

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2831171

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MAHESH POOLAKKAPARAMBIL	08/01/2012
ABUSALEH JABIR	08/01/2012
JIMSON MATHEW	08/01/2012
DHIRAJ K. PRADHAN	08/01/2012
RECEIVING PARTY DATA	
Name:	OXFORD BROOKES UNIVERSITY
Street Address:	GIPSY LANE CAMPUS, HEADINGTON
City:	OXFORD
State/Country:	UNITED KINGDOM
Postal Code:	OX3 0BP
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14241154
CORRESPONDENCE DATA	
Fax Number:	(419)874-1130
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ATTORNEY DOCKET NUMBER:	18043-1
NAME OF SUBMITTER:	WILLIAM J. CLEMENS
SIGNATURE:	/William J. Clemens/
DATE SIGNED:	04/28/2014
Total Attachments: 13	
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Dated the ^{1st} day of *August* 2012

(1) The University of Bristol

(2) Oxford Brookes University

**INTELLECTUAL PROPERTY ASSIGNMENT, ADMINISTRATION
AND REVENUE SHARING AGREEMENT**

THIS AGREEMENT is made on this 18th day of August 2012
BETWEEN

- (1) **THE UNIVERSITY OF BRISTOL**, a higher education institution incorporated by Royal Charter whose administrative offices are at Senate House, Tyndall Avenue, Bristol BS8 1TH ("**Bristol**"), and;
- (2) **OXFORD BROOKES UNIVERSITY**, a higher education institution incorporated by Statute whose administrative offices are at Gipsy Lane, Oxford OX3 0BP ("**Oxford**").

WHEREAS:

- A. Bristol and Oxford have informally collaborated, which collaboration has resulted in the Invention.
- B. The Inventors are co-inventors of the Invention.
- C. The combined contribution to the Invention of Dr. Jimson MATHEW and Prof. Dhiraj K. PRADHAN is thirty percent (30%); the combined contribution to the Invention of Dr. Abusaleh JABIR and Mr. Mahesh POOLAKKAPARAMBIL is seventy percent (70%).
- D. At the time of the creation of the Invention, Dr. Jimson MATHEW and Prof. Dhiraj K. PRADHAN were employees of Bristol and Dr. Abusaleh JABIR was an employee of Oxford.
- E. At the time of the creation of the Invention, Mr. Mahesh POOLAKKAPARAMBIL was a PhD student of Oxford and he has signed an assignment dated 9 November 2009 to Oxford.
- F. Bristol has agreed to assign its ownership rights in the Invention to Oxford.
- G. Oxford and Bristol have agreed that Oxford shall administer their respective undivided interests in the Invention.
- H. Oxford and Bristol have agreed that the Invention be successfully and diligently commercially developed and used for the good of mankind.
- I. Oxford and Bristol have determined that the cooperation and commercial development contemplated by this Agreement are consistent with their missions of research, education and teaching and with their status as not-for-profit institutions.

IT IS AGREED as follows:

1. DEFINITIONS

- 1.1 In this Agreement, including the recitals above, the following words shall have the meanings set out below unless the context requires otherwise:-

"ACCOUNTING PERIOD" shall mean 1 August to the following 31 July.

"ADMINISTRATIVE FEE" shall mean fifty per cent (50%) of Gross Revenues to be retained by Oxford in consideration of its administration of the Patent Rights and commercialisation of the Invention.

"AGREEMENT" shall mean this document (the terms and conditions stated herein) together with its Schedule which is incorporated into and forms part of this Agreement between Oxford and Bristol.

"DIRECT COSTS" shall mean any external costs, fees and expenses which are or have been incurred by Oxford (and have not been recovered from a third party) in respect of: (a) the Patent Prosecution Expenses; and (b) the registration of any document relating to the Invention with any patent office or other institution, and the payment of any mandatory or desirable duty (such as stamp duty) or other tax or charge in connection with such documents; (c) professional advice, including without limitation, from lawyers, accountants or tax advisers in respect of the Invention; and (d) the marketing and promotion of the Invention including without limitation travel expenses; and/or (e) the negotiation and execution of agreements with licensees and others in respect of the development or commercial exploitation of the Invention and the administration of such agreements, including without limitation travel expenses and any costs incurred in dealing with claims or proceedings associated with such agreements. For the avoidance of doubt Costs from Iambic Innovation shall be excluded from the calculation of Direct Costs.

