

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Reactec Limited	05/13/2011
RECEIVING PARTY DATA	
Name:	XI Engineering Consultants Limited
Street Address:	7 Castle Street
City:	Edinburgh
State/Country:	UNITED KINGDOM
Postal Code:	EH2 3AH
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12675063
CORRESPONDENCE DATA	
Fax Number:	(602)382-6070
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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>	
Correspondent Name:	Howard Sobelman, Snell & Wilmer L.L.P.
Address Line 1:	One Arizona Center, 400 E. Van Buren
Address Line 4:	Phoenix, ARIZONA 85004-2202
ATTORNEY DOCKET NUMBER:	44385.4800
NAME OF SUBMITTER:	Howard I. Sobelman
Total Attachments: 12 source=AssignmentAgreement#page1.tif source=AssignmentAgreement#page2.tif source=AssignmentAgreement#page3.tif source=AssignmentAgreement#page4.tif	

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WARNING: Signing this document will make you legally bound by its terms. You should take independent legal advice before signing.  
MBM Commercial LLP are acting for Reactec Limited in connection with this document.

## **ASSIGNATION AGREEMENT**

between

**REACTEC LIMITED**

and

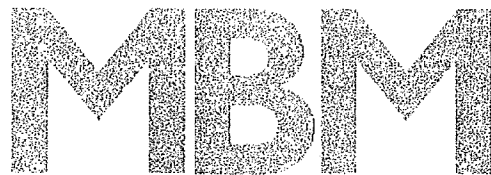
**XI ENGINEERING CONSULTANTS LIMITED**

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relating to the

**SALE AND PURCHASE OF THE 'ENGINEERING SOLUTIONS AND  
CONSULTANCY SERVICES' BUSINESS DIVISION OF REACTEC  
LIMITED**

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The logo for MBM Commercial LLP, featuring the letters 'MBM' in a large, bold, sans-serif font. The letters are filled with a dense, stippled or textured pattern, giving them a three-dimensional appearance.

**C O M M E R C I A L   L L P**

**MBM COMMERCIAL LLP**  
5<sup>th</sup> FLOOR, 7 CASTLE STREET, EDINBURGH EH2 3AH  
DX ED403 EDINBURGH  
TELEPHONE 0131 226 8200  
FACSIMILE 0131 226 8240

Ref: REA0002-0017/SJFH

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## ASSIGNATION AGREEMENT

between

- (1) **REACTEC LIMITED**, a private limited company incorporated in Scotland with registered number SC221428 and having its registered office at 5 Leamington Terrace, Edinburgh, EH10 4JW (the "Assignor");

and

- (2) **XI ENGINEERING CONSULTANTS LIMITED**, a private limited company incorporated in Scotland with registered number SC386913 and having its registered office at 5<sup>th</sup> Floor, 7 Castle Street, Edinburgh, EH2 3AH (the "Assignee").

### WHEREAS

- (A) The Assignor wishes as part of the sale of the Business (as hereinafter defined) to the Assignee to assign to the Assignee absolutely to the fullest extent permitted by law the whole right, title and interest in and to the Intellectual Property (as hereinafter defined).
- (B) The Assignee has agreed to receive such an assignment from the Assignor.

NOW IT IS HEREBY AGREED as follows:

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words and expressions shall bear the meanings respectively set opposite them (unless the context otherwise requires):

"Act"	means the Copyright Designs and Patents Act 1988 as amended;
"Agreement"	means this "Assignment Agreement" as varied or amended in accordance with its terms;
"Assignment Date"	means the last date of execution of this Agreement;
"Business"	means the engineering solutions and consultancy services business division carried on by the Assignor at the Assignment Date;
"Confidential Information"	means all information (whether written or oral) concerning the Business or the Intellectual Property which is marked confidential or which ought reasonably to be treated as confidential;
"Domain Names"	means the domains names which are listed in Part 2 of the Schedule;

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"Excluded IPR Rights"	means the patent rights, design rights and trade mark rights (whether applied for or registered or unregistered) all of which are listed in Part 3 of the Schedule together with all know-how specifically related to such rights;
"Intellectual Property"	means all patents, Domain Names, Know-How, trade secrets, Confidential Information, Inventions, goodwill (but not in relation to the "Reactec" or "HAVmeter" names which are hereby expressly excluded), copyrights (including rights in computer software), registered or unregistered trademarks, design rights, databases and rights in databases and all other similar proprietary rights which may subsist in any part of the world in and to the Business together with all renewals, extensions, revivals, applications for any of the foregoing (including without limitation the Patent Applications and the Inventions) and any and all rights to apply for any of the foregoing, but excluding always the Excluded IPR Rights which shall be excluded from this Agreement;
"Inventions"	means the inventions referred to in the Patent Applications;
"Know-How"	means secret and substantial body of information, knowledge, formulae, data, and technical information in the possession of the Assignor and specifically related to the Patent Applications; and
"Patent Applications"	means the patent applications summarised in Part 1 of the Schedule.

