

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2750705

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ISENTROPIC LIMITED	10/28/2013
RECEIVING PARTY DATA	
Name:	ENERGY TECHNOLOGIES INSTITUTE LLP
Street Address:	HOLYWELL BLDG, HOLYWELL WAY
Internal Address:	LOUGHBOROUGH
City:	LEICESTERSHIRE
State/Country:	UNITED KINGDOM
Postal Code:	LE11 3UZ
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	8113011
Application Number:	13347350
Patent Number:	8656712
Application Number:	12753673
Application Number:	13923049
Patent Number:	8496026
Patent Number:	8453677
Application Number:	12995823
Application Number:	13812783
Application Number:	13580630
Application Number:	14006635
Application Number:	14006621
CORRESPONDENCE DATA	

Fax Number: (619)235-0398
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Correspondence will be sent via US Mail when the email attempt is unsuccessful.
Correspondent Name: KATHERINE PROCTOR
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Address Line 4: SAN DIEGO, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	115845-001
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NAME OF SUBMITTER:	KATHERINE PROCTOR
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Signature:	/Katherine Proctor/
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Date:	03/03/2014
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Total Attachments: 8
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CHARLES RUSSELL

DATED

28th

October 2013

ISENTROPIC LIMITED

(as Chargor)

and

ENERGY TECHNOLOGIES INSTITUTE LLP

(as Lender)

DEBENTURE

Charles Russell LLP

5 Fleet Place, London EC4M 7RD

Tel: +44 (0)20 7203 5000 • **Fax:** +44 (0)20 7203 0200 • **DX:** 19 London/Chancery Lane • www.charlesrussell.co.uk

PATENT

REEL: 032382 FRAME: 0823

THIS DEED is made 28th day of October 2013
BY:

- (1) **Isentropic Limited** a company incorporated in England (registered number 05077488) whose registered office is at 7 Brunel Way, Segensworth East, Fareham, Hampshire PO15 5TX (the "Chargor")

IN FAVOUR OF:

- (2) **Energy Technologies Institute LLP** a limited liability partnership incorporated in England (registered number OC333553) whose registered office is at Holywell Building, Holywell Way, Loughborough, Leicestershire, LE11 3UZ (the "Lender").

"Background Patent"

means:

- (a) any patent or published patent application owned, licensed to or controlled by the Chargor before the Effective Date including the patents and patent applications identified in Schedule 3, Part 3 of the Technology Contract or later published by, developed by, licensed to or otherwise acquired by the Chargor other than through participation in the Project or with the Lender generally and including, but not limited to, any patents or published patent applications claiming priority from the patents or patent applications identified in Schedule 3, Part 3 of the Technology Contract; and

- (b) any patent or patent application owned by the Chargor which was filed by the Chargor on or before 30 April 2012 and which has a priority date no later than 30 April 2012 where such patent or patent application claims the inventions disclosed in the invention submissions identified in Schedule 3, part 4 of the Technology Contract together with any patents or patent applications claiming priority from such patents or patent applications provided such patents or patent applications have priority date(s) no later than 30 April 2012.

"Intellectual Property Rights"

means all of the right, title and interest in the Background IP and the Background Patents;

"Registered Intellectual Property Rights"

means those Intellectual Property Rights which have effect only if registered at the relevant national office or body appointed to administer such rights in each relevant jurisdiction and in every case have either been granted by the appointed office or body or are the subject of a pending application for registration;

22.2

For the avoidance of doubt, the Chargor hereby agrees that the Lender is entitled to register or record any security created by this Deed on any official register relevant to the Registered Intellectual Property Rights without the consent of the Chargor and, in such circumstances, it shall be the responsibility of the Lender to do so (at the Lender's sole discretion) and any reasonable costs shall be to the account of the Lender. The Chargor shall provide such assistance as may be reasonably requested by the Lender to enable the Lender to register or record any Security Interest created by this Deed on any official register relevant to the Registered Intellectual Property Rights. The Lender shall take reasonable steps, at its cost, to remove, cancel or delete any such registrations following the end of the Security Period.

EXECUTED (but not delivered until the
date inserted herein) as a DEED by
Isentropic Limited
acting by James Macnaghten, a director,
in the presence of:


Witness's signature:

Witness's name:

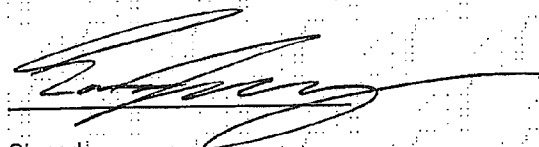
Occupation:

Address:

EXECUTED (but not delivered until the
date inserted herein) as a DEED by
Energy Technologies Institute LLP
acting by
and


Signed

EAMON CONNOLLY
Name


Signed

EAMON CONNOLLY
Name

30 Mairnaght

Address: 76 VALENTINE CLOSE, FAREHAM,
HAMPSHIRE, PO15 6SL.

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Name _____