

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF LEEDS	10/01/2009
RECEIVING PARTY DATA	
Name:	XEROS LIMITED
Street Address:	LEEDS INNOVATION CENTRE
Internal Address:	103 CLARENDON ROAD
City:	LEEDS
State/Country:	UNITED KINGDOM
Postal Code:	LS2 9DF
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12295671
CORRESPONDENCE DATA	
Fax Number:	(919)286-8199
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Email:	joannajoslyn@mvalaw.com
Correspondent Name:	Moore & Van Allen, PLLC
Address Line 1:	PO Box 13706
Address Line 4:	RTP, NORTH CAROLINA 27709
ATTORNEY DOCKET NUMBER:	014875-015
NAME OF SUBMITTER:	Marianne Fuierer
Total Attachments: 9 source=Assignment_XEROS#page1.tif source=Assignment_XEROS#page2.tif source=Assignment_XEROS#page3.tif	

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THIS ASSIGNMENT is made on 1st Oct. 2009

BETWEEN:

- (1) **UNIVERSITY OF LEEDS** a company incorporated by Royal Charter (company number RC000658) of Leeds, LS2 9JT (the "Assignor"); and
- (2) **XEROS LIMITED**, a company incorporated in England and Wales with company registration number 05933013, whose registered office is at Leeds Innovation Centre, 103 Clarendon Road, Leeds, LS2 9DF (the "Assignee"),

each a "Party" and together, the "Parties".

WHEREAS:

- (A) The Assignor owns and is the registered proprietor of the Patents and owns the associated Know-How.
- (B) The Assignor has agreed to assign all of its rights and title and the full extent of its interest in and to the Patents to the Assignee on the terms and conditions set out in this Assignment.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 In this Assignment (including the recitals and the Schedule), the following expressions shall, save where the context requires otherwise, have the following meanings:

Academic Publication	means the publication of an abstract, article or paper in a journal or an electronic repository, or its presentation at a conference or seminar; and "to Publish" and "Publication" are to be construed as references to that Academic Publication;
Assignment	this assignment, together with the Schedule hereto;
Consideration	the consideration payable by the Assignee to the Assignor for the assignment by the Assignor of its rights in the Patents, as detailed in Clause 3;
Intellectual Property	any patents, rights to inventions, copyright and related rights, trademarks, trade names, goodwill, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

Leeds Patent Costs	the fees, costs and expenses actually and properly incurred by Leeds, or its nominee, ULIP, in respect of the filing, prosecution and maintenance of the Patents at any time prior to, on or after the date of this Assignment which, at the date of this Assignment, amounts to £22,929.85 including VAT;
Know How	means the know-how relating to the Patents as outlined in Part 2 of Schedule 1 and all other identifiable unpatented technical and other information comprised within or relating to the technology and inventions covered by the Patents which is not in the public domain regardless of how such information is collected or recorded, and whether protected by any copyright, design rights, or otherwise and including inventions, data, designs, formulae, compounds, concepts, methods, models, assays, research plans, procedures, results of experimentation and testing (including results of research or development), processes (including manufacturing processes, specifications and techniques), chemical, pharmacological, toxicological, clinical, analytical and quality data, trial data, case report forms, data analyses, reports, and information contained in any submission to ethical committees and regulatory authorities; and for this purpose, the fact that an item is known to the public shall not be taken to exclude the possibility that a compilation including the item, and/or a development relating to the item, is (and remains) not known to the public;
Non Commercial Use	means the use of the Patents for any research or teaching activity or assessment either conducted solely by the Assignor and/or in conjunction with other parties (including other academic institutions) but excluding, in all circumstances, the grant of any rights for commercial exploitation and all research and development which is either (i) funded by commercial third parties and which purports to grant any rights whatsoever to the Patents to any such third party or parties, or (ii) involves the production or manufacture or products for sale;
Patents	means (i) the patents and patent applications, details of which are set out in Part 1 of Schedule 1 of this Assignment, (ii) any other patent applications filed by the Assignor which claim priority from the patent applications in (i) above, (iii) any patents granted pursuant to the patent applications in (i) and (ii) above, and (iv) any reissues, extensions, substitutions, continuations, divisions, continuation-in-part applications and supplementary protection certificates or similar certificates in any part of the world which are based on any of the patent applications and/or patents referred to in

	(i), (ii) and (iii) above;
Territory	means the countries of the world in which the Patents subsist; and
ULIP	University of Leeds IP Limited (registered number 04582496).

