

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
ULTra PRT Limited	09/21/2011
<b>RECEIVING PARTY DATA</b>	
Name:	ULTra Global Limited
Street Address:	130 Aztec
City:	Aztec West Almondsbury, Bristol
State/Country:	UNITED KINGDOM
Postal Code:	BS32 4UB
<b>PROPERTY NUMBERS Total: 6</b>	
Property Type	Number
Application Number:	11993322
Application Number:	12596590
Application Number:	12668295
Application Number:	12738432
Patent Number:	7364219
Patent Number:	7681505
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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ATTORNEY DOCKET NUMBER:	221182

CH \$240.00 11993322

NAME OF SUBMITTER:

Joseph V. Coppola, Sr.

**Total Attachments: 9**

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Dated 21 September

2011

## Deed of Assignment of Patents

ULTra PRT Limited (1)

and

ULTra Global Limited (2)

Ref: HC06/HL03  
Burgess Salmon LLP  
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**BURGESS  
SALMON**

**PATENT  
REEL: 027075 FRAME: 0943**

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THIS DEED is dated

21 September

2011

## PARTIES

- (1) **ULTra PRT Limited**, a company incorporated and registered in England and Wales with company number 03070821 whose registered office is situated at 130 Aztec, Aztec West Almondsbury, Bristol BS32 4UB, England, previously called Advanced Transport Systems Limited (**Assignor**).
- (2) **ULTra Global Limited**, a company incorporated and registered in England and Wales with company number 07742807 whose registered office is at 130 Aztec, Aztec West Almondsbury, Bristol BS32 4UB, England (**Assignee**).

## BACKGROUND

- (A) The Assignor owns the Patents.
- (B) The Assignor has agreed to assign to the Assignee the Patents on the terms set out in this Assignment as part of the transfer of the substantial part of the business and assets of the Assignor to the Assignee as more particularly described in the Asset Sale Agreement entered into between the Assignor and the Assignee on or around the same date as this Assignment (the "**Asset Sale Agreement**") and a wider Intellectual Property Assignment (the "**IP Assignment**").

## AGREED TERMS

### 1 INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this Assignment.  
**Patents:** the patents and the applications short particulars of which are set out in Schedule 1.
- 1.2 Clause and schedule headings shall not affect the interpretation of this Assignment.
- 1.3 The schedules form part of this Assignment and shall have effect as if set out in full in the body of this Assignment. Any reference to this Assignment includes the schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this Assignment.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this Assignment to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 Writing or written includes faxes but not e-mail.

- 1.10 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

## **2 ASSIGNMENT**

- 2.1 In consideration of the Assignee entering into the Asset Sale Agreement and thereby assuming significant liabilities of the Assignor as more particularly described in the Asset Sale Agreement, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Patents including:
- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents;
  - (b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents whether occurring before, on, or after the date of this Assignment; and
  - (c) the right to claim priority from the Patents or any of them in respect of any further patent application in the United Kingdom or in any other country of the world, and the right to be granted a patent on such further patent application,

and the Assignee accepts the Assignment.

## **3 FURTHER ASSURANCE**

- 3.1 The Assignor shall, at the Assignee's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests, to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment, including:
- (a) registration of the Assignee as applicant or (as applicable) proprietor of the Patents; and
  - (b) assisting the Assignee in obtaining, defending and enforcing the Patents, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Patents.
- 3.2 The Assignor hereby appoints the Assignee to be its attorney to execute and do any such instrument or thing, and generally to use its name, for the purpose of giving the Assignee the benefit of this Assignment. The Assignor acknowledges in favour of a third party that a certificate in writing signed by any director or the secretary of the Assignee or any person appointed in accordance with clause 3.4 that any instrument or act falls within the authority conferred by this Assignment shall be conclusive evidence that such is the case.
- 3.3 This power of attorney is irrevocable as long as any of the Assignor's obligations under this Assignment remain undischarged.
- 3.4 Without prejudice to clause 3.2, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:
- (a) take any action that this Assignment requires the Assignor to take;
  - (b) exercise any rights which this Assignment gives to the Assignor; and

(c) appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.

3.5 The Assignor must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause 3.

#### **4 WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

#### **5 ENTIRE AGREEMENT**

5.1 This Assignment (together with an IP Licence, the IP Assignment and the Asset Sale Agreement) constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

5.2 Each party acknowledges that, in entering into this Assignment, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Assignment. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Assignment (whether made innocently or negligently) shall be for breach of contract.

5.3 Nothing in this clause 5 shall limit or exclude any liability for fraud.

#### **6 VARIATION**

No variation of this Assignment shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### **7 SEVERANCE**

7.1 If any court or competent authority finds that any provision of this Assignment (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Assignment shall not be affected.

7.2 If any invalid, unenforceable or illegal provision of this Assignment would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

#### **8 COUNTERPARTS**

This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

#### **9 THIRD PARTY RIGHTS**

No person other than a party to this Assignment shall have any rights to enforce any term of this Assignment.

#### **10 NOTICES**

10.1 Any notice or other communication required to be given under this Assignment shall be in writing in English and shall be delivered personally, or sent by pre-paid first-class

post or recorded delivery or by commercial courier, to each party required to receive the notice or communication at the appropriate address shown at the head of this Assignment or as otherwise specified by the relevant party by notice in writing to each other party.

