

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
University of Bradford	01/20/2011
RECEIVING PARTY DATA	
Name:	Peter Excell
Street Address:	2 Fleming Drive
City:	Wrexham
State/Country:	UNITED KINGDOM
Postal Code:	LL11 2BP
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6346921
CORRESPONDENCE DATA	
Fax Number:	(414)277-0656
Phone:	414-271-6560
Email:	mkeipdocket@michaelbest.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Michael Best & Friedrich LLP
Address Line 1:	100 East Wisconsin Avenue
Address Line 2:	Suite 3300
Address Line 4:	Milwaukee, WISCONSIN 53202-4108
ATTORNEY DOCKET NUMBER:	013344-9014-US00
NAME OF SUBMITTER:	David R. Price
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Private & Confidential

DATED 26th January 2011 ~~2010~~

UNIVERSITY OF BRADFORD (1)

and

PETER EXCELL (2)

**ASSIGNMENT OF INTELLECTUAL PROPERTY
RIGHTS**

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THIS AGREEMENT is dated

2010

BETWEEN:

- (1) **THE UNIVERSITY OF BRADFORD**, an institute of higher education created by Royal Charter (Company registration number: RC000647), whose administrative offices are at Richmond Building, Richmond Road, Bradford BD7 1DP (the "**University**"); and
- (2) **PETER EXCELL** of 2 Fleming Drive, Wrexham, LL11 2BP, UK (the "**Assignee**").

RECITALS:

- (A) The University owns the intellectual property rights in the Assigned Rights (as defined below).
- (B) The University has agreed to assign to the Assignee all the Intellectual Property Rights in the Assigned Rights on the terms set out in this agreement.

NOW IT IS HEREBY AGREED as follows:

1 Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

"Assigned Rights" means the Patents;

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in England are open for business;

"Commencement Date" means the date of this agreement;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, 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;

Patents" means the patents and/or 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 agreement.
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this agreement.
- 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 or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this agreement 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.
- 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 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, description, definition, phrase or term preceding those terms.

2 Assignment

- 2.1 In consideration of the sum of £1 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the University hereby

assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights.

3 Commercialisation

- 3.1 The Parties acknowledge and agree that in the event that the Assignee manufactures, distributes or otherwise commercially exploits the Assigned Rights and/or products arising therefrom, directly or indirectly, they will pay a royalty, or other form of financial compensation to the University, to be agreed between the Parties in good faith and within a reasonable time of such manufacture or commercial exploitation.

4 Waiver

- 4.1 No failure or delay by a party to exercise any right or remedy provided under this agreement 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 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 agreement, 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 agreement.
- 5.3 Nothing in this clause shall limit or exclude any liability for fraud.

6 Variation

- 6.1 No variation of this agreement 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 agreement (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 agreement shall not be affected.
- 7.2 If any invalid, unenforceable or illegal provision of this agreement 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

- 8.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

9 Third party rights

- 9.1 A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement and no one except a party to this Agreement may enforce any benefit conferred by this agreement, unless this agreement expressly provides otherwise.

10 Notices

- 10.1 Any notice required to be given under this agreement shall be in writing 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 as set out below:
- (a) University: Ian Rowe, Director of Research & Knowledge Transfer Support,
 RKTS, University of Bradford, Richmond Road, BD7 1DP, UK;
- (b) Assignee: Peter Excell, 2 Fleming Drive, Wrexham, LL11 2BP, UK

or as otherwise specified by the relevant party by notice in writing to each other party.

10.2 Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; 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 agreement shall not be validly given if sent by e-mail.

10.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11 Governing law and jurisdiction

11.1 This agreement 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 shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof this agreement has been entered into the day and year first above written.

Schedule 1**Patents**

Country/territory	Application number	Publication number	Date filed	Date granted	Title
EUROPE (EPO)	EP98962588.4	EP1040536	21/12/98	07/01/04	BROADBAND ANTENNA
FRANCE	EP98962588.4	EP1040536	21/12/98	07/01/04	BROADBAND ANTENNA
GERMANY	EP98962588.4	EP1040536	21/12/98	07/01/04	BROADBAND ANTENNA
UNITED KINGDOM	EP98962588.4	EP1040536	21/12/98	07/01/04	BROADBAND ANTENNA
JAPAN	JP525954	JP4124571	21/12/98	16/05/08	BROADBAND ANTENNA
USA	US9/581859	US6346921	21/12/98	12/02/02	BROADBAND ANTENNA

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