PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3134363

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|--|----------------|
| ITI ENERGY LIMITED (IN ADMINISTRATION) | 12/23/2013 |
| MICHAEL JAMES WELLARD (AS ADMINISTRATOR) | 12/23/2013 |
| RODERICK JOHN WESTON (AS ADMINISTRATOR) | 12/23/2013 |

RECEIVING PARTY DATA

| Name: | WARWICK ENERGY IP LIMITED | |
|-----------------|---------------------------------|--|
| Street Address: | WELLESBOURNE HOUSE, WALTON ROAD | |
| City: | WELLESBOURNE | |
| State/Country: | UNITED KINGDOM | |
| Postal Code: | CV35 9JB | |

PROPERTY NUMBERS Total: 2

| Property Type | Number |
|----------------|---------|
| Patent Number: | 8486168 |
| Patent Number: | 8252072 |

CORRESPONDENCE DATA

Fax Number: (612)331-7401

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.

Phone: 612-331-7400

Email: docket@ipImgroup.com **Correspondent Name:** IPLM GROUP, P.A.

Address Line 1: 1300 GODWARD ST. NE, BROADWAY PLACE W

Address Line 2: SUITE 6600

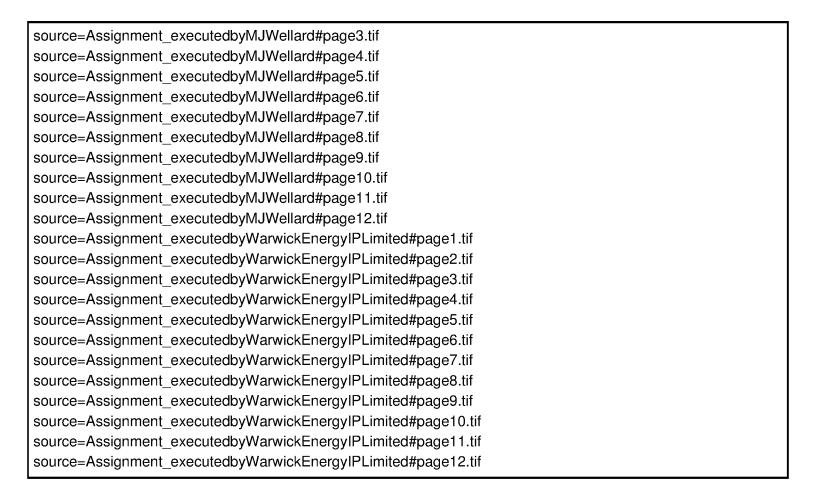
Address Line 4: MINNEAPOLIS, MINNESOTA 55413

| ATTORNEY DOCKET NUMBER: 237P002USWO 237P002USD1 | |
|---|----------------------|
| NAME OF SUBMITTER: | DAVID R. CLEVELAND |
| SIGNATURE: | /DAVID R. CLEVELAND/ |
| DATE SIGNED: | 12/05/2014 |

Total Attachments: 24

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PATENT 503087758 REEL: 034386 FRAME: 0343



DATED 23 December 2013

- (1) ITI ENERGY LIMITED (IN ADMINISTRATION)
- (2) MICHAEL JAMES WELLARD AND RODERICK JOHN WESTON (AS ADMINISTRATORS)
 - (3) WARWICK ENERGY IP LIMITED

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Stevens & Bolton LLP
Wey House
GUILDFORD
GUI 4YD
Ref:
TRC/MDG/MA,1628,0001

THIS DEED is made on 23 December 2013

BETWEEN

- 1 ITI ENERGY LIMITED (IN ADMINISTRATION) (registered number 05093306) a company incorporated in England and Wales whose registered office is at c/o Mazars LLP of Tower Bridge House, St Katharine's Way, London E1W 1DD (the "Assignor") acting by the Administrators;
- 2 MICHAEL JAMES WELLARD and RODERICK JOHN WESTON of Mazars LLP of Tower Bridge House, St Katharine's Way, London E1W 1DD in their capacity as joint administrators of the Assignor (the "Administrators"); and
- WARWICK ENERGY IP LIMITED (registered number 08791767) a company incorporated in England and Wales whose registered office is at Wellesbourne House, Walton Road, Wellesbourne, Warwick CV35 9JB (the "Assignee").