- 10.2 Any notice or other communication shall be deemed to have been duly received:
- (a) if delivered personally, when left at the address referred to in this clause 10;
  - (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting (where "Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business); or
  - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 10.3 A notice or other communication required to be given under this Assignment shall not be validly given if sent by e-mail.
- 10.4 The provisions of this clause 10 shall not apply to the service of any proceedings or other documents in any legal action.

## **11 GOVERNING LAW AND JURISDICTION**

- 11.1 This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.
- 11.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



**Schedule 1**

Patents

<b>Country territory /</b>	<b>Application number / Patent Number</b>	<b>Status</b>	<b>Title</b>
Canada	2684327	Pending	Lateral Guidance
Europe	08736926.0	Pending	Lateral Guidance
Japan	2010-503573	Pending	Lateral Guidance
South Korea	10-2009-7021916	Pending	Lateral Guidance
UK	0707682.1	Pending	Lateral Guidance
USA	12/596590	Pending	Lateral Guidance
UK	0803718.6	Pending	Remote Waiting Deadlocks
Austria	E434087	Granted	Station Designs
Belgium	EP1613813	Granted	Station Designs
Canada	2526871	Pending	Station Designs
Denmark	EP1613813	Granted	Station Designs
Finland	EP1613813	Granted	Station Designs
France	EP1613813	Granted	Station Designs
Germany	602004021578.3	Granted	Station Designs
Greece	EP1613813	Granted	Station Designs
Ireland	EP1613813	Granted	Station Designs
Japan	4486083	Granted	Station Designs
Netherlands	EP1613813	Granted	Station Designs
Portugal	EP1613813	Granted	Station Designs
South Korea	10-2005-7019278	Pending	Station Designs
Spain	2329472	Granted	Station Designs
Sweden	EP1613813	Granted	Station Designs
UK	2400359	Granted	Station Designs
USA	7681505	Granted	Station Designs
Austria	E430.052	Granted	Vehicle Door
Belgium	EP1467880	Granted	Vehicle Door
Canada	EP2473704	Granted	Vehicle Door
Denmark	EP1467880	Granted	Vehicle Door
Finland	EP1467880	Granted	Vehicle Door
France	EP1467880	Granted	Vehicle Door
Germany	60327419.6	Granted	Vehicle Door
Greece	EP1467880	Granted	Vehicle Door
Ireland	EP1467880	Granted	Vehicle Door
Japan	4593112	Granted	Vehicle Door
Netherlands	EP1467880	Granted	Vehicle Door
Portugal	EP1467880	Granted	Vehicle Door
South Korea	10-0940896	Granted	Vehicle Door
Spain	2326117	Granted	Vehicle Door
Sweden	EP1467880	Granted	Vehicle Door
UK	EP1467880	Granted	Vehicle Door
USA	7364219	Granted	Vehicle Door
Canada	2613230	Pending	Vehicle Management Movement
Europe	0512962.2	Pending	Vehicle Management Movement
Japan	2008-517601	Pending	Vehicle Management Movement
South Korea	10-2007-7029823	Pending	Vehicle Management Movement
UK	2427709	Granted	Vehicle Management Movement
USA	11/993322	Pending	Vehicle Management Movement

			Management
Canada	2702311	Pending	Track with GRP Grid Running Surfaces
Europe	08840192.2	Pending	Track with GRP Grid Running Surfaces
Japan	2010-529452	Pending	Track with GRP Grid Running Surfaces
South Korea	10-2010-7009903	Pending	Track with GRP Grid Running Surfaces
UK	0720558.6	Pending	Track with GRP Grid Running Surfaces
USA	12/738432	Pending	Track with GRP Grid Running Surfaces
Canada	2692450	Pending	Automatic Vehicle Guidance Protection System
Europe	07733517.2	Pending	Automatic Vehicle Guidance Protection System
Japan	2010-515584	Pending	Automatic Vehicle Guidance Protection System
South Korea	10-2010-7000619	Pending	Automatic Vehicle Guidance Protection System
UK	0600387.5	Granted	Automatic Vehicle Guidance Protection System
USA	12/668295	Pending	Automatic Vehicle Guidance Protection System
UK	2384223	Granted	Track Structure

Executed as a deed by ULTRA PRT LIMITED  
acting by **PETER RILETT**  
, a director, in the presence of:

.....*Elizabeth Griffiths*.....

Name of Witness

Address of Witness

Occupation of Witness



.....

Director

.....**ELIZABETH GRIFFITHS**.....

.....**ONE GLASS WHARF**.....

.....**BRISTOL BS2 0ZX**.....

.....**SOLICITOR**.....

Executed as a deed by ULTRA GLOBAL  
LIMITED acting by, **PETER RILETT**  
, a director, in the presence of:

.....*Elizabeth Griffiths*.....

Name of Witness

Address of Witness

Occupation of Witness



.....

Director

.....**ELIZABETH GRIFFITHS**.....

.....**ONE GLASS WHARF**.....

.....**BRISTOL BS2 0ZX**.....

.....**SOLICITOR**.....