

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3048314

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FORAC LIMITED	07/15/2014
RECEIVING PARTY DATA	
Name:	CHARGEPOINT AUTOMATION LIMITED
Street Address:	80 VENTURE POINT WEST
Internal Address:	EVANS ROAD, SPEKE
City:	LIVERPOOL
State/Country:	UNITED KINGDOM
Postal Code:	L24 9PB
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7934694
CORRESPONDENCE DATA	
Fax Number:	(202)429-4564
<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:	2024294560
Email:	mail@levygrandinetti.com
Correspondent Name:	PAUL GRANDINETTI
Address Line 1:	P.O. BOX 18385
Address Line 2:	LEVY & GRANDINETTI
Address Line 4:	WASHINGTON, D.C. 20036-8385
ATTORNEY DOCKET NUMBER:	BWR051US (WP THOMPSON)
NAME OF SUBMITTER:	PAUL GRANDINETTI
SIGNATURE:	/ Paul Grandinetti /
DATE SIGNED:	10/01/2014
Total Attachments: 27	
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Dated 15TH July 2014

Chargepoint Automation Limited

and

Forac Limited

and

Adam Guy Bunyard

and

Alan Donald Bunyard

and

Derick Anthony Shaw

Agreement

for the sale and purchase of

the business and assets of

Forac Limited

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This Agreement is made on the **15th** day of July 2014

Between

- (1) **Forac Limited** (registered number 01769700) whose registered office is at Unit 9, Riverbank Business Centre, Old Shoreham Road, Shoreham by sea, West Sussex, BN43 5FL (the "**Seller**");
- (2) **Chargepoint Automation Limited** (registered number 09030894) whose registered office is at 80 Ventura Point West, Evans Road, Speke, Liverpool, L24 9PB (the "**Buyer**");
- (3) **Adam Guy Bunyard** of Broadoak Hall, Whitesmith, Lewes, East Sussex, BN8 6JA ("**AGB**");
- (4) **Alan Donald Bunyard** of 46 Sunnysdale Avenue, Patcham, Brighton, East Sussex, BN1 8NR ("**ADB**"); and
- (5) **Derick Anthony Shaw** of 66 Sunninghill Avenue, Hove, East Sussex, BN3 8JA ("**DAS**").

1. **Definitions and Interpretation**

1.1. In this Agreement unless the context otherwise requires, the following definitions shall apply:

"AGB Service Agreement"	the agreed form service agreement between AGB and the Buyer (or its holding company) entered into on or before the date hereof;
"Assets"	the undertaking, rights and assets which are utilised in connection with the Business agreed to be sold and purchased under this Agreement details of which are set out in clause 2 and which for the avoidance of doubt, shall not include the Excluded Assets;
"Books and Records"	all such books and records, lists of customers and suppliers of the Business and the records relating to the Employees but excluding value added tax records all bought and sold ledgers, purchase and sales day books, purchase and sales invoices and value added tax records which relate to the Business;
"Business"	the business of manufacturing custom valves, pneumatic actuators and control equipment for the process industry as carried on by the Seller at Completion;
"Business Intellectual Property Rights"	all Intellectual Property owned or used or exploited by the Seller in the Business including those set out in Schedule 4 including the Name;

"Buyer's Group"	the Buyer, any subsidiary and subsidiary undertakings or holding company from time to time of the Buyer;
"Buyer's Solicitors"	Ward Hadaway of The Observatory, Chapel Walks, Manchester M2 1HL;
"CA 2006"	the Companies Act 2006;
"CAA 2001"	the Capital Allowances Act 2001;
"Completion"	completion of the sale and purchase of the Business and Assets in accordance with this Agreement;
"Confidential Business Information"	all or any information relating to the following (details of which are not in the public domain) existing in any format and used in the Business: trade secrets, know how, ideas, business methods and financial information, management systems, new business opportunities or development, prices, business plans, marketing plans, development plans, manpower plans, sale targets, sales statistics, customer lists, technical information and other confidential information relating to the Business;
"Consideration"	the consideration for the purchase of the Business and Assets set out in clause 4;
"Contracts"	the Customer Contracts, the IT Contracts and the IP Licences;
"Creditors"	the amounts owed by the Seller in connection with the Business as at Completion to or in respect of trade creditors and other creditors agreements;
"Customer Contracts"	all those contracts, orders and arrangements (whether written or oral) entered into by the Seller for the supply of goods and/or services by the Seller in connection with the Business which remain to be performed (in whole or in part) by the Seller at Completion together with all offers or quotations made by the Seller prior to Completion which are capable, by only the acceptance of the relevant customer (and no other act), of forming a contract binding on the Seller details of which are set out in Part 2 of Schedule 2 but only those in respect of which the Buyer shall specify by notice to the Seller at any time or times in the period of 21 days of the Date hereof;

"DAS Consultancy Agreement"	the agreed form consultancy agreement between DAS and the Buyer (or its holding company) entered into on the date hereof;
"Debts"	all book and trading debts owing to the Seller in connection with the Business (whether or not due and payable and whether or not invoiced) at Completion;
"Employees"	the employees of the Seller employed in the Business at Completion whose names and other details are set out in Schedule 1;
"Encumbrance"	any mortgage, charge, debenture, assignment by way of security, guarantee, indemnity, pledge, lien, hypothecation, restriction, right to acquire, right of pre-emption, option, conversion right, third party right or interest, right of set-off or counterclaim, equities, trust arrangement or any other type of preferential arrangement whatsoever (such as a retention of title arrangement) having similar effect and any agreement or arrangement to create any of the above;
"Excluded Items"	the assets and rights referred to in clause 3 as being excluded from the sale and purchase in accordance with this Agreement;
"Goodwill"	the goodwill of the Seller in connection with the Business together with the exclusive right to represent itself as carrying on the Business in continuation of and in succession to the Seller and to use all and any trading names used in carrying on the Business;
"Intellectual Property "	all copyright and related rights, moral rights, design rights, registered designs, database rights, patents, rights to inventions, utility models, business names, trade marks, service marks, trade names, rights arising in domain names, rights in get-up, know how, trade secrets and rights in Confidential Business Information and any other intellectual property rights or rights of a similar nature (in each case whether or not registered) and all applications for any of them which may subsist anywhere in the world);
"IP Licences"	any licences, authorisations and permissions in any form whatsoever whether express or implied, pertaining to the use, enjoyment and exploitation of the Business Intellectual Property Rights or Confidential Business Information;

"IT Contracts"	all arrangements and agreements under which any third party (including any source code deposit agent) provides any element of, or services relating to, the IT System, including leasing, hire purchases, licensing, maintenance and services agreements;
"IT Systems"	all computer hardware (including network and telecommunications equipment) and software (including associated preparatory materials, user manuals and other related documentation) owned, used, leased or licensed by or in relation to the Business;
"LP(MP)A 1994"	Law of Property (Miscellaneous Provisions) Act 1994;
"Motor Vehicles"	the vehicles used in the Business by the Seller;
"Name"	Forac
"Non-fixed Assets"	the loose plant, machinery, tools, motor vehicles, moulds, dies, office equipment, furniture and other like articles owned by the Seller at Completion and used in connection with the Business, the principal items of which are listed in Part 1 of Schedule 2;
"Power of Attorney"	a power of attorney entered into by either AGB, ADS or DAS in favour of the Buyer giving authority to execute assignments of any interests any of them have in or to the Business Intellectual Property Rights;
"Property"	the leasehold property occupied by the Seller;
"Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended);
"Stock"	all stocks of consumables, stock in trade, raw materials, spare parts, operating supplies, work in progress, partly finished and finished goods and processed materials to the extent that such items relate to the Business (including any items which although subject to reservation of title, are under the control of the Seller;
"TUPE"	the Transfer of Undertaking (Protection of Employment) Regulations 2006;
"VAT"	in the United Kingdom value added tax and, elsewhere, any equivalent tax;
"VATA"	the Value Added Tax Act 1994;

"Warranties"	the warranties of the Seller contained in clause 6 and references to a "Warranty" means anyone of them; and
"Written Resolution"	the written resolution authorising the Seller to enter into the Agreement.

