

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2596199

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEVE ANGELL	03/02/2009
RECEIVING PARTY DATA	
Name:	PROTEAN ELECTRIC LIMITED
Street Address:	SILVERTREE, UINT 10B COXBRIDGE BUSINESS PARK
Internal Address:	ALTON ROAD, FARNHAM
City:	SURREY
State/Country:	UNITED KINGDOM
Postal Code:	GU10 5EH
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13388009
CORRESPONDENCE DATA	
Fax Number:	(888)633-0102
Phone:	888 491 5630
Email:	vdavis@themasongroup.net
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	THE MASON GROUP PATENT SPECIALISTS LLC
Address Line 1:	2300 MCDERMOTT RD
Address Line 2:	SUITE 253
Address Line 4:	PLANO, TEXAS 75025
ATTORNEY DOCKET NUMBER:	8718US
NAME OF SUBMITTER:	VALERIE M. DAVIS
Signature:	/VALERIE M. DAVIS/
Date:	10/29/2013

OP \$40.00 13388009

**Total Attachments: 8**

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**SECURITY AND ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT**

**THIS DEED DATED 2 MARCH 2009 IS MADE BETWEEN:**

1. Steve Angell whose home address is 3 Leighton Green Westbury Wiltshire BA13 3PN ("you"); and
2. ELECTRIC MOTOR WORKS LIMITED a company (and/or any other Group Members) incorporated in England and Wales under company registration number 6747884 whose registered address is c/o Simmons & Simmons, CityPoint, One Ropemaker Street, London EC2Y 9SS ("the Company").

**BACKGROUND**

1. The Group's confidential information is an important asset of the Group.
2. You acknowledge that it is important for the Group to protect its confidential information to the fullest extent, and you are willing to comply with the following provisions, as part of your Engagement with the Company.

**IT IS AGREED**

**1. ENGAGEMENT**

**1.1 Meaning of Engagement**

"Engagement" means your provision of services to the Company (and/or any other Group Members) under any arrangement (whether written or otherwise) including your being employed by the Company, your provision of consultancy services to the Company and/or your being a director of the Company.

**1.2 Meaning of Group**

"Affiliate" means, in relation to the Company, any subsidiary undertaking or parent undertaking of the company, and any subsidiary undertaking of any such parent undertaking from time to time (each of subsidiary undertaking and parent undertaking in this definition having the meaning given to such terms in the UK Companies Act 2006 (as amended from time to time)).

"Group" means the Company and each of its Affiliates.

"Group Member" means any member of the Group.

**2. CONFIDENTIAL INFORMATION**

**2.1 Meaning of confidential information**

In the course of your Engagement you may acquire or develop confidential information concerning the technology, business or activities of Group Members. You acknowledge that the Group's confidential information includes, without limitation, the following items unless these have been publicly disclosed by a Group Member:

- (A) Scientific and technical information, including details of research projects and plans, compounds under development, results and data from trials, and the skills, experience and qualifications of individuals working for the Group;
- (B) Commercial information, including the terms of commercial agreements (and the existence of such agreements), the identity of customers, suppliers and collaborative partners, and buying and selling policies and procedures, contact details, telephone numbers and lists existing on any mobile phone or computer, price lists, prices and any other information which has come into your possession through the performance of your duties whilst engaged by the Company.
- (C) Strategic and financial information, including business plans, Board decisions, past and current projects and proposals, and unpublished accounts; and
- (D) Information received in confidence from any third party, including information provided by collaborative partners.

For the avoidance of doubt, any item of information concerning the technology, business or activities of any Group Member which comes into your possession and which is not already in the public domain should be treated as confidential.

