

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3115976

| | |
|---|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| PAUL THOMAS | 12/11/2008 |
| YUSUF MUHAMMAD | 12/11/2008 |
| JEUNG WOO-CHOI | 11/28/2008 |
| RECEIVING PARTY DATA | |
| Name: | PLUMIS LIMITED |
| Street Address: | 17 HANOVER SQUARE |
| City: | LONDON |
| State/Country: | UNITED KINGDOM |
| Postal Code: | W1S 1HU |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 13130523 |
| CORRESPONDENCE DATA | |
| Fax Number: | (713)228-8778 |
| <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> | |
| Email: | MTHACH@OSHALIANG.COM |
| Correspondent Name: | JEFFREY S. BERGMAN |
| Address Line 1: | 909 FANNIN ST. |
| Address Line 2: | SUITE 3500 |
| Address Line 4: | HOUSTON, TEXAS 77010 |
| ATTORNEY DOCKET NUMBER: | 04630/055001 |
| NAME OF SUBMITTER: | MINH S. THACH |
| SIGNATURE: | /JEFFREY S. BERGMAN/ |
| DATE SIGNED: | 11/20/2014 |
| Total Attachments: 15 | |
| source=04630055001ASSIGNMENT#page1.tif | |
| source=04630055001ASSIGNMENT#page2.tif | |
| source=04630055001ASSIGNMENT#page3.tif | |
| source=04630055001ASSIGNMENT#page4.tif | |
| source=04630055001ASSIGNMENT#page5.tif | |

PATENT

source=04630055001ASSIGNMENT#page6.tif
source=04630055001ASSIGNMENT#page7.tif
source=04630055001ASSIGNMENT#page8.tif
source=04630055001ASSIGNMENT#page9.tif
source=04630055001ASSIGNMENT#page10.tif
source=04630055001ASSIGNMENT#page11.tif
source=04630055001ASSIGNMENT#page12.tif
source=04630055001ASSIGNMENT#page13.tif
source=04630055001ASSIGNMENT#page14.tif
source=04630055001ASSIGNMENT#page15.tif

DATED

11/12

2008

(1) PAUL THOMAS

and

(2) YUSUF MUHAMMAD

and

(3) PLUMIS LIMITED

ASSIGNMENT OF INTELLECTUAL PROPERTY

17 Hanover Square London W1S 1HU

Tel: 020 7917 8500 Fax: 020 7917 8555

THIS ASSIGNMENT is made the 11th day of December 2008

BETWEEN

- (1) **YUSUF MUHAMMAD** of 59 Birchwood Avenue, Sidcup, Kent DA14 4JZ;
 - (2) **PAUL THOMAS** of 72 Alderney Street, Pimlico, London SW1V 4EX; and
- (together the "Assignors")
- (3) **PLUMIS LIMITED** incorporated and registered in England and Wales with company number 6748654 whose registered office is at 17 Hanover Square, London, W1S 1HU (the "Company").

(hereinafter referred to individually as "Party" and together the "Parties")

RECITALS

- (A) The Assignors have collaborated on the Group Project (as defined below) with the Inventor (as defined below).
- (B) The Assignors will continue to collaborate on the Group Project after the Effective Date (as defined below).
- (C) The Inventor will no longer continue to collaborate on the Group Project after the Effective Date.
- (D) The Inventor will not continue to collaborate on the Group Project after the Effective Date.
- (D) The Founders and the Inventor are the registered proprietor(s) and beneficial owner(s) of the Patent Application (as defined below).
- (E) Pursuant to an agreement dated 2008 between the Inventor and the Company, the Inventor assigned it rights in and to the Project IPR (as defined below) and the Patent Application (as defined below) to the Company.
- (F) It is agreed that the Assignors will assign their rights in and to the Project IPR to the Company on the terms of this Assignment (as defined below).
- (G) The Assignors agree that they will enter into service contracts or consultancy agreements (as appropriate) to cover any future Intellectual Property Rights that are created pursuant to the Group Project after the Effective Date. For the avoidance of doubt, this Assignment does not assign or transfer any Intellectual Property Rights created after the Effective Date.