"EQUITY" shall mean the proceeds of sale of any shares in the capital of any company that are issued to Oxford in consideration of a grant of a licence or an option thereto to such company in respect of the Invention.

"GROSS REVENUES" shall mean the actual cash sums and any Equity (save where clause 7.6 applies) received by Oxford from time to time in respect of the commercial exploitation of the Invention, including without limitation, licence, signing and option fees, royalties, benchmark and milestone payments. For the avoidance of doubt, Gross Revenues shall exclude any third party funding received by Oxford for research projects related to the Invention and any revenues received from activities pursuant to clause 5.2.

"INTERIM REVENUES" shall mean Gross Revenues less the Direct Costs.

"INVENTION" shall mean any and all inventions described or claimed in the Patent Applications.

"INVENTOR(S)" shall mean Dr. Abusaleh JABIR, Mr. Mahesh POOLAKKAPARAMBIL, Dr. Jimson MATHEW, Prof. Dhiraj K. PRADHAN either collectively or individually.

"NET ROYALTIES" shall mean the Interim Revenues less the Administrative Fee.

"PARTY" shall mean either Bristol or Oxford and **"PARTIES"** shall mean both of them.

"PATENT APPLICATIONS" shall mean either or both of the patent applications detailed in the Schedule entitled "Error-Tolerant Digital Circuits" and "Digital Error Correction" respectively.

"PATENT PROSECUTION EXPENSES" shall mean all expenses incurred by Oxford for the preparation, filing, prosecution, maintenance, and defence or enforcement of the Patent Rights.

"PATENT RIGHTS" shall mean all intellectual property rights as such may exist in the Invention in any part of the world and including, without limitation, the Patent Applications as well as any other patent application which might be filed on the Invention, any continuations, divisions, and patents which issue on said application including patents of addition, reissue, or re-examination, as well as any foreign counterparts and any patents which issue thereon.

"SUBSIDIARY" shall mean any vehicle which is in the majority control or ownership of Oxford and incorporated to perform functions on behalf of Oxford which functions fall outside of Oxford's statutory remit.

- 1.2 Any reference to any Act of Parliament or subsidiary legislation shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and to include any statutory instrument, bye-law, licence, notice, direction, code of practice, statutory guidance, consents or permission made thereunder together with any amendment thereto and any conditions attaching thereto.
- 1.3 Any undertaking by either Party hereunder not to do any act or thing shall be deemed to include an undertaking not to permit or allow the doing of that act or thing where that permission or allowance is within the control of that Party.
- 1.4 The layout, headings and titles in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they appear to refer.
- 1.5 Words in the singular shall include the plural and vice versa save where specifically defined herein.
- 1.6 Unless the context otherwise requires references in this Agreement to any clause or sub-clause or schedule are to a clause or sub-clause of or a schedule to this Agreement.

- 1.7 No failure or omission by either Party to carry out or to observe any of the terms of this Agreement shall give rise to any claim against the Party in question or be deemed to be a breach of this Agreement if such failure or omission arises from any cause beyond the reasonable control of that Party.
- 1.8 If any of the terms or conditions as set out in this Agreement shall become or are declared by a court of competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability shall in no way impair or affect any other provisions of this Agreement all of which shall remain in full force and effect and the invalid or unenforceable provisions shall remain in full force to the greatest extent permissible.
- 1.9 Failure by either Party to exercise or enforce any right conferred by this Agreement shall neither be deemed to be a waiver of any such right nor operate as a bar to the exercise or enforcement of such right on any other occasion.

2. ASSIGNMENT

- 2.1 In consideration of Bristol being entitled to a share of any Net Royalties and subject to the terms of this Agreement, Bristol as beneficial owner and with full title guarantee and free from any encumbrances, hereby assigns and transfers to Oxford absolutely all:

2.1:1 its rights, title and interest in the Invention; and

2.1:2 patents and other intellectual property rights that may be granted pursuant to the Patent Applications; and

2.1:3 its rights, title and interest in the Patent Rights together with all rights and powers arising or accrued therefrom; and

2.1:4 its rights to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the Invention, including the right to claim priority from the Patent Applications, to the intent that the grant of any such patent or similar protection shall be in the name of and vest in Oxford or its successors in title; and

2.1:5 its rights of action, powers and benefits arising from ownership of the Patent Rights, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to on or after the date of this Agreement.