### 3. PROPRIETARY INFORMATION

- 3.1 The Company develops and uses a wide variety of proprietary information, information which is capable of being owned. It is accepted by the parties to this Deed that proprietary information includes any information which, during the course of your Engagement, you may acquire or develop which concerns the technology, business or activities of the Group. For the avoidance of doubt, proprietary information includes information concerning customers, officers or staff and includes (without limitation) formulae, computer programs, computer access information, algorithms, new business plans or ideas, product plans, copyrights, patents, designs, models, marketing plans, financial information and plans, sales and other forecasts, price lists and price information, costs and profit margin information, client lists, flowcharts and documents, research activity (other than reports disseminated to the public) and any document marked "proprietary" or referred to as "proprietary information".

Proprietary information will in all circumstances be confidential information and must be treated as such.

- 3.2 Proprietary information does not include concepts and knowledge which are, or become, generally available to the industry or the Group and which is released to the general public (other than by way of unauthorised disclosures). However material distributed to customers with restrictions against further dissemination remains proprietary information.

### 4. OBLIGATIONS

- 4.1 You undertake to be careful and diligent so as not to cause any unauthorised disclosure or use of the Group's confidential information. During your Engagement, and after you leave the Company, you undertake that you will not:
- (A) Disclose or communicate the Group's confidential information to any person; nor
  - (B) Use the Group's confidential information other than for the purpose of the Group's business and as directed by the Company.

5. EXCEPTIONS

5.1 The obligations set out in clause 4.1 shall not apply:

- (A) Where you are authorised to disclose or use the confidential information by the Board of Directors of the Company;
- (B) Where you are ordered to disclose the confidential information by a court (provided that, if the circumstances permit, you will inform the Company in advance of disclosure and apply to the court to have the confidential information treated as confidential by the court);
- (C) To information or knowledges which becomes available for use by the public generally, other than through your default; and
- (D) Following the termination of your Engagement, to the information which becomes part of your professional skill and knowledge and which does not include confidential information of the Group.

6. COMPANY DOCUMENTS

6.1 You must deliver up to the Company immediately on request, and upon any termination of your Engagement, all notes and records (including copies), whether on paper, computer disk or other media, which have been made by you relating to your work for the Company or any other Group Member or which contain any of the Group's confidential information. Such papers, computer disks and other media are, as between you and the Company, the Company's property and you must not remove any of them from the Company's (or any other Group Member's) premises except as required to perform your duties for the Company.

7. INTELLECTUAL PROPERTY

7.1 For the purposes of this clause:

"Intellectual Property" means all intellectual and industrial property and all rights therein which reasonably relate to the business of any Group Member as it is carried on now or as it evolves during the Engagement, including without limiting the generality of the foregoing, all patents, patent applications, inventions (whether patentable or not, and whether or not patent protection has been applied for or granted), improvements, developments, discoveries, proprietary information, trade marks, trade mark applications, trade names, rights protecting goodwill and reputation, websites, internet domain names, logos, art work, slogans, know-how, technical information, trade secrets, processes, designs (whether or not registrable and whether or not design rights subsist in them), utility models, copyright, works in which copyright may subsist (including computer software and preparatory and design materials therefor), topography rights, database rights, and all works protected by rights or forms of protection of a similar nature or having equivalent effect anywhere in the world.

7.2 Subject to the provisions of the Patents Act 1977, the Registered Designs Act 1949 and the Copyright Designs and Patents Act 1988, (if applicable) if at any time in the course of your Engagement, you make or discover or participate in the making or discovery of (or

have, since the date of the commencement of your Engagement, made or discovered or participated in the making or discovery of) any Intellectual Property, full details of the Intellectual Property shall immediately be disclosed in writing by you to the Company and the Intellectual Property shall be, as between you and the Company, the absolute property of the Company. At the request and expense of the Company, you shall give and supply all such information, data, drawings and assistance as may be necessary or in the opinion of the Company desirable to enable the Group to exploit the Intellectual Property to the best advantage (as decided by the Company), and shall execute all documents and do all things which may be necessary or in the opinion of the Company desirable for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct.