AGREEMENT

1. DEFINITIONS

In this Assignment the words and phrases below shall have the following meaning:

| | |
|--------------------------------|---|
| "Assignment" | means this agreement; |
| "Effective Date" | means the date of execution of this Assignment; |
| "Group Project" | means the project entitled "Tap Sprinkler" pertaining to the Product; |
| "Intellectual Property Rights" | means any intellectual property of any description including but not limited to patents, patent applications, including for the sake of clarity the Patent Application (as defined below), rights to inventions, copyright, design rights (registered or unregistered), trade marks, trade mark applications, trade names, domain names, moral rights under Sections 77, 80 and 84 of the Copyright Designs and Patents Act 1977, confidential information and Know-How including all applications (or rights to apply) for, and renewals or extensions of 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; |
| "Inventor" | means Jeung Woo Choi of Pusan, Hae Un Dai Koo, Woo 2 Dong, Samho Garden Mansion, 3 Dong 1306 Ho, 612 - 022, Republic of South Korea; |
| "Know - How" | means all documented and undocumented knowledge including unpatented technical and other information which is not in the public domain regardless of how such information is collected or recorded, and whether protected by any registered rights or otherwise and including inventions, data, designs, development, prototypes, research and development, logos, systems, modular elements, selection of components, methods, models, research plans, procedures, results of experimentation and testing, processes (including manufacturing processes, specifications and techniques), reports, manufacturing data; and for this purpose, the fact that an item is known to the |

public shall not be taken to exclude the possibility that a compilation including the item, and/or a development relating to the item, is (and remains) not known to the public;

“Patent Application”

means the patent application, details of which are contained in Schedule 1 together with rights and interests in and to issued patents and pending patent applications in any country, including, without limitation, all provisional applications, substitutions, continuations, continuations-in-part, divisionals and renewals, all letters patent granted thereon, if any, and all reissues, re-examinations, re-registrations and extensions thereof, and supplemental protection certificates of invention and utility models;

“Project IPR”

means any and all Intellectual Property Rights pertaining to the Product and/or developed or created by the Assignors in the course of the Group Project created prior to and in existence on the Effective Date;

“Product”

means the fire suppressant equipment created pursuant to the Group Project;

“Territory”

means the world.

2. ASSIGNMENT

- 2.1 In consideration of the sum of one pound (£1) (the receipt and sufficiency of which the Assignors hereby acknowledge) the Assignors with full title guarantee assign to the Company free from encumbrances the Project IPR and any and all rights in and to the Project IPR including the right to claim damages in respect of any infringing works whether now known or in the future created to which the Assignors may now or may at any time after the date of this Assignment be entitled by virtue of or pursuant to any of the laws in force in each and every part of the Territory to hold to the Company its successors and assigns absolutely throughout the Territory for the full period of the rights in the Project IPR.

3. WARRANTIES

- 3.1 The Assignors warrant that:

- 3.1.1 the Project IPR is all the Intellectual Property pertaining to the Product or arising from the Group Project owned by the Assignors;
- 3.1.2 the Assignors are the sole legal and beneficial owners of the Project IPR, free of all liens, charges, options, licences, third party rights whatsoever and encumbrances;
- 3.1.3 the Assignors have not granted nor are they obliged to grant any licence, sub-licence or assignment in respect of the Project IPR and have not disclosed nor are obliged to disclose any Know-How pertaining to the Project IPR, to any person other than employees or officers of the Company;
- 3.1.4 the Assignors are not aware of any unauthorised use by any person of any of the Project IPR or of any infringement of such rights prior to the execution of this Assignment;
- 3.1.5 the Assignors are not a party to any confidentiality agreement or any agreement which restricts the free use or disclosure of the Project IPR ; and
- 3.1.6 to the best of the Assignors knowledge, the Project IPR does not infringe any Intellectual Property Rights of any third party.

4. INDEMNITY

- 4.1 The Assignors shall indemnify the Company against all and any loss, damages or costs sustained by the Company arising out of any breach by the Assignors of any of its warranties under this Assignment.

5. FURTHER ASSISTANCE

- 5.1 The Assignors hereby agree to provide to the Company (at its request) all reasonable assistance with any proceedings which may be brought by or against the Company against or by any third party relating to rights assigned by this Assignment.
- 5.2 The Assignors agree at the request of the Company to execute any documents and do any things necessary to give effect to this Assignment and the arrangements contained herein.
- 5.3 The Assignors will not from the date hereof make application for or use any Project IPR relating to or in connection with the Group Project.
- 5.4 The Assignors shall not do any act or thing or fail to do any act or thing which would in any way prejudice the Company's use of the Project IPR.