- 1.2 Reference to any statute or statutory provision shall include a reference to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision but not so as to defeat the purpose of this Agreement.
- 1.3 The singular includes the plural and the masculine includes the feminine and vice versa.
- 1.4 References to persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.5 References to any Clause, Sub-clause, Schedule or Part of a Schedule are references to such terms contained in this Agreement, unless otherwise specified.
- 1.6 Reference to this Agreement shall include the Recitals.

- 1.7 The headings to Clauses are for convenience only and shall not affect the interpretation of this Agreement.
- 1.8 Reference to any party in this Agreement shall be deemed to include a reference to its successors, permitted transferees and permitted assignees.
- 1.9 Reference to any Scottish legal term for any action, judicial procedure, court, concept or principle shall, where appropriate, include any equivalent or the closest approximation to such term in any other relevant jurisdiction.

## **2. ASSIGNATION**

- 2.1 The Assignor hereby assigns (or, insofar as the rights have not yet come into existence, hereby agrees to assign) to the Assignee the whole right, title and interest, past and present and future in and to the Intellectual Property with effect from the date of the creation of such Intellectual Property, including but not limited to:

2.1.1 all rights, powers, privileges, immunities and advantages conferred on the owner thereof in respect of any past, existing or future infringements thereof (including without limitation the right to recover (and take all such proceedings as may be necessary for the recovery of) damages or otherwise in respect of all infringements of such Intellectual Property whether such infringements take place before or after the Assignment Date);

2.1.2 with regard to patents and patent applications, the right to apply for, prosecute and obtain patent or similar protection throughout the world (together with the right to claim priority under the International Convention for the Protection of Industrial Property) in respect of the inventions claimed in any patents or patent applications and to the intent that the grant of any patents or similar protection shall be in the name of and vest in the Assignee;

2.1.3 with regard to copyright and design right the exclusive right to do and to authorise others to do any and all acts restricted by the Act in the United Kingdom and the right to register or record such copyright and/or design right in any country in the world where such registration or recording is possible; and

2.1.4 all rights of a similar nature to those described in paragraphs 2.1.1 and 2.1.3 above conferred in respect of the Intellectual Property by the laws in force in all parts of the world;

all for the full period thereof including all corresponding patents or registered designs and all applications for the same and any re-issues, renewals or extensions of the same (and in the case of applications, all divisions and continuations of such applications) and including all rights of action accrued to each of the above rights at the Assignment Date.

- 2.2 The Assignor hereby acknowledges and agrees that all physical or tangible embodiments of the Intellectual Property assigned hereunder shall be the property of the Assignee and shall be delivered to the Assignee on the Assignment Date (if not already in the Assignee's possession) in written format or any other agreed format.
- 2.3 The Assignor undertakes at the request and expense of the Assignee to do all acts and execute all documents, forms and authorisations anywhere in the world which may be necessary or reasonably desirable to (i) confirm the title of the Assignee to the Intellectual Property assigned or vested in the Assignee hereunder, whether in connection with any registration of such title or otherwise and (ii) (if so requested by the Assignee) to apply for any patents or other forms of protection in respect of the Inventions throughout the world and fully and effectively to vest the same in the Assignee or its nominee; including, without limitation, to waive any moral rights that the Assignor may have in the Intellectual Property assigned hereunder, declaring that in the event that the Assignor fails to do so the Assignee is hereby irrevocably authorised and empowered to exercise and perform such acts and take such proceedings in the name and on behalf of the Assignor and as the attorney for the Assignor (but always at the cost and expense of the Assignee).

