

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Gideon Levingston	05/24/2012
RECEIVING PARTY DATA	
Name:	Carbontime Limited
Street Address:	100 Victoria Street
Internal Address:	5th Floor
City:	Bristol
State/Country:	UNITED KINGDOM
Postal Code:	BS1 6HZ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13576554
CORRESPONDENCE DATA	
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Email:	uspto@leasonellis.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:	Leason Ellis LLP
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Address Line 2:	Fifth Floor
Address Line 4:	White Plains, NEW YORK 10601
ATTORNEY DOCKET NUMBER:	00410/003079-US0
NAME OF SUBMITTER:	David Leason

Total Attachments: 12
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Dated: 24th May 2012

PARTIES

- (1) **Gideon Levingston** whose home address is at 352 Chemin des Allees, 06740 Chateauneuf de Grasse, France (the **Assignor**); and
- (2) **Carbontime Limited** incorporated and registered in England & Wales with company number 05417814 whose registered office is at 5th Floor, 100 Victoria Street Bristol BS1 6HZ, United Kingdom (the **Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of the Inventions, the Patents and the applicant of applications comprised in the Patents, the Trademarks and the Unregistered Intellectual Property Rights.
- (B) The Assignor has agreed to assign the Inventions, the Patents and the applications comprised in the Patents, the Trademarks and the Unregistered Intellectual Property Rights to the Assignee on the terms set out in this assignment.

AGREED TERMS

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this assignment.

Business means the business of the Assignee, being the research and development of, and making and selling of, non-magnetic oscillators.

Invention means the invention or inventions disclosed in the Patents.

Patents means the priority patent applications, the PCT patent applications and any future applications linked by one or more priorities to priority patent applications or the PCT patent applications and all matter contained in such applications and any and all:

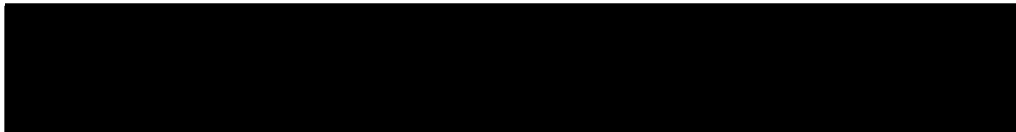
- (a) national and regional phases of all such applications; and
- (b) divisions, continuations and continuations-in-part of all such applications; and
- (c) patents that have been or may be granted pursuant to any of the aforesaid applications for their full period, including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates;

short particulars of which are set out in Part 1, Part 2 and Part 3 of the Schedule.

Trademarks means the registered trademarks set out in Part 4 of the Schedule.

Unregistered Intellectual Property Rights means, solely to the extent that they relate directly to the Business, copyright (including rights in computer software), unregistered brands, trademarks and services marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off and unfair competition, rights in designs, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) 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.

2. ASSIGNMENT



- 2.1 in Canada, the United States and all other countries of the world in, to and arising from the Invention and, with effect from immediately prior to the filing of each application, the Patents including (but not limited to):
- (a) in respect of the Invention and any invention that shall be disclosed in and all matter that shall be contained in any of the Patents, the right to file applications, claim priority from such applications, and prosecute and obtain grant of patent or other intellectual property protection in respect of any country, region or territory in the world;
 - (b) in respect of each and any applications comprised in the Patents:
 - (i) the right to claim priority from and to prosecute and obtain grant of patents; and
 - (ii) the right to file divisional applications and to prosecute and obtain grant of patent on each and any such divisional application;
 - (c) the right to extend to or register in or in respect of any country, region or territory in the world each and any of the applications comprised in the Patents and to extend to or register in, or in respect of, any country, region or territory in the world any patent or other intellectual property protection granted on any of such applications;
 - (d) the absolute entitlement to the Patents and any patents granted pursuant to any applications comprised in the Patents; and
 - (e) the right to bring, make, oppose or defend claims or actions, appeal proceedings and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising

from ownership of the Patents, whether occurring before on or after the date of this assignment; and

- 2.2 in, to and arising from the Trademarks, including (but not limited to):
- (a) the absolute entitlement to any registered trademarks granted pursuant to any of the applications comprised in the Trade Marks; and
 - (b) all statutory and common law rights attaching to the Trademarks, together with the goodwill of the business relating to the goods or services in respect of which the Trademarks are registered or used; and
 - (c) 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 (including passing off) arising from ownership, of any of the Trademarks whether occurring before, on or after the date of this agreement; and
- 2.3 in, to and arising from the Unregistered Intellectual Property Rights, including (but not limited to):
- (a) the absolute entitlement to file applications to register and any registrations granted pursuant to any such applications comprised in the Unregistered Intellectual Property Rights;
 - (b) all goodwill attaching to any unregistered trademarks and in respect of the business relating to the goods or services in respect of which such trademarks are used; and
 - (c) 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 Unregistered Intellectual Property Rights whether occurring before, on, or after the date of this agreement.