BACKGROUND

- (A) The Assignor owns the Intellectual Property (as defined below).
- (B) On 8 November 2013 the Administrators were appointed as joint administrators of the Assignor by the directors of the Assignor in accordance with paragraph 22 of Schedule B1 to the Insolvency Act 1986.
- (C) By the Main Agreement (as defined below) the Assignor (acting by the Administrators) has agreed to assign to the Assignee the Intellectual Property (as defined below) on the terms set out in this Deed.
- (D) The Administrators are joined as a party to this Deed merely for the purposes of receiving the benefit of the waivers and exclusions of liability and indemnities in their favour contained in this Deed.

IT IS AGREED AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed (including the Schedules), unless expressly stated to the contrary, the following expressions shall have the following meanings:

1

Business

the business carried on by the Assignor as at the Transfer Date of the manufacture of thermal conversion technology and all matters incidental thereto:

Claim

any proceeding, litigation, mediation, arbitration, action, claim or demand of any kind (whether actual or contingent or otherwise);

Intellectual Property

- (a) all inventions directly and exclusively connected with the Business and owned by the Assignor at the Transfer Date whether or not capable of protection by patent or registration;
- (b) all know-how directly and exclusively connected with the Business and owned by the Assignor at the Transfer Date including, but not

limited to, the Know-How;

(c) all copyright, (including any templates created by the Seller using Sage software), moral rights, design rights, database rights, confidential information, trade marks (including the Trade Marks), patents (including the Patents and all inventions described and claimed within), logos, drawings, designs, business names, internet domain (including <u>www.iti-energy.com</u>) applications for them and all other intangible property rights or intellectual property rights directly and exclusively relating to the Business and owned by the Assignor at the Transfer Date, in each case in any part of the world and whether registered or not and all rights of the Assignor

against third parties in respect of any of the foregoing, including those rights listed in the Schedule to this Deed;

technical information in the possession of the Seller and relating directly to gasification technology, including but not limited to the information described in Schedule 2;

any loss, cost, damage, award, charge, interest, penalty, fine, expense and/or other liability;

an agreement relating to the sale of the business and assets of the Assignor dated on or around the date hereof and made between the Assignor and the Assignee, amongst others;

the patents and patent applications listed in Schedule 1 including any continuations in part, extensions, reissues, divisions and any patents and similar rights that are based on or derive priority from the foregoing;

the unregistered trade marks listed in Schedule 3; the date of the Main Agreement; and

value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

Know How

Loss

Main Agreement

Patents

Trade Marks Transfer Date VAT

- 1.2 References to statutes or statutory provisions shall be construed to include references to those statutes or provisions as amended or re-enacted (whether with or without modification) from time to time or as their application is modified by other provisions (whether before or after the date of this Deed) and shall include any statute or provision of which they are re-enactments (whether with or without modification) and shall also include any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision.
- 1.3 The headings in this Deed are for ease of reference only and shall not in any way affect its construction or interpretation.
- 1.4 Reference to a party to this Deed shall include its personal representatives, successors in title and permitted assigns.
- 1.5 The Schedule forms part of this Deed and shall be construed and have the same full force and effect as if expressly set out in the main body of this Deed.
- 1.6 Unless expressly stated to the contrary in this Deed.
 - 1.6.1 words denoting the singular include the plural and vice versa, words denoting any one gender include all genders and vice versa, and references to persons include individuals, partnerships, bodies corporate and unincorporated associations;
 - 1.6.2 a reference to a recital, clause or Schedule is a reference to a recital or clause of or Schedule to this Deed and a reference to a sub-clause is a reference to a sub-clause of the relevant clause of this Deed;
 - 1.6.3 the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

2 ASSIGNMENT

Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Assignor expressly acknowledges), the Assignor (acting by the Administrators) hereby assigns to the Assignee such right, title and interest as it may have in and to the Intellectual Property, including:

- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the patent applications comprised therein;
- 2.1.2 all goodwill attaching to the unregistered trade marks and in respect of the Business relating to the goods or services in respect of which such trade marks are or have been used; and
- 2.1.3 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 Intellectual Property whether occurring before, on, or after the date of this Deed.

3 THE ADMINISTRATORS

3.1 The Administrators are agents of the Assignor and have been acting in that capacity in the negotiation, preparation and implementation of this Deed.

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- 3.2 The Administrators and their staff, employees, advisers and agents shall have no liability whatsoever under this Deed or any other deed, instrument or document entered into pursuant to it and any liability to which the Administrators or their staff, employees, advisers and agents would otherwise be subject (whether in contract, tort or otherwise) is expressly excluded.
- 3.3 The Administrators are party to this Deed in their personal capacities only for the purpose of receiving the benefit of the exclusions, limitations, undertakings, covenants and indemnities in their favour contained in this Deed.