7.3 In relation to the discovery or creation of Intellectual Property in the course of your Engagement, you irrevocably appoint the Company to be your attorney in your name and on your behalf to sign, execute or do any such instrument or thing and to use your name for the purpose of giving to the Company (or its nominee) the full benefit of the provisions of this clause 7.

7.4 If you make or discover or participate in the making or discovery of (or have, since the date of the commencement of your Engagement, made or discovered or participated in the making or discovery of) any Intellectual Property during your Engagement which either (i) relates to the business or activities of any Group Member from time to time or (ii) in any way uses, incorporates or depends upon the research, know-how, technology, trade secrets or any confidential information belonging to any Group Member but which is not the property of any Group Member under this Deed you shall immediately communicate full details of such Intellectual Property to the Company and the Company shall (subject only to the provisions of the Patents Act 1977 (if applicable)) have the right to acquire for itself or its nominee your rights in the Intellectual Property within 3 (three) months after such disclosure on fair and reasonable terms as shall be determined by the Company.

7.5 If during your Engagement you shall at any time make or discover, or participate in the making or discovery of (or have, since the date of the commencement of your Engagement, made or discovered or participated in the making or discovery of) Intellectual Property which belongs to any Group Member then you shall not without the written consent of the Company apply for patent or other protection for the Intellectual Property either in the United Kingdom or elsewhere, and shall not do anything which might adversely affect any Group Member's right to obtain patent or other protection therefor, without the Company's express written permission.

7.6 You hereby assign to the Company (by way of prospective assignment in respect of those works and designs not already in existence) the copyright and rights in designs (whether registered or unregistered) and other proprietary rights (if any) for the full terms thereof throughout the world in respect of all copyright works and designs originated, conceived or made by you in the course of your Engagement which reasonably relate to the business of any Group Member as it is carried on now or as it evolves during the Engagement. You hereby expressly waive any and all of your moral rights and rights of a similar nature (including the rights conferred by Sections 77, 80 and 84 of the Copyright, Designs and Patents Act 1988) in respect of all copyright works created by you during the course of your Engagement and owned by any Group Member.

7.7

(A) For the purposes of Section 39(1)(a) of the Patents Act 1977 (if applicable), the course of your normal duties may include the use of research, know-how, technology, trade secrets and confidential information of any Group Members so that any invention made by you which in any way depends upon the research, know-how, technology, trade secrets and confidential information of any Group

Members as a result of these duties shall belong, as between the parties, to the Company.

(B) Notwithstanding the foregoing, for the purposes of section 39(1)(a) of the Patents Act 1977, the course of your normal duties shall be your usual duties associated with your Engagement and such other duties falling outside such usual duties where such duties are specifically assigned to you by the Company in connection with your Engagement so that any invention made by you as a result of these duties shall belong, as between the parties, to the Company.

(C) The parties agree that the nature of your normal duties referred to in clause 7.7(A) above, and the responsibilities arising therefrom are and are expected to continue to be such that you have a special obligation to further the interests of the Company's undertaking within the meaning of Section 39(1)(b) of the Patents Act 1977, and that all inventions made by you in the course of your Engagement, which reasonably relate to the business of any Group Member as it is carried on now or as it evolves during the Engagement, do and shall belong, as between the parties, to the Company.

7.8 Where Intellectual Property the subject of this clause is originated, conceived or made by you jointly with one or more others then the provisions of this clause shall apply to the full extent of your contribution thereto or interest (if any) therein.

7.9 You shall not use any Group Member's Intellectual Property, including but not limited to such Intellectual Property as is the property of any Group Member by virtue of this clause 7, nor shall you permit its use, other than for the purpose of any Group Member's business and as directed by the Company.

7.10 Rights and obligations under this clause shall continue in force after termination of this Agreement in respect of Intellectual Property made or discovered during your Engagement and shall be binding upon your heirs, and successors, assigns and representatives.

7.11 For the avoidance of doubt, you represent to the Company that all Intellectual Property relating to the business of all Group Members has been disclosed by you to the Company.