3. FURTHER ASSURANCE

The Assignor shall, at the Assignee's cost, perform all further acts and things, and execute 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 (but not limited to):

- (a) documents required to be signed by or on behalf of the Assignor in the course of any and all Canadian or United States or any other applications which relate to the Invention or to any inventions that shall be disclosed in any of the Patents, the Trademarks or the Unregistered Intellectual Property Rights;

- (b) registration of the Assignee as applicant for, or proprietor of, the Patents and the Trademarks and any applications comprised in the Patents and the Trademarks; and
- (c) assisting the Assignee in obtaining, defending and enforcing any of the Patents, and assisting with any other proceedings which may be brought by or against the Assignee by any third party or in the resolution of any question concerning the Invention or the Patents or any inventions that shall be disclosed in any of the Patents or the Trademarks or the Unregistered Intellectual Property Rights.

4. ISSUE OF PATENTS

The Assignor requests the US Commissioner of Patents and the relevant authorities in all countries, regions and territories of the world to issue any patents granted for the Invention or pursuant to any of the applications comprised in the Patents in the name of the Assignee (either alone or jointly with any co-applicant) in accordance with this Assignment.

5. ENTIRE AGREEMENT

This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

6. SEVERANCE

6.1 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.

6.2 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.

7. COUNTERPARTS

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.

8. THIRD PARTY RIGHTS

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

9. GOVERNING LAW AND JURISDICTION

This assignment shall be governed by and construed in accordance with the law of England and Wales. 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.

This assignment has been entered into on the date stated at the beginning of it.

Schedule The Patents & Trademarks

Part 1: The Priority Applications

Country	Application No.	Application Date	Title
FR	0208802	12 July, 2002	Oscillateur Mecanique (Systeme Balancier Et Ressort Spiral) En Matériaux Permettant D'atteindre Un Niveau Supérieur De Precision, Applique A Un Mouvement D'horlogerie Ou Autre Instrument De Precision
GB	0324439.9	20 October, 2003	Minimal Thermal Variation and Temperature Compensating Non-Magnetic Balance Wheels and Methods of Production of These and Their Associated Balance Springs
GB	0509886.8	14 May, 2005	Balance Wheel Mass and Regulating Element Assembly and Balance Wheel and Balance Spring Manufacturing Processes for Horological Oscillator Mechanisms
GB	0522838.2	09 November, 2005	Innermost Portion and Outermost Portion Configurations for Balance Springs, Their Attachment Devices and Method of Manufacture
GB	0617662.2	08 September, 2006	Memory Material Temperature Compensating Balance Wheel and

				Shape Changing Elements and Appendages
GB	0701299.0		24 January, 2007	Temperature Compensating Balance Wheel Appendages
GB	1001897.6		05 February, 2010	Non Magnetic Material Additives and Processes for Controlling The Thermoeelastic Modulus and Spring Stiffness Within Springs for Precision Instruments
GB	1120588.7		30 November 2011	Modifying treatment to modify the mechanical characteristics of an oscillating spring element material.

Part 2: Other Applications

Country/region	Application No.	Publication No.	Application Date	Title
EP	03738337.9	EP 1 522 002	10 July, 2003	Mechanical Oscillator System
CN	200910207732.7	-	17 September, 2004	Balance Wheel, Balance Spring and Other Components and Assemblies for a Mechanical Oscillator System and Method of Manufacture
EP	06727010.8	EP 1 886 194	04 May, 2006	Balance Spring, Regulated Balance Wheel Assembly and Methods of Manufacturing Thereof
US	11/914322	-	04 May, 2006	Balance Spring, Regulated Balance Wheel Assembly and Methods of Manufacture

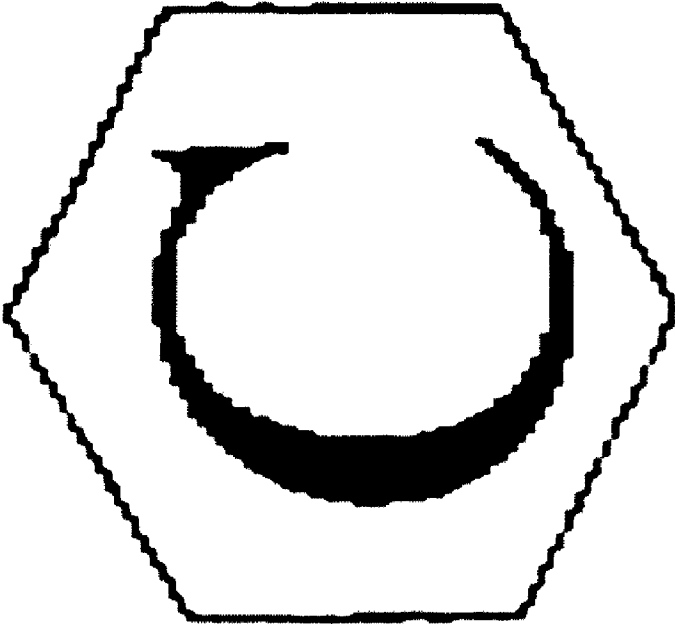
IN	4345/KOLNP/2007	-	04 May, 2006	Balance Spring, Regulated Balance Wheel Assembly and Methods of Manufacture
JP	2008-511771		04 May, 2006	Balance Spring, Regulated Balance Wheel Assembly and Methods of Manufacture
EP	07804186.0	EP 2 062 101	06 September, 2007	Thermally Compensating Balance Wheel
WO	PCT/GB2011/000150	WO2011/095780	04 February, 2011	Oscillator Spring Composition and Method for Fabricating an Oscillator Spring