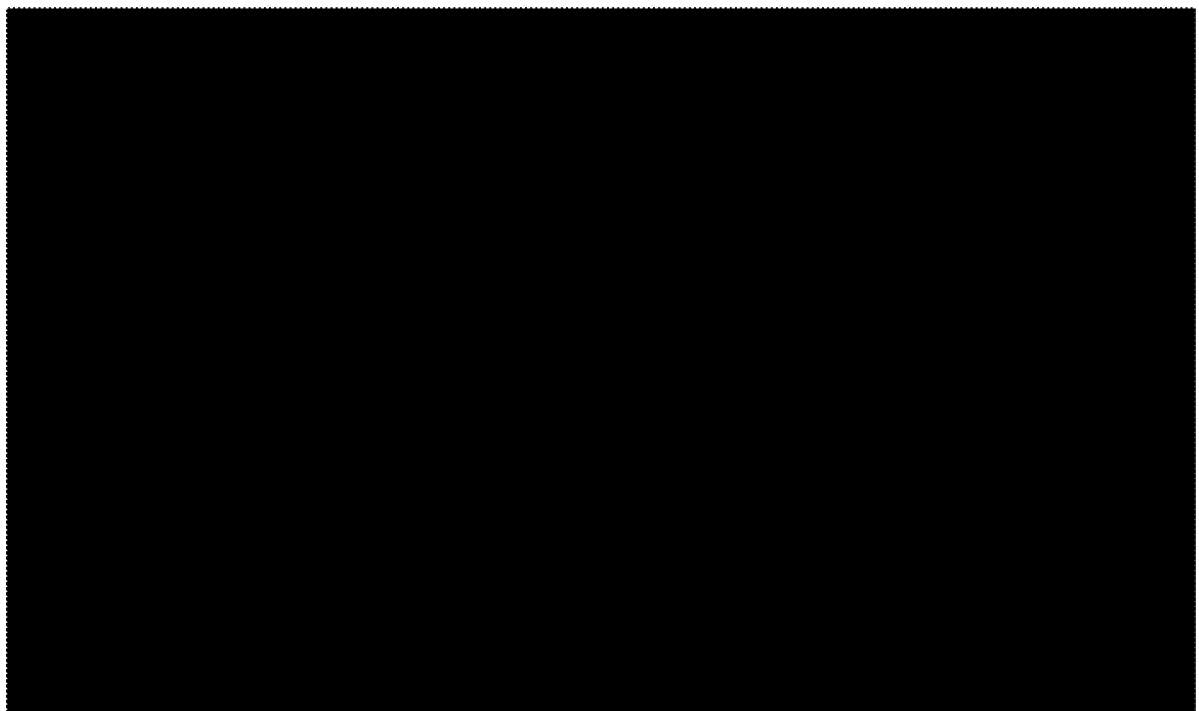
- 1.2. In this Agreement, unless the context otherwise requires any reference to:
- 1.2.1. a word or phrase, the definition of which is contained or referred to in the CA 2006 shall be construed as having the meaning attributed to it by that act (save as set out in sub-clause 1.1);
 - 1.2.2. a statute or statutory provision includes any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise affect the rights of, any party;
 - 1.2.3. documents "in the agreed form" shall be a reference to a document in the form agreed between the parties to this Agreement a copy of which has been initialled by or on behalf of the parties for the purpose of identification;
 - 1.2.4. a word in the singular shall include the plural and vice versa and any reference to one gender shall include all genders. Words importing the whole shall be treated as including a reference to any part of the same;
 - 1.2.5. a clause or schedule is a reference to clauses and Schedules of this Agreement, a reference to a sub-clause, paragraph or part is a reference to a sub-clause of the clause or paragraph or part of the Schedule in which the reference appears and a reference to this Agreement includes the Schedules (each of which shall have effect as if set out in full in the body of this Agreement);
 - 1.2.6. "costs" includes a reference to cost, charges and expenses of every description;
 - 1.2.7. a party or the parties, is to a party or the parties to this Agreement and shall include any successors or permitted assignees;
 - 1.2.8. a "person" shall include any individual, firm, company, corporation, body corporate, association, joint venture or partnership, trust or foundation, unincorporated organisation, employee representative body, government or state or agency or department of such a government or state, executors, administrators or successors in title (whether or not having a separate legal personality and wherever incorporated or established) and includes reference to that persons legal personal representative and successors;

- 1.2.9. this Agreement or to any other document is a reference to this Agreement or to that other document as assigned, notated, varied, supplemented, modified, amended or replaced (in accordance with its terms) from time to time and any provision of this Agreement is to that provision as amended in accordance with the terms of this Agreement;
 - 1.2.10. any reference to an agreement includes any form of arrangements, whether or not in writing and whether or not legally binding;
 - 1.2.11. "in writing" or "written" includes faxes and any non-transitory form of visible reproduction or words and letters attached to electronic mail but excludes electronic mail and text messaging via mobile phone.
- 1.3. The contents page, headings and sub-headings are included for convenience only and shall not affect the construction or interpretation of this Agreement.
 - 1.4. In construing general words where they are either preceded or followed by words indicating a particular class of acts, matters or things, the general words shall not be given a restrictive meaning as a result of such proximity.
2. **Sale of the Business and the Assets**
- 2.1. The Seller agrees to sell and the Buyer agrees to buy, with effect from Completion, the Business as a going concern and the whole of the legal and beneficial interest in the Assets free of any Encumbrance, comprising:-
 - 2.1.1. the Fixed Plant;
 - 2.1.2. the Goodwill;
 - 2.1.3. the Business Intellectual Property Rights;
 - 2.1.4. the Non-fixed Assets;
 - 2.1.5. the Stock;
 - 2.1.6. the Books and Records;
 - 2.1.7. the Confidential Business Information;
 - 2.1.8. the benefit of the Customer Contracts (subject to the burden);
 - 2.1.9. the IT System;
 - 2.1.10. the benefit of any sum to which the Seller is entitled either from insurers or other third parties in respect of loss or damage to any of the Assets;
 - 2.1.11. without prejudice to the generality of the foregoing all other property, assets and rights of the Seller used in connection with the Business other than the Excluded Assets.
 - 2.2. The Seller covenants to the Buyer that it has the right to sell and transfer the whole of the legal and beneficial interest in and title to the Business and Assets and as at Completion the Business and Assets will be free from all encumbrances.
 - 2.3. Part 1 of LP(MP)A 1994 shall not apply for the purposes of this Agreement.