4 WAIVER

Any failure to exercise or delay by a party in exercising a right or remedy arising in connection with this Deed or by law shall not constitute a waiver of such right or remedy or of any other rights or remedies. No waiver shall be effective unless in writing and signed by the relevant party or on his behalf by a duly authorised representative. A waiver of a right or remedy on one occasion shall not constitute a waiver of the same right or remedy in the future.

5 VARIATION

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

6 SEVERANCE

If any one or more provisions of this Deed shall be declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this Deed shall not as a result in any way be affected or impaired. However, if any provisions of this Deed shall be adjudged to be void or ineffective but would be adjudged to be valid and effective if part of the wording were deleted or the scope or periods reduced, they shall apply with such modifications as may be necessary to make them valid and effective while adhering as closely as possible to the original intent, period and scope of the provisions and the parties hereby undertake to make such modifications.

7 **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed by one or more of the parties hereto shall constitute an original but all of which, when dated with the same date, shall constitute one and the same agreement.

8 THIRD PARTY RIGHTS

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

9 GOVERNING LAW AND JURISDICTION

This Deed and any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Deed shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the Courts of England and Wales for the determination of all disputes or claims (including non-contractual disputes or claims) which may arise out of or in connection with this Deed.

SCHEDULE 1: THE PATENTS

1. Microcellular Polymers patent No PCT/GB99/04076:

| Case Ref. | Official No. | Title | Case | Country |
|--------------|--|--------------------------------|---------|-------------|
| | | | Status | |
| 1285742PE/AT | EP1183328 | Microcellular Polymers as Cell | Granted | Austria |
|] | ļ | Growth Media and Novel | | |
| | i. | Polymers | | |
| 1285742PE/CH | EP1183328 | Microcellular Polymers as Cell | Granted | Switzerland |
| | | Growth Media and Novel | | |
| | | Polymers | | |
| 1285742PE/DE | 699 44 341.5 | Microcellular Polymers as Cell | Granted | Germany |
| | | Growth Media and Novel | | |
| | <u> </u> | Polymers | | |
| 1285742PE/DK | EP1183328 | Microcellular Polymers as Cell | Granted | Denmark |
| i | | Growth Media and Novel | | |
| | <u>. </u> | Polymers | | |
| 1285742PE/ES | ES 2392817 | Microcellular Polymers as Cell | Granted | Spain |
| | Т3 | Growth Media and Novel | | |
| | | Polymers | | |
| 1285742PE/FI | EP1183328 | Microcellular Polymers as Cell | Granted | Finland |
| | | Growth Media and Novel | | |
| | | Polymers | | |
| 1285742PE/FR | EP1183328 | Microcellular Polymers as Cell | Granted | France |
| | | Growth Media and Novel | | |
| | | Polymers | | |
| 1285742PE/GB | EP1183328 | Microcellular Polymers as Cell | Granted | United |
| | | Growth Media and Novel | | Kingdom |
| | | Polymers | | |
| 1285742PE/GR | EP1183328 | Microcellular Polymers as Cell | Granted | Greece |
| | | Growth Media and Novel | | |
| | | Polymers | | |
| 1285742PE/IE | EP1183328 | Microcellular Polymers as Cell | Granted | Ireland |
| | | Growth Media and Novel | i | |
| 10060405575 | DD:100000 | Polymers | | |
| 1285742PE/IT | EP1183328 | Microcellular Polymers as Cell | Granted | Italy |
| | | Growth Media and Novel | | |
| 1005710777 | FD1102222 | Polymers | | |
| 1285742PE/LU | EP1183328 | Microcellular Polymers as Cell | Granted | Luxembourg |
| | | Growth Media and Novel | | |
| 10057407577 | ED1100000 | Polymers | | |
| 1285742PE/PT | EP1183328 | Microcellular Polymers as Cell | Granted | Portugal |
| | | Growth Media and Novel | | |
| | | Polymers | | |

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REEL: 034386 FRAME: 0351

| 1285742PE/SE | | Microcellular Polymers as Cell Growth Media and Novel Polymers | Granted | Sweden |
|--------------|----------------|--|---------|------------------------|
| 1285742PP/EP | EP1183328 | Microcellular Polymers as Cell Growth Media and Novel Polymers | l i | European Patent Office |
| 1285742PP/JP | WO 00/34454 | Microcellular Polymers as Cell Growth Media and Novel Polymers | Pending | Japan |

