

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3126028

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GUIDANCE IP LIMITED	03/23/2011
RECEIVING PARTY DATA	
Name:	BROOMCO (4232) LIMITED
Street Address:	4 DOMINUS WAY
Internal Address:	MERIDAN BUSINESS PARK
City:	LEICESTER
State/Country:	UNITED KINGDOM
Postal Code:	LE19 1RP
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8629771
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:	314-961-8669
Email:	rebecca@brandaulaw.com
Correspondent Name:	REBECCA J BRANDAU
Address Line 1:	634 LEE AVE
Address Line 4:	ST LOUIS, MISSOURI 63119
ATTORNEY DOCKET NUMBER:	GIP-006
NAME OF SUBMITTER:	REBECCA J BRANDAU
SIGNATURE:	/Rebecca J Brandau/
DATE SIGNED:	11/30/2014
Total Attachments: 8	
source=GIP006Mar232011Asgn#page1.tif	
source=GIP006Mar232011Asgn#page2.tif	
source=GIP006Mar232011Asgn#page3.tif	
source=GIP006Mar232011Asgn#page4.tif	
source=GIP006Mar232011Asgn#page5.tif	
source=GIP006Mar232011Asgn#page6.tif	

PATENT

source=GIP006Mar232011Asgn#page7.tif

source=GIP006Mar232011Asgn#page8.tif

DATED

23 MARCH 2011

(1) GUIDANCE IP LIMITED

• and •

(2) BROOMCO (4232) LIMITED

PATENT ASSIGNMENT

PATENT

REEL: 034282 FRAME: 0246

CONTENTS

1. ASSIGNMENT 1

2. ENTIRE AGREEMENT 2

3. COUNTERPARTS 2

4. THIRD PARTY RIGHTS 2

5. LAW AND JURISDICTION 3

SCHEDULE 1: PATENTS 5

 Part 1: Monitoring Equipment Patents 5

 Part 2: Navigation Equipment Patents 6

C

C

THIS DEED OF ASSIGNMENT is made on

23 MARCH 2011

BETWEEN:

- (1) **GUIDANCE IP LIMITED**, a company incorporated in England and Wales with company number 06991435 whose registered address is at 4 Dominus Way, Meridan Business Park, Leicester LE19 1RP ("Assignor"); and
- (2) **BROOMCO (4232) LIMITED**, a company registered in England and Wales with company number 07570389 whose registered address is at 4 Dominus Way, Meridan Business Park, Leicester LE19 1RP ("Assignee").

BACKGROUND:

- A Pursuant to a wider reorganisation of the group of companies of which the Assignor and Assignee are members, a dividend in specie was contemplated which included inter alia the distribution in specie of the intellectual property held by the Assignor.
- B The Assignor is the proprietor of or applicant for the Patents and the owner of the Inventions.
- C The Assignor is willing to assign all its right, title and interest in the Patents and Inventions to the Assignee subject to the provisions of this Assignment.

IT IS AGREED:

1. DEFINITIONS:

- 1.1 "Intellectual Property" shall mean all rights to inventions, copyright and related rights, moral rights, rights to goodwill rights in designs, rights in computer software, rights in confidential information, know how and any other intellectual property rights whether registered or unregistered including all applications or right 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.
- 1.2 "Inventions" means each invention that is the subject of each Patent.
- 1.3 "Patents" means the patents and patent applications described in the attached schedule 1 and all patents that may be granted pursuant to any applications listed in the attached schedule 1, as well as all patents that may derive priority from or have equivalent claims to the patents listed in Schedule 1 in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Patents shall be deemed to include all such items of property.
- 1.4 "Materials" means any records whether in written or electronic form relating to the Inventions or necessary to enable the Company to commercialise, exploit or modify the Invention.

2. ASSIGNMENT

- 2.1 In satisfaction of the dividend in specie, the Assignor hereby assigns and transfers to the Assignee absolutely:

- 2.1.1 with full title guarantee all its right, title and interest in the Patents; and.
- 2.1.2 to the extent that it is the owner all Intellectual Property Rights in the Inventions and Materials.
- 2.2 The assignments effected by this clause 1 shall include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from ownership of the Patents, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment.
- 2.3 The Assignor shall disclose and make available to the Assignee within 30 days of the date of execution of this Assignment all Materials in the Assignor's custody or control.
- 2.4 The Assignor shall execute such documents and give or procure such assistance as the Assignee may reasonably require including the assistance of the inventor when necessary to give effect to the terms of this Agreement, at the Assignee's expense:
 - 2.4.1 to secure the vesting in the Assignee of all rights in the Patents and Inventions;
 - 2.4.2 to uphold and enforce the Assignee's rights in the Patents and Inventions; and
 - 2.4.3 to defeat any challenge to the validity of, and resolve any questions concerning, the Patents.
- 2.5 To the extent that this Deed is not effective to assign any of the Patents to the Assignee, the Assignor shall hold all rights that are not so assigned on trust for the Assignee and shall at the Assignee's request execute such documents and do such things as are necessary to effect that assignment.