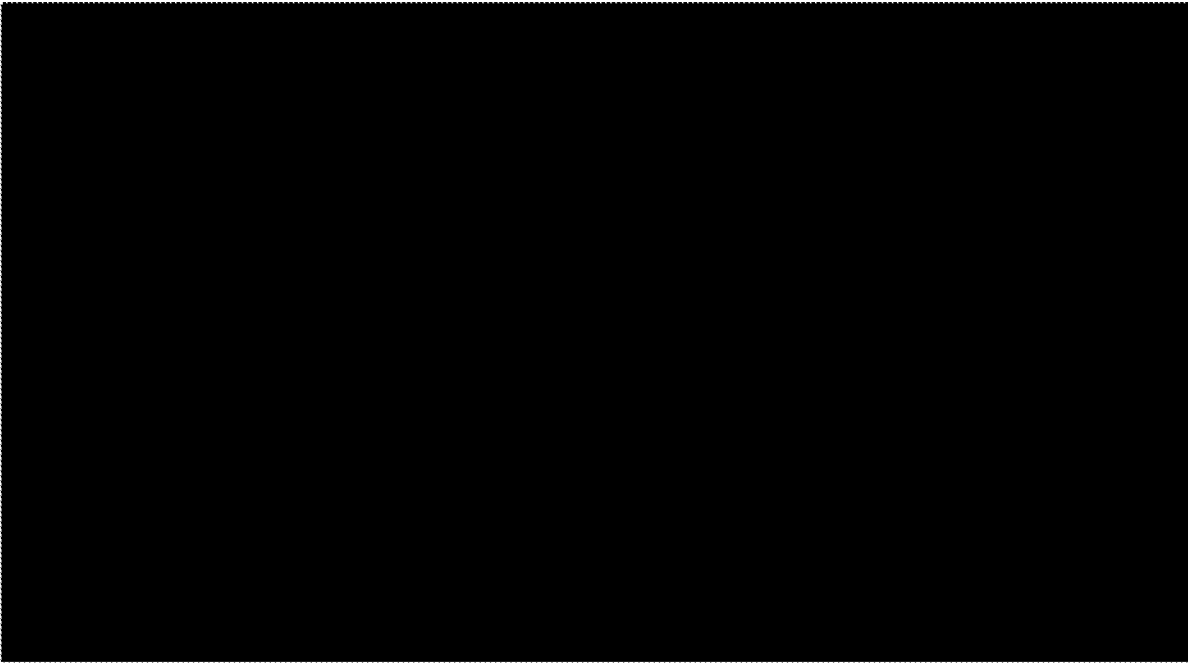
3. Excluded Items



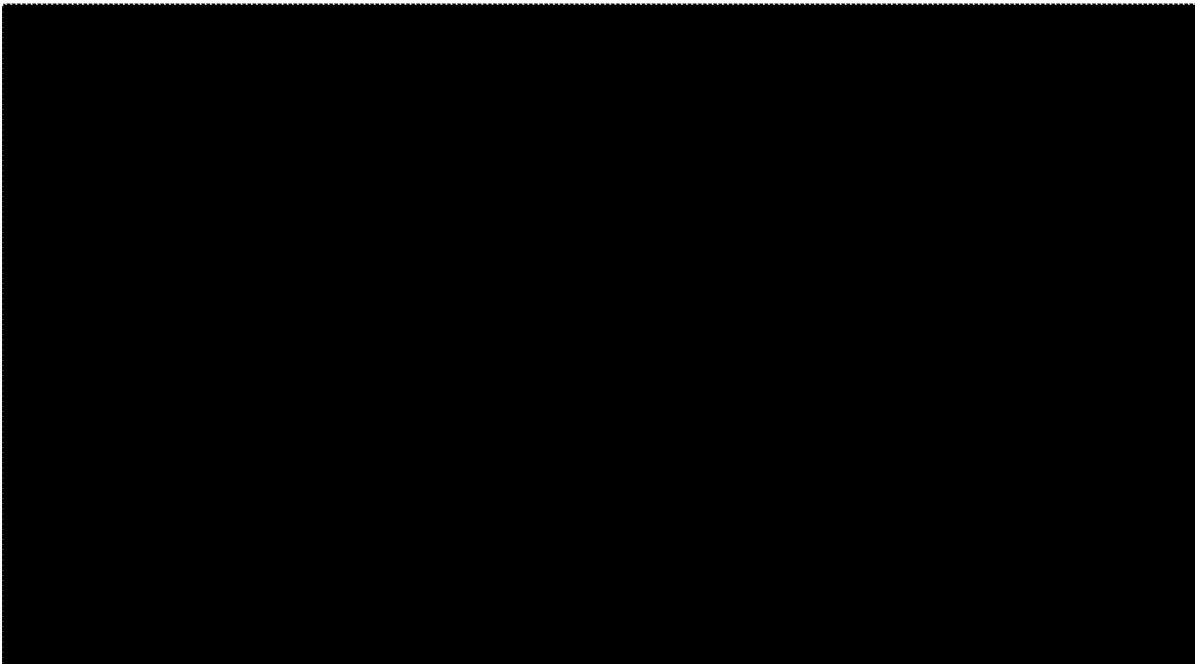
4. Consideration



5. Completion



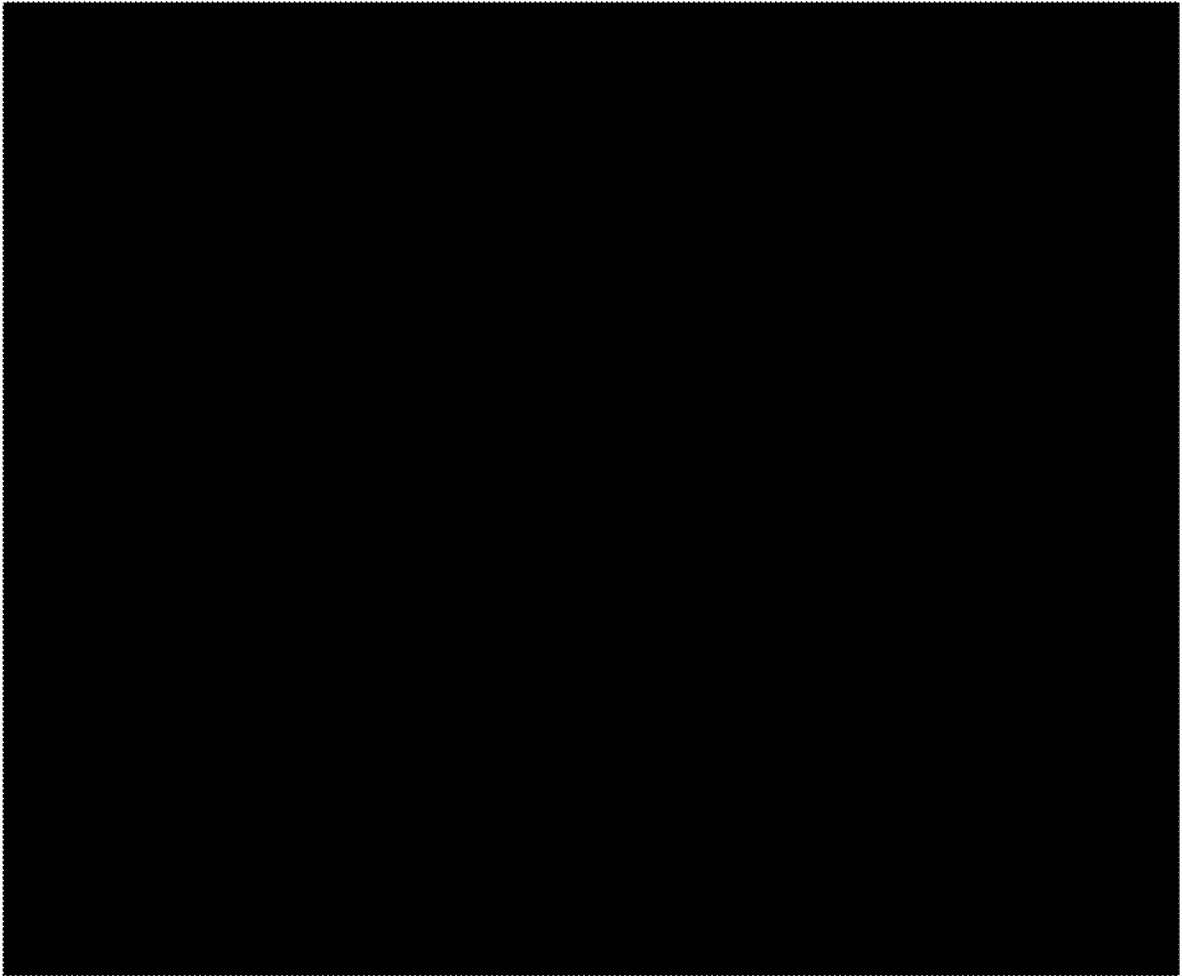
6. Warranties



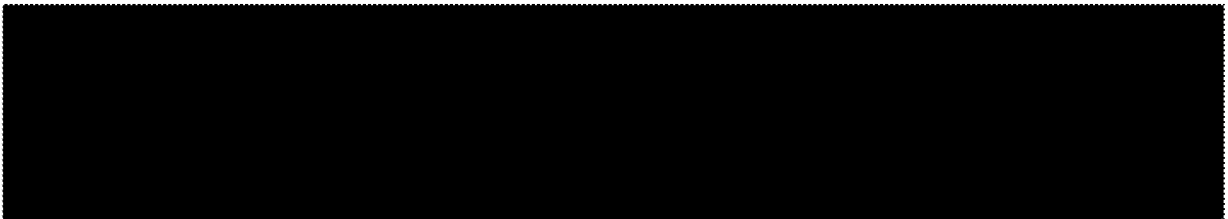
7. Risk and Title



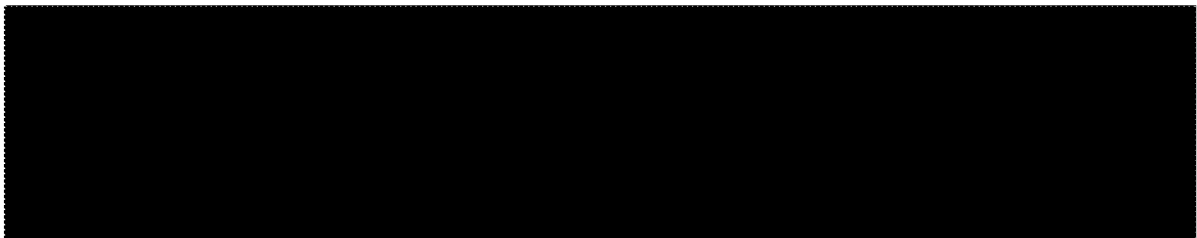
8. Position after Completion

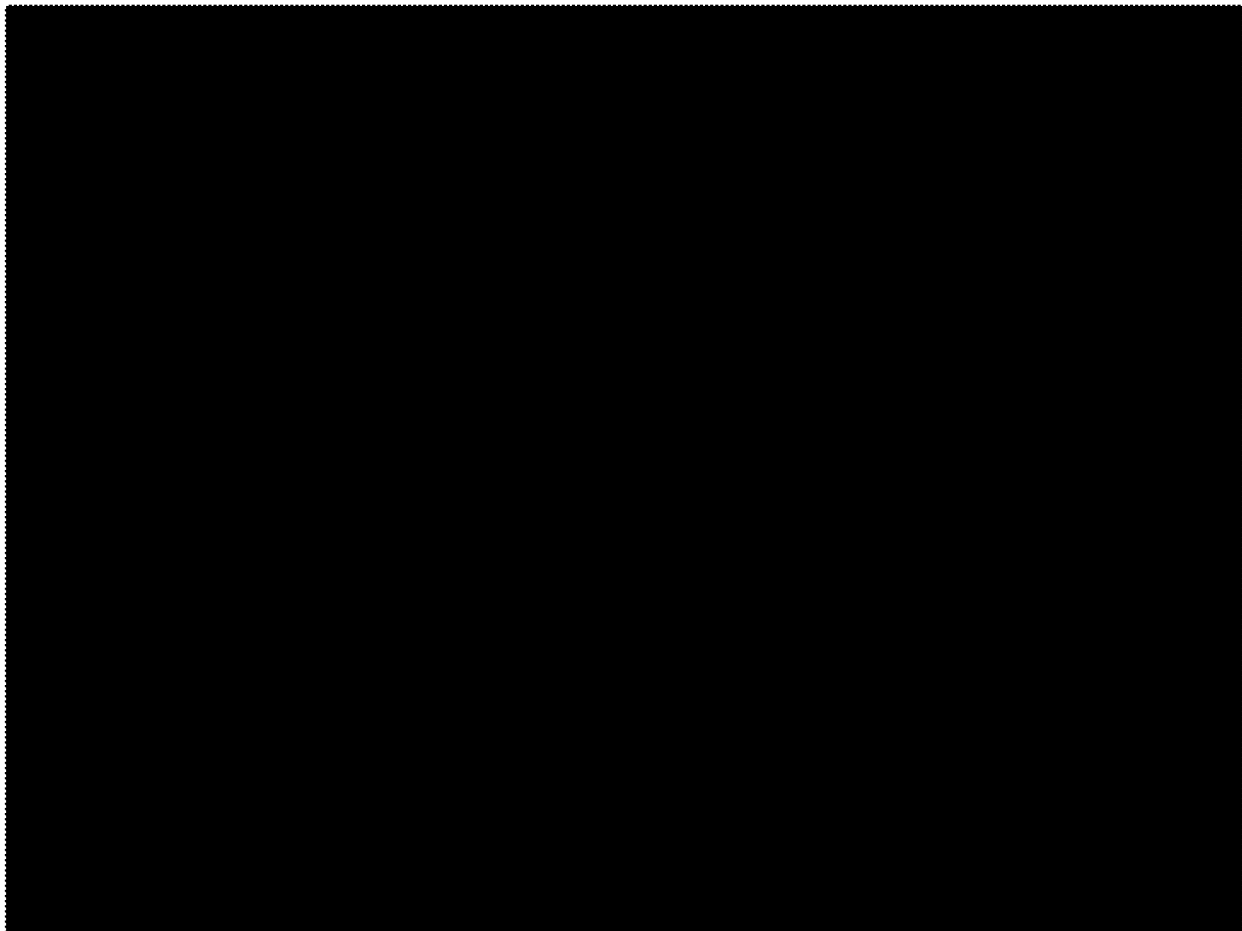


9. Debtors and Creditors

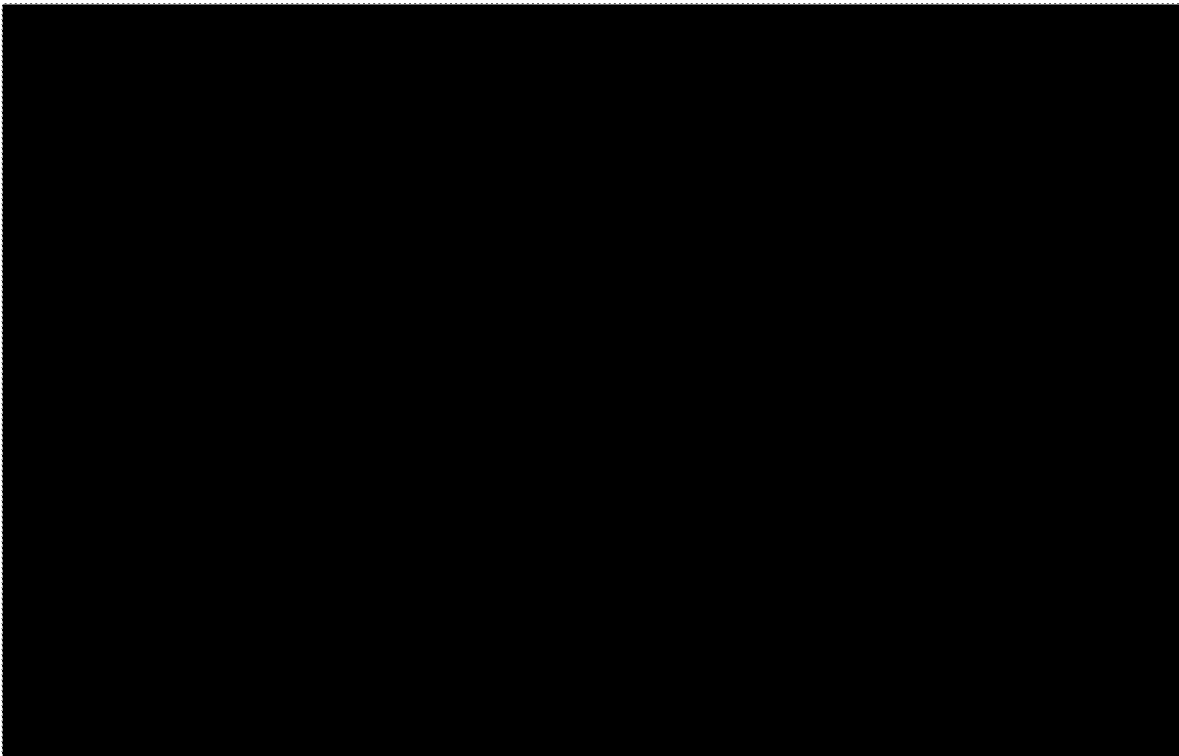


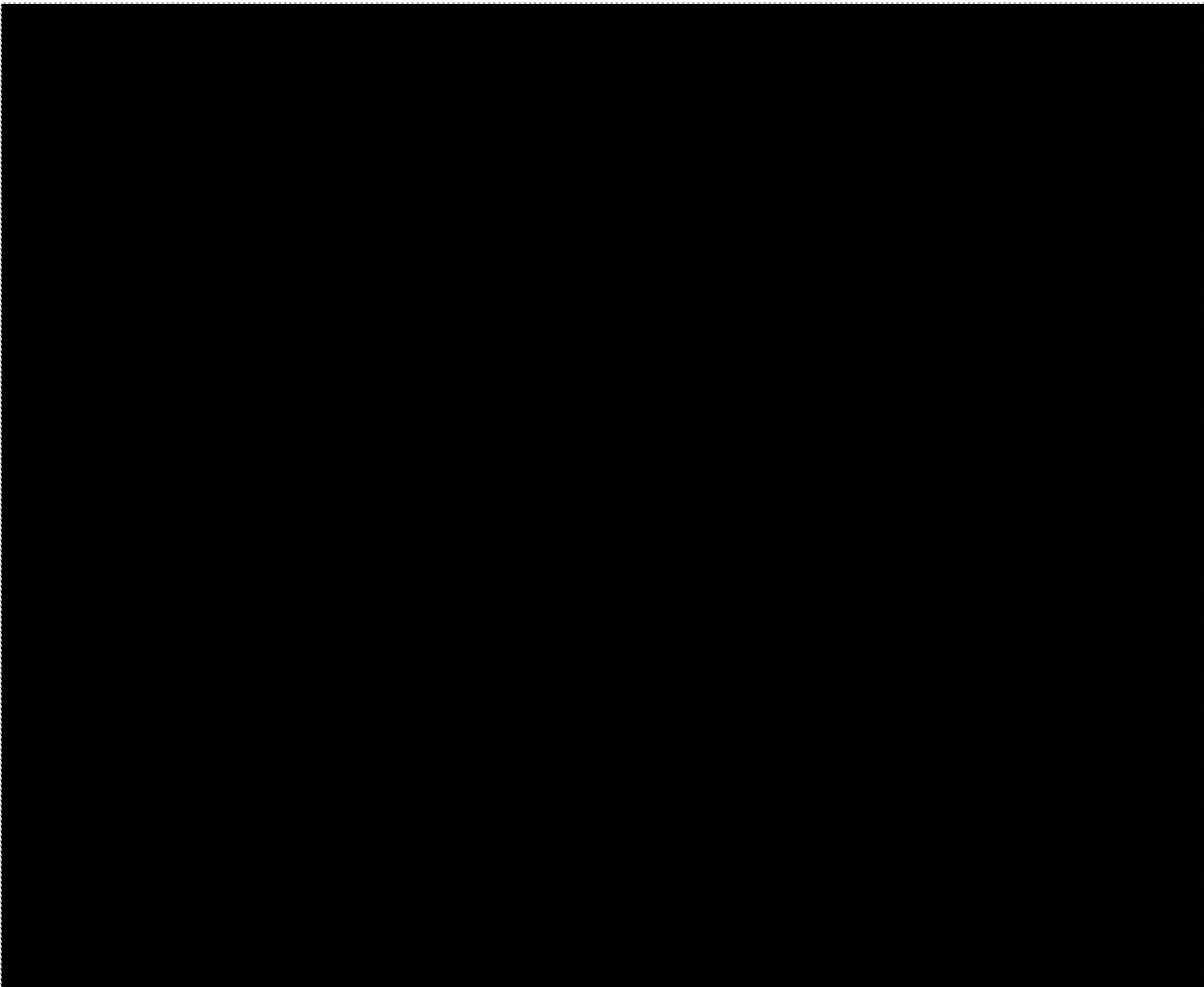
