

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Highview Enterprises Limited	11/06/2012
RECEIVING PARTY DATA	
Name:	Dearman Engine Company Limited
Street Address:	35-37 Grosvenor Gardens
Internal Address:	Grosvenor Gardens House
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SW1W 0BY
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6983598
CORRESPONDENCE DATA	
Fax Number:	5852322152
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(585) 231 1386
Email:	bsalai@hselaw.com
Correspondent Name:	Stephen B. Salai
Address Line 1:	1600 Bausch and Lomb Place
Address Line 4:	Rochester, NEW YORK 14604
ATTORNEY DOCKET NUMBER:	85923.000136
NAME OF SUBMITTER:	Stephen B. Salai
Total Attachments: 3 source=Assignment of IP - signed 6 11 2012.pdf#page1.tif source=Assignment of IP - signed 6 11 2012.pdf#page2.tif source=Assignment of IP - signed 6 11 2012.pdf#page3.tif	

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

PARTIES:

- (1) **HIGHVIEW ENTERPRISES LIMITED** (incorporated and registered in England and Wales with company number 04489271) whose registered office is at Grosvenor Gardens House, 35-37 Grosvenor Gardens, London SW1W 0BY and was previously at 14 Floral Street, London WC2E 9DH and prior to that at Twisley, Catsfield, Battle, East Sussex TN33 9BH (**ASSIGNOR**)
- (2) **DEARMAN ENGINE COMPANY LIMITED** (incorporated and registered in England and Wales with company number 07475596) whose registered office is at Grosvenor Gardens House, 35-37 Grosvenor Gardens, London SW1W 0BY and was previously at 14 Floral Street, London WC2E 9DH (**ASSIGNEE**)

BACKGROUND

- A. By an agreement between the parties dated 8 February 2011 entitled Assignment of Intellectual Property Rights (the **IP AGREEMENT**) the **ASSIGNOR** agreed to assign to the **ASSIGNEE** on the Completion Date of the **IP AGREEMENT** all of the Intellectual Property Rights subsisting in and associated with the Dearman Engine Technology (as those terms are defined within the **IP AGREEMENT**) including the items listed in Schedule 1 to the **IP AGREEMENT** (the **ASSIGNED RIGHTS**).
- B. By a supplemental agreement between the parties of 18 November 2011 (the **COMPLETION DATE AGREEMENT**) the parties confirmed that the Completion Date conditions referred to in the **IP AGREEMENT** had been met and intended that the assignment provided for in the **IP AGREEMENT** should thereby be implemented and completed.
- C. As no express words of assignment were included in the **COMPLETION DATE AGREEMENT**, the parties have agreed to execute this further Agreement for the purposes of ensuring that all right title and interest in and to the Intellectual Property rights subsisting in and associated with the Dearman Engine Technology are assigned to and vested in the **ASSIGNEE**.

AGREED TERMS

In consideration for the payment to the **ASSIGNOR** of the sum of £1 (one pound sterling) and the further consideration provided for in the **IP AGREEMENT** (the receipt and sufficiency of which are hereby acknowledged) it is agreed as follows:

1. Assignment
 - 1.1 The **ASSIGNOR** hereby assigns absolutely to the **ASSIGNEE** with effect from 18 November 2011 (the **EFFECTIVE DATE**) and the **ASSIGNEE** hereby accepts as from the **EFFECTIVE DATE** all the **ASSIGNOR**'s right, title and interest in and to the **ASSIGNED RIGHTS**, including:
 - (a) the absolute entitlement to any registrations granted pursuant to any of the applications described in Schedule 1 to the **IP AGREEMENT**;
 - (b) all goodwill attaching to any trade marks (whether registered or unregistered) relating to the Dearman Engine Technology; and
 - (c) the right to bring, make, oppose, defend, appeal any 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 **ASSIGNED RIGHTS** whether occurring before, on, or after the date of this assignment.
 - 1.2 For the avoidance of doubt, the assignment provided for in clause 1.1 includes the following:
 - (a) the patents summarised in Part A of the Schedule to this Agreement, including the applications for the same, the inventions that are the subject of any of the same, all patent applications and

patents which may derive or result from or claim the same priority as or otherwise relate to any of the same, and all divisionals, continuations, continuations-in-part, reissues, extensions, supplemental protection certificates, renewals and registrations in relation to any thereof including the right to apply for or for the protection of and obtain any of the same;