6. WAIVER

- 6.1 The Assignors hereby irrevocably and unconditionally waive all moral rights in respect of the Project IPR to which the Assignors may now or at any time in the future

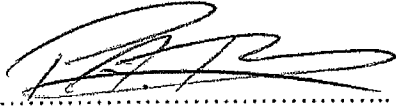
be entitled under the Copyright Design and Patents Act 1988 Sections 77 to 85 or under any similar laws in force from time to time in anywhere in the world and the Assignors declare that the waiver shall operate in favour of the Company its licensees, assigns and successors in title.

7. GOVERNING LAW AND JURISDICTION

- 7.1 This Assignment shall be governed by and construed in accordance with the law of England and Wales.
- 7.2 Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Assignment.

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

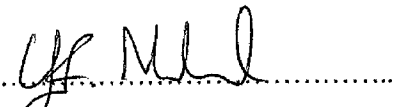
Executed as a Deed by **PAUL THOMAS**



in the presence of:

Witness Signature *B.W. Hardiman*
Witness Name **BRADLEY HARDIMAN**
Witness Address **6 WORTHINGTON HOUSE**
MYDDELTON PASSAGE
LONDON EC1 R1XQ

Executed as a Deed by **YUSUF MUHAMMAD**



in the presence of:

Witness Signature *B.W. Hardiman*
Witness Name **BRADLEY HARDIMAN**
Witness Address **6 WORTHINGTON HOUSE**
LONDON EC1 R1XQ

Executed as a Deed
for and on behalf of **PLUMIS LIMITED**
acting by:

GS Mll

Director

Walters

Director/Secretary

SCHEDULE 1

Patent Application

| Description | Jurisdiction | Reference number |
|--------------------|---------------------|-------------------------|
| "Spray Head" | UK | KS. P46312GB |

DATED 28 / 11 / 2008

(1) JEUNG WOO-CHOI

and

(2) PLUMIS LIMITED

ASSIGNMENT OF INTELLECTUAL PROPERTY

17 Hanover Square London W1S 1HU

Tel: 020 7917 8500 Fax: 020 7917 8555

THIS ASSIGNMENT is made the 28th day of November

2008

BETWEEN

- (1) **JEUNG WOO - CHOI** of Pusan, Hae Un Dai Koo, Woo 2 Dong, Samho Garden Mansion, 3 Dong 1306 Ho, 612 - 022, Republic of South Korea (the "Assignor"); and
- (2) **PLUMIS LIMITED** incorporated and registered in England and Wales with company number 6748654 whose registered office is at 17 Hanover Square, London, W1S 1HU (the "Company").

(hereinafter referred to individually as "Party" and together the "Parties")

RECITALS

- (A) The Assignor and the Founders (as defined below) have collaborated on the Group Project (as defined below).
- (B) The Founders will continue to collaborate on the Group Project after the Effective Date (as defined below).
- (C) The Assignor will no longer continue to collaborate on the Group Project after the Effective Date.
- (D) The Assignor is, in addition to the Founders, the registered proprietor and beneficial owner of the Project IPR (as defined below) and the Patent Application (as defined below).
- (E) It is agreed that the Assignor will assign its rights in and to the Project IPR and the Patent Application to the Company on the terms of this Assignment.

AGREEMENT

1. DEFINITIONS

In this Assignment the words and phrases below shall have the following meaning:

- | | |
|------------------|---|
| "Assignment" | means this agreement; |
| "Effective Date" | means the date of execution of this Assignment; |
| "Founders" | means Yusuf Muhammad and Paul Thomas; |
| "Group Project" | means the project entitled "Tap Sprinkler" pertaining to the Product; |

"Intellectual Property Rights"

means any intellectual property of any description including but not limited to patents, patent applications, including for the sake of clarity the Patent Application (as defined below), rights to inventions, copyright, design rights (registered or unregistered), trade marks, trade mark applications, trade names, domain names, moral rights under Sections 77, 80 and 84 of the Copyright Designs and Patents Act 1977, confidential information and Know-How including all applications (or rights to apply) for, and renewals or extensions of 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;

"Know – How"

means all documented and undocumented knowledge including unpatented technical and other information which is not in the public domain regardless of how such information is collected or recorded, and whether protected by any registered rights or otherwise and including inventions, data, designs, development, prototypes, research and development, logos, systems, modular elements, selection of components, methods, models, research plans, procedures, results of experimentation and testing, processes (including manufacturing processes, specifications and techniques), reports, manufacturing data; and for this purpose, the fact that an item is known to the public shall not be taken to exclude the possibility that a compilation including the item, and/or a development relating to the item, is (and remains) not known to the public;