10. Apportionments and prepayments



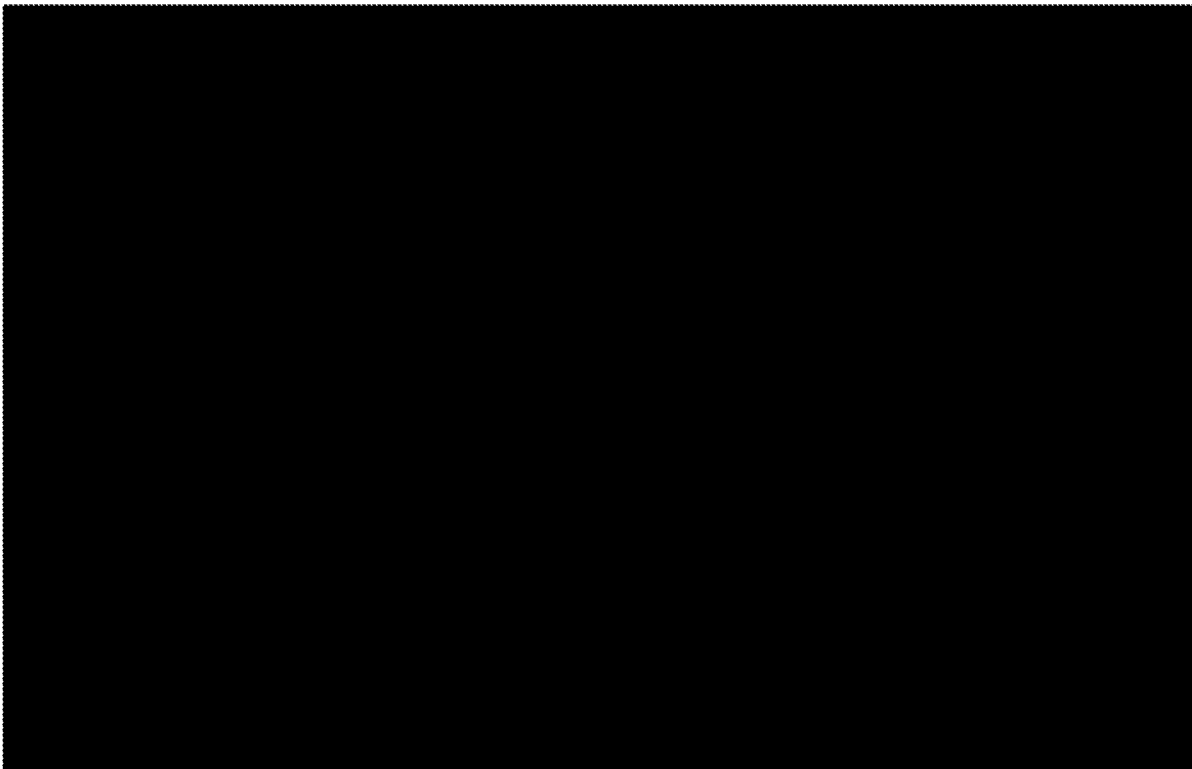


11. Contracts

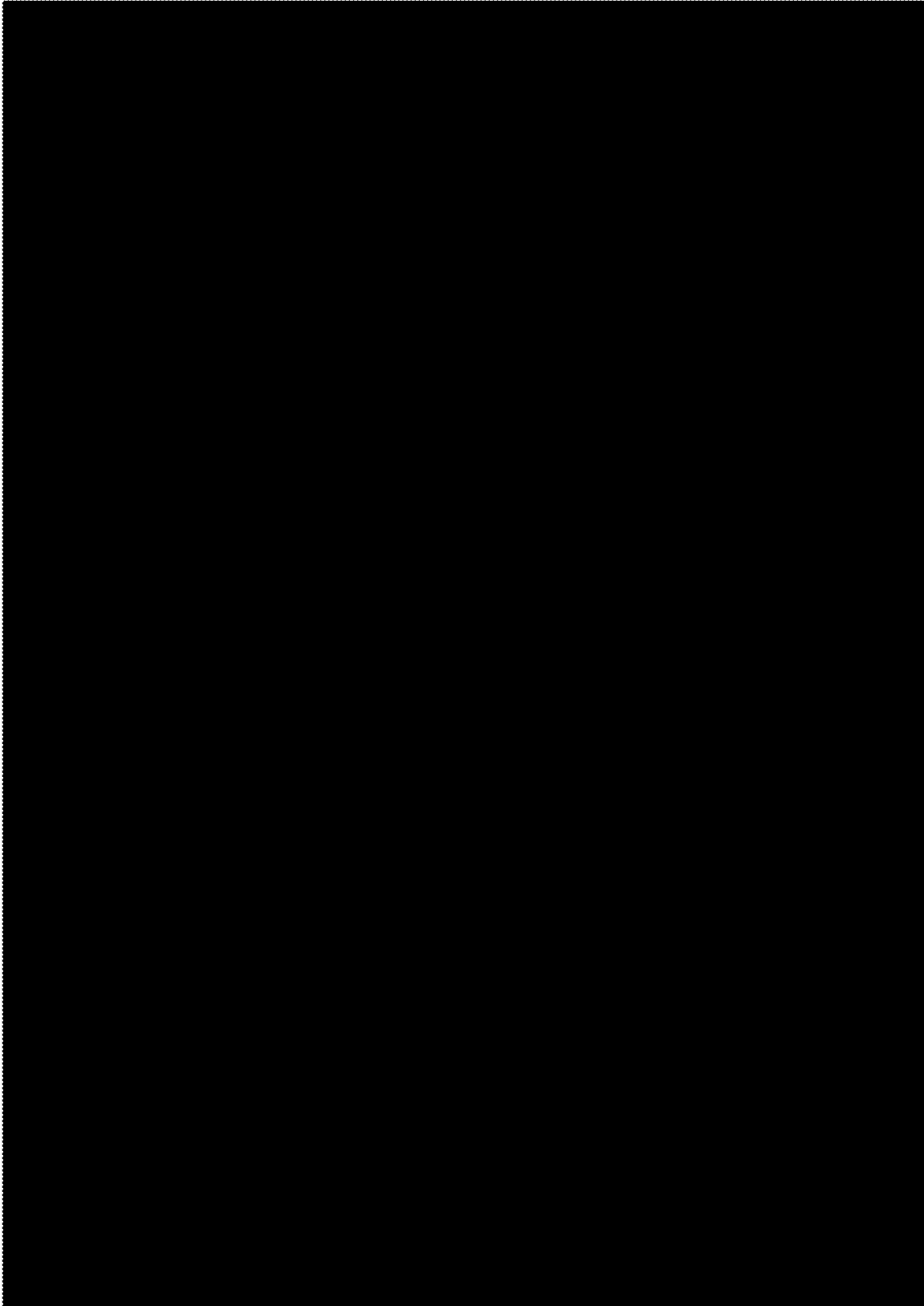


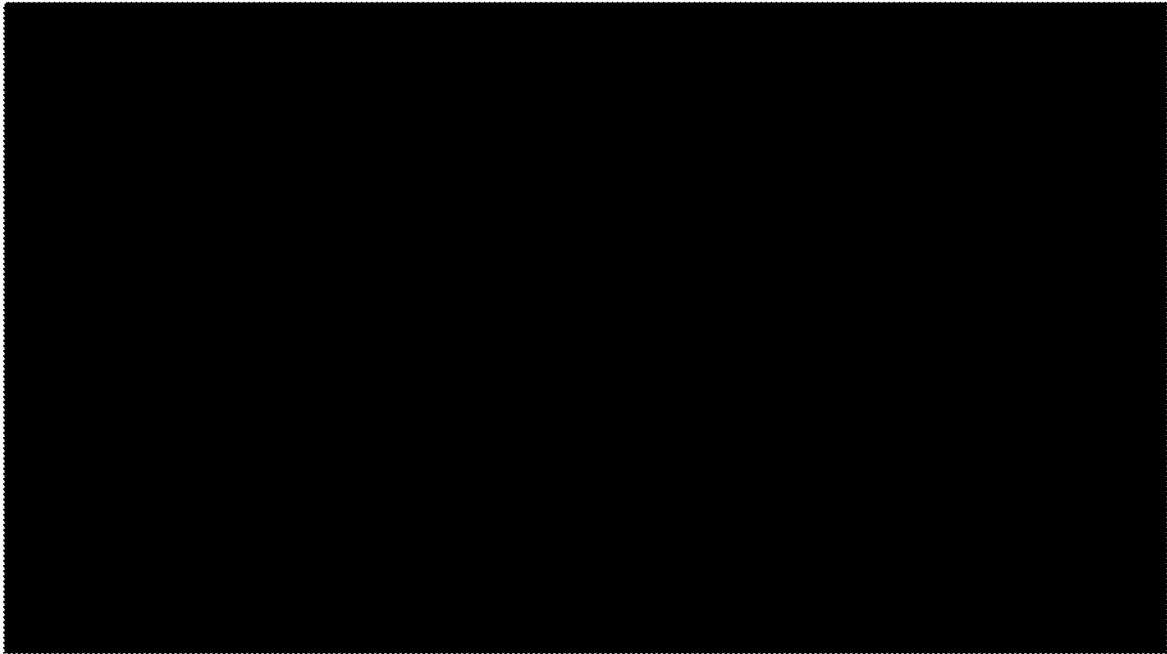


12. Confidentiality



13. Employees

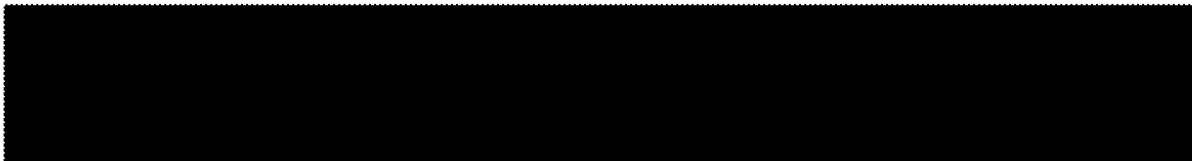




14. Value Added Tax



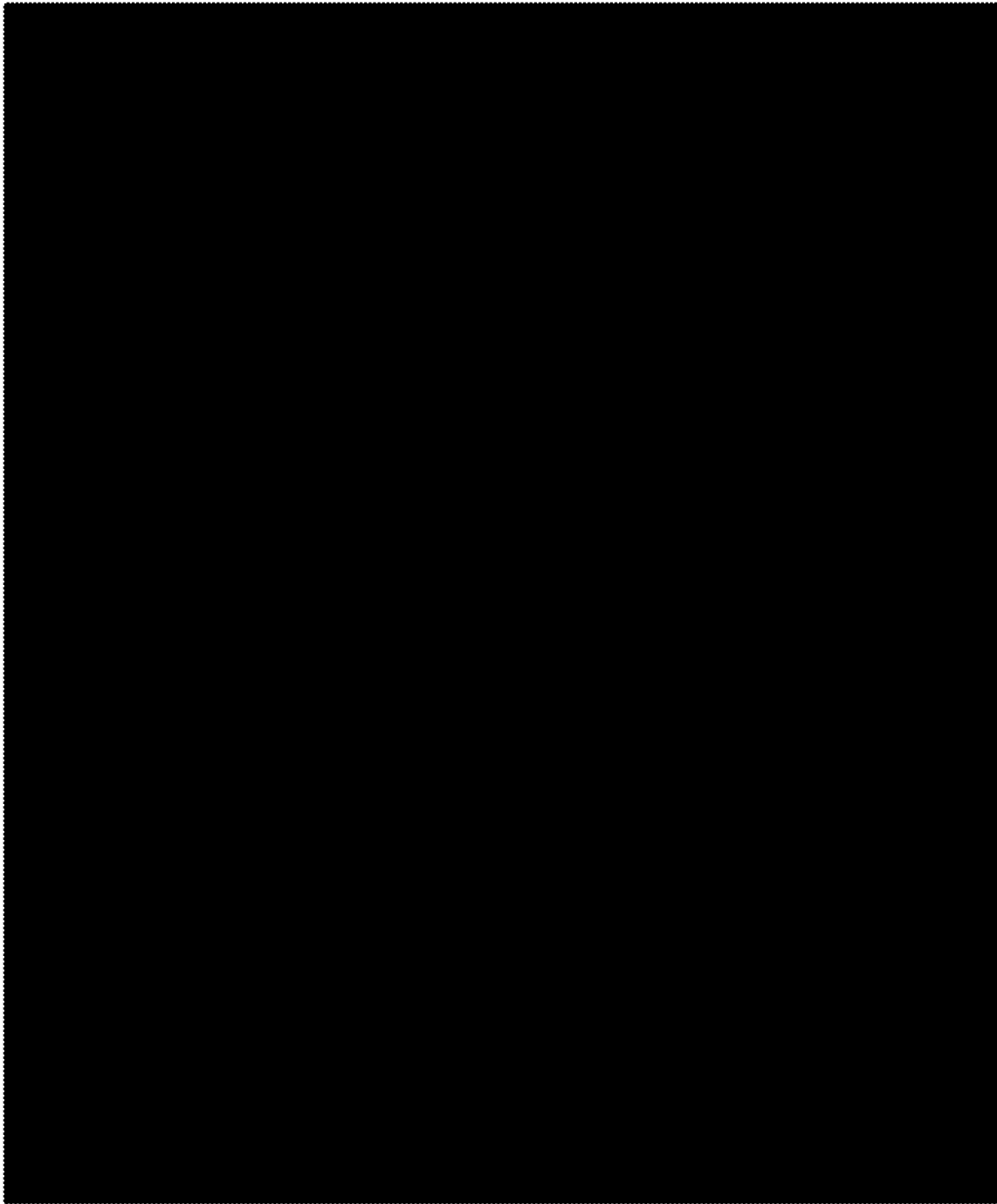
15. Access To Information

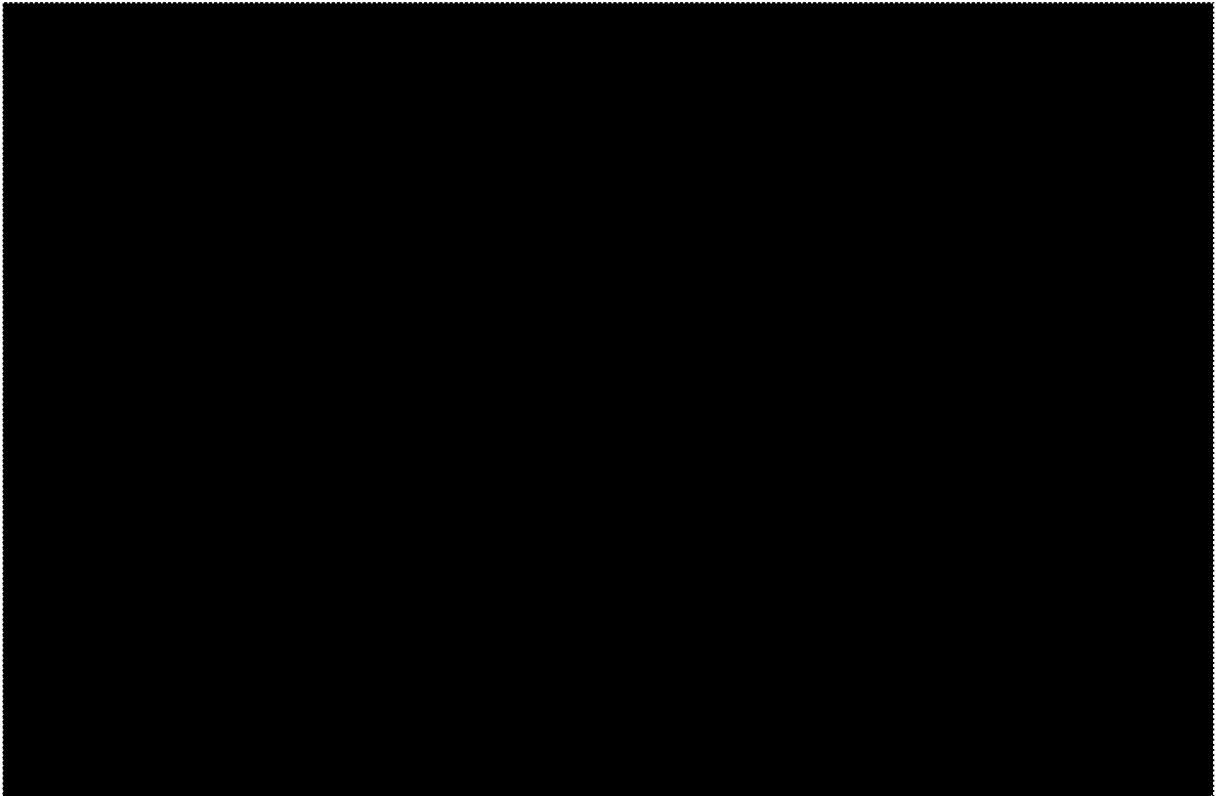


16. Announcements

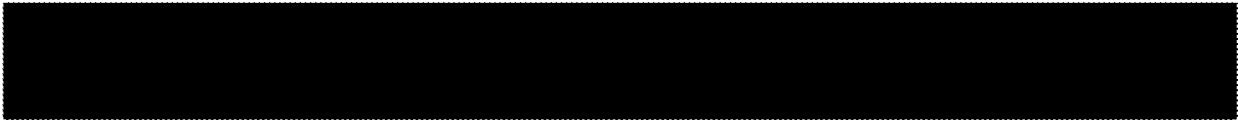


17. Notices

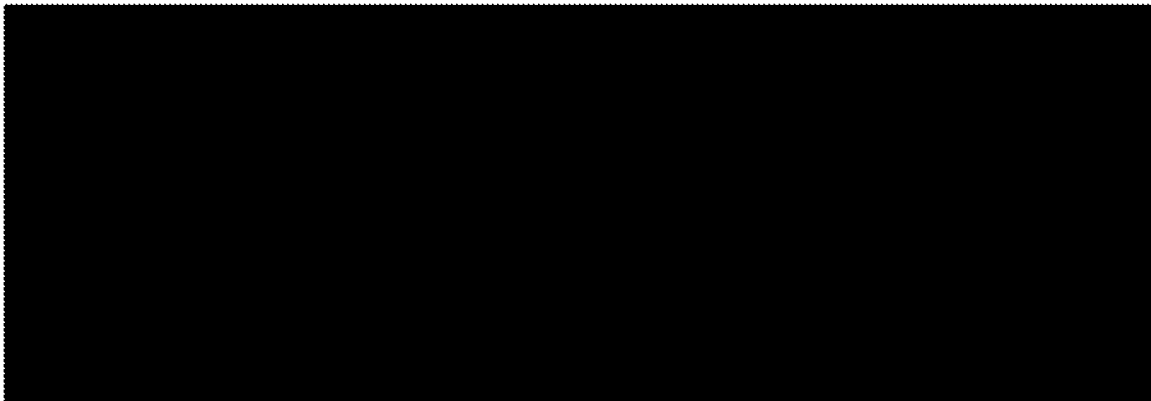




