

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jonathan Clare	07/17/2013
RECEIVING PARTY DATA	
Name:	EQ-IQ PROFESSIONAL SERVICES LIMITED
Street Address:	37 Crescent Drive
City:	Petts Wood, Kent
State/Country:	UNITED KINGDOM
Postal Code:	BR5 1BB
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12373809
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	efiling@knobbe.com
Correspondent Name:	Knobbe Martens Olson and Bear
Address Line 1:	2040 Main Street, 14th Floor
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	NEUCO.001APC
NAME OF SUBMITTER:	Morgan Coates
Signature:	/Morgan Coates/
Date:	07/24/2013
Total Attachments: 8 source=Assignment-Clare to EQIQ-NEUCO.001APC#page1.tif source=Assignment-Clare to EQIQ-NEUCO.001APC#page2.tif	

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Version 17 July 2013

ASSIGNMENT OF PATENTS

between

JONATHAN CLARE

and

EQ-IQ PROFESSIONAL SERVICES LIMITED

PATENT
REEL: 030868 FRAME: 0873

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THIS AGREEMENT is dated 17/7/ 2013

PARTIES

- (1) **JONATHAN CLARE** of 37 Crescent Drive, Petts Wood, Kent BR5 1BB (**Mr Clare**).
- (2) **EQ-IQ PROFESSIONAL SERVICES LIMITED** incorporated and registered in England with company number 5882293 whose registered office is at 37 Crescent Drive, Petts Wood, Kent BR5 1BB (**EQ-IQ**).

BACKGROUND

- (A) Mr Clare is the proprietor of or applicant for the Patents (as defined below).
- (B) Mr Clare has agreed to assign the Patents to EQ-IQ on the terms set out in this assignment.
- (C) The parties agree that a patent licence of the Patents entered into between the parties on 29th July 2008 shall be terminated.

AGREED TERMS

1. INTERPRETATION

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

Patents: the patents and patent applications short particulars of which are set out in the Schedule.

VAT: value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax, and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

1.2 Clause and Schedule headings shall not affect the interpretation of this agreement.

1.3 The Schedule forms 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 Schedule.

1.4 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.5 **Writing or written** includes faxes but not e-mail.

2. ASSIGNMENT

2.1 In consideration of the sum of £1 (receipt of which Mr Clare expressly acknowledges), Mr Clare hereby assigns to EQ-IQ absolutely all his right, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents, including:

- (a) in respect of any and each application in the Patents:
 - (i) the right to claim priority from and to prosecute and obtain grant of patent; and
 - (ii) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- (b) in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- (c) the right to extend to or register in, or in respect of, any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in or in respect of any country or territory in the world any patent or like protection granted on any of such applications;
- (d) the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
- (e) 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 Patents or any patents granted on any of the applications comprised in the Patents or filed as aforesaid, whether occurring before, on or after the date of this assignment.

2.2 The parties hereby agree that the patent licence of the Patents entered into between the parties on 29th July 2008 (as amended by an unsigned Deed of Variation giving the right to sublicense the Patents to Neurologic Software LLP, which was never implemented) shall be terminated with effect from the date of this agreement.

3. VAT

3.1 All payments made by EQ-IQ under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by Mr Clare, EQ-IQ shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that Mr Clare shall have delivered a valid VAT invoice in respect of such VAT to EQ-IQ.

3.2 If the VAT invoice is delivered after the relevant payment has been made, EQ-IQ shall pay the VAT due within five days of Mr Clare delivering a valid VAT invoice.

3.3 If EQ-IQ fails to comply with its obligation under this clause 3, it shall additionally pay all interest and penalties which thereby arise to Mr Clare.

4. FURTHER ASSURANCE

Mr Clare shall and shall use all reasonable endeavours to procure that any necessary third party shall, at EQ-IQ's cost, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

5. WAIVER

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.

6. ENTIRE AGREEMENT

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

6.2 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.

6.3 Nothing in this clause shall limit or exclude any liability for fraud.

7. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8. SEVERANCE

8.1 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.

8.2 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.

9. THIRD PARTY RIGHTS

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

10. NOTICES

10.1 Any notice or other communication 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 at the addresses set out in this agreement or as otherwise specified by the relevant party by notice in writing to each other party.

10.2 Any notice or other communication 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 working 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 assignment 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 and Wales.

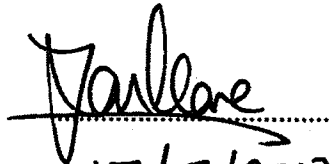
11.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this assignment or its subject matter or formation (including non-contractual disputes or claims).

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

Schedule Patents

Region	Publication no	Application no	Date filed	Date granted	Title
US	Notice of Allowance issued 26/4/2013. Awaiting publication.	12/373,809	FEBRUARY 24, 2009	TBD	A medical hypnosis device for controlling the administration of a hypnosis experience
European	Awaiting examination	07789040.8 From International Application: PCT/GB2007/002800	JULY 20, 2007		A medical hypnosis device for controlling the administration of a hypnosis experience
UK	Awaiting examination	0614458.8 and 0704021.5	JULY 20, 2006 MARCH 1, 2007		A medical hypnosis device for controlling the administration of a hypnosis experience

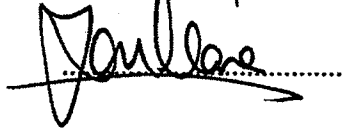
Signed by Jonathan Clare

A handwritten signature in black ink, appearing to read 'Jonathan Clare', written over a horizontal dotted line.

Date:

17/7/2013

Signed by Jonathan Clare
for and on behalf of EQ-IQ
Professional Services Limited

A handwritten signature in black ink, appearing to read 'Jonathan Clare', written over a horizontal dotted line.

Date:

17/7/2013