1.2 In this Assignment:

- 1.2.1 the clause headings are included for convenience only and do not affect the construction of this Assignment;
- 1.2.2 words denoting the singular include the plural and vice versa;
- 1.2.3 words denoting one gender include each gender and all genders;
- 1.2.4 a "person" includes a corporate or unincorporated body;
- 1.2.5 "writing" or "written" includes faxes but not e-mail;
- 1.2.6 documents in "agreed form" are documents in the form agreed by the Parties and initialled by them, or on their behalf, for identification;
- 1.2.7 recitals, clauses and Schedule are references to recitals to this Assignment, clauses of this Assignment and the schedule to this Assignment; and references to "this Assignment" includes its Schedule (which shall be deemed to form part of and be read together with this Assignment);
- 1.2.8 statutory provisions (where the context so admits and unless otherwise expressly provided) are construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders, regulations, instruments or other subordinate legislation made under the relevant statute; and
- 1.2.9 the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

2. **ASSIGNMENT**

- 2.1 In consideration of the payment by the Assignee to the Assignor of the Consideration (the receipt and sufficiency of which is hereby acknowledged), the Assignor hereby assigns to the Assignee absolutely all of its rights and title and the full extent of its interest in and to the full and exclusive benefit of the Patents.
- 2.2 The assignment in Clause 2.1 includes all rights and powers arising or accrued in and to the Patents (whether under statute or common law) including:

- 2.2.1 all rights to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any of the Patents, whether committed before or after the date of this Assignment, and to retain any and all sums obtained through such actions;
 - 2.2.2 the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents, for their full term; and
 - 2.2.3 the right to apply for, prosecute and obtain patent or similar protection in the UK and throughout all other countries of the world in respect of the inventions embodied in the Patents including any rights to claim priority therefrom to the intent that the grant of any patent or similar protection shall be in the name of and vest in the Assignee.
- 2.3 Each Party acknowledges and agrees that, except as expressly set out in this Assignment, all other Intellectual Property owned or controlled by a Party shall remain under that Party's ownership and in that Party's control and no right or licence is granted by that Party in respect thereof.

3. **CONSIDERATION**

- 3.1 In consideration of the assignment by the Assignor of its rights in the Patents, the Assignee agrees to pay the Assignor the following (together the "Consideration"):
- 3.1.1 the sum of £101 plus VAT on the execution by Leeds of this Assignment; and
 - 3.1.2 within 30 days of receiving an invoice from Leeds or ULIP in respect thereof, such invoice which can be issued at any time after the date of this Assignment, the reimbursement in full of the Leeds Patent Costs.

4. **LICENCE TO KNOW-HOW**

- 4.1 The Assignor hereby grants to the Assignee for a period of 10 years from the date of this Assignment an irrevocable, non-exclusive, royalty-free licence in the Territory to use its Know How for the purpose of enabling the Assignee to use and commercially exploit the Patents.
- 4.2 Subject to Clause 4.5 below, the Assignee may grant sub-licences of the rights and licences granted to it under Clause 4.1 hereof provided that:
- 4.2.1 the scope of any sub-licence lies within the scope of the licence to the Assignee under Clause 4.1;
 - 4.2.2 the Assignee shall not be relieved from any of its obligations under this Assignment by entering into any sub-licence and shall at all times remain primarily responsible and liable to the Assignor for the conduct of its sub-licensees and the Assignee shall be responsible for any breach of the sub-licence by the sub-licensee as if the breach had been that of the Assignee under this Assignment; and
 - 4.2.3 prior to the grant of each sub-licence, the Assignee shall notify the Assignors in writing of any sub-licence to be granted, such notification to include the name

and address of the sub-licensee, the intended use for which the Know How has been sub-licensed and the duration of the sub-licence.