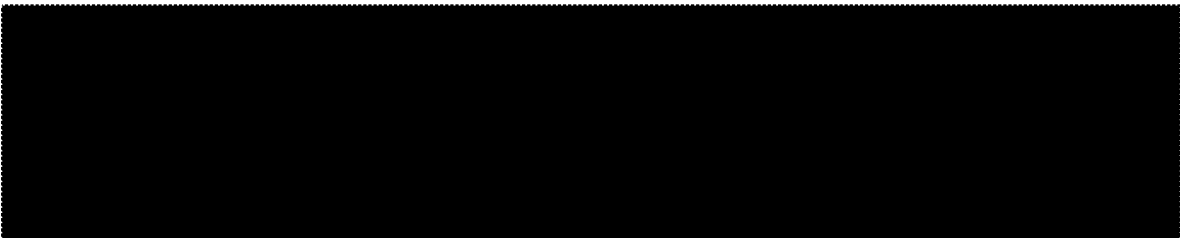
18. Variation



19. Entire Agreement

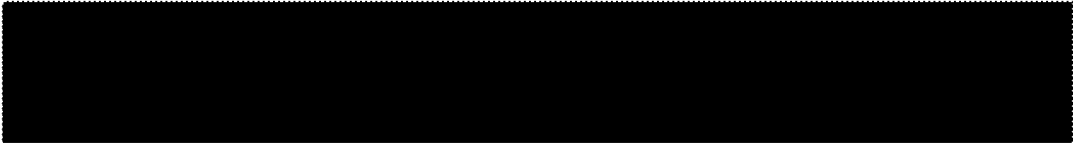


20. Further Assurance





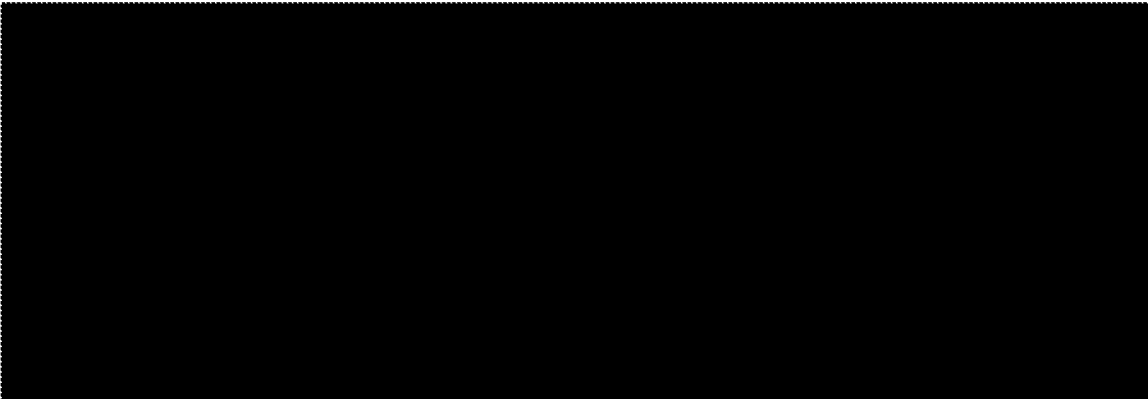
21. Severance



22. Effect Of Completion



23. Waiver and Liability



24. Costs



25. Assignment



26. Contracts (Rights of Third Parties) Act 1999

27. Severance

If any term or provision of this Agreement shall be held to be illegal or unenforceable, in whole or in part, the validity