- 2.2 Bristol shall execute such documents and give such assistance as Oxford may require:

2.2:1 to secure the vesting in Oxford of all rights in the Invention; and

2.2:2 to uphold Oxford's right in the Patent Applications and the Patent Rights; and

2.2:3 to defeat any challenge to the validity of, and resolve any questions concerning, the Patent Rights or the Invention.

3. APPOINTMENT

Bristol hereby irrevocably appoints Oxford as its attorney in its name to execute any document and to any act or thing which may be necessary to comply with the provisions of Clause 2 above.

4. PATENT PROSECUTION

- 4.1 Oxford shall file, prosecute, maintain and defend/enforce the Patent Rights as Oxford (in its sole discretion) considers appropriate.
- 4.2 Oxford shall be liable for any Patent Prosecution Expenses.
- 4.3 Oxford agrees that it shall not abandon the prosecution of the Patent Applications (except in favour of a continuation or continuation-in-part application) without first notifying Bristol in writing. Bristol will then have, if deadlines permit, 30 calendar days to make a decision on whether or not it wishes to take on the prosecution of the Patent Applications and shall notify Oxford of its decision in writing.

5. RESERVED RIGHTS

- 5.1 Oxford hereby grants to Bristol a non-exclusive, royalty-free licence to use the Invention for academic teaching and internal research purposes only ("**Academic Research Licence**"). Bristol may work with third parties under the Academic Research Licence provided that, at all times, it uses its best endeavours to ensure that no collaborating third party acquires commercial exploitation rights to the Invention, unless Oxford has given its written consent for such grant of rights to a third party.
- 5.2 Oxford reserves the right to use the Invention to perform consultancy and service work either by itself or through any Subsidiary and any revenues resulting therefrom shall not be included within Gross Revenues.

6. COMMERCIALISATION

- 6.1 Oxford shall have sole responsibility for exploiting the Invention as it sees fit and agrees to use its reasonable efforts to commercialise the Invention. The failure of Oxford to secure an exploitation route shall not be deemed a breach of Oxford's obligations hereunder.
- 6.2 Where Oxford determines that commercialisation of the Invention is not viable or otherwise no longer wishes to pursue the commercialisation of the Invention, it will give formal notice of the same to Bristol in writing. The Parties may subsequently agree alternative commercialisation arrangements including terminating this Agreement, if deemed appropriate.

7. ACCOUNTING AND PAYMENTS

- 7.1 All Gross Revenues shall be the absolute property of Oxford.
- 7.2 Within 90 calendar days of the end of each Accounting Period, Oxford shall account to Bristol for any Gross Revenues received during such Accounting Period as follows:
 - 7.2:1 the Direct Costs shall be deducted from the Gross Revenues in the date order that such costs were incurred by Oxford. In the event that there are insufficient Gross Revenues to service the Direct Costs, then the amount outstanding shall be carried forward to the next Accounting Period.
 - 7.2:2 the Administrative Fee shall be deducted from any Interim Revenues. In the event that there are insufficient Interim Revenues to service the Administrative Fee, then the amount outstanding shall be carried forward to the next Accounting Period.
 - 7.2:3 any Net Royalties shall be shared between the Parties on a 30:70 ratio with Bristol receiving 30% and Oxford receiving 70%.
- 7.3 Oxford shall prepare and send to Bristol a cumulative statement showing the amount of Gross Revenues, Direct Costs, Interim Revenues and Net Royalties received, incurred, accrued and/or carried forward as applicable.
- 7.4 Bristol shall send to Oxford a VAT invoice for any sum due to Bristol pursuant to clause 7.2:3 above within 45 calendar days of receipt of the statement from Oxford.
- 7.5 Oxford shall keep accounts showing the amount of Gross Revenues, Direct Costs and Interim Revenue received, incurred, accrued and/or carried forward as applicable in each Accounting Period. Oxford shall make such accounts available for inspection on reasonable notice during business hours by an independent chartered accountant nominated by Bristol for the purpose of verifying the accuracy of any statement given by Oxford under Clause 7.3. The accountant shall be required to keep confidential all information learnt during such inspection and to disclose to Bristol only such details as may be necessary to report on the accuracy of the statement in question.
- 7.6 For the avoidance of doubt, Oxford shall use its reasonable endeavours to ensure that any Equity issued will be issued on terms whereby the proportionate ratio due to Bristol is issued directly to Bristol, in which instance Oxford's proportionate ratio shall be excluded from the definition of Gross Revenues.
- 7.7 Oxford and Bristol shall each be responsible for compensating their respective Inventors in accordance with their own intellectual property regulations or equivalent regulations.

