

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3072305

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SELLERS ENGINEERS LIMITED	06/13/2014
RECEIVING PARTY DATA		
Name:	GALE FINANCE LIMITED	
Street Address:	C/O CLARION SOLICITORS, ELIZABETH HOUSE	
Internal Address:	13-19 QUEEN STREET, LEEDS	
City:	WEST YORKSHIRE	
State/Country:	UNITED KINGDOM	
Postal Code:	LS1 2TW	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13574687
CORRESPONDENCE DATA		
Fax Number:	(703)836-2787	
<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:	7038366400	
Email:	email@oliff.com	
Correspondent Name:	JAMES A. OLIFF	
Address Line 1:	OLIFF PLC	
Address Line 2:	P.O. BOX 320850	
Address Line 4:	ALEXANDRIA, VIRGINIA 22320-4850	
ATTORNEY DOCKET NUMBER:	154104	
NAME OF SUBMITTER:	CHANDEL LAWRENCE	
SIGNATURE:	/Chandel Lawrence/ for James A. Oliff	
DATE SIGNED:	10/20/2014	
Total Attachments: 13		
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DATED

13 JUNE

2014

(1) SELLERS ENGINEERS LIMITED

AND

(2) GALE FINANCE LIMITED

DEED OF ASSIGNMENT OF PATENTS AND TRADE MARKS

Clarion

Clarion Solicitors Limited

Elizabeth House

13-19 Queen Street

Leeds

LS1 2TW

Ref: SHM/42851.1

PATENT

REEL: 033983 FRAME: 0444

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This **DEED** is dated

13 JUNE

2014

Parties

- (1) **SELLERS ENGINEERS LIMITED** a private company incorporated and registered in England and Wales with company number 5581766 whose registered office is at International House, Chapel Hill, Huddersfield, West Yorkshire HD1 3EE (the "**Assignor**").
- (2) **GALE FINANCE LIMITED** a private company incorporated and registered in England and Wales with company number 9042849 whose registered office is at c/o Clarion Solicitors, Elizabeth House, 13-19 Queen Street, Leeds, West Yorkshire, LS1 2TW, United (the "**Assignee**").

Background

- (A) The Assignor is the proprietor and applicant (as applicable) for the Trade Marks and Patents (as defined below).
- (B) The Assignor has agreed to assign the Trade Marks and Patents to the Assignee on the terms set out in this deed.

Agreed Terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day

a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Patents

the patent and patent application, short particulars of which are set out in Schedule 1, along with all patents granted from the aforementioned application, and all divisions, continuations, continuations-

in-part and re-issues from the
aforementioned patent and patent
application;

Trade Marks

the registered trade marks, short
particulars of which are set out in
Schedule 2; and

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 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.
- 1.4 References to clauses and schedules are to the clauses and schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. Assignment

2.1 In consideration of the sum of £40,000 (forty thousand pound sterling) (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee, absolutely with full title guarantee all its right, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents, and in and to the Trade Marks including:

- 2.1.1 the right to claim priority from and to prosecute and obtain grant of patents;
- 2.1.2 the right to file divisional applications, continuations, continuations-in-part and re-issues based on the Patents and to prosecute and obtain a granted patent on each and any such divisional application, continuation, continuation-in-part and re-issue;
- 2.1.3 in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- 2.1.4 the right to extend to or register in or in respect of any country or territory in the world each and any application comprised in the Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications;
- 2.1.5 the absolute entitlement to any patent granted pursuant to any of the applications comprised in the Patents or filed as aforesaid;
- 2.1.6 all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used and all the goodwill associated with the Trade Marks being assigned; and
- 2.1.7 the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of any Patents and/or any Trade Marks, whether occurring before on or after the date of this assignment.

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 Assignor, 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 Assignor shall have delivered a valid VAT Invoice in respect of such VAT to the Assignee.