and enforceability of the remainder of the Agreement shall not be affected.

28. Counterparts

This Agreement may be executed in any number of counterparts and by each of the parties on separate counterparts each of which when executed and delivered shall be deemed to be an original, but all the counterparts together shall constitute one and the same agreement.

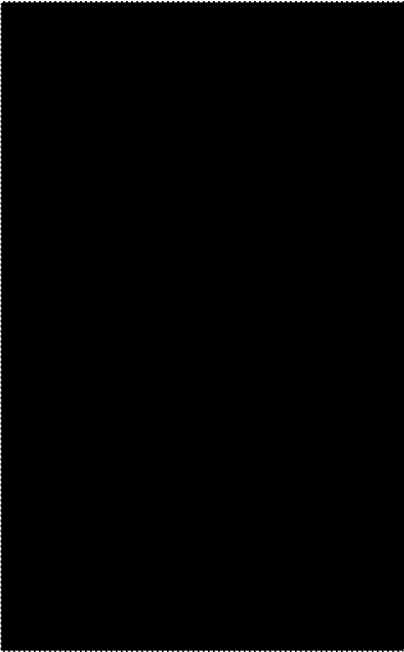
29. Governing Law, Jurisdiction and Service of Process

29.1. English law governs this Agreement and the parties submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising (including non-contractual disputes or claims) under this Agreement.

29.2. The parties hereby agree that any legal proceedings may be served on them by delivering a copy of such proceedings to them at their respective addresses set out in this Agreement.

In Witness of which the parties have executed this Agreement as a deed (but not delivered until the date hereof) on the date first before written.