8. REPORTS

At the same time as Oxford sends the statement to Bristol pursuant to Clause 7.3, Oxford shall provide Bristol with a report of its activities during the relevant Accounting Period. Such report shall cover details of commercialisation including but not limited to patent application numbers and filing dates, status, grant numbers and dates, patent prosecution, list of current licensees and a statement about Gross Revenues due.

9. TERMINATION

9.1 This Agreement shall commence on the date hereof and shall continue until the earlier of:

9.1:1 Oxford being notified that both Patent Applications have been refused by the relevant patent offices; or

9.1:2 termination as mutually agreed between the Parties; or

9.1:3 the date of expiry of the last to expire patent granted pursuant to the Patent Rights; or

9.1:4 upon the abandonment by both Parties of the Patent Rights pursuant to Clause 4.3.

9.2 Upon termination or expiry of this Agreement the provisions of Clauses 1, 2, 3, 9.2, 9.3, 10.1, 11.1, 12, 13 and 14 shall continue in force without limit of time.

9.3 Expiry or termination of this Agreement for any reason shall not affect the Parties' accrued rights and liabilities arising under this Agreement prior to such termination or expiry.

10. WARRANTIES

10.1 Bristol hereby represents and warrants that it is free to make the assignment set out in Clause 2 and there are no options, agreements, or other arrangements, with third parties affecting such right, title, and interest.

10.2 Oxford makes no representation and gives no warranty or undertaking that the Invention will be developed or commercially exploited, nor as to the form or extent of any development or commercial exploitation activity that it may decide to undertake.

10.3 It is acknowledged and agreed by the Parties that Oxford shall have no liability or responsibility towards Bristol in connection with this Agreement other than those specifically set out in this Agreement.

- 10.4 It is acknowledged and agreed by the Parties that Bristol shall have no liability or responsibility towards Oxford in connection with this Agreement other than those specifically set out in this Agreement.

11. CONFIDENTIALITY

- 11.1 Neither party shall, save as required by law, publish or make any announcement, statement or other disclosure by any means whatsoever concerning the subject matter of this Agreement, including without limitation any of the terms of this Agreement, without the prior written consent of the other, such consent not to be unreasonably withheld.
- 11.2 Prior to the publication of the Patent Applications, Bristol shall not disclose any part of the information and data relating to the Patent Rights without written consent of Oxford.

12. ENTIRE AGREEMENT

- 12.1 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.
- 12.2 Each Party acknowledges and agrees that, in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a Party to this Agreement or not) other than as expressly set out in this Agreement.
- 12.3 Nothing in this clause shall operate to limit or exclude any liability for fraud.

13. MISCELLANEOUS

- 13.1 Subject to Clause 13.2, neither Party shall assign the obligations and benefits under this Agreement to a third party without the prior written consent of the other Party.
- 13.2 Any assignment of any benefits or obligations under this Agreement between Oxford and the Subsidiary shall not constitute an assignment for the purpose of Clause 13.1.
- 13.3 This Agreement may be varied only by the written consent of both Parties. For the avoidance of doubt, this shall be in the form of a supplementary agreement.

- 13.4 Any notice to be given under this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, addressed as follows:

If to Oxford:

Oxford Brookes University
Headington Campus
Gipsy Lane
Oxford OX3 0BP

and marked for the attention of Paul Large, Registrar

If to Bristol:

University of Bristol
Research and Enterprise Development
Senate House
Tyndall Avenue
Bristol BS8 1TH

and marked for the attention of Mrs Sue Sundstrom, Head of Research Commercialisation

14. APPLICABLE LAW

- 14.1 This Agreement shall be governed by English law and the Parties submit to the exclusive jurisdiction of the courts of England.
- 14.2 The Contracts (Rights of Third Parties) Act 1999 shall have no application to this Agreement whatsoever and the parties do not intend to confer hereunder any benefit on any third party which that third party would not have had other than by operation of the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS WHEREOF, the **PARTIES** have executed this **AGREEMENT** by their duly authorised officers or representatives.