Part 3: Granted Patents

Country/region	Application No.	Publications No.	Application Date	Date of Grant	Title
JP	2004-520848	JP 4468809	10 July, 2003	5 March, 2010	Mechanical Oscillator System
CN	200710181161.5	ZL200710181161.5	10 July, 2003	29 September, 2010	Mechanical Oscillator System
US	10/520926	US 7,641,381	10 July, 2003	05 January, 2010	Mechanical Oscillator System
SG	200500153-2	SG 109309	10 July, 2003	31 January, 2007	Mechanical Oscillator System
GB	0420764.3	GB 2 407 402	17 September, 2004	01 February, 2006	Balance Wheel, Balance Spring and Other Components and Assemblies for a Mechanical Oscillator System and Method of Manufacture
GB	0520481.3	GB 2 416 408	17 September, 2004	07 June, 2006	Balance Wheel, Balance Spring and Other Components and Assemblies for a

US	10/576572	US 7,726,872	17 September, 2004	01 June, 2010	Mechanical Oscillator System and Method of Manufacture Balance Wheel, Balance Spring and Other Components and Assemblies for a Mechanical Oscillator System and Method of Manufacture
CN	200480038225.0	ZL200480038225.0	17 September, 2004	16 December, 2009	Balance Wheel, Balance Spring and Other Components and Assemblies for a Mechanical Oscillator System and Method of Manufacture
SG	200717742-1	SG 137377	04 May, 2006	15 June, 2010	Balance Spring, Regulated Balance Wheel Assembly and Methods of Manufacture Thereof
CN	200680024712.0	ZL200680024712.0	04 May, 2006	29 September, 2010	Balance Spring, Regulated Balance Wheel Assembly and Methods of Manufacture
US	12/440548	US 8,100,579	06 September, 2007	24 January, 2012	Thermally Compensating Balance Wheel

Part 4: Trademarks

Country	Class	Mark	Number	Specification of goods or services
GB	14		2413021	Mechanical watch oscillators and other precision instruments, and parts and fittings thereof.
GB	14	Carbontime	2413022	Mechanical watch oscillators and parts and fittings thereof.

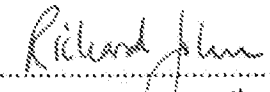
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in the presence of:

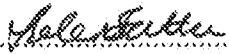
.....
SIGNATURE OF 1st WITNESS
NAME:
ADDRESS:
OCCUPATION:

.....
SIGNATURE OF 2nd WITNESS
NAME:
ADDRESS:
OCCUPATION:

Signed by **Simon Levingston**, a
director, for and on behalf of
Carbontime Limited in the
presence of:


.....
Director


.....
SIGNATURE OF 1st WITNESS
NAME: RICHARD JOHNSON
ADDRESS: 3 WESTBURY COURT ROAD, BRISTOL BS9 3GA
OCCUPATION: PATENT ATTORNEY


.....
SIGNATURE OF 2nd WITNESS
NAME: HELEN BATTEN
ADDRESS: 20 CALEDONIA PLACE, BRISTOL BS8 4DJ
OCCUPATION: SECRETARY

Signed by **Gideon Levingston**
in the presence of:

Gideon Levingston
.....

.....
SIGNATURE OF 1st WITNESS

NAME: REAL CYRILLE

ADDRESS: 356 chemin des allées 06740 Châteauneuf - FRANCE

OCCUPATION: ENGINEER

.....
SIGNATURE OF 2nd WITNESS

NAME: INBERT Alexandra

ADDRESS: 356 chemin des Allées - 06740 Châteauneuf - FRANCE

OCCUPATION: Engineer

Signed by **Simon Levingston**, a
director, for and on behalf of
Carbontime Limited in the
presence of:

.....
Director

.....
SIGNATURE OF 1st WITNESS

NAME:

ADDRESS:

OCCUPATION:

.....
SIGNATURE OF 2nd WITNESS

NAME:

ADDRESS:

OCCUPATION: