

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3292176

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	STERITROX LIMITED	04/09/2014
RECEIVING PARTY DATA		
Name:	THE DOW CHEMICAL COMPANY	
Street Address:	2030 DOW CENTER	
City:	MIDLAND	
State/Country:	MICHIGAN	
Postal Code:	48674	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14642994
CORRESPONDENCE DATA		
Fax Number:	(512)610-3456	
<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:	512-610-3410	
Email:	ngarwood@conleyrose.com	
Correspondent Name:	CONLEY ROSE, P.C.	
Address Line 1:	13413 GALLERIA CIRCLE	
Address Line 2:	SUITE 100	
Address Line 4:	AUSTIN, TEXAS 78738	
ATTORNEY DOCKET NUMBER:	2135-04401	
NAME OF SUBMITTER:	MARK E. SCOTT	
SIGNATURE:	/mescott/	
DATE SIGNED:	04/01/2015	
Total Attachments: 15		
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A 1969298

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

March 25, 2015

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
JANUARY 12, 2015.

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office



P. R. GRANT
Certifying Officer

PATENT
REEL: 035308 FRAME: 0015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3178928

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STERITROX LIMITED	04/09/2014
RECEIVING PARTY DATA	
Name:	THE DOW CHEMICAL COMPANY
Street Address:	2030 DOW CENTER
City:	MIDLAND
State/Country:	MICHIGAN
Postal Code:	48674
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	29357971
Application Number:	10578605
Application Number:	10895888
Application Number:	13256066
Application Number:	13394581
Application Number:	13394607
Application Number:	13321589
CORRESPONDENCE DATA	
Fax Number:	(989)636-3237
<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:	989-636-7934
Email:	kswertz@dow.com
Correspondent Name:	KATHY WERTZ
Address Line 1:	2040 DOW CENTER
Address Line 4:	MIDLAND, MICHIGAN 48674
ATTORNEY DOCKET NUMBER:	STERITROX CASES
NAME OF SUBMITTER:	KATHY WERTZ
SIGNATURE:	/Kathy Wertz/
DATE SIGNED:	01/12/2015

Total Attachments: 12

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DATED 9 April 2014

STERITROX LIMITED (IN ADMINISTRATION) (1)

PAUL DAVID MASTERS and CONRAD ALAN BEIGHTON (2)

and

THE DOW CHEMICAL COMPANY (3)

**DEED OF ASSIGNMENT OF INTELLECTUAL
PROPERTY**

For Steritrox Limited (In Administration)

Squire Sanders (UK) LLP
Rutland House
148 Edmund Street
Birmingham
B3 2JR
United Kingdom
DX 708610 Birmingham 17

O +44 121 222 3000
F +44 121 222 3001

Reference SPG/GLP/STE.474-0001
912951831

**DATE OF DEED OF ASSIGNMENT OF INTELLECTUAL
PROPERTY**

9 April 2014

PARTIES

- (1) **STERITROX LIMITED** (In administration) (Company number 04884915) whose registered office is at The Old Stables Upper End, Birlingham, Pershore, Worcestershire WR10 3AA ("**Assignor**") acting by the Administrators;
- (2) **PAUL DAVID MASTERS** and **CONRAD ALAN BEIGHTON** both of Leonard Curtis Recovery Limited, Bamfords Trust House, 85-89 Colmore Row, Birmingham B3 2BB the joint administrators of the Assignor ("**Administrators**"); and
- (3) **THE DOW CHEMICAL COMPANY** (Federal Tax ID number 38-1285128) whose registered office is at 100 Independence Mall West, Philadelphia, Pennsylvania 19106 ("**Buyer**").

INTRODUCTION

- A The definitions adopted in clause 1 apply to this introduction.
- B On 10 March 2014 the Administrators were appointed the joint administrators of the Assignor by the directors of the Assignor by a notice of appointment endorsed in the Chancery Division of the High Court Birmingham District Registry under action number 8111 of 2014.
- C The Assignor has agreed to assign and the Assignee has agreed to take an assignment of whatever right, title or interest the Assignor may have in the Intellectual Property subject to the following terms and conditions.

THIS DEED WITNESSES THAT:

1 DEFINITIONS

- 1.1 In this Agreement, unless the context otherwise requires the following terms have the following meanings:

"Asset Sale Agreement" means the asset sale agreement of even date herewith made between the Parties for the disposal of certain of the Assignor's assets to the Assignee.

"Business" means the Assignor's business of researching and designing technologies for use in whole room decontamination.

"Completion" has the meaning given in the Asset Sale Agreement.

"Intellectual Property" means all current and prospective customer information including, identity, lead contact details, proposals, forecasts, quotes, contracts, patterns, drawings, product names, intellectual property and design rights including (without limitation) trademarks or trade names (including internet domain names and email address names) and the goodwill in the same, all websites and all similar rights (whether registered or not), all patents, patent applications, rights to inventions (whether patentable or not) registered designs, database rights, copyright, letters

patent, service marks, business names, trade secrets, confidential information, software, know-how, all rights in any test data (including the Test Data), in each case for the full term of such rights including all extensions and renewals and including all accrued causes of action relating to them and rights to enforce obligations of confidence and any other intellectual property rights (in each case whether registered or unregistered) owned legally or beneficially by or used by the Seller in the Business as at Completion and any Personal Data (as defined in the Asset Sale Agreement) relating to the foregoing of which the Seller is Data Controller (as defined in the Asset Sale Agreement) at the Completion but only insofar as they can lawfully be assigned without infringing the rights of any third party or breaching any obligation to any third party or breaching any statutory obligation and including without limitation the items specified in Schedule 1..

"Liabilities" means all and any actions, proceedings, claims, demands, legal and other costs, expenses, penalties and liabilities including consequential losses whatsoever brought against or incurred directly or indirectly by the Assignor and the Administrators or any of them.

"Parties" means the parties to this deed of assignment.

"Test Data" means all data generated by or on behalf of the Assignor relating to MDX equipment.

1.2 In interpreting this deed:

- (a) the headings used in this agreement are for convenience only and shall not affect its interpretation;
- (b) where any agreement, obligation, covenant, warranty, undertaking or representation is expressed to be made, undertaken or given by two or more persons they shall be jointly and severally responsible in respect of such matter;
- (c) reference to "a person" shall be construed so as to include any individual, firm, company or partnership (whether or not having a separate legal personality and whether incorporated or not);
- (d) references to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended;
- (e) words incorporating the masculine gender only shall include the feminine and neuter genders and words incorporating the singular number only include the plural and vice versa;
- (f) references to "the Administrators" shall include the successors to the Administrators in office at the date of this deed and any subsequently appointed administrators or liquidators of the Assignor whether so appointed in addition to or in substitution of the present Administrators;
- (g) including means "including without limitation" (with related words being construed accordingly), in particular means "in particular but without limitation" and other general words shall not be given a restrictive

interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things; and

- (h) writing shall include any modes of reproducing words in a legible and non-transitory form.

2 ASSIGNMENT

- 2.1 In consideration of the execution of the Asset Sale Agreement by the Assignee the Assignor hereby irrevocably assigns to Assignee all legal and beneficial interest as the Assignor may have in the Intellectual Property together with all rights of action that may have accrued in respect of any and all of the rights assigned hereunder including without limitation:
 - (a) the right to claim priority from and to prosecute and obtain grant of patent from any applications that are assigned hereunder;
 - (b) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
 - (c) in respect of each and any invention rights in which are assigned hereunder, 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;
 - (d) the right to extend to or register in or in respect of any country or territory in the world each and any patent or patent application assigned hereunder, 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; 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 such patents or applications, whether occurring before on or after the date of this agreement
- 2.2 The assignment contained in this Deed shall be subject always to the provisions of the Asset Sale Agreement.

3 FURTHER ASSURANCE

- 3.1 The Assignor and the Administrators (but only so long as they retain their office in relation to the Assignor and provided that all and any personal liability of the Administrators is expressly excluded) shall at the Assignee's request and expense on a full indemnity basis:
 - (a) permit and enable the Assignee to apply for, and (if required) consent to the registration of, and otherwise take all reasonable steps to assist the Assignee in applying for and obtaining registered protection in respect of, any Intellectual Property assigned hereunder anywhere in the world, and
 - (b) at the request and cost of the Assignee execute such documents and do all such acts and things as may be reasonably necessary for the purpose of Clause 3.1(a) and for perfecting the assignment in Clause 2.1.