- (b) the trade mark registration summarised in Part B of the Schedule to this Agreement, the trade mark that is the subject of such registration, the right to apply for and obtain registration anywhere in the world of any mark consisting of or comprised in or similar to or containing all or part of such trade mark and all associated goodwill and common law rights;
 - (c) all copyrights and design rights (whether or not registered or registrable) associated in any way with the Dearman Engine Technology including (without limitation) such rights in relation to any drawings and engineering documents comprised in any of the PATENT RIGHTS or otherwise relating to the Dearman Engine Technology including the drawings and other engineering documents listed in Schedule 1 of the IP AGREEMENT;
 - (d) all know-how or other intellectual property rights subsisting in or associated in any way with the Dearman Engine Technology.
- 1.3 To the extent that the law in any country does not permit or restricts the scope or enforceability of the assignment of any intellectual property rights, the assignment provided for in clauses 1.1 and 1.2 shall operate in such country to give the ASSIGNEE all such rights of the ASSIGNOR in such intellectual property rights as is permissible under such law and the ASSIGNOR shall not exploit any such intellectual property rights or grant any conflicting rights to any third party and shall not seek to enforce any of such intellectual property rights or any rights therein as against the ASSIGNEE or the ASSIGNEE's successors in title, nominees, assignees or licensees or any other person claiming title through the ASSIGNEE.
- 1.4 The parties recognise that it may be necessary or desirable to execute further assignment or confirmatory assignment documents for the purposes of recording the ASSIGNEE as the proprietor of any of the ASSIGNED RIGHTS in any intellectual property office and agree to execute any such documents for these purposes. Any such further documents shall not be construed as detracting in any way from the assignment provided for in this Agreement.
- 1.5 The ASSIGNOR hereby authorises the ASSIGNEE and the ASSIGNEE's agents to sign all forms on behalf of the ASSIGNOR as the ASSIGNEE considers appropriate in order to record any of the rights hereby assigned in the name of the ASSIGNEE.
- 1.6 The expression Dearman Engine Technology as used in this Agreement and in the IP AGREEMENT means an engine (or motor) and associated sub-systems derived from the invention of Peter Dearman, as described in European patent EP1257733, whereby such engine is driven by liquid (or compressed) gas, but with heat exchange liquid added to/mixed with the liquid or compressed gas normally during, but not limited to, the pre-injection, injection, regasification or expansion stages.

2. Construction

This Agreement shall be construed in a manner that is consistent with the terms of the IP AGREEMENT and shall be governed by and construed in accordance with the laws of England and Wales.

IN WITNESS of which the parties have executed and delivered this Agreement as a Deed in accordance with their statutes by duly authorised officers with effect from the date of the last signature.

SCHEDULE

PART A - Patents

Title: Engines driven by Liquified or Compressed Gas

Country/Convention	Numbers	Filing Date	Comments
EPC	EP1257733 (Application no. 01904202.7)	15.02.2001	All designations and validations, including: AT, CH, DE, ES, FR, IE, IT, GB, NL, PT, SE, TR
Japan	4,647,872 (Application no. 561894/2001)	15.02.2001 (?)	
USA	6,983,598 (Application no. 10/204,292)	12.02.2002 (Parent: 15.02.2001)	

PART B - Trade Mark

Country	Number	Filing Date	Mark
United Kingdom	2474392	07.12.2007	DEARMAN ENGINE

EXECUTED AND DELIVERED AS A DEED BY THE ASSIGNOR:

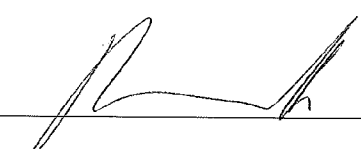
HIGHVIEW ENTERPRISES LIMITED

Signature: 

Name: TOBY PETERS

Title: Director

Date: 06.11.2012

Signature: 


Name: JEREMY BRIAN DIGBY NORTH

Title: Director/Company Secretary

Date: 06.11.2012

EXECUTED AND DELIVERED AS A DEED BY THE ASSIGNEE:

DEARMAN ENGINE COMPANY LIMITED

Signature: 

Name: JEREMY BRIAN DIGBY NORTH

Title: Director

Date: 06.11.2012

Signature: 

Name: TOBY PETERS

Title: Director/Company Secretary

Date: 06.11.2012