

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2860606

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TERESA MAVIS STEVENS	02/17/2014
DAVID STEVENS	02/17/2014
RECEIVING PARTY DATA	
Name:	GUARDIAN BARRIERS IP LIMITED
Street Address:	47 KINGS ROAD, LEE-ON-THE-SOLENT
City:	HAMPSHIRE
State/Country:	UNITED KINGDOM
Postal Code:	PO13 9NU
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14358294
CORRESPONDENCE DATA	
Fax Number:	(314)238-2401
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	3142382400
Email:	patents@polsterlieder.com
Correspondent Name:	POLSTER LIEDER
Address Line 1:	12412 POWERSCOURT DRIVE, SUITE 200
Address Line 2:	DAVID L. HOWARD
Address Line 4:	ST. LOUIS, MISSOURI 63131
ATTORNEY DOCKET NUMBER:	GUAB E461W1
NAME OF SUBMITTER:	DAVID L. HOWARD
SIGNATURE:	/David L. Howard/
DATE SIGNED:	05/19/2014
Total Attachments: 10	
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This Deed of Assignment is dated 17 February 2014

PARTIES

- (1) Teresa Mavis Stevens of 47 Kings Road, Lee-On-The-Solent, Hampshire, PO13 9NU United Kingdom.
- (2) David Stevens of 47 Kings Road, Lee-On-The-Solent, Hampshire, PO13 9NU United Kingdom.

Parties (1) and (2) shall be referred to as the **Assignors** in this agreement.

- (3) Guardian Barriers IP Limited incorporated and registered in England and Wales with company number 08888381 whose registered office is at 47 Kings Road, Lee-On-The-Solent, Hampshire, PO13 9NU United Kingdom (**Assignee**).

BACKGROUND

(A) The Assignors have invented an anti-pirate barrier known as Guardian (hereinafter referred to as the "**Guardian Barrier**"). The Guardian Barrier is more fully described in the Patents.

(B) The Assignors wish to assign to the Assignee any and all intellectual property rights they own that currently subsist, or have ever subsisted, in the Guardian Barrier, or in any materials created in relation to the Guardian Barrier, on the terms set out in this agreement.

(C) The Assignors believe that Teresa Mavis Stevens is, and always was, the sole owner of the intellectual property in the Guardian Barrier and that David Stevens does not own any such intellectual property. Nonetheless, in order to remove any doubt that the Assignee becomes, by virtue of this agreement, the sole owner of all relevant intellectual property rights, David Stevens has been added as an Assignor.

(D) This assignment is intended to vary and replace in full the prior Deed of Assignment dated 14 February 2014, in order to make it clear and beyond doubt that the Registered Designs are also being assigned to the Assignee.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause 1 apply in this agreement.

Assigned Rights: means any of the rights assigned under clause 2 of this agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of,

confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Patents: the patent applications, short particulars of which is set out in Schedule 1.

Registered Designs: means the registered designs short particulars of which are set out in Schedule 2.

Unregistered Trade Mark: the trade mark, short particulars of which are set out in Schedule 3.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

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

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.4 The Schedules form 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 Schedules.

1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.9 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

2. ASSIGNMENT

In consideration of the sum of £1 (receipt of which the Assignors expressly acknowledge), the Assignors hereby assign to the Assignee, absolutely all their right, title and interest in and to:

- (a) the Patents and the absolute entitlement to any registrations granted pursuant to, or derived from, the Patents;
- (b) the Registered Designs;
- (c) any goodwill owned by either of the Assignors and attaching to the Unregistered Trade Mark and in respect of the business relating to the goods or services in respect of which the Unregistered Trade Mark is used;
- (d) any Intellectual Property Rights subsisting in any materials of whatsoever nature created by the Assignors in relation to the Guardian Barrier;
- (e) any other Intellectual Property Rights, owned by either of the Assignors, that subsist in or derive from the Guardian Barrier; and
- (f) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to recover any damages due to either of the Assignors) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

3. VAT

3.1 All payments made by the Assignee 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 the Assignors, the Assignee 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 the Assignors shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

3.2 If the VAT invoice is delivered after the relevant payment has been made, the Assignee shall pay the VAT due within five Business Days of the Assignors delivering a valid VAT invoice.

3.3 If the Assignee fails to comply with its obligations under this clause 3, it shall additionally pay all interest and penalties, which thereby arise to the Assignors.

4. FURTHER ASSURANCE

The Assignors shall and shall use all reasonable endeavours to procure that any necessary third party shall, at the cost of the Assignee, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

5. WAIVER AND LIABILITY

5.1 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

5.2 The Assignors exclude all liability to the Assignee, to the fullest extent permissible by law, that may arise in relation to the Assigned Rights after the date of this agreement, whether arising from negligence or otherwise.

6. ENTIRE AGREEMENT

6.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

6.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

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 provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

8.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

9. COUNTERPARTS

9.1 This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

9.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

9.3 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by:

(a) fax; or

(b) e-mail (in PDF, JPEG or other agreed format).

shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

10. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

11. NOTICES

11.1 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 or communication to the addresses set out in the "Parties" section on page 1 of this assignment.

11.2 Any notice or other communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or

(b) if sent by fax, at 9.00 am on the next Business Day after transmission; or

(c) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

11.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

11.4 The provisions of this clause 11 shall not apply to the service of any proceedings or other documents in any legal action.

12. GOVERNING LAW

This agreement 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.

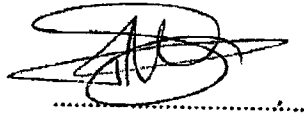
13. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement 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 this agreement.


EXECUTION

Executed as a deed by Teresa Mavis Stevens



.....

Witnessed by:



(Banner)


EMMA BANNER

Executed as a deed by David Stevens



.....

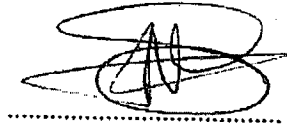
Witnessed by:



(Banner)

EMMA BANNER


Executed as a deed by Teresa Mavis Stevens for and on behalf of
Guardian Barriers IP Limited



.....

Director

Witnessed by:



(Banner)

EMMA BANNER

SCHEDULE 1: PATENTS

Country or territory	Application number	Date of filing	Description
International	PCT/GB2012/052856	16 November 2012	Security bulwark to prevent unauthorised boarding of ships
United Kingdom	GB 2496757 A	17 November 2011	A security bulwark for deterring unauthorised boarding of ships

SCHEDULE 2: REGISTERED DESIGNS

Country or territory	Application or registration number	Date of filing or registration	Description
European Community	001303531-0001	16 November 2011	Accessories for ships
European Community	002197012-0001	6 March 2013	Guardian II

SCHEDULE 3: UNREGISTERED TRADE MARKS

Country or territory	Mark	Date of first use	Goods or services for which the mark has been used
United Kingdom	Guardian	2012	Security Barriers