2. Intensified and miniaturised gasification with multiple air injection and catalytic bed Patent No: WO/2005/047435 & PCT/GB2004/004651;

| Case Ref. | Official No. | Title | Case | Country |
|--------------|--------------|--------------|---------|--------------|
| | | | Status | |
| 1285880P/HK | 1090387 | Gasification | Pending | Hong Kong |
| 1285880P/PH1 | 1-2009- | Gasification | Granted | Philippines |
| | 500241 | | | |
| 1285880P/US1 | 13/563,454 | Gasification | Pending | United |
| | | | | States of |
| | | | | America |
| 1285880PP/AU | 2004288845 | Gasification | Granted | Australia |
| 1285880PP/BR | wo | Gasification | Pending | Brazil |
| | 2005/047435 | | | |
| 1285880PP/CN | CN | Gasification | Pending | China |
| <u> </u> | 1954055A | | | |
| 1285880PP/EA | 009349 | Gasification | Granted | Eurasian |
| | | | | Patent |
| | | | | Organization |
| 1285880PP/EP | EP1687390 | Gasification | Pending | European |
| | | | | Patent |
| | | | | Office |
| 1285880PP/IN | WO | Gasification | Pending | India |
| | 2005/047435 | | | |
| 1285880PP/JP | 4781274 | Gasification | Granted | Japan |
| 1285880PP/PH | wo | Gasification | Pending | Philippines |
| | 2005/047435 | | | |
| 1285880PP/SG | 122245 | Gasification | Granted | Singapore |
| 1285880PP/US | 8,252,072 | Gasification | Granted | United |
| | | | | States of |
| | | | | America |
| 1285880PP/ZA | 2006/04498 | Gasification | Granted | South Africa |
| 1337491P/AU1 | 2009251077 | Gasification | Granted | Australia |
| 1345709P/JP1 | 2011- | Gasification | Pending | Japan |
| | 085626 | | | |

3. Oil Water Separation patent no EP1307402:

| ITI Ener | gy – Schedule | of Patents | | | | |
|-------------------------|----------------------|----------------|--|---------------------------|---------------------------|----------------------------|
| Invention | COUNTRY APPLICANT | CLIENT REF. | APPLICATION NO APPLICATION DATE | GRANT NO GRANT DATE | STATUS RENEWAL DATE | HGF REF. EXPIRY DATE |
| Oil/water separation | Europe | 200024 | 01954123.4 | EP130740 | Granted | P045140E |
| • | The | 91 | 30/Jul/2001 | 2 | | P |
| | University | | | 02/May/20 | | |
| | of | | | 12 | | 1 |
| Oil/water | Newcastle | | 577105100 | 771121102 | | 70101100 |
| On/water separation | France | 200024 | EP137402 | EP137402 | Granted | P045140F |
| • | The | 91 | 30/Jul/2001 | 02/May/20 | 30/Jul/201 | R |
| | University | | | 12 | 3 | 30/Jul/202 |
| | of | | | | | 1 |
| | Newcastle | | | | | |
| Oil/water separation | United | 200024 | 01954123.4 | EP130740 | Granted | P045140G |
| | Kingdom | 91 | 30/Jul/2001 | 2 | 30/Jul/201 | В |
| | The | 1 | | 02/May/20 | 3 | 30/Jul/202 |
| | University | | | 12 | | 1 |
| | of | | ĺ | | | |
| | Newcastle | | | | | |
| Oil/water separation | Japan | 200024 | 2002-516209 | 5224629 | Granted | P045140JP |
| | The | 91 | 30/Jul/2001 | 22/Mar/20 | 22/Mar/20 | 30/Jul/202 |
| | University | | 1 | 13 | 16 | 1 |
| | of | ł | | 1 | | |
| | Newcastle | <u>[</u> | | | | |
| Oll/water separation | USA | | 10/333,769 | 7,780,854 | Granted | P045140U |
| oparation. | The | İ | 30/Jul/2001 | 24/Aug/20 | 24/Feb/20 | S |
| | University | | | 10 | 14 | 30/Jul/202 |
| | of | | | | | 1 |
| | Newcastle | | | | | |
| Oil/water separation | USA | | 12/862,090 | 8,177,985 | Granted | P045140U |
| erharamon | The | | 30/Jul/2001 | 15/May/20 | 15/Nov/20 | S1 |
| | University | | | 12 | 15 | 30/Jul/202 |
| | of | | | | | 1 |
| | Newcastle | | | 1 | | |

4. Method and apparatus for processing flowable materials and microporous polymers - application number WO 2004/004880

Patent No WO 2004/004880 (and all applications and designations thereunder or therefrom)

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SCHEDULE 2: THE KNOW HOW

All know how owned by the Seller that was contained within Escrow Agreement 48512 held by NCC Group Escrow Limited and referred to in the letter dated 26 November 2013 from NCC Group Escrow Limited to John Sulley of Touchgold Limited.

