

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
National Grid Gas PLC	12/17/2010
RECEIVING PARTY DATA	
Name:	Advantica Intellectual Property Limited
Street Address:	Holywell Park, Ashby Road, Loughborough
City:	Leicestershire
State/Country:	UNITED KINGDOM
Postal Code:	LE11 3GR
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6240612
CORRESPONDENCE DATA	
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Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	35065-150957
NAME OF SUBMITTER:	James R. Foley
Total Attachments: 6 source=Assignment to Advantica Intellectual Property Ltd#page1.tif source=Assignment to Advantica Intellectual Property Ltd#page2.tif source=Assignment to Advantica Intellectual Property Ltd#page3.tif source=Assignment to Advantica Intellectual Property Ltd#page4.tif source=Assignment to Advantica Intellectual Property Ltd#page5.tif source=Assignment to Advantica Intellectual Property Ltd#page6.tif	

OP \$40.00 6240612

DATED 17<sup>th</sup> December 2010

National Grid Gas plc (1)

and

Advantica Intellectual Property Limited (2)

**PATENT AND TRADEMARK ASSIGNMENT**

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## **SCHEDULE 1**

DATE OF ASSIGNMENT

17<sup>th</sup> December

2010

## PARTIES

- (1) **National Grid Gas plc** (Company Number 2006000) whose registered office is at 1-3 Strand, London, WC2N 5EH, United Kingdom ("**Assignor**");
- (2) **Advantica Intellectual Property Limited** (formerly known as Lattice Intellectual Property Limited) (Company Number 02732228) whose registered office is at Holywell Park, Ashby Road, Loughborough, Leicestershire, LE11 3GR, United Kingdom ("**Assignee**") (together "the Parties").

## INTRODUCTION

- A Assignor is the legal and/or beneficial owner of the Patent and Trademark as defined in Schedule 1 to this agreement.
- B The Parties now wish to enter into this agreement for the purpose of assigning the Patent and Trademark to the Assignee.

## IT IS AGREED THAT

### 1 DEFINITIONS AND INTERPRETATION

In this agreement the following words have the meanings set out below unless stated otherwise.

"**Granted Patent**" means the granted patent of which brief details are set out in Part 1 of Schedule 1.

"**Registered Trademark**" means the registered trademark of which brief details are set out in Part 2 of Schedule 1.

"**Security Interest**" means any mortgage, charge (fixed or floating), pledge, lien, trust, option, right of set-off or other third party right or interest (legal or equitable) including any royalty, right of pre-emption, assignment by way of security, reservation of title or any other security interest of any kind however created or arising or any other agreement or arrangement having similar effect.

### 2 ASSIGNMENT

In consideration of the sum of one pound (£1.00) now paid by the Assignee to the Assignor (receipt of which is hereby acknowledged by the Assignor) the Assignor hereby assigns to the Assignee, with full title guarantee and free from any Security Interest, the Granted Patent and Registered Trademark together with all rights, titles and interests of the Assignor therein, including, without limitation, all the rights, powers and benefits arising or accrued therefrom together with the right to sue for and take all such other proceedings as may be necessary for the recovery of past, present and future damages or any other remedies in respect of any infringement of the Granted Patent and Registered Trademark whether taking place before or on or after the date of this agreement.

### **3 FURTHER ASSURANCE**

- 3.1 The Assignor shall, at the request of the Assignee or its nominee, promptly do all such acts and execute all such documents as may be reasonably necessary for securing, completing or absolutely vesting full right, title and interest in the Granted Patent and Registered Trademark in favour of the Assignee.
- 3.2 The Assignor shall at the expense of the Assignee provide the Assignee or its nominee with such assistance as the Assignee or its nominee may reasonably request from time to time (including without limitation the provision of evidence and the execution of documents) in relation to:
- (a) the defence of any attack on the validity, ownership or subsistence of the Granted Patent or Registered Trademark; and
  - (b) any claim or proceedings in respect of the infringement of the Granted Patent and Registered Trademark taking place before the date of this assignment.

### **4 WARRANTIES**

The Assignor warrants in favour of the Assignee that:

- (a) it is the sole legal and/or beneficial owner of the Granted Patent and Registered Trademark free from any Security Interest;
- (b) all renewal and prosecution fees which have become due for payment in respect of the Granted Patent and Registered Trademark have been paid in time and in full;
- (c) subject to written disclosure made by the Assignor to the Assignee before the date of this agreement the Granted Patent and Registered Trademark are not the subject of any pending or threatened proceedings for opposition, cancellation, revocation, rectification, licence of right or relating to title or any similar proceedings anywhere in the world; and
- (d) so far as the Assignor is aware there is no fact or matter (including any act or omission of the Assignor) which might result in any registrations of the Granted Patent or Registered Trademark, either in whole or in part, being revoked, invalidated or rendered unenforceable

### **5 LAW AND JURISDICTION**

- 5.1 This agreement shall be governed by and construed in accordance with English law.
- 5.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England in relation to any claim or matter arising under or in connection with this agreement.

IN WITNESS of which the parties have signed this agreement on the date set out above.

Signed by: [Signature]  
Name: JONATHAN MUNSEY  
Capacity: COMPANY SECRETARY

Signed for and on behalf of **National Grid Gas plc**  
in the presence of

Witness:  
Signature: [Signature]  
Name: IAN LEATHAM  
Occupation: SOLICITOR  
Address: NO 1155, GALLONS HILL, WARWICK CV34 6DA

Signed by: [Signature]  
Name: ARTHUR STODDART  
Capacity: DIRECTOR

Signed for and on behalf of **Advantica Intellectual Property Limited**  
in the presence of

Witness:  
Signature: [Signature]  
Name: PATRICIA MANFRINATO  
Occupation: P.A.  
Address: ASHBY ROAD, LOUGHBOROUGH,  
LEICESTERSHIRE, LE11 3GR

## **SCHEDULE 1**

### **Part 1**

#### **Granted Patent**

<b>Country</b>	<b>Number</b>	<b>Title</b>
USA	6,240,612	Die abutment – method for the lining of an existing pipe

### **Part 2**

#### **Registered Trademark**

<b>Country</b>	<b>Number</b>	<b>Title</b>
USA	1,578,635	"SWAGELINING" (word + device)