

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2699856

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF BATH	01/24/2014
RECEIVING PARTY DATA	
Name:	DISNEY INTERACTIVE STUDIOS, INC.
Street Address:	521 CIRCLE SEVEN DRIVE
City:	GLENDALE
State/Country:	CALIFORNIA
Postal Code:	91201
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13838840
CORRESPONDENCE DATA	
Fax Number:	(858)509-3691
Phone:	(858)720-8900
Email:	Docketing@SheppardMullin.com, CStroesser@SheppardMullin.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	DAVID E. HEISEY
Address Line 1:	SHEPPARD MULLIN RICHTER & HAMPTON LLP
Address Line 2:	12275 EL CAMINO REAL, SUITE 200
Address Line 4:	SAN DIEGO, CALIFORNIA 92130-2006
ATTORNEY DOCKET NUMBER:	12-DIS-365-STUDIO-US-UTL
NAME OF SUBMITTER:	DAVID E. HEISEY
Signature:	/David E. Heisey/
Date:	01/27/2014

Total Attachments: 5

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Dated _____ 2013

(1) UNIVERSITY OF BATH

and

(2) DR. DARREN COSKER

And

(3) CHARALAMPOS KONIARIS

and

(4) DISNEY INTERACTIVE STUDIOS, INC

Assignment

THIS AGREEMENT is made the _____ day of _____ 2013

BETWEEN

- (1) UNIVERSITY OF BATH a corporation, incorporated in England and Wales by Royal Charter with registration number RC000644 of Claverton Down, Bath, BA2 7AY ("the University"); and
- (2) DR. DARREN COSKER of University of Bath, Claverton Down, Bath, BA2 7AY; ("Cosker")
- (3) CHARALAMPOS KONIARIS of 43/7 Ashley Terrace, EH11 1RY, Edinburgh; ("Koniaris")
- (4) Disney Interactive Studios, Inc. whose principal office is situated at 521 Circle Seven Drive, Glendale, California 91201, United States ("Assignee")

BACKGROUND

- (A) The Assignee and the University have entered into the Research Agreement under which the Assignee has funded the carrying out of research in certain fields at the University, as a result of which the Patents have been applied for and/or granted.
- (B) The Assignee wishes to exploit the Patents.
- (C) Under the terms of the Research Agreement the University is under an obligation to assign the IPR in the Patents to the Assignee, subject to certain rights and obligations of the Parties as set out in the terms of the Research Agreement.
- (D) Cosker is an employee of the University who has contributed to the Patents and/or Knowhow.
- (E) Koniaris is a student of the University who has contributed to the Patents and/or Knowhow.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

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

Assignors	the University and the inventors together (and each an Assignor);
Know How	trade secrets and confidential business information, unpatented technical and other information including inventions, discoveries, processes and procedures, ideas, concepts, formulae, specifications, procedures for experiments and tests and results of experimentation and testing and information comprised in software concerning the inventions covered by the Patents;
Inventors	Cosker and Koniaris either individually or together as the context requires
IPR	rights in patents and patent applications and other copyrights, design rights, rights in confidential information and all other intellectual property rights (whether or not registered or registerable) and rights or forms of protection of the same, similar or equivalent

nature or effect which may subsist anywhere in the world together with all applications for registration of any of the foregoing;

Patents the patent applications which are listed or equivalent to and/or claim priority from the applications listed in the Schedule and granted patents issuing from such applications, together with all re-issues and extensions of such granted patents; and

Research Agreement the agreement listed in the Schedule.

1.2 In this agreement, headings do not affect the interpretation of this agreement; a person includes a corporate or unincorporated body; words in the singular include the plural and in the plural include the singular; and a reference to one gender includes a reference to them all.

2. ASSIGNMENT

2.1 The Inventors acknowledge and agree that pursuant to the University's Intellectual Property Policy, the University is the owner of all IPRs in the Patents and is free to assign the Patents to the Assignee. However, by way of confirmatory assignment, the Inventors are willing to enter into this Agreement.

2.2 In consideration of the payment of the sum of £1 to each Assignor (receipt of which each Assignor expressly acknowledges), the Assignors hereby assign to the Assignee absolutely all their right title and interest in and to the full and exclusive benefit of the Patents.

2.3 The assignment in clause 2.2 includes:

2.3.1 the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any of the Patents, whether committed before or after the date of this assignment;

2.3.2 the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents, for their full term; and

2.3.3 the right to apply for, prosecute and obtain patent or similar protection in the UK and all other countries of the world for an invention embodied by any of the applications comprised in the Patents, including the right to claim priority from such applications.