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SCHEDULE 3: THE TRADE MARKS

1

Unregistered Trade Marks





MA.1628.0001\5538358v3

REEL: 034386 FRAME: 0355

Executed as a deed and delivered on the date set out at the beginning of this document.

| EXECUTED as a DEED by ITI ENERGY LIMITED (IN ADMINISTRATION) acting by MICHAEL JAMES WELLARD, one of its joint administrators, as agent and without personal liability in the presence | • |
|--|--------------------------|
| OF COPTHON AUE BROXBOURNE, HERTS | Administrator |
| EXECUTED as a DEED for and on |) Mello de Administrator |
| EXECUTED as a DEED by WARWICK ENERGY IP LIMITED |)) |

MA.1626.0001\86363686V3

DATED 23th December 2013

- (1) ITI ENERGY LIMITED (IN ADMINISTRATION)
- (2) MICHAEL JAMES WELLARD AND RODERICK JOHN WESTON (AS ADMINISTRATORS)
 - (3) WARWICK ENERGY IP LIMITED

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Stevens & Bolton LLP
Wey House
GUILDFORD
GUI 4YD
Ref:
TRC/MDG/MA.1628.0001

BETWEEN

- ITI ENERGY LIMITED (IN ADMINISTRATION) (registered number 05093306) a company incorporated in England and Wales whose registered office is at c/o Mazars LLP of Tower Bridge House, St Katharine's Way, London E1W 1DD (the "Assignor") acting by the Administrators;
- MICHAEL JAMES WELLARD and RODERICK JOHN WESTON of Mazars 2 LLP of Tower Bridge House, St Katharine's Way, London ElW 1DD in their capacity as joint administrators of the Assignor (the "Administrators"); and
- WARWICK ENERGY IP LIMITED (registered number 08791767) a company 3 incorporated in England and Wales whose registered office is at Wellesbourne House, Walton Road, Wellesbourne, Warwick CV35 9JB (the "Assignee").

BACKGROUND

- The Assignor owns the Intellectual Property (as defined below). (A)
- On 8 November 2013 the Administrators were appointed as joint administrators of (B) the Assignor by the directors of the Assignor in accordance with paragraph 22 of Schedule B1 to the Insolvency Act 1986.
- By the Main Agreement (as defined below) the Assignor (acting by the (C) Administrators) has agreed to assign to the Assignee the Intellectual Property (as defined below) on the terms set out in this Deed.
- The Administrators are joined as a party to this Deed merely for the purposes of (D) receiving the benefit of the waivers and exclusions of liability and indemnities in their favour contained in this Deed.

IT IS AGREED AS FOLLOWS

DEFINITIONS AND INTERPRETATION 1

In this Deed (including the Schedules), unless expressly stated to the contrary, the 1.1 following expressions shall have the following meanings:

Business

the business carried on by the Assignor as at the Transfer Date of the manufacture of thermal conversion technology and all matters incidental

thereto;

Claim

any proceeding, litigation, mediation, arbitration, action, claim or demand of any kind (whether actual or contingent or otherwise);

Intellectual Property

- (a) all inventions directly and exclusively connected with the Business and owned by the Assignor at the Transfer Date whether or not capable of protection by patent or registration;
- (b) all know-how directly and exclusively connected with the Business and owned by the Assignor at the Transfer Date including, but not

limited to, the Know-How;