4 FURTHER CONFIRMATORY ASSIGNMENT

- 4.1 If in any country the execution hereafter of a confirmatory assignment (or similar document) would be ineffective or invalid by reason of the transfer effected by this Agreement, then this Agreement should be deemed to be an agreement to assign, and not an assignment of such remaining intellectual property rights in that country.

5 ADMINISTRATORS' EXCLUSION OF PERSONAL LIABILITY

- 5.1 The Parties acknowledge and agree that the Administrators are acting only as agents of the Assignor and that notwithstanding that this agreement shall have been signed by the Administrators on behalf of the Assignor it is expressly agreed and declared that:

- (a) no personal liability under or in connection with this agreement shall fall on the Administrators or their company, directors or employees and the Assignee shall indemnify the Administrators on a full indemnity basis against all and any Liabilities under or in connection with this agreement in so far as such liabilities relate to the period, or occur, after the date hereof;
- (b) the Administrators are party to this agreement in their personal capacities only for the purpose of receiving the benefit of this sub-clause and the exclusions, limitations, undertakings, covenants and indemnities in their favour in this agreement;
- (c) the Assignee hereby waives any claim in tort as well as under contract against the Administrators; and
- (d) no sums due from the Administrators (if any) or the Assignor (if any) by reason directly or indirectly of the terms of this agreement shall be charged or payable as an expense or remuneration of the Administrators, or otherwise as mentioned in paragraphs 99(3) and 99(4) of Schedule B1 of the Insolvency Act 1986, but shall only rank as an unsecured claim against the Assignor.

6 EXCLUSION OF THIRD PARTY RIGHTS

- 6.1 This agreement does not create any right enforceable by a person not party to it and a person who is not a party to this assignment except a permitted successor in title to a party or assignee of their rights in respect of the Intellectual Property or any part of them shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

7 COSTS

- 7.1 Except as expressly provided elsewhere in this agreement each Party shall pay their own costs, charges and expenses incurred in the preparation of this agreement.
- 7.2 The Assignee shall pay all and any stamp duty payable in respect of this deed and any other document entered into or executed with or pursuant to the terms of this deed.

8 GOVERNING LAW AND JURISDICTION

- 8.1 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.
- 8.2 The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this assignment or its subject matter or formation (including non-contractual disputes or claims).

9 COUNTERPARTS

This deed may be executed in any number of counterparts, and by the Parties on separate counterparts, each of which when so executed and delivered shall constitute an original but all the counterparts shall together constitute one and the same instrument.

AS WITNESS whereof this deed has been entered into on the date stated at the beginning of it.

SCHEDULE 1

Intellectual Property

Patents

EP2432508A1

EP 1500404B1

W02010103287A1

EP2405948A1

W02011027135A2

W02011027136A1

GB2483652A

GB201113840D0

GB201019389D0

GB 2 404 152

GB 2 407 752

and the patents and patent applications referred to in the document marked as Appendix 1 (Steritrox patent status November 2013).

Trade Marks

CTM for MEDITROX as a stylised word no. 008316846.

Chinese trade mark for MEDITROX no. 1149844.

UK trade mark for RADICAL no. 2482512.

UK trade mark for STERITROX no. 2458551

Design

UK design registration no. 1166763.

Know How

Know-how related to the application of the technologies, as practiced by Steritrox and as foreseen, including, but not limited to:

knowledge on the needs of customers and potential customers in regard to cleaning and sanitization, their current processes and procedures, their alternatives, and their decision-making.

knowledge on the selection of components to practice the Steritrox technologies, their acquisition, manufacturing, installation and maintenance and all steps that are necessary to implement such systems.

knowledge on technologies and procedures that are competitive to Steritrox technologies.

knowledge on regulations and requirements to practice Steritrox technologies.

knowledge on the value of Steritrox technologies and on pricing options.

Knowledge related to equipment for cleaning and sanitisation of spaces using ozone.

The foregoing list of intellectual property is not exhaustive but meant to be illustrative.