### **3. WARRANTIES**

- 3.1 The Assignor warrants to the Assignee as at the date hereof that:
- 3.1.1 as far as the Assignor is aware the Assignor has the necessary power and authority to enter into this Agreement;
  - 3.1.2 as far as the Assignor is aware there are no liens or other encumbrances in respect of the Intellectual Property which will affect the ability of the Assignor to grant the assignment under this Agreement; and
  - 3.1.3 the Assignor has not and will not grant or assign or licence any rights of any nature in and to the Intellectual Property to any third party.
- 3.2 The Assignor shall forthwith give notice in writing to the Assignee of any misuse, infringement or threatened infringement of the Intellectual Property which shall at any time come within the Assignor's knowledge.
- 3.3 If any such misuse or infringement of the Intellectual Property occurs or the Intellectual Property infringes the rights of any third party, then the Assignee shall be entitled to institute such proceedings (whether by way of defence or prosecution) as it may deem necessary or desirable in the circumstances and that at its own expense but for the avoidance of doubt, the Assignor shall give such assistance in connection with any such proceedings as the Assignee shall reasonably deem necessary (subject to the Assignee paying the Assignor's costs and expenses in connection therewith).

**4. SURVIVAL OF CLAUSES**

In the event that any Clause of this Agreement is held to be invalid by an authority having jurisdiction over this Agreement, that Clause may be deleted from this Agreement and the remaining Clauses shall continue to be, to the extent that they are unaffected by the deletion, valid and binding on the parties hereto.

**5. NOTICES**

Any notice document, consent or approval relating to this Agreement (including this Clause) shall be in writing and may be served upon or delivered to the parties hereto at their respective addresses stated in this Agreement or at such other address (if any) as may have been notified for the purpose. Notices sent by first class recorded delivery mail shall be deemed to have been delivered forty-eight (48) hours after posting and proof of due posting shall be sufficient evidence of delivery.

**6. DURATION & VARIATION**

6.1 This Agreement shall remain in full force and effect and shall continue to be enforceable at the instance of the parties until such time as the Assignee and the Assignor both agree to the contrary in writing.

6.2 Modification or variation of this Agreement or of any of the provisions herein contained shall not be valid unless made in writing and signed on behalf of the respective parties or duly authorised agents thereof.

**7. FURTHER ASSURANCES**

Each of the parties agrees to perform, without delay, such further acts and execute and deliver such further documents as may be required by law or otherwise necessary or reasonably desirable to implement and/or perfect this Agreement.

**8. COSTS AND EXPENSES**

Subject to the provisions of Clauses 2.3 and 3.3 the Assignor shall bear all costs and expenses incidental to the negotiation of and to the preparation and carrying into effect of this Agreement.

**9. WAIVER**

The rights and powers which the Assignor and the Assignee have under this Agreement shall not be prejudiced or restricted by any delay in the exercise of those rights or powers or by any indulgence or by any forbearance extended to the Assignee or the Assignor (as the case may be). No failure or delay by the Assignor or the Assignee to exercise any such right or power shall operate as a waiver thereof nor shall any partial exercise of any such right or power preclude any other or further exercise of that or any other right or power.



## 10. CONFIDENTIALITY

10.1 The Assignor undertakes to the Assignee to keep the Confidential Information confidential by employing commercially reasonable precautions, and at least those precautions which it employs to protect its own confidential information.

10.2 The obligations of confidence in Clause 10.1 shall not extend to Confidential Information which:

10.2.1 is already in the public domain or subsequently comes into the public domain other than by breach of this Agreement;

10.2.2 is required to be disclosed by law; or

10.2.3 is received from a third party who has the right to disclose it.

## 11. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of this Agreement shall be governed by the Law of Scotland and the parties prorogate the exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents consisting of this and the six preceding pages together with the Schedule (comprising three parts) are executed as follows:-

They are subscribed for and on behalf of  
**REACTEC LIMITED**

at EDINBURGH

on 13/5/11

Two Thousand and Eleven

By CHARLES SWEENEY, Director

Before this witness:-

 Director

 Witness

CATHIONA EMMA ROSEMAN BROWN Full Name

MBM COMMERCIAL LLP Address  
5th FLOOR  
7 CASTLE STREET  
EDINBURGH  
EH2 3AH

They are subscribed for and on behalf of  
**XI ENGINEERING CONSULTANTS  
LIMITED**


at EDINBURGH

on 13/5/11

Two Thousand and Eleven

By MARK PAUL BUCKINGHAM, Director

before this witness:-

 Director

 Witness

CATHIONA EMMA ROSEMAN BROWN Full Name

MBM COMMERCIAL LLP Address  
5th FLOOR  
7 CASTLE STREET  
EDINBURGH  
EH2 3AH

# ASSIGNATION AGREEMENT

between

REACTEC LIMITED

and

XI ENGINEERING CONSULTANTS LIMITED

## SCHEDULE

### Part 1 - Patent Applications

Patent applications for wind tower pendulum damper invention (SQT)

Full IP Title: "Windturbine Support Tower with Pendulum-Damping Means"