(c) all copyright, (including any templates created by the Seller using Sage software), moral rights, design rights, database rights, confidential information, trade marks (including the Trade Marks), patents (including the Patents and all inventions described and claimed within), logos, drawings, designs, business names, internet domain names (including www.iti-energy.com) applications for them and all other intangible property rights or intellectual property rights directly and exclusively relating to the Business and owned by the Assignor at the Transfer Date, in each case in any part of the world and whether registered or not and all rights of the Assignor against third parties in respect of any of the foregoing, including those rights listed in the Schedule to this Deed;

technical information in the possession of the Seller and relating directly to gasification technology, including but not limited to the information described in Schedule 2;

any loss, cost, damage, award, charge, interest, penalty, fine, expense and/or other liability;

an agreement relating to the sale of the business and assets of the Assignor dated on or around the date hereof and made between the Assignor and the Assignee, amongst others;

the patents and patent applications listed in Schedule 1 including any continuations in part, extensions, reissues, divisions and any patents and similar rights that are based on or derive priority from the foregoing;

the unregistered trade marks listed in Schedule 3; the date of the Main Agreement; and

value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

Know How

Loss

Main Agreement

Patents

Trade Marks
Transfer Date
VAT

- 1.2 References to statutes or statutory provisions shall be construed to include references to those statutes or provisions as amended or re-enacted (whether with or without modification) from time to time or as their application is modified by other provisions (whether before or after the date of this Deed) and shall include any statute or provision of which they are re-enactments (whether with or without modification) and shall also include any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision.
- 1.3 The headings in this Deed are for ease of reference only and shall not in any way affect its construction or interpretation.
- 1.4 Reference to a party to this Deed shall include its personal representatives, successors in title and permitted assigns.
- 1.5 The Schedule forms part of this Deed and shall be construed and have the same full force and effect as if expressly set out in the main body of this Deed.
- 1.6 Unless expressly stated to the contrary in this Deed.
 - 1.6.1 words denoting the singular include the plural and vice versa, words denoting any one gender include all genders and vice versa, and references to persons include individuals, partnerships, bodies corporate and unincorporated associations;
 - 1.6.2 a reference to a recital, clause or Schedule is a reference to a recital or clause of or Schedule to this Deed and a reference to a sub-clause is a reference to a sub-clause of the relevant clause of this Deed;
 - 1.6.3 the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

2 ASSIGNMENT

Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Assignor expressly acknowledges), the Assignor (acting by the Administrators) hereby assigns to the Assignce such right, title and interest as it may have in and to the Intellectual Property, including:

- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the patent applications comprised therein;
- 2.1.2 all goodwill attaching to the unregistered trade marks and in respect of the Business relating to the goods or services in respect of which such trade marks are or have been used; and
- 2.1.3 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 Intellectual Property whether occurring before, on, or after the date of this Deed.

3 THE ADMINISTRATORS

3.1 The Administrators are agents of the Assignor and have been acting in that capacity in the negotiation, preparation and implementation of this Deed,

- 3.2 The Administrators and their staff, employees, advisers and agents shall have no liability whatsoever under this Deed or any other deed, instrument or document entered into pursuant to it and any liability to which the Administrators or their staff, employees, advisers and agents would otherwise be subject (whether in contract, tort or otherwise) is expressly excluded.
- 3.3 The Administrators are party to this Deed in their personal capacities only for the purpose of receiving the benefit of the exclusions, limitations, undertakings, covenants and indemnities in their favour contained in this Deed.

4 WAIVER

Any failure to exercise or delay by a party in exercising a right or remedy arising in connection with this Deed or by law shall not constitute a waiver of such right or remedy or of any other rights or remedies. No waiver shall be effective unless in writing and signed by the relevant party or on his behalf by a duly authorised representative. A waiver of a right or remedy on one occasion shall not constitute a waiver of the same right or remedy in the future.

5 VARIATION

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

6 SEVERANCE

If any one or more provisions of this Deed shall be declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this Deed shall not as a result in any way be affected or impaired. However, if any provisions of this Deed shall be adjudged to be void or ineffective but would be adjudged to be valid and effective if part of the wording were deleted or the scope or periods reduced, they shall apply with such modifications as may be necessary to make them valid and effective while adhering as closely as possible to the original intent, period and scope of the provisions and the parties hereby undertake to make such modifications.

7 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed by one or more of the parties hereto shall constitute an original but all of which, when dated with the same date, shall constitute one and the same agreement.

8 THIRD PARTY RIGHTS

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

9 GOVERNING LAW AND JURISDICTION

This Deed and any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Deed shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the Courts of England and Wales for the determination of all disputes or claims (including non-contractual disputes or claims) which may arise out of or in connection with this Deed.