"Patent Application"

means the patent application, details of which are contained in Schedule 1 together with rights and interests in and to issued patents and pending patent applications in any country, including, without limitation, all provisional applications, substitutions, continuations, continuations-in-part, divisionals and renewals, all letters patent granted thereon, if any, and all reissues, re-examinations, re-registrations and extensions thereof, and supplemental protection certificates of invention and utility models;

| | |
|---------------|--|
| “Project IPR” | means any and all Intellectual Property Rights pertaining to the Product and/or developed or created in the course of the Group Project by the Assignor created prior to and in existence on the Effective Date; |
| “Product” | means the fire suppressant equipment created pursuant to the Group Project; |
| “Territory” | means the world. |

2. ASSIGNMENT

- 2.1 In consideration of the sum of three thousand pounds (£3,000) (the receipt and sufficiency of which the Assignor hereby acknowledges) the Assignor with full title guarantee assigns to the Company free from encumbrances the Project IPR and any and all rights in and to the Project IPR including the right to claim damages in respect of any infringing works whether now known or in the future created to which the Assignor may now or may at any time after the date of this Assignment be entitled by virtue of or pursuant to any of the laws in force in each and every part of the Territory to hold to the Company and assigns absolutely throughout the Territory for the full period of the rights in the Project IPR.

3. WARRANTIES

- 5.1 The Assignor warrants that:
- 3.1.1 the Assignor is the sole legal and beneficial owner of the Project IPR, free of all liens, charges, options, licences, third party rights whatsoever and encumbrances;
 - 3.1.2 the Assignor has not granted nor is it obliged to grant any licence, sub-licence or assignment in respect of the Project IPR and has not disclosed nor is obliged to disclose any Know-How pertaining to the Project IPR, to any person other than employees or officers of the Company;
 - 3.1.3 the Assignor is not aware of any unauthorised use by any person of any of the Project IPR or of any infringement of such rights prior to the execution of this Assignment;
 - 3.1.4 the Assignor is not a party to any confidentiality agreement or any agreement which restricts the free use or disclosure of the Project IPR; and
 - 3.1.5 to the best of the Assignors knowledge, the Project IPR does not infringe any Intellectual Property Rights of any third party.

4. **INDEMNITY**

- 4.1 The Assignor shall indemnify the Company against all and any loss, damages or costs sustained by the Company arising out of any breach by the Assignor of any of its warranties under this Assignment.

5. **FURTHER ASSISTANCE**

- 5.1 The Assignor hereby agrees to provide to the Company (at its request) all reasonable assistance with any proceedings which may be brought by or against the Company against or by any third party relating to rights assigned by this Assignment.
- 5.2 The Assignor agrees at the request of the Company to execute any documents and do any things necessary to give effect to this Assignment and the arrangements contained herein.
- 5.3 The Assignor will not from the date hereof make application for or use any Project IPR relating to or in connection with the Group Project.
- 5.4 The Assignor shall not do any act or thing or fail to do any act or thing which would in any way prejudice the Company's use of the Project IPR.

6. **WAIVER**


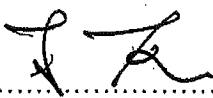
- 6.1 The Assignor hereby irrevocably and unconditionally waives all moral rights in respect of the Project IPR to which the Assignor may now or at any time in the future be entitled under the Copyright Design and Patents Act 1988 Sections 77 to 85 or under any similar laws in force from time to time in anywhere in the world and the Assignor declares that the waiver shall operate in favour of the Company its licensees, assigns and successors in title.

7. **GOVERNING LAW AND JURISDICTION**

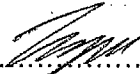
- 7.1 This Assignment shall be governed by and construed in accordance with the law of England and Wales.
- 7.2 Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Assignment.

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

Executed as a Deed by **MR JEUNG WOO-CHOI**

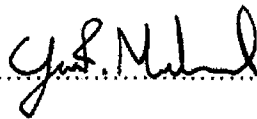
in the presence of:

Witness Signature 

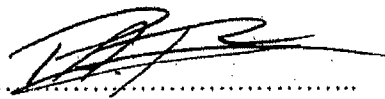
Witness Name Korneev Anton

Witness Address 20 Sinclair Road, W14 8NN

Executed as a Deed
for and on behalf of **PLUMIS LIMITED**
acting by:



Director



Director/Secretary

SCHEDULE 1

Patent Application

| Description | Jurisdiction | Reference number |
|--------------|--------------|------------------|
| "Spray Head" | UK | KS. P46312GB |