

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3094779

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	UNIVERSITY OF ULSTER	07/16/2010
RECEIVING PARTY DATA		
Name:	INNOVATION ULSTER LIMITED	
Street Address:	UNIVERSITY OF ULSTER, TEIC BUILDING	
Internal Address:	JORDANSTOWN CAMPUS	
City:	NEWTOWNABBEY, COUNTY ANTRIM	
State/Country:	NORTHERN IRELAND	
Postal Code:	BT37 OQB	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	8871657
	Patent Number:	8771526
CORRESPONDENCE DATA		
Fax Number:		
<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:	616-975-5500	
Email:	clark@glbf.com	
Correspondent Name:	GARDNER, LINN, BURKHART & FLORY, LLP	
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Address Line 4:	GRAND RAPIDS, MICHIGAN 49546	
ATTORNEY DOCKET NUMBER:	KEL01 P-208/P-209	
NAME OF SUBMITTER:	MATTHEW D. KENDALL	
SIGNATURE:	/mdk/	
DATE SIGNED:	11/05/2014	
Total Attachments: 8		
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DATED 16 JULY 2010

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BETWEEN

UNIVERSITY OF ULSTER

AND

INNOVATION ULSTER LIMITED

INVENTION DISCLOSURE NO. U237A ENTITLED "COMPOSITE CONCRETE ARTICLE AND METHOD OF MANUFACTURE THEREOF" (PROCESS A).

INVENTION DISCLOSURE NO. U237B ENTITLED: "METHOD OF MANUFACTURE OF A COMPOSITE CONCRETE ARTICLE" (PROCESS B).

INVENTION DISCLOSURE NO. U237C ENTITLED: "METHOD OF MANUFACTURE OF A COMPOSITE CONCRETE ARTICLE" (PROCESS C).

INVENTION DISCLOSURE NO. U099 ENTITLED "GIRLI" (COMMUNITY TRADE MARK).

THIS AGREEMENT is dated 16 July 2010

PARTIES

- (1) **UNIVERSITY OF ULSTER** (RC000726) whose address is at Cromore Road, Coleraine, Northern Ireland, BT52 1SA (**Assignor**).
- (2) **INNOVATION ULSTER LIMITED** incorporated and registered in Northern Ireland with company number NI33135 whose registered office is at University of Ulster, TEIC Building, Jordanstown Campus, Newtownabbey, County Antrim, Northern Ireland, BT37 QQB (**Assignee**).

BACKGROUND

- (A) The Assignee is a 100% wholly owned subsidiary of the Assignor and was constituted to undertake commercial activity on behalf of the Assignor including but not limited to technology licensing. For the avoidance of doubt, the Assignee was previously named UU Tech Limited and changed its name to Innovation Ulster Limited on 10 February 2010.
- (B) The Assignor owns all the Intellectual Property Rights in the Inventions (as defined below).
- (C) The Assignor has agreed, for the consideration hereinafter appearing, to assign to the Assignee the Patents, Trade Marks and all Intellectual Property Rights in the Inventions as defined herein on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

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

Assigned Rights: the Patents, Trade Marks and all Intellectual Property Rights embodied in the Inventions or arising from work done on the Inventions.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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, including the right to claim priority under the Paris Convention.

Inventions: means the inventions identified in the Assignor's records as

- a) Invention Disclosure No. U237A entitled "Composite concrete article and method of manufacture thereof" (Process A)
- b) Invention Disclosure No. U237B entitled: "Method of manufacture of a composite concrete article" (Process B).
- c) Invention Disclosure No. U237C entitled: "Method of manufacture of a composite concrete article"(Process C).
- d) Invention Disclosure No. U099 entitled "Girli" (Community Trade Mark)".

Patents: the patent applications, short particulars of which are set out in the Schedule 1 to this agreement together with all patents which may be granted pursuant to any such patent applications.

Trademarks: the Community Trade Mark Registration, short particulars of which are set out in the Schedule 2 to this agreement.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.3 The schedule shall 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 schedule.
- 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 include the plural and in the plural include the singular.
- 1.6 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, 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 adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

- 1.8 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.9 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. ASSIGNMENT

In consideration of the sum of £1 (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 Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents and Trade Marks; and
- (b) the right to bring, make, oppose, defend, 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 of the Assigned Rights whether occurring before, on, or after the date of this agreement.

3. FURTHER ASSURANCE

- 3.1 The Assignor shall, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests, to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this agreement, including:
- (a) registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and
 - (b) assisting the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.

4. ENTIRE AGREEMENT

This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

5. SEVERANCE

- 5.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 5.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

6. THIRD PARTY RIGHTS

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

7. GOVERNING LAW AND JURISDICTION

- 7.1 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 Northern Ireland.
- 7.2 The parties irrevocably agree that the courts of Northern Ireland 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).

Schedule 1: Patents

Invention Disclosure Reference: U237A

Title: "Composite concrete article and method of manufacture thereof"

Inventors: Ruth Morrow and Patricia Belford

Applicant: University of Ulster

International Patent Application PCT/EP2010/001311 filed on 3 March 2010 and claiming priority from GB0903678.1 filed on 4 March 2009 and GB0915113.5 filed on 1 September 2009.

Invention Disclosure Reference U237B

Title: "Method of manufacture of a Composite concrete article"

Inventors: Ruth Morrow and Patricia Belford

Applicant: University of Ulster

International Patent Application No. PCT/EP2010/001310 filed on 3 March 2009 claiming priority from GB 0903684.9 filed on 4 March 2009.

Invention Disclosure Reference U237C

Title: "Method of manufacture of a Composite concrete article".

Inventors: Ruth Morrow and Patricia Belford

Applicant: University of Ulster

International Patent Application No. PCT/EP2010/001777 filed on 22 March 2010 claiming priority from GB0905951.0 filed on 6 April 2009.

Schedule 2: Trade Marks

Invention Disclosure Reference: U099

Title: "Girli Concrete"

Creators: Ruth Morrow and Patricia Belford

**Community Trade GIRLI
Mark:**

**Community 8116907
Registration No.:**

Classes: 11, 19, 20, 24

Date of Application: 20 February 2009

Date of Registration: 27 May 2010

Proprietor: UUTech Limited

Renewal is due ten years from the date of Application and every ten years thereafter.

SIGNED by OONAGH T LYNCH
for and on behalf of **UNIVERSITY**
OF ULSTER


.....
Intellectual Property Manager


.....

SIGNED by TIM BRUNDLE for and
on behalf of **INNOVATION**
ULSTER LIMITED

.....
Director