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SCHEDULE 1: THE PATENTS

1. Microcellular Polymers patent No PCT/GB99/04076:

| Case Ref. | Official No. | Title | Case | Country |
|---------------|--------------|--|----------|-------------|
| | | | Status | |
| 1285742PE/AT | EP1183328 | Microcellular Polymers as Cell | Granted | Austria |
| | ŀ | Growth Media and Novel | | |
| | | Polymers | | |
| 1285742PE/CH | EP1183328 | Microcellular Polymers as Cell | Granted | Switzerland |
| | | Growth Media and Novel | | |
| | | Polymers | | |
| 1285742PE/DE | 699 44 341.5 | | Granted | Germany |
| j | | Growth Media and Novel | l | |
| 420000 | | Polymers | | |
| 1285742PE/DK | EP1183328 | Microcellular Polymers as Cell | Granted | Denmark |
| j | | Growth Media and Novel | ł | |
| 12012122 | | Polymers | | |
| 1285742PE/ES | ES 2392817 | Microcellular Polymers as Cell | Granted | Spain |
| | Т3 | Growth Media and Novel | | · · |
| 1285742PE/FI | EP1183328 | Polymers | | |
| 1203/42PE/F1 | EP1183328 | Microcellular Polymers as Cell | Granted | Finland |
| | | Growth Media and Novel | | |
| 1285742PE/FR | EP1183328 | Polymers Microcellular Polymers as Cell | <u> </u> | |
| 12057421131 K | Li 1183328 | Growth Media and Novel | Granted | France |
| | Ĭ | Polymers | | |
| 1285742PE/GB | EP1183328 | Microcellular Polymers as Cell | Granted | United |
| | 211105020 | Growth Media and Novel | Grained | Kingdom |
| | | Polymers | | reingdom |
| 1285742PE/GR | EP1183328 | Microcellular Polymers as Cell | Granted | Greece |
| | | Growth Media and Novel | | 310000 |
| | | Polymers | | |
| 1285742PE/IE | EP1183328 | Microcellular Polymers as Cell | Granted | Ireland |
| | | Growth Media and Novel | | |
| | | Polymers | 1 | |
| 1285742PE/IT | EP1183328 | Microcellular Polymers as Cell | Granted | Italy |
| | | Growth Media and Novel | ł | ļ |
| | | Polymers | | |
| 1285742PE/LU | EP1183328 | The state of the s | Granted | Luxembourg |
| | ļ | Growth Media and Novel | | |
| 100#810==== | | Polymers | | |
| 1285742PE/PT | | | Granted | Portugal |
| | | Growth Media and Novel | 1 | ł |
| | | Polymers | | |

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| 1285742PE/SE | EP1183328 | Microcellular Polymers as Cell Growth Media and Novel Polymers | Granted | Sweden |
|--------------|----------------|--|---------------|------------------------|
| 1285742PP/EP | EP1183328 | Microcellular Polymers as Cell Growth Media and Novel Polymers | EP Granted | European Patent Office |
| 1285742PP/JP | WO 00/34454 | Microcellular Polymers as Cell Growth Media and Novel Polymers | Pending | Japan |

2. Intensified and miniaturised gasification with multiple air injection and catalytic bed Patent No: WO/2005/047435 & PCT/GB2004/004651:

| Case Ref. | Official No. | Title | Case Status | Country |
|---------------|--------------|--------------|----------------|--------------|
| 1285880P/HK | 1090387 | Gasification | | |
| 1285880P/PH1 | 1-2009- | Gasification | Pending | |
| 1200000777111 | 500241 | Gasingation | Granted | Philippines |
| 1285880P/US1 | 13/563,454 | Gasification | | |
| 120300017031 | 13/303,434 | Gasification | Pending | United |
| | | | | States of |
| 1285880PP/AU | 200 1000015 | | | America |
| | | Gasification | Granted | Australia |
| 1285880PP/BR | WO | Gasification | Pending | Brazil |
| | 2005/047435 | | | |
| 1285880PP/CN | CN | Gasification | Pending | China |
| | 1954055A | | | |
| 1285880PP/EA | 009349 | Gasification | Granted | Eurasian |
| | | | 1 | Patent |
| | |] | | Organization |
| 1285880PP/EP | EP1687390 | Gasification | Pending | European |
| | | | | Patent |
| | | | | Office |
| 1285880PP/IN | WO | Gasification | Pending | India |
| | 2005/047435 | | Chaing | mula |
| 1285880PP/JP | 4781274 | Gasification | Granted | Japan |
| 1285880PP/PH | WO | Gasification | | . 7 |
| | 2005/047435 | Vasinousion | rending | Philippines |
| 1285880PP/SG | 122245 | Gasification | | |
| 1285880PP/US | 8,252,072 | Gasification | | Singapore |
| -200001705 | 0,232,072 | Casification | | United |
| İ | } | | | States of |
| 1285880PP/ZA | 2006/04/06 | | | America |
| | 2006/04498 | Gasification | Granted | South Africa |
| 1337491P/AU1 | 2009251077 | Gasification | Granted | Australia |
| 1 | 2011- | Gasification | Pending . | apan |
| | 085626 | | | - |