IP Status
November 2013

PATENT

2012-578443	10-2012-0059613	Launch Tube Design	JP		Awaiting Examination	Examination request filed on 5-29-2013
TD-2012-7008830	10-2012-0059613	A sterilization and decontamination device	JP		Pending	
33/98-607	US-2012-0270880	Launch Tube Design	US		Published	Pending
GB0108642	GB4170415	A sterilization and decontamination device	GB	27/05/2009	Awaiting First Examination	
PCT/GB2010/001097		Detachable Control Panel	PCT	19/05/2010	Inactive	gone national
2010080336343	CN102455486	Detachable Control Panel	CN	19/05/2010	Under examination	Latest report of technical reference published on 13 Mar 2014
1072748.0	EP2432508	A sterilization and decontamination device	EP	19/05/2010	Request for examination	
2012-51338		Detachable Control Panel	P	19/05/2010	Awaiting Examination	Examination request filed on 10 May 2013
10-2011-7030511	10-2012-0724814	A sterilization and decontamination device	US	19/05/2010	Pending	
13/211509	US-2012-0059702	Detachable Control Panel	US	19/05/2010	Under examination	Response to Office Action filed October 2013. Pending
GB1019580-4	GB485546	Catalyst for use in sterilization and/or decontamination process	GB	17/11/2010	Awaiting First Examination	
PCT/GB2011/001023		New Cat Technology Patent (Chantl)	PCT	17/11/2011	Inactive	gone national
11808243.7	EP1640510	Doone Decomposition Catalyst for use in sterilization and/or decontamination process	EP	17/11/2011	Request for examination was made	
GB1015296-5	GB7483652	Improvements in and relating to sterilization and/or decontamination	GB	14/09/2010	Awaiting First Examination	
GB1113640.1	GB7493549	Process and device for sterilization and decontamination for an environment	GB	13/09/2011	Awaiting First Examination	
PCT/GB2011/001039		Sulphur ozone removal device	PCT	08/08/2012	Abandoned	
Trade Marks						
	2467339	Boone Inc.	GB	31/09/2007	Granted / Registered	
	2482513	ROO-CAL	GB	14/02/2008	Granted / Registered	
	2451531	ROO-CAL	GB	21/09/2007	Inactive / Refused	
	8318846	MEETROX	CHW(EU)	22/05/2009	Granted / Registered	

Applications in RED are given as example filings as part of the due diligence pack. Other filings not provided contain the same content and wording. Where there is variation in wording between applications of the same family, additional examples are provided.

AS WITNESS whereof this Deed of Assignment of Intellectual Property for Steritrox Limited (in Administration) has been entered into on the date stated at the beginning of it.

SIGNED by STERITROX LIMITED (in administration) by PAUL DAVID MASTERS its administrator, pursuant to powers conferred under the Insolvency Act 1986 as agent and without personal liability in the presence of:



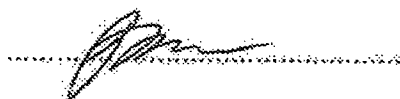
Witness



Signature
Name
Occupation
Address

DAVID GRIFFITHS
SENIOR MANAGER
85-89 COLMORE ROW, BIRMINGHAM

SIGNED by PAUL DAVID MASTERS for and on behalf of the Administrators in the presence of:



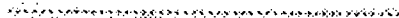
Witness



Signature
Name
Occupation
Address

DAVID GRIFFITHS
SENIOR MANAGER
85-89 COLMORE ROW, BIRMINGHAM

SIGNED by
for and on behalf of the Assignee in the presence of:



Witness

Signature
Name
Occupation
Address

AS WITNESS whereof this Deed of Assignment of Intellectual Property for Steritrox Limited (in Administration) has been entered into on the date stated at the beginning of it.

SIGNED by **STERITROX LIMITED** (in administration) by **PAUL DAVID MASTERS** its administrator, pursuant to powers conferred under the Insolvency Act 1986 as agent and without personal liability in the presence of:

Witness

Signature :
Name :
Occupation :
Address :

SIGNED by **PAUL DAVID MASTERS** for and on behalf of the Administrators in the presence of:

Witness

Signature :
Name :
Occupation :
Address :

SIGNED by **NEIL CARR** for and on behalf of the Assignee in the presence of:



Witness

Signature :
Name :
Occupation :
Address :

J. J. Catanzarite
: *J. J. Catanzarite*
: **ATTORNEY**
: **100 INDEPENDENCE MALL W**
PHILADELPHIA PA 19106

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