- 4.3 For the avoidance of doubt, no other sub-licensing by the Assignee of the rights and licences granted under Clause 4.1 hereof is permitted without the Assignor's prior written consent, not to be unreasonably withheld or delayed.
- 4.4 The Assignee shall and shall procure that all of its agents and sub-licensees, at all times keep the Know How (including without limitation any other information of a confidential nature disclosed to the Assignee by or on behalf of the Assignor) confidential and shall not disclose it to any third party for so long as the Know How remains confidential, unless the Know How is:
- 4.4.1 already in the possession of the Assignee at the date of this Assignment as can be evidenced by reasonable written record and is not subject to any conditions of confidentiality owed to the Assignor or any third party; or
- 4.4.2 is required to be disclosed by law or a court of competent jurisdiction. In the event that the Assignee is required to disclose the Know-How or any part thereof under this Clause 4.4.2, the Assignee may do so, but only to the extent so required and, if the circumstances permit, the Assignee shall inform the Assignor of the proposed disclosure as soon as possible and, so far as reasonably practicable, shall request that the disclosed Know How is treated as confidential.
- 4.5 The Assignee warrants and undertakes to the Assignor that it shall restrict disclosure of the Know-How and all other confidential material to such of its employees, agents, sub-licensees or sub-contractors as need to know the same for the purpose of using and commercially exploiting the Patents in accordance with the terms of this Assignment and shall ensure that such employees, agents, sub-licensees or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Assignee.

5. LICENCE BACK

- 5.1 The Assignee hereby grants to Leeds an irrevocable, perpetual, non-exclusive, royalty free licence to use the Patents solely for the purposes of Non Commercial Use. Leeds shall not be entitled to sub-licence the rights granted in this Clause 5.1 except:
- 5.1.1 with the prior written consent of the Assignee (not to be unreasonably withheld or delayed); or
- 5.1.2 to other academic or research institutions for the purposes of undertaking joint research projects with the same

and provided always that any such sub-licence is within the scope of the licence granted by the Assignee in this Clause 5.1.

- 5.2 The Assignee acknowledges that the Assignor has a primary charitable purpose being the advancement of education through teaching and research. Therefore, any employee or student of the Assignor may, provided the Assignor has not received a Confidentiality Notice in accordance with Clause 5.3:

5.2.1 discuss the Patents in university seminars, tutorials and lectures; and

5.2.2 Publish material based wholly or in part on the Patents (provided the same does not constitute confidential information of the Assignee).

5.3 The Assignor agrees and undertakes that it will submit to the Assignee, in writing, details of any proposed material based wholly or in part on the Patents that any employee or student of that Assignor intends to Publish, at least 30 days before the date it intends to submit such material for Publication. The Assignee may, by giving written notice to the Assignor (a "**Confidentiality Notice**"), require the Assignor to delay the proposed Publication for a maximum of 2 months after the date of the Confidentiality Notice or otherwise to amend the Publication if, in the Assignee's reasonable opinion, that delay is necessary in order for it to seek patent or similar protection or to prevent the Publication of any of the Assignee's confidential information. The Assignee must give the Confidentiality Notice within 30 days of the date the Assignee receives details of the proposed Publication. If the Assignor does not receive a Confidentiality Notice within that period, its employee or student may proceed with the proposed Publication, provided that, whether or not it has received a Confidentiality Notice, no confidential information of the Assignee may be published.

6. WARRANTIES

6.1 The Assignor warrants to the Assignee that it is the registered owner of the Patents and has the right and power to enter into this Assignment and to assign the rights in this Assignment

6.2 The Assignor gives no warranty that the Patents or any of them are valid and, except as expressly set out in this all other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Assignment.

6.3 The Assignee acknowledges and agrees that:

6.3.1 the Patents are experimental in nature and may be hazardous;

6.3.2 it has independently evaluated and assessed the Patents; and

6.3.3 no warranty is given by the Assignor that the use of the Patents and/or the Know-how will not infringe any third party's Intellectual Property rights.

6.4 Nothing in this Assignment limits or excludes the liability of any party for death or personal injury resulting from negligence; or for any damage or liability incurred as a result of fraud or fraudulent misrepresentation.

6.5 Subject to Clause 6.4 above, no Party shall be liable to the other for indirect or consequential losses including, without limitation any loss of profits, loss of business and/or revenue, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of investment, loss of goods, loss of contract or loss of use.