Schedule 1 – The Employees



Schedule 2

Part 1: Non-Fixed Assets

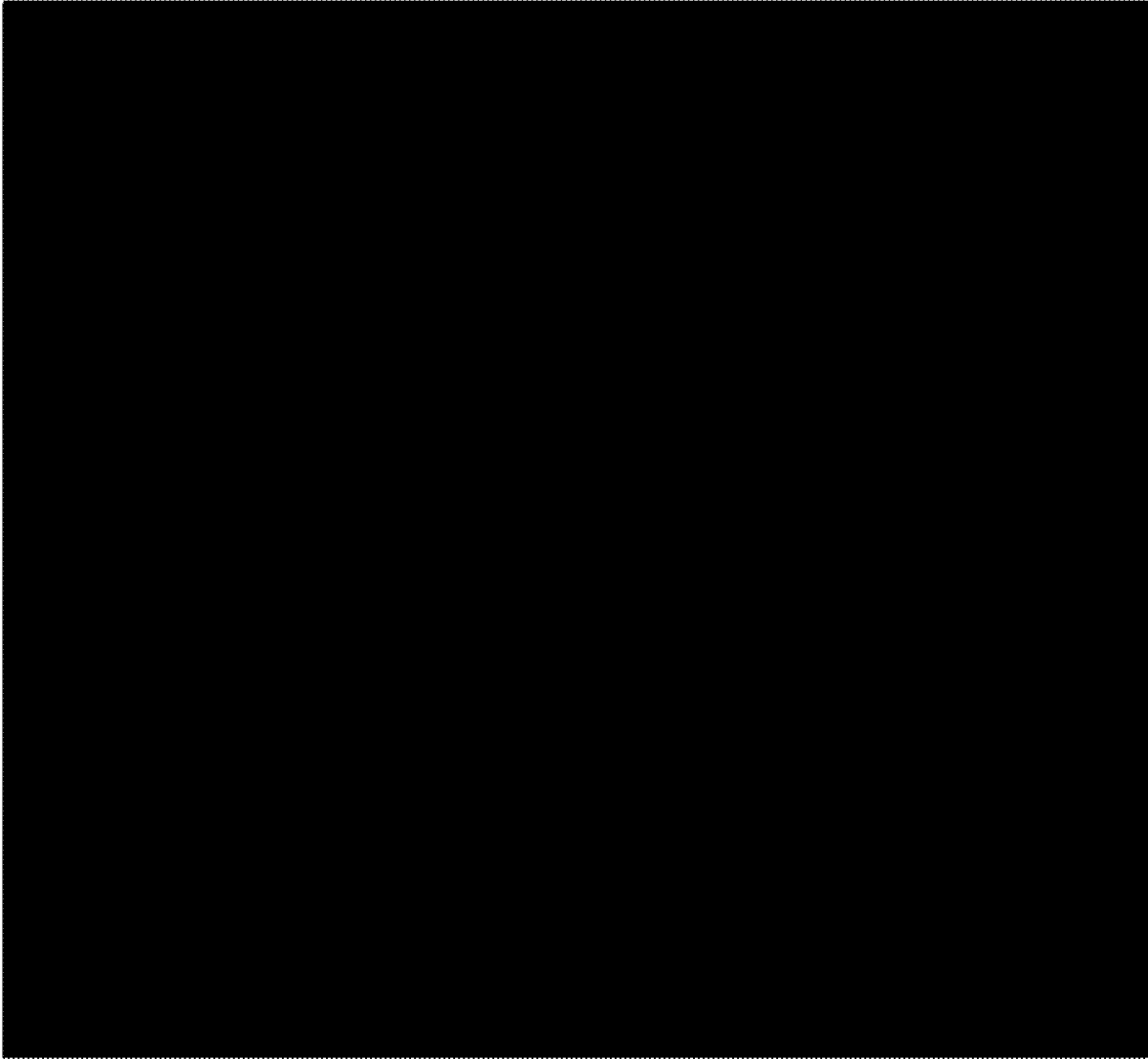
See Annexure A

Part 2: Customer Contracts

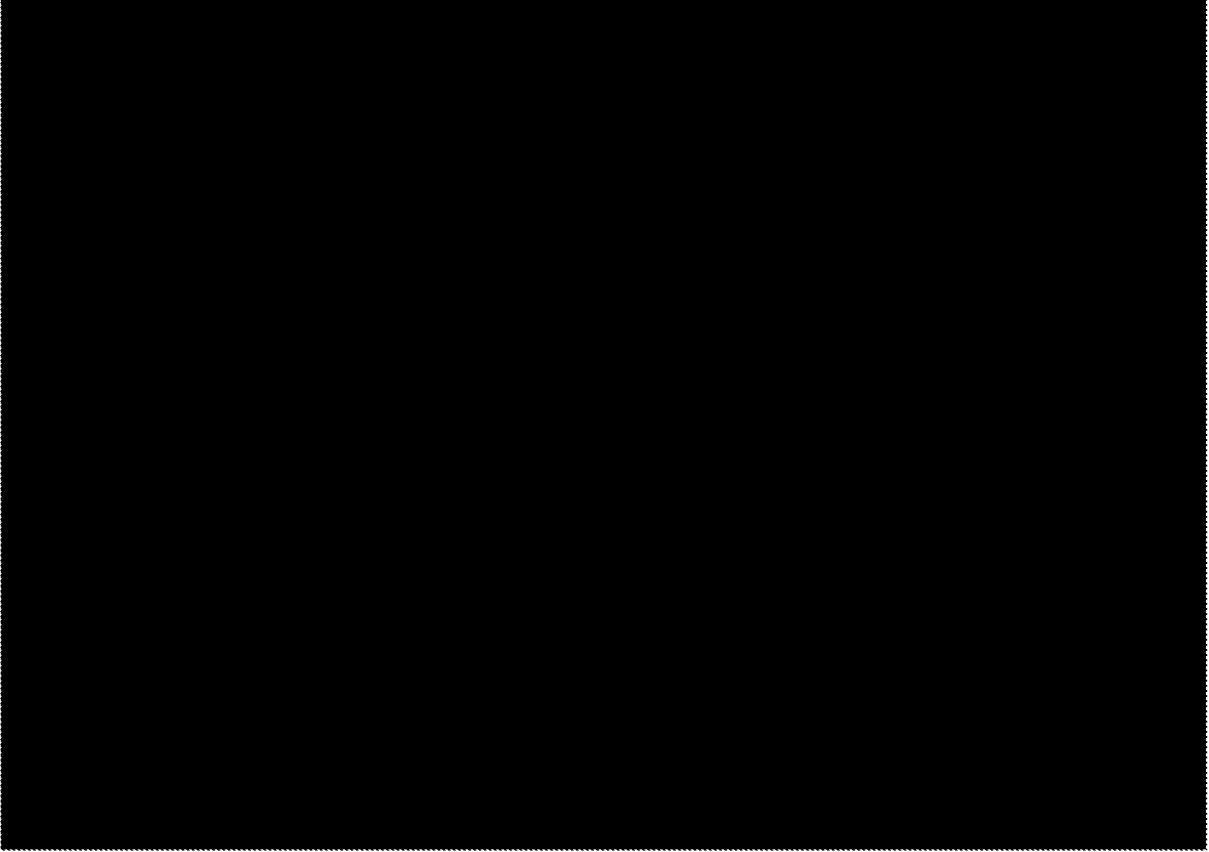
See Annexure B

Schedule 3 – Completion Delivery Requirements

Part 1: The Seller



Part 2: The Buyer



Schedule 4 – Intellectual Property


Part 1A: Details of Registered Intellectual Property

Country	Type	Application No: Filing Date	Grant No: Grant Date	Renewal Date Expiry Date	Details
United Kingdom	Patent	03793905.5 03 Sep 2003	1546825 11 Jul 2007	03 Sep 2014 03 Sep 2023	
China	Patent	200710102109.6 26 Apr 2007			
Germany	Patent	102007010523.3 05 Mar 2007		05 Mar 2014	Actuator with spring return piston
Hong Kong	Patent	07114240.1 26 Apr 2007		28 Apr 2014	Actuator with spring return piston
India	Patent	433/KOL/2007 23 Mar 2007			Actuator with spring return piston
United Kingdom	Patent	1020061.6 26 Nov 2010		26 Nov 2030	A Piston actuator having a one- piece body
United Kingdom	Patent	0608256.4 26 Apr 2008	2437531 26 Feb 2006	26 Apr 2014 26 Apr 2026	
United States	Patent	11/710618 26 Feb 2007	7934694 03 May 2011	03 Nov 2014 26 Feb 2027	Actuator with spring return piston

Part 1B: IP Licences

See Annexure C

Executed as a deed
(but not delivered until the date hereof) by
Forac Limited
acting by:

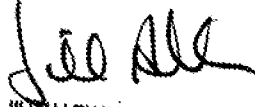

.....
Director

In the presence of:

Witness Signature:

Name of Witness:

Address:



JILL ALLEN FOILE

DEIBEL & ALLEN

Solicitors

KEASLEY HOUSE

10 FRANKLIN ROAD


PORTSLADE

EAST SUSSEX

BN11 1AN

Tel: (01273) 430999

Executed as a deed
(but not delivered until the date hereof) by
Chargepoint Automation Limited
acting by:

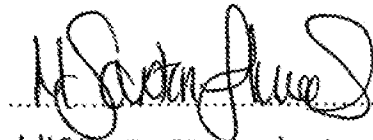

.....
Director

In the presence of:

Witness Signature:

Name of Witness:

Address:



MICHELE SAXTON-HOWES

14 CHARTWELL GARDENS

Appleton

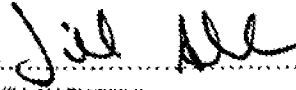
W14 5HZ

Signed as a deed
(but not delivered until the date hereof) by
Adam Guy Bunyard


.....

In the presence of:

Witness Signature:



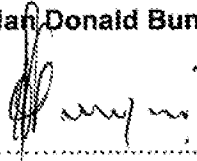
Name of Witness:

JILL ALLEN FCILEX
DEIBEL & ALLEN
Solicitors

Address:

KEASLEY HOUSE
10 FRANKLIN ROAD
PORTSLADE
EAST SUSSEX
BN41 1AN
Tel: (01273) 430899

Signed as a deed
(but not delivered until the date hereof) by
Alan Donald Bunyard


.....

In the presence of:

Witness Signature:



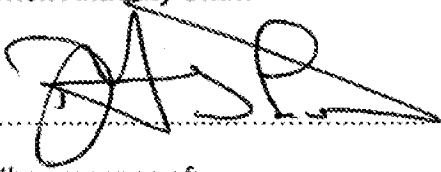
Name of Witness:

JILL ALLEN FCILEX
DEIBEL & ALLEN
Solicitors

Address:

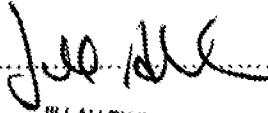
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EAST SUSSEX
BN41 1AN
Tel: (01273) 430899

Signed as a deed
(but not delivered until the date hereof) by
Derick Anthony Shaw



In the presence of:

Witness Signature:



Name of Witness:

JILL ALLEN FCILEX
DEIBEL & ALLEN

Address:

Solicitors
KEASLEY HOUSE
10 FRANKLIN ROAD
PORTSLADE
EAST SUSSEX
BN41 1AN
Tel: (01273) 430999