Territory/ Country	Our Reference	Application No.	Short Title	Filing Date	Status
China	P136138.CN	2008-80113800.7	Damping	27 August 2008	Pending
Europe	P136138.EP	08788447.4	Damping	27 August 2008	Pending
UK	P136138.GB	1005049.0	Damping	27 August 2008	Pending
India	P136138.IN	1893/DELNP/2010	Damping	27 August 2008	Pending
US	P136138.US	12/675063	Damping	27 August 2008	Pending
Canada		From International Patent Application PCT/GB2008/002888	Damping	27 August 2008	Unfiled

Patent applications for wind tower laminated damper invention

Territory/ Country	Our Reference	Application No.	Short Title	Filing Date	Status
UK	P 110337.GB	0906363.7	Laminated Damper	14 April 2009	Abandoned 14 April 2010

**ASSIGNATION AGREEMENT**

**between**

**REACTEC LIMITED**

**and**

**XI ENGINEERING CONSULTANTS LIMITED**

**SCHEDULE CONTINUED**

**Part 2 – Domain Names**

XICONSULTING.CO.UK  
XIEC.CO.UK  
XI-EC.CO.UK  
XI-EC.COM  
XIENG.CO.UK  
XIENGINEERING.CO.UK  
XIENGINEERING.COM  
XIENGINEERINGCONSULTANTS.CO.UK  
XIENGINEERINGCONSULTANTS.COM  
XILTD.CO.UK  
XILTD.COM  
XIMARINE.COM  
XIRENEWABLES.CO.UK  
XIRENEWABLES.COM  
XIWIND.COM

# ASSIGNATION AGREEMENT

between

REACTEC LIMITED

and

XI ENGINEERING CONSULTANTS LIMITED

## SCHEDULE CONTINUED

### Part 3 – Excluded IPR Rights

Patent applications for HAVmeter improvements (Tool Tag) invention

Territory/ Country	Our Reference	Application No	Title	Filing Date	Status
International	P 136339.WO	PCT/GB2009/050100	Attachment arrangement	3 February 2009	Pending: awaiting issue of International Search Report and Written Opinion. 8 Aug 2010: National applications for the US, Europe and China filed.
Europe	P136339.EP	09708185.5	Attachment arrangement	3 February 2009	Search report issued November 2010. Patent published on 15 December 2010, Patent publication no: 2260561A
China	P136339.CN	200980104288.4	Attachment arrangement	3 February 2009	National Stage filed Aug 2010. Examination requested 28 Jan 2011, awaiting first report

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United States	P136339.US	12/865785	Attachment arrangement	3 February 2009	National Stage filed Aug 2010
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#### Registered design protection for HAVmeter product

Territory/ Country	Our Reference	Registration No.	Title	Filing Date	Status
Europe	D 106913.EM.01	000961560-0001	HAVmeter	30 June 2008	Registered
Europe	D 106913.EM.02	000961560-0002	Base station	30 June 2008	Registered

#### Registered trade mark protection

Territory/ Country	Our Reference	Application/ registration No.	Title	Filing Date	Status
UK	T 109559.GB	GB 2507371	Reactec – in classes 9 & 42	28 January 2009	Registered
UK	T 109555.GB	GB 2507360	HAVmeter logo - in classes 9 & 42	28 January 2009	Registered

#### Patent applications for HAVmeter invention

Territory/ Country	Our Reference	Application No.	Title	Effective Filing Date	Status
Europe	P 134837.EP	06831490.5	Monitoring apparatus and method	22 December 2006	Pending: first exam report issued and response filed. Second exam report issued
United States	P 134837.US	12/158,512	Monitoring apparatus and method	22 December 2006	First exam report issued 28 December 2010
Australia	P 134837.AU	2006-327958	Monitoring apparatus and method	22 December 2006	Normal Examination requested by 28 October

					2010. Amended claim set
Canada	P 134837.CA	2,624,917	Monitoring apparatus and method	22 December 2006	Pending
China	P 134837.CN	2006-80053288.2	Monitoring apparatus and method	22 December 2006	<b>GRANTED</b>
India	P 134837.IN	5986/DELNP/2008	Monitoring apparatus and method	22 December 2006	Pending: awaiting issue of first exam report following filing of exam request
Hong Kong	P 134837.IN	09107996.0	Monitoring apparatus and method	22 December 2006	Published under No: 1128867A on 13 November 2009

**PATENT**

**RECORDED: 04/10/2012**

**REEL: 028018 FRAME: 0104**