7. FURTHER ASSURANCE

- 7.1 Each Party agrees and undertakes that at the reasonable request and cost of the other Party it will, where practicable, do all such reasonable acts and execute all such documents as may be reasonably necessary to secure the vesting in the other Party of all rights assigned or licensed to it under this Assignment, including, in the case of the Assignor, the execution of short form patent assignments in agreed form to perfect or record the assignment of rights to the Assignee under this Assignment in any national or supra-national patent office.
- 7.2 The Assignor further agrees and undertakes that at the reasonable request and the sole cost of the Assignee it will, where practicable, use reasonable endeavours to assist in the resolution of any question arising from the prosecution of any of the Patents.

8. LAW AND JURISDICTION

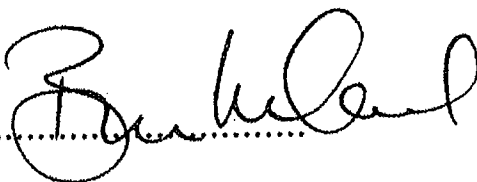
- 8.1 This Assignment shall be governed by and construed in accordance with the laws of England.
- 8.2 The Parties hereby submit to the exclusive jurisdiction of the courts of England in relation to any dispute or claim arising out of, or in connection with, this Assignment, except that any Party may bring proceedings for an injunction in any jurisdiction.

9. GENERAL

- 9.1 Nothing in this Assignment is intended to benefit any person who is not a party to it and no party who is not a party to this Assignment shall be entitled to enforce any term of this Assignment under the Contract (Rights of Third Parties) Act 1999.
- 9.2 This Assignment sets out the entire agreement of the Parties with respect to the Patents and relating to the subject matter of this Assignment and supersedes any prior agreement, understanding or arrangement between the parties.
- 9.3 In entering into this Assignment, none of the Parties has relied upon any representation undertaking or promise, express or implied, which is not set out in this Assignment, but this does not exclude any liability of a Party for fraud.
- 9.4 This Assignment shall be binding on and/or for the benefit of any successors in title of each of the Assignor and the Assignee.
- 9.5 Each Party shall bear its own costs in connection with the preparation and finalisation of this Assignment.
- 9.6 This Assignment may be executed in any number of counterparts, which shall together constitute one agreement.
- 9.7 No relaxation, forbearance or indulgence by any Party in enforcing any of the terms or conditions of this Agreement or the granting of time by any Party to the other shall prejudice, affect or restrict the rights and powers of such Party. Any waiver of any breach of any term or any condition of this Agreement must be in writing and signed by all parties and such waiver shall not be construed as a waiver of any subsequent breach of a term or condition of the same or of a different nature.

9.8 If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

IN WITNESS of which the parties have caused this Agreement to be duly executed the day and year first above written.

Signed.....

Signed.....

For and on behalf of
University of Leeds

For and on behalf of Xeros Limited

Name:.....**Brian McCaul**.....
Director....
Commercialisation
Services
Position.....**University of Leeds**.....

Name:.....**W.G. WESTWATER**.....
CEO
Position.....

Date.....

Date.....

SCHEDULE 1

Part 1

The Patents

(1) <u>Patent Title</u>	(2) <u>Patent Application Number(s)</u>	(3) <u>Priority Filings</u> <u>(Number and Date)</u>
Novel Cleaning Method	AU 2007246995 (Australia)* BD 76/2007 (Bangladesh) BR PI0710499-5 (Brazil)* CA 2648344 (Canada)* CN 200780021219.8 (China)* EP 07732283.2 (Europe)* IN 8428/DELNP/2008 (India)* JP 2009-503649 (Japan)* NZ 572109 (New Zealand)* PK 383/2007 (Pakistan) ZA 2008/09164 (South Africa)* KR 10-2008-7027130 (South Korea) TW 96112289 (Taiwan) AE P11024/08 (United Arab Emirates)* US 12/295,671 (United States)*	GB Application No. 0607047.8 7 April 2006
Polymer Treatment Method	GB Application No. 0916249.6	N/A
Novel Cleaning Method	GB Application No. 0916250.4	N/A

*Derived from PCT/GB2007/001235 (filed on 4 April 2007, published as WO 2007/128962)

Part 2

The Know-How

Confidential know-how developed in the School of Design by Professor Stephen Burkinshaw and Jane Howroyd in their capacity as employees or students of the Assignor and which the Assignor has the unrestricted right to use, license and disclose to third parties, being know-how relating to the development of interstitial cleaning and reduced solvent dry cleaning methods

PATENT

RECORDED: 02/10/2010

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