

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3042610

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	QHI GROUP LIMITED	09/22/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	QHI GROUP INC	
<b>Street Address:</b>	40 WALL STREET	
<b>Internal Address:</b>	28TH FLOOR	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10005	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13689340
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(978)264-9119	
<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>		
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<b>ATTORNEY DOCKET NUMBER:</b>	QH-002	
<b>NAME OF SUBMITTER:</b>	JOHN C. GORECKI, REG. NO 38471	
<b>SIGNATURE:</b>	/John C. Gorecki/	
<b>DATE SIGNED:</b>	09/29/2014	
<b>Total Attachments: 6</b>		
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PATENT



DATED

22 September 2014

**ASSIGNMENT OF PATENTS**

between

**QHI GROUP LIMITED**

and

**QHI GROUP INC**

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THIS AGREEMENT is dated 22 September 2014

#### **PARTIES**

- (1) QHI GROUP LIMITED incorporated and registered in England and Wales with company number 02171982 who has an office at Talisman House, Allied Business Centre, Coldharbour Lane, Harpenden, Hertfordshire, AL5 4UT, UK (**Assignor**).
- (2) QHI GROUP INC incorporated and registered in New York in the USA with company EIN number 27-068820 who has an office at 40 Wall Street, 28th Floor, New York, NY 10005, USA (**Assignee**).

#### **BACKGROUND**

- (A) The Assignor is the applicant of the patent applications set out in Schedule 1 (together the **Patents**).
- (B) The Assignor owns all the rights in the Patents and has agreed to assign such rights to the Assignee including the rights to apply for and obtain such patent applications and patents as are available in all countries of the world, together with the priority thereof.

#### **AGREED TERMS**

##### **1. ASSIGNMENT**

- 1.1 In consideration of the sum of £1 exclusive of value added tax (receipt of which the Assignor hereby acknowledges), the Assignor assigns to the Assignee with full title guarantee the following rights:
  - (a) the Patents;
  - (b) the rights in the Patents to apply for and obtain such patent applications and patents as are available in all countries of the world, together with the priority thereof, including any extensions or renewals of such rights;
  - (c) the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause 1.1 together with all accrued rights of action in relation to any past or existing infringement of such rights.

- 1.2 The Assignee shall be responsible for payment of value added tax (VAT) on the assignment, subject to production of a valid VAT invoice by the Assignor.

##### **2. PROCEEDINGS**

The Assignor agrees and undertakes to provide to the Assignee (at its request) all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this agreement.

3. **WARRANTIES**

The Assignor warrants that, at the date of this agreement:

- (a) the Assignor is the sole owner of the Patents;
- (b) the Patents have been maintained and are in force, and all renewal fees have been paid where applicable;
- (c) it has not licensed or assigned any rights in the Patents to any third party in any part of the world.

4. **FURTHER ASSURANCE**

The Assignor shall [at the cost and expense of the Assignee] do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time reasonably require in order to give the Assignee the full benefit of this agreement, whether in connection with any registration of title or other similar right or otherwise.

5. **INDEMNITY**

The Assignor shall indemnify the Assignee against all and any loss, damages or costs sustained by the Assignee arising out of any breach by the Assignor of any of its warranties under this assignment. At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.

6. **GOVERNING LAW AND JURISDICTION**

- 6.1 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
- 6.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

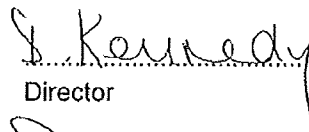
This agreement has been entered into on the date stated at the beginning of it.

**Schedule 1 Patents**

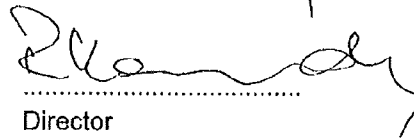
**Part 1. Patent applications**

<b>Description</b>	<b>Filing Date</b>	<b>Jurisdiction</b>	<b>Application number</b>
Dynamic Thermal Mapping	29 November 2012	USA	13/689,340

Signed by Denise Kennedy  
for and on behalf of QHI GROUP  
LIMITED

  
.....  
Director

Signed by Ross Kennedy  
for and on behalf of QHI GROUP  
INC

  
.....  
Director