

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3175411

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JOHN HAMMOND	10/31/2012
RECEIVING PARTY DATA		
Name:	PRECAST ADVANCED TRACK LIMITED	
Street Address:	127 KING STREET	
City:	KNUTSFORD	
State/Country:	UNITED KINGDOM	
Postal Code:	WA16 6EF	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13557278
CORRESPONDENCE DATA		
Fax Number:	(317)223-0229	
<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:	3176845229	
Email:	gjones@boselaw.com	
Correspondent Name:	GINA S. JONES	
Address Line 1:	111 MONUMENT CIRCLE	
Address Line 2:	SUITE 2700	
Address Line 4:	INDIANAPOLIS, INDIANA 46204	
ATTORNEY DOCKET NUMBER:	17695-0010	
NAME OF SUBMITTER:	GINA S. JONES	
SIGNATURE:	/Gina S. Jones/	
DATE SIGNED:	01/08/2015	
Total Attachments: 8		
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THIS ASSIGNMENT is dated

31st October

2012

PARTIES

- (1) **JOHN HAMMOND** of Meadow Cottage, Hatton Farm, Hatton, Warwick, CV35 7EY (Assignor).
- (2) **PRECAST ADVANCED TRACK LIMITED** incorporated and registered in England and Wales with company number 8192137 whose registered office is at Union Bank, 127 King Street, Knutsford, Cheshire, WA16 6EF (Assignee).

BACKGROUND

- (A) The Assignor is the proprietor of the Patents, Technology and Know How (as defined below).
- (B) Pursuant to an agreement between (1) the Assignee and (2) the Assignor relating to a joint venture between the Assignee and the Assignor it was agreed that the Technology, Know How and Patents should be transferred by the Assignor to the Assignee for the consideration set out below and on the terms and subject to the conditions set out in this Assignment.

AGREED TERMS

1. INTERPRETATION

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

"Business Day": a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Joint Venture Agreement": a joint venture agreement relating to the entire business and assets of the Assignee of even date between the Assignor and the Assignee.

"Know How": any industrial information and technique that is required to put into effect the patented technology to which this assignment relates and/or is likely to assist in the manufacture or processing of this type of technology for sectors including but not limited to light rail, high-speed rail, very high-speed rail, heavy rail and guided bus routes.

"Patents": the patents and/or patent applications (and all patents or applications claiming priority from the same), short particulars of which are set out in the Schedule.

"Technology": the modular slab system for transport infrastructure construction designed to increase build speeds, reduce costs and reduce maintenance in a number of sectors including metro rail, light rail, heavy rail, guided bus routes, roads

high-speed rail, very high-speed rail and the like which the parties intend to exploit through the Joint Venture Agreement.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.3 The schedule forms 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 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 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 **Writing or written** includes faxes and email.
- 1.9 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, description, definition, phrase or term preceding those terms.
- 1.10 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**

Pursuant to and for the consideration set out in the Joint Venture Agreement (the receipt and sufficiency of which the Assignor expressly acknowledges), the Assignor hereby assigns with full title guarantee to the Assignee absolutely all its right, title and interest in and to the Technology, Know How and Patents, and in and to all and any inventions disclosed in the Patents, including:

- (a) in respect of any and each application in the Patents:
 - (i) the right to claim priority from and to prosecute and obtain grant of patent; and

- (ii) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- (b) 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;
- (c) the right to extend to or register in, or in respect of, any country or territory in the world each and any of the Patents, and each and any of the applications 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;
- (d) the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
- (e) 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 Patents or any patents granted on any of the applications comprised in the Patents or filed as aforesaid, whether occurring before, on or after the date of this assignment.

3. FURTHER ASSURANCE

3.1 The Assignor hereby agrees that at the Assignee's request:

- (a) it will, and shall use all reasonable endeavours to procure that any necessary third party will execute all further documents and do all such further acts and things as the Assignee may reasonably request from time to time to vest in the Assignee the rights hereunder assigned under this Assignment; and
- (b) in the event that the validity, confidentiality, substantiality or ownership of any of the Technology, Know How or Patents is challenged on any point upon which the Assignor has advice or has or can reasonably procure information which may assist in meeting and defeating or reducing the effect of such challenge, the Assignor agrees (at the reasonable cost of the Assignee) to promptly supply such advice and/or supply or procure the supply of such information without unreasonable delay.

4. WAIVER

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 preclude or restrict the further exercise of that or any other right or remedy. No

single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

5. ENTIRE AGREEMENT

- 5.1 This agreement and the Joint Venture Agreement constitute the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 5.2 Each party acknowledges that, in entering into this agreement, 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 agreement.
- 5.3 Nothing in this clause shall limit or exclude any liability for fraud.

6. VARIATION

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

7. SEVERANCE

- 7.1 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.
- 7.2 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.

8. COUNTERPARTS

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

9. THIRD PARTY RIGHTS

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

10. NOTICES

10.1 Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

- (a) Assignor: John Hammond of Meadow Cottage, Hatton Farm, Hatton, Warwick, CV35 7EY;
- (b) Assignee: Michael Harper for and on behalf of Precast Advanced Track Limited at Union Bank, 127 King Street, Knutsford, Cheshire, WA16 6EF;

or as otherwise specified by the relevant party by notice in writing to each other party.

10.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed
- (d) if sent by email, if sent to the email address notified by each party to the other and no notice of non-receipt or other failed transmission has been received by the sender.

10.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11. GENERAL

11.1 If in any country the execution after the date of this Assignment of a confirmatory assignment or other document of the Patents in that country would be ineffective or invalid by reason of the transfer effected by this Assignment, then this Assignment shall be deemed to be an agreement to assign, and not an assignment of the Patents in that country.

11.2 Where any confirmatory assignment or other document required for the recordal of the assignment of the Patents in any country requires the consideration payable for the individual Patents applicable to that country to be stated, then unless the parties agree otherwise the consideration shall be such fraction of the consideration stated above as is represented by the number of Patents to be transferred in that country over the total number of Patents transferred by this Assignment.

12. GOVERNING LAW AND JURISDICTION

This Assignment 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 England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

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

Schedule

The Patents

Publication no	Application no	Date filed	Date Granted	Date of Publication	A Title
20477319	1001492.6	29/1/10		03/08/2011	Modular slab and modular surface system
WO2011/092 470	PCT/GB2011/ 000107	27/1/11		4/8/11	Modular slab and modular surface system

Signed by JOHN HAMMOND, in the
presence of:

Clive F. Rumbold
Signature of Witness

John Hammond
John Hammond

CLIVE F. RUMBOLD

Name

COTTAGE, ELM, PINLEY GREEN, CLAYDON, WILLOW CV35 8LX

Address

CITIZENRY ACCOUNTANT

Occupation of witness

Signed by PRECAST ADVANCED
TRACK LIMITED acting by

a director, in the presence of:

AMANDA SWEETMAN

[Signature]
Director

Signature of Witness

A. Sweetman

Name

AMANDA SWEETMAN

Address

2 MALCOLM AVENUE, WARRINGTON WA2 8EF

Occupation of witness

H.R. MANAGER