7.12 It is further agreed that any intellectual property (including any information which is part of your professional skill and knowledge) other than Intellectual Property shall belong to you, provided that:

(i) it does not compromise and its creation does not use any Intellectual Property or Confidential Information of any Group Member, and

(ii) such intellectual property has not been substantially developed during your Engagement.


#### 8. SEVERABILITY

If any provision of this Deed is, or becomes, prohibited by law or is judged by a Court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Deed and rendered ineffective as far as possible without modifying the remaining provisions of this Deed, and shall not in any way affect any other circumstances of or the validity or enforcement of the remainder of this Deed.

IN WITNESS whereof this document has been executed and delivered as a deed on the date first before written.


Signed and delivered as a deed by  
Steve Angell, in the presence of


  
.....

  
.....  
Name of witness:  
Address of witness:

E COSNEY  
7 ANSON CIRCLE  
LOWE FOREY  
KNOXVILLE, TENN 37618

Signed and delivered as a deed by  
ELECTRIC MOTOR WORKS LIMITED  
acting by Hikar Ahmed, a director, in the  
presence of

  
.....  
Director

  
.....  
Name of witness: S SCHAEFER  
Address of witness: 14 CLAYBROOK DRIVE  
HOLTSVAENE  
TUNTON  
GUSBY 413



**Protean Electric Limited**

Protean Electric Limited

Unit 8 Grief Court

Omega Business Park

Aiton

Hampshire

GU34 2YT

Switchboard: +44 (0)1420 594140

Fax: +44 (0)1420 83288

April 23, 2009

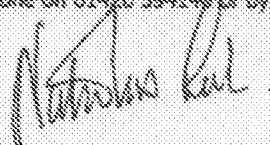
To All Customers, Suppliers and Associates of Electric Motor Works Ltd

To whom it may concern

Please be advised that with effect from 14<sup>th</sup> April 2009 Electric Motor Works Ltd has changed its name to Protean Electric Ltd. This is a name change only and all other details of the company such as registered number, VAT number, registered address and trading address remain the same.

If there is a contract or other agreement between you and Electric Motor Works Ltd then the terms and conditions of this will remain the same in all respects except for the change of name from Electric Motor Works Ltd to Protean Electric Ltd.

If you have any questions concerning this change of name then please contact Nick Rich by phone on 01420 594140 or by email at [nick.rich@proteanelectric.com](mailto:nick.rich@proteanelectric.com).



Nick Rich  
Finance Director

Enc. Name Change Certificate

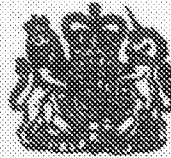
Registered address:  
C/o Simmons & Simmons  
Crispall  
1 Rope-maker Street  
London EC2Y 9SS

Company Number: 0747884  
VAT No: 943 1164 29

Protean Electric Limited

Protean Electric Limited  
Unit 8 Oriol Court  
Omega Business Park  
Alton  
Hampshire  
GU34 2YT

Switchboard: +44 (0)1470 594440  
Fax: +44 (0)1470 83830



WE HEREBY CERTIFY THIS  
TO BE A TRUE COPY

*Simmons & Simmons*  
SIMMONS & SIMMONS  
City Place  
One Ropemaker Street  
LONDON EC2Y 9SS

**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

Company No. 5747884

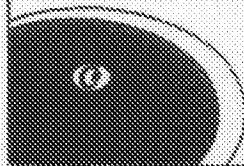
The Registrar of Companies for England and Wales hereby certifies that

**ELECTRIC MOTOR WORKS LIMITED**

having changed its name, is now incorporated under the name of

**PROTEAN ELECTRIC LIMITED**

Given at Companies House on 14th April 2009.



THE REGISTRAR OF COMPANIES  
FOR ENGLAND AND WALES

Registered address:  
C/o Simmons & Simmons  
Cityplace  
1 Ropemaker Street  
London EC2Y 9SS

Company Number: 5747884  
VAT No: 945 2384 29