SIGNED for and on behalf of **OXFORD
BROOKES UNIVERSITY**



Paul Large, Registrar

SIGNED for and on behalf of **THE
UNIVERSITY OF BRISTOL**



Sue Sundstrom, Head of Research
Commercialisation

SCHEDULE A

Patent Applications

Title: Error-Tolerant Digital Circuits

UK Patent Application Number: GB1114831.9

Filing Date: 26 August 2011

Applicant: Oxford Brookes University

Inventors: Dr. Abusaleh JABIR
Mr. Mahesh POOLAKKAPARAMBIL
Dr. Jimson MATHEW
Prof. Dhiraj K. PRADHAN

Title: Digital Error Correction

US Patent Application Number: 61/608694

Filing Date: 12 March 2012

Applicants: Oxford Brookes University
The University of Bristol

Inventors: Dr. Abusaleh JABIR
Mr. Mahesh POOLAKKAPARAMBIL
Dr. Jimson MATHEW
Prof. Dhiraj K. PRADHAN

ASSIGNMENT

For One Dollar and other good and valuable consideration to us and in hands paid, the receipt and sufficiency of which is hereby acknowledged, we,

JIMSON MATHEW of Dept. of Computer Science, University of Bristol, Merchant Venturers'

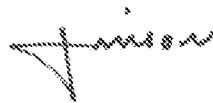
Building, Woodland Road, Bristol BS8 1UB, United Kingdom, and

DHIRAJ K. PRADHAN of Dept. of Computer Science, University of Bristol, Merchant

Venturers' Building, Woodland Road, Bristol, BS8 1UB, United Kingdom,

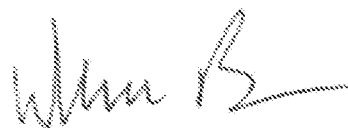
have sold, assigned and transferred and by these presents do sell, assign and transfer unto THE UNIVERSITY OF BRISTOL, having offices at Senate Houses, Tyndall Avenue, Bristol BS8 1TH, United Kingdom, our share of the entire right, title and interest in and to the invention and/or improvements, titled DIGITAL ERROR CORRECTION described in a provisional application filed with the USPTO on March 9, 2012, and assigned Serial No. 61/608,694, together with any continuation, continuation-in-part disclosing improvements, additions, and/or modifications, or divisional applications, and any Letters Patent to be obtained therefor in the United States of America, and all other countries, and the right to claim priority from the provisional application; and we hereby authorize and request the United States Commissioner of Patents and Trademarks and the officials empowered to issue patents in countries foreign to the United States of America to issue any and all Letters Patent that may be granted for said invention and/or improvements, additions, and/or modifications to the said THE UNIVERSITY OF BRISTOL, for the use and behoof of itself, its successors and assigns.

IN TESTIMONY WHEREOF, we hereunto set our hands on the dates shown below.



Date **23-07-2012**

Jimson Mathew



Date **23-07-2012**

Dhiraj K. Pradhan

ASSIGNMENT

For One Dollar and other good and valuable consideration to us and in hands paid, the receipt and sufficiency of which is hereby acknowledged, we,

MAHESH POOLAKKAPARAMBIL of #203 Helmanth Durga, Kempana Main Road, Vignan Nagar, Opposite Indian Public School, Bangalore 560093, India, and
ABUSALEH JABIR of 23 Wick Close, Abingdon, Oxfordshire, OX14 2NQ, United Kingdom,

have sold, assigned and transferred and by these presents do sell, assign and transfer unto OXFORD BROOKES UNIVERSITY, having offices at Gipsy Lane Campus, Headington, Oxford OX3 0BP, Oxfordshire, United Kingdom, our share of the entire right, title and interest in and to the invention and/or improvements, titled DIGITAL ERROR CORRECTION described in a provisional application filed with the USPTO on March 9, 2012, and assigned Serial No. 61/608,694, together with any continuation, continuation-in-part disclosing improvements, additions, and/or modifications, or divisional applications, and any Letters Patent to be obtained therefor in the United States of America, and all other countries, and the right to claim priority from the provisional application; and we hereby authorize and request the United States Commissioner of Patents and Trademarks and the officials empowered to issue patents in countries foreign to the United States of America to issue any and all Letters Patent that may be granted for said invention and/or improvements, additions, and/or modifications to the said OXFORD BROOKES UNIVERSITY, for the use and behoof of itself, its successors and assigns.

IN TESTIMONY WHEREOF, we hereunto set our hands on the dates shown below.

25/07/2012

Date



Mahesh Poolakkaparambil

25/07/2012

Date



Abusaleh Jabir