4. Warranties

- 4.1 The Assignor warrants that:

- 4.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in the Patents and Trade Marks;
- 4.1.2 it is properly registered as the applicant or registered proprietor (as applicable) of the Trade Marks and Patents;
- 4.1.3 all application, registration, renewal and other fees in respect of each of the Patents and Trade Marks have been paid and no further fees are due within two months after the date of this agreement;
- 4.1.4 it has not assigned, licensed or given any third party permission to use any of the Trade Marks and/or Patents;
- 4.1.5 each of the Patents and Trade Marks are free from any security interest, option, mortgage, charge or lien;
- 4.1.6 it has not acquiesced in the unauthorised use of any Trade Marks;
- 4.1.7 each registered Trade Marks is valid and subsisting and is not subject to, or (so far as the Assignor is aware) likely to be subject to, amendment, challenge to validity, removal or surrender;
- 4.1.8 It is unaware of any infringement or likely infringement of, any of the Trade Marks or any challenge or likely challenge to the validity of, any of the Patents or of anything that might render any of the Patents invalid or subject to a compulsory licence order or prevent any application in the Patents proceeding to grant;

4.1.9 so far as it is aware, exploitation of the Patents and Trade Marks will not infringe the rights of any third party; and

4.1.10 any previous assignments of the Patents and Trade Marks are valid and were registered within the applicable time limits.

5. Indemnity

5.1 The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with:

5.1.1 any breach by the Assignor of the warranties in clause 5 above; or

5.1.2 the enforcement of this agreement.

5.2 At the request of the Assignee and at the Assignor's own expense, the Assignor 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.

5.3 This indemnity shall apply whether or not the Assignee has been negligent or at fault.

5.4 If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.

5.5 Nothing in this clause shall restrict or limit the Assignee's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

6. Further Assurance

The Assignor (at its own expense) shall and shall use reasonable endeavours to procure that any necessary third party shall, at the request of the Assignee, promptly execute and deliver such documents and perform such acts and do such

things as the Assignee may reasonably require for the purpose of giving full effect to this agreement.

6.1 The Assignor shall do the following at the Assignee's cost and direction:

6.1.1 ensure that the copies of all correspondence that it, or its agents receive (including any renewal or other notifications received from any relevant registry) are promptly delivered to the Assignee; and

6.1.2 promptly record the assignment of the Trade Marks and Patents in the relevant registries.

7. Waiver

7.1 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.

8. Entire Agreement

8.1 This agreement constitutes the entire agreement between the parties relating to its subject matter 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.

8.2 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 or negligent misstatement based on any statement in this agreement.

9. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10. Severance

- 10.1 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.

11. Counterparts

- 11.1 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 the one agreement.
- 11.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

12. 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.

13. Notices

- 13.1 A notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post, recorded delivery or special delivery in each case to that party's registered office, or sent by fax to that party's main fax number (or to such other address or fax number as that party may notify to the other party in accordance with this agreement).
- 13.2 Delivery of a notice is deemed to have taken place if delivered by hand, at the time the notice is left at the address, or if sent by fax, at the time of transmission, or if sent by post on the second Business Day after posting, unless such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), in which case deemed receipt will occur when business next starts in the place of receipt (and all references to time are to local time in the place of receipt).

13.3 This clause 13 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. Governing Law and Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts in relation to any dispute or claim arising out of or in connection with this Agreement.

IN WITNESS this document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Patents


Territory	Publication Number	Date filed	Publication Date	Date Granted	Description
UK	GB2477309	29 January 2010	03 August 2011	13 December 2011	Carpet recycling machine
USA	US2012-0291601	28 January 2011	22 November 2012	Pending	Carpet recycling machine

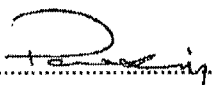
Schedule 2 Trade Marks

Territory	Class	Mark	Number	Registered	Goods
Community Trade Mark	7	FIBREBAK (word mark)	009000076	20 September 2010	Machines and machine tools; recycling machines; carpet recycling machines; parts and fittings for or in relation to any or all of the aforesaid goods in class 7.
USA	7	FIBREBAK (word mark)	3,984,067	June 28 2011	Machines and machine tools for the recycling of carpet; recycling machines for the recycling of carpet; carpet recycling machines in class 7.

EXECUTED as a **DEED** by **SELLERS ENGINEERS LIMITED** acting by

, a director in the presence of:


.....
Director

Witness Signature: 

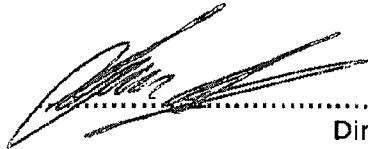
Witness Name: Paul King

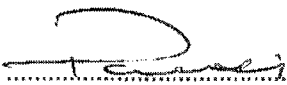
Witness Address: Elizabeth House

Queen St Leeds

Witness Occupation: Solicitor

EXECUTED as a **DEED** by **GALE FINANCE LIMITED** acting by **GRAEME ALLISON**,
a director in the presence of:


.....
Director

Witness Signature: 

Witness Name: Paul King

Witness Address: Queen St Leeds

Witness Occupation: Solicitor