so that the Assignee becomes the registered holder of the Domain Names.

5. The Contracts (Rights of Third Parties) Act 1999

No term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

6. Entire Agreement

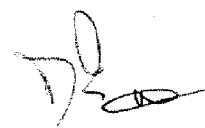
This Agreement and the Grant Agreement sets out the entire understanding of the parties in relation to the subject matter of this Agreement.

7. Counterparts

This Assignment may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same agreement

8. Governing Law and Jurisdiction

- 8.1 This Agreement shall be governed by and construed in accordance with English law.
- 8.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.




This Assignment has been executed on the date appearing at the head of page 1.

Handwritten signature or initials, possibly "DC" with a flourish.

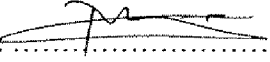
Schedule

(The Trade Mark)

Country	Reg/App No	Trade mark	Class	Application date
Community Trade Mark	004767661	FUTURELAB	9,16,28, 36,41,42.	30 November 2005



Signed for and on behalf of
The National Endowment for Science, Technology and the Arts

by 

Name TOM HAWKINS Authorised Signatory

Signed for and on behalf of
Futurelab Education

by 

Name Tom Hawkins Authorised Signatory

cc: Quillgate