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3. Oil Water Separation patent no EP1307402:

| Invention | COUNTRY | CLIENT | APPLICATION | GRANT NO | STATUS | HGF REF. |
|-------------------------|------------|--------|---------------------|-----------|------------|------------|
| | APPLICANT | REF. | NO | GRANT | RENEWAL | EXPIRY |
| | | | APPLICATION DATE | DATE | DATE | DATE |
| Oil/water separation | Europe | 200024 | 01954123.4 | EP130740 | Granted | P045140 |
| sepai atton | The | 91 | 30/Jul/2001 | 2 | | P |
| | University | | | 02/May/20 | | - |
| | of | | | 12 | | |
| | Newcastle | | | | İ | |
| Oil/water separation | France | 200024 | EP137402 | EP137402 | Granted | P045140 |
| scpai atton | The | 91 | 30/Jul/2001 | 02/May/20 | 30/Jul/201 | R |
| | University | | | 12 | 3 | 30/Jul/20 |
| | of | | | 1 | | 1 |
| | Newcastle | | | | l | - |
| Oil/water separation | United | 200024 | 01954123.4 | EP130740 | Granted | P0451400 |
| | Kingdom | 91 | 30/Jul/2001 | 2 | 30/Jul/201 | В |
| | The | | ĺ | 02/May/20 | 3 | 30/Jul/202 |
| | University | | | 12 | | 1 |
| | of | | | İ | | • |
| | Newcastle | l | 1 | İ | | |
| lil/water eparation | Japan | 200024 | 2002-516209 | 5224629 | Granted | P045140J |
| -Paration | The | 91 | 30/Jul/2001 | 22/Mar/20 | 22/Mar/20 | 30/Jul/202 |
| | University | | İ | 13 | 16 | 1 |
| | of | | | 1 | | • |
| | Newcastle | | | 1 | | |
| il/water paration | USA | | 10/333,769 | 7,780,854 | Granted | P045140U |
| | The | | 30/Jul/2001 | 24/Aug/20 | 24/Feb/20 | S |
| | University | j | | 10 | 14 | 30/Jul/202 |
| | of | | | | | 1 |
| | Newcastle | } | | | | 1 |
| /water paration | USA | | 12/862,090 | 8,177,985 | Granted | P045140U |
| | The | ļ | 30/Jul/2001 | 15/May/20 | 15/Nov/20 | S1 |
| | University | - 1 | | 12 | 15 | 30/Jul/202 |
| | of | | | | | 1 |
| | Newcastle | ļ | | - 1 | | • |

4. Method and apparatus for processing flowable materials and microporous polymers - application number WO 2004/004880

Patent No WO 2004/004880 (and all applications and designations thereunder or therefrom)

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MA.1628.0001\5538358v3

SCHEDULE 2: THE KNOW HOW

All know how owned by the Seller that was contained within Escrow Agreement 48512 held by NCC Group Escrow Limited and referred to in the letter dated 26 November 2013 from NCC Group Escrow Limited to John Sulley of Touchgold Limited.

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MA.1628.0001\5538358v3

SCHEDULE 3: THE TRADE MARKS

1

Unregistered Trade Marks





Executed as a deed and delivered on the date set out at the beginning of this document.

EXECUTED as a DEED by ITI)
ENERGY LIMITED (IN)
ADMINISTRATION) acting by)
MICHAEL JAMES WELLARD, one)
of its joint administrators, as agent and)
without personal liability in the presence
of:

...... Administrator

EXECUTED as a DEED for and on) behalf of the ADMINISTRATORS by) MICHAEL JAMES WELLARD)

...... Administrator

EXECUTED as a DEED by)
WARWICK ENERGY IP LIMITED)
acting by a director in the presence of:)



to Mendrost

JOHN WORDSWORTH
SI STAPLETON RUAD,
BUDE,
CORNWALL,
EX23 8TS
TECHNICAL DIRECTOR

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