

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Gridlock TS Limited	11/17/2011
RECEIVING PARTY DATA	
Name:	Cryptocard New Technology Limited
Street Address:	Venture House, Arlington Square
Internal Address:	Downshire Way, Bracknell
City:	Berkshire
State/Country:	UNITED KINGDOM
Postal Code:	RG12 1WA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12130534
CORRESPONDENCE DATA	
Fax Number:	2028576395
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2028576000
Email:	dcipdocket@arentfox.com
Correspondent Name:	Arent Fox LLP
Address Line 1:	1717 K Street NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036
ATTORNEY DOCKET NUMBER:	026053-00008
NAME OF SUBMITTER:	Wilburn L. Chesser
Total Attachments: 10 source=026053-00008_Assignment#page1.tif source=026053-00008_Assignment#page2.tif source=026053-00008_Assignment#page3.tif source=026053-00008_Assignment#page4.tif	

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DATED 17 November 2011

- (1) GRIDLOCKTS LIMITED (in administration)
- (2) GS REALISATIONS LIMITED (in creditors' voluntary liquidation)
- (3) THE INSOLVENCY PRACTITIONERS
- (4) CRYPTOCARD NEW TECHNOLOGY LIMITED

INTELLECTUAL PROPERTY ASSIGNMENT

**LG**

**BETWEEN:**

- (1) **GRIDLOCKTS LIMITED (in administration)** (a company incorporated in England & Wales with company number 05655352) whose registered office is at c/o Cork Gully, 52 Brook Street, London, W1K 5DS ("Gridlock") acting by its joint administrators **STEPHEN ROBERT CORK AND JOANNE ELIZABETH MILNER** each of Cork Gully LLP, 52 Brook Street, London, W1K 5DS (the "Insolvency Practitioners");
- (2) **GS REALISATIONS LIMITED (in creditors' voluntary liquidation)** (a company incorporated in England & Wales with company number 05655352) whose registered office is at c/o Cork Gully, 52 Brook Street, London, W1K 5DS ("GS" and together with Gridlock, "the Sellers") acting by its joint liquidators, the Insolvency Practitioners;
- (3) **THE INSOLVENCY PRACTITIONERS;** and
- (4) **CRYPTOCARD NEW TECHNOLOGY LIMITED** (a company incorporated in England & Wales with company number 07840811) whose registered office is at Venture House, Arlington Square, Downshire Way, Bracknell, Berkshire, RG12 1WA (the "Buyer");

**RECITALS:**

- (A) The Sellers have created and are believed to own all of the Intellectual Property Rights.
- (B) The Sellers are the proprietors of the applications for, and registrations of, the Intellectual Property.
- (C) Pursuant to the Agreement the Sellers have agreed to assign to the Buyer all such right, title and interest as the Sellers may have in and to the Intellectual Property and to assign the Intellectual Property and Domain Names to the Buyer on the terms set out below.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

1.1 In this Assignment and the schedules the following words and expressions shall, unless the context requires otherwise, have the following meanings:

- "the Act" the Copyright, Designs and Patents Act 1988;
- "Agreement" means the Asset Sale Agreement between the Sellers, the Insolvency Practitioners, the Indemnifier, the Buyer and Cryptocard Holdings Limited (as guarantor);
- "Confidential Information" means all information relating to or comprised in the Intellectual Property which is not public knowledge and has not been disclosed to third parties without any conditions of confidentiality, including all know-how and trade secrets;
- "Domain Names" means Gridsure.com, Gridsure.net and Gridsure.co.uk;

"Indemnifier" means Pollywog Properties Limited of 13-14 Esplanade, St Helier, Jersey;

"Intellectual Property" all 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 or to sue for passing off or 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 of Gridlock and, to the extent any such rights are vested in GS, GS in each case whether registered or unregistered and including all applications (or 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 (including, without limitation, those items listed in Schedule 1 and the Domain Names).

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Assignment.
- 1.3 References to including and includes shall be deemed to mean respectively including without limitation.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 A reference to writing or written includes faxes but not e-mail.
- 1.7 Any obligation in this Assignment on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.8 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Assignment) at any time.
- 1.9 References to clauses and schedules are to the clauses and schedules of this Assignment; references to paragraphs are to paragraphs of the relevant schedule.

## 2. ASSIGNMENT

- 2.1 In consideration of the sum set out in the Agreement, the Sellers acting by the Insolvency Practitioners hereby assign to the Buyer all such rights, title and interest as the Sellers may have to and in respect of:
- 2.1.1 all Intellectual Property and Domain Names;
- 2.1.2 such right and title of the Sellers in and to the Confidential Information and the full unfettered right throughout the world to use the Confidential Information for any purpose whatsoever; and
- 2.1.3 the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause 2.1 which occurred prior to the date

of this Assignment and to retain any damages obtained as a result of such action.