3. FURTHER ASSURANCE

The Assignors shall, at the expense of the Assignee, execute and sign all such instruments, applications and documents and do all such acts and things as may reasonably be required by the Assignee to enable the Assignee or its nominee to enjoy the full benefit of the rights assigned by this agreement and, if the relevant Assignor is satisfied, acting reasonably and in good faith, that the Assignee is entitled to so file, to waive any rights any of them may have to any IPR in and to any patent applications filed by the Assignee following the date thereof.

4. WARRANTIES AND INDEMNITY

4.1 No Assignor warrants that the Patents or any of them are valid.

4.2 Each Assignor warrants that:

- 4.2.1 to its knowledge and belief, but without having made any search of any public register, but not further or otherwise the use of any invention within the claims, of the Patents will not infringe any other patents, copyrights or other intellectual property rights of a third party;
- 4.2.2 this Agreement is validly executed and constitutes binding obligations on it;
- 4.2.3 it has the right and power to enter this Agreement and grant the rights this Agreement purports to grant, to the full extent of its interest in the Patents; and
- 4.2.4 it has not granted any licences or executed any assignments in respect of the Patents in favour of any third party at the date of this Agreement.
- 4.3 Subject to 5.2.1, neither Assignor makes any further representation or gives any warranty either to each other or to the Assignee that the Patents or the Know How or any advice or information given by it or any of its employees or students in connection therewith will not constitute or result in any infringement of any other patents, copyrights or other intellectual rights of a third party.
- 4.4 The Assignee will indemnify each of the Assignors and keep them fully and effectively indemnified against each and every claim made against any of them by a third party unconnected with either Assignor as a result of the Assignee's use of any of the Patents or the Know How (save in respect of any use by the University of such Patents and Know How under the rights of the University under the Research Agreement) provided that each of the Assignors in connection therewith shall:
- 4.4.1 promptly notify the Assignee of the details of any claim or potential claim to which the indemnity in this clause 4.4 may apply (the "Claim");
- 4.4.2 not make any admission, compromise, settlement or discharge in relation to the relevant Claim;
- 4.4.3 allow the Assignee to have the conduct of the defence or settlement of the relevant Claim; and
- 4.4.4 give the Assignee all reasonable assistance (at the Assignee's expense) in its dealing with such Claim.
- The indemnity in this clause will not apply to the extent that any Claim shall have arisen as a result of the respective Assignor's negligent act or omission, breach by an Assignor of clause 5.2 and/or any deliberate breach of this Agreement.
- 4.5 The liability of the Assignee under the indemnity contained in clause 5.5 shall not extend to incidental or consequential damages of an Assignor or to any loss of profits of an Assignor.

5. GOVERNING LAW AND JURISDICTION


This agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

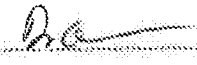
6. GENERAL

- 6.1 Nothing in this agreement is intended to benefit any person who is not a party to it.
- 6.2 This agreement and the Research Agreement (which for the avoidance of doubt shall remain in full force and effect) set out the entire agreement of the parties with respect to the Patents.

- 6.3 Neither party has relied upon any representation not set out in this agreement in entering this agreement, but this does not exclude any liability of a party for fraud.
- 7.4 This Agreement shall be binding on and/or for the benefit of any successors in title of each of the Assignors and the Assignees.

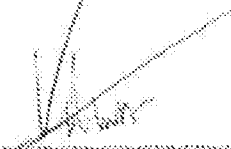
SIGNED BY the duly authorised representatives of the parties on the date first appearing above

SIGNED by Miles Davis 
 for and on behalf of UNIVERSITY OF BATH
 (Signature)
24-1-14
 (Date)

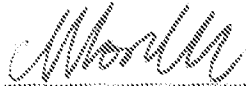
SIGNED by Darren Cosker 
 for and on behalf of DR DARREN COSKER
 (Signature)
23-1-14
 (Date)

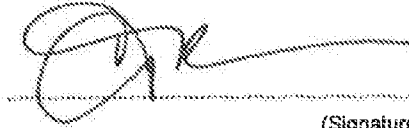
WITNESS:

Signature S. Hayward
 Name SARAH HAYWARD
 Address FLAT 1, 29 PARSONAGE ST,
DURSLEY, GLOS, GL11 4HW.
 Occupation PROJECT CO-ORDINATOR

SIGNED by Charalampos Koniaris 
 for and on behalf of CHARALAMPOS KONIARIS
 (Signature)
23-1-14
 (Date)

WITNESS:

Signature 
 Name MALGORZATA KOSEK
 Address 13a Polwarth Gardens
EH11 1JS, EDINBURGH, UK.
 Occupation Research intern

SIGNED by Chris Drews 
 for and on behalf of DISNEY INTERACTIVE
 STUDIOS, INC
 (Signature)
January 2, 2014
 (Date)