3. ENTIRE AGREEMENT

- 3.1 This Assignment constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 3.2 Each party acknowledges that, in entering into this Assignment, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Assignment.
- 3.3 Nothing in this clause shall limit or exclude any liability for fraud.

4. COUNTERPARTS

This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement.

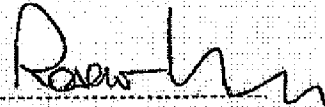
5. THIRD PARTY RIGHTS

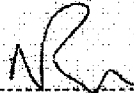
No person other than a party to this Assignment shall have any rights to enforce any term of this Assignment.

6. LAW AND JURISDICTION

The validity, construction and performance of this Assignment shall be governed by English law, and the Assignor and the Assignee submit to the exclusive jurisdiction of the English courts in respect of any dispute arising in connection therewith.

Executed as a deed, but not delivered until the first date specified on page 1, by GUIDANCE IP LIMITED by a director in the presence of a witness:)

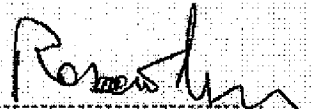
Signature 
Name (block capitals) ROBERT ASHBY
Director


C
Witness signature 

Witness name W. RANDLE
(block capitals)

Witness address DA PAPER
VICTORIA SQ
BIRMINGHAM

Executed as a deed, but not delivered until the first date specified on page 1, by BROOMCO (4232) LIMITED by a director in the presence of a witness:)

Signature 
Name (block capitals) ROBERT ASHBY
Director

C
Witness signature 

Witness name W. RANDLE
(block capitals)

Witness address DA PAPER
VICTORIA SQ
BIRMINGHAM

C

C

SCHEDULE 1: PATENTS

Part 1: Monitoring Equipment Patents

Country code	Patent application no	Application date	Grant no	Proprietor	Title/mark	Status	Next renewal
GB	0507733.4	16/04/2005	2425159	Guidance IP Ltd	New Fastener	Granted	30/04/2011
US	11/194,390	01/08/2005	7,612,678	Guidance IP Ltd	Monitoring tags	Granted	03/05/2013
US	12/256,241	01/08/2005		Guidance IP Ltd	Monitoring tags	Pending	
GB	00925470.7	04/05/2000	1177546	Guidance IP Ltd	Tagging device	Granted	31/05/2011
FR	00925470.7	04/05/2000	1177546	Guidance IP Ltd	Tagging device	Granted	31/05/2011
US	09/959,673	04/05/2000	6,693,543	Guidance IP Ltd	Tagging device	Granted	17/08/2011
GB	0915182.0	01/09/2009		Guidance IP Ltd	Proximity sensors	Pending	
GB	1002476.8	15/02/2010		Guidance IP Ltd	Proximity sensors	Pending	
EP	10008747.7	23/08/2010		Guidance IP Ltd	Proximity sensors	Pending	31/08/2012
US	12/862,761	25/08/2010		Guidance IP Ltd	Proximity sensors	Pending	
AU	2010214710	30/08/2010		Guidance IP Ltd	Proximity sensors	Pending	30/08/2015
NZ	587538	24/08/2010		Guidance IP Ltd	Proximity sensors	Pending	
IL	207866	30/08/2010		Guidance IP Ltd	Proximity sensors	Pending	

Part 2: Navigation Equipment Patents

Country code	Patent application no	Application date	Grant no	Proprietor	Title/mark	Status	Next renewal
GB	0416333.3	22/07/2004	2405277	Guidance IP Ltd	Radar systems	Granted	31/07/2011
US	10/898,705	23/07/2004	7,196,654	Guidance IP Ltd	Radar systems	Granted	27/09/2014
NO	20043171	26/07/2004		Guidance IP Ltd	Radar systems	Pending	26/07/2011
GB	0916584.6	22/09/2009		Guidance IP Ltd	A position reference sensor	Pending	
WO	PCT/GB 2010/001	20/09/2010		Guidance IP Ltd	A position reference sensor	Pending	
GB	2525092	25/08/2009	2525092	Guidance IP Ltd	PORTSCAN	Granted	25/08/2019
GB	2530532	03/11/2009	2530532	Guidance IP Ltd	CYSCAN	Granted	03/11/2019
GB	2530530	03/11/2009	2530530	Guidance IP Ltd	RADASCAN	Granted	03/11/2019