### 3. FURTHER ASSURANCE

The Sellers and the Insolvency Practitioners and each of them shall, subject to the Buyer meeting the reasonable and proper legal and other out of pocket expenses of the Seller in connection therewith, do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Buyer may from time to time reasonably require in order to give the Buyer the full benefit of this Assignment, whether in connection with any registration of title or other similar right or otherwise.

### 4. LIABILITY

4.1 The Buyer acknowledges that no warranty is given in respect of the Intellectual Property or the Domain Names. The Buyer acknowledges that in respect of the Intellectual Property or the Domain Names the Insolvency Practitioners' knowledge of them is limited and that accordingly the Sellers are selling only such title as it may have to the Intellectual Property and the Domain Names. If the Sellers do not have title or unencumbered title to the Intellectual Property or the Domain Names, the Buyer hereby expressly agrees that it shall have no right to rescind this Assignment nor to any damages or a reduction in the consideration paid or payable pursuant this Assignment.

4.2 The Buyer has carried out due diligence in respect of the Intellectual Property and the Domain Names. No warranty, condition or assurance is given or implied whether statutory or otherwise as to the nature of the Intellectual Property or the Domain Names and neither the Sellers nor the Insolvency Practitioner shall be liable for any loss, damage, expense or damage of any kind whatsoever consequential or otherwise arising out of or due to or caused by any defect or deficiencies of any sort in any of the Intellectual Property or the Domain Names.

4.3 The Buyer hereby acknowledges that it accepts that the terms and conditions herein are reasonable in the context of a sale by an administrator in accordance with the provisions of the Unfair Contract Terms Act 1977 having regard to the fact that:

4.3.1 this is a sale by a company in administration and a company in liquidation in circumstances where it is usual that no representations, warranties and conditions express or implied statutory or otherwise are given by or on behalf of the Sellers, or the Insolvency Practitioners (or any of them);

4.3.2 the Sellers and the Insolvency Practitioners have informed the Buyer that the Buyer must rely absolutely on the Buyer's own opinion and/or professional advice concerning the Intellectual Property and the Domain Names, their condition and nature, the possibility that some or all of them may have defects not apparent on due diligence (which could even render it inappropriate that they should be described as they are in fact described in this Assignment or in any list referred to herein) or the reason the Buyer has or should have for purchasing the same and the use to which it intends or should intend to put them; and

4.3.3 the Buyer has, and has informed the Sellers and the Insolvency Practitioners that it has available to it skilled legal and other advice concerning the sale and purchase of the Intellectual Property and the Domain Names and that it is in the context of this advice that the Buyer has agreed to purchase the same on the basis of their present condition

for a consideration calculated to take into account (inter alia) the risk to the Buyer represented by the fact that all the parties believe that the said exclusions and limitations would be recognised by the courts, the Sellers and the Insolvency Practitioners making it clear that on any other basis they would not have agreed to sell the same.

- 4.4 The exclusions of liability in this Assignment shall also apply to any document executed pursuant to this Assignment and shall arise and continue notwithstanding the termination of the Insolvency Practitioners' appointment after the signing of this Assignment, and shall operate as waivers of any claims in tort as well as under the law of contract.

**5. WAIVER OF MORAL RIGHTS**

The Seller, being the sole author of the Work, waives absolutely his moral rights arising under Chapter 4 of the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights he may have in any territory of the world.

**6. LIMITATIONS OF LIABILITY**

The parties acknowledge that in the negotiation, execution and performance of this Assignment, the Insolvency Practitioners are acting only as agent for the Sellers. Neither the Insolvency Practitioners nor the Insolvency Practitioners' firm nor any of the Insolvency Practitioners' employees, agents or advisers shall have any personal liability of any kind under or in connection with this Assignment or under any document executed pursuant to this Assignment or in respect of any claim relating to this Assignment or any such document.

**7. ENTIRE AGREEMENT**

- 7.1 This Assignment constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all previous agreements and understandings between the parties and each party acknowledges that, in entering into this Assignment, it does not do so on the basis of or in reliance upon any representations, promises, undertakings, warranties or other statements (whether written or oral) of any nature whatsoever (save as to fraud) except as expressly provided in this Assignment.

- 7.2 In particular but without prejudice to the generality of clause 7.1, the Buyer irrevocably and unconditionally waives any right it may have to claim damages and/or to rescind this Assignment for any misrepresentation not contained in this Assignment or for breach of any warranty not contained in this Assignment unless such misrepresentation or warranty was made fraudulently.

**8. SEVERABILITY**

If at any time any provision of this Assignment is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Assignment.

**9. VARIATION**

This Assignment may not be released, discharged, supplemented, amended, varied or modified except by an instrument in writing signed by a duly authorised representative of each of the parties hereto.

**10. NOTICES**

Any notice required to be given under this Assignment shall be deemed duly served if left at or sent by registered or recorded delivery post to the registered office of the relevant party (if a company) or other address of the party as stated above or notified in writing to the other for the purpose of this clause and if left at such address shall be deemed duly served when so left and if sent by registered or recorded delivery post shall be deemed served 48 hours after having been posted.

**11. COUNTERPARTS**

This Assignment may be executed in any number of counterparts and by the different parties in different counterparts each of which when executed and delivered is an original but all such counterparts shall be deemed to constitute one and the same instrument.

**12. GOVERNING LAW AND JURISDICTION**

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





12.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Assignment.

**AS WITNESS** the hands of the parties on the day and the year first stated above.



**SCHEDULE 1**  
**INTELLECTUAL PROPERTY**

11686356.2

Detail	Patent applications No	Application Ref	T/M Registration No	country	Status	filing Date
GRIDSURE		5139721	5139721	EC	Registered;	15.06.2006
GRIDSURE		1328176	TWAY55,629	Canada	Registered;	14.12.2006
GRIDSURE		928052	928052	International Registration, designating Australia, Japan, Singapore and the USA	Registered;	16.12.2006
		6256374	6256374	EC	Registered;	05.09.2007
		6256788	6256788	EC	Registered;	05.09.2007
		959325	959325	International Registration, designating Japan, Australia, Russia, Singapore, China and the USA	Registered;	04.03.2008
		1384224		Canada	Registered	20.02.2008
	PCT 916/2008				Pending, awaiting examination.	Cancel
	10752/01			Egypt	Pending, awaiting examination	Cancel
	9101953.4			Georgia	Pending	Cancel
	W00200802129			Hong Kong	Pending, awaiting examination	Cancel
	14981			Indonesia	Pending	Cancel
	MX/02008/006826			Sri Lanka	Pending, awaiting examination	Cancel
	5072008			Mexico	Pending	Cancel
	1-2008-5D1230			Oman	Pending	Cancel
	KE 3861			Philippines	Pending	Cancel
	2008/08525/M			Kenya	GRANTED - 3 June 2010	
	589365			Ukraine	GRANTED - 26 April 2010	
	2008126715			New Zealand	GRANTED - 9 September 2010	
	2008 04088-3			Russia	GRANTED 23rd December 2010	
	200680060227			Singapore	GRANTED - 27 February 2008	
	2008/05664			China	GRANTED 22nd February 2011	
	2006321402			South Africa	GRANTED - 25 November 2009	
	5372008			Australia	GRANTED - 36 June 2011	
	P10819148-7			UAE	Pending	
	2630518			Brazil	Pending, awaiting examination	
	6820648.1			Canada	Pending	
	191639			EUROPEAN	Pending, Examination in progress	
	5196DELNP/2008			Israel	Pending, Examination in progress	
	2008-542844			India	Pending, awaiting examination	
	10-2008-7016083			Japan	Pending, awaiting examination	
	12/130534			Korea	Pending	
				USA	Pending, Examination in progress	

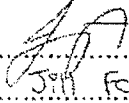
Executed as a deed for and on behalf of  
**GridlockTS Limited**  
(in administration) by  
one of its administrators (signing as  
its agent without personal liability)  
in the presence of:



.....  
Administrator

Print name..... JOANNE MILNER

Witness signature



Witness name

.....  
Jill Forsyth

Address

.....  
c/o 52 Brook Street

.....  
London W1K 5DS

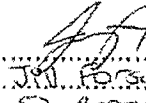
Executed as a deed for and on behalf of  
**GS Realisations Limited**  
(in creditors' voluntary liquidation) by  
one of its liquidators (signing as  
its agent without personal liability)  
in the presence of:



.....  
Liquidator

Print name..... JOANNE MILNER

Witness signature



Witness name

.....  
Jill Forsyth

Address

.....  
52 Brook Street

.....  
London

.....  
W1K 5DS

Signed as a deed by  
**Stephen Cork/Joanne Milner**  
on his own behalf and on behalf of  
**Joanne Milner/Stephen Cork**  
in the presence of:



Witness signature



Witness name

.....  
Jill Forsyth

Address

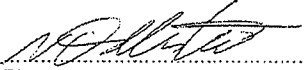
.....  
52 Brook Street

.....  
London

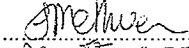
.....  
W1K 5DS

11686358.2

Executed as a deed by  
**Cryptocard New Technology Limited**  
acting by a Director  
in the presence of:

  
Director  
Print name... N. HOLLISTER

Witness signature  
Witness name  
Address

  
DR JE METHVEN  
10, WHITE LION CLOSE,  
AMERSHAM, BUCKS  
HP7 9JU

10/10/13

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