

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3394407

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/12/2013

CONVEYING PARTY DATA

Name	Execution Date
DERMOT FRANCIS O'MALLEY	06/12/2015

RECEIVING PARTY DATA

Name:	ELEMENT SIX LIMITED
Street Address:	SHANNON AIRPORT
City:	COUNTY CLARE
State/Country:	IRELAND

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	29442924
Application Number:	29463105
Application Number:	29463108

CORRESPONDENCE DATA

Fax Number: (404)541-4638

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: 404-815-6500

Email: lkimsey@kilpatricktownsend.com

Correspondent Name: KILPATRICK TOWNSEND & STOCKTON LLP

Address Line 1: 1100 PEACHTREE STREET, SUITE 2800

Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	58116-878892
NAME OF SUBMITTER:	LUCY KIMSEY
SIGNATURE:	/Lucy Kimsey/
DATE SIGNED:	06/12/2015

Total Attachments: 3source=Assignment_OMalley_to_E6_Ltd#page1.tif
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ASSIGNMENT

PARTIES:

- (1) **Dermot Francis O'MALLEY** of Element Six Global Innovation Centre, Fermi Avenue, Harwell Campus, Didcot, Oxfordshire, OX11 0QR, United Kingdom (hereinafter "the DESIGNER")
- (2) **ELEMENT SIX LIMITED** a company registered in Ireland under company no. 365394 of Shannon Airport, Co. Clare, Ireland (the "ASSIGNEE")

WHEREAS:

- A. The DESIGNER is a designer of the design ("the DESIGN") which is the subject of the following registered design(s) (hereinafter collectively and severally "the REGISTRATION"):

Country	Design Registration No. and Registration Date	Designers	Title	References
European Community	002254458-0001 registered on 12 June 2013	Dermot Francis O'MALLEY; Mawaja KASONDE and John James BARRY	Drill Bit	DS0007-ED-0
European Community	002254458-0002 registered on 12 June 2013			DS0007-ED-2
European Community	002254458-0003 registered on 12 June 2013			DS0007-ED-3
European Community	002254458-0004 registered on 12 June 2013			DS0007-ED-4
European Community	002254458-0005 registered on 12 June 2013			DS0007-ED-5
European Community	002254458-0006 registered on 12 June 2013			DS0007-ED-6
European Community	002254458-0007 registered on 12 June 2013			DS0007-ED-7
European Community	002254458-0008 registered on 12 June 2013			DS0007-ED-8
European Community	002254458-0009 registered on 12 June 2013			DS0007-ED-9
European Community	002254458-0010 registered on 12 June 2013			DS0007-ED-10
European Community	002254458-0011 registered on 12 June 2013			DS0007-ED-11
USA	29/442,924 registered on 13 Jun 2013			DS0007-US-0
USA	29/463,105 registered on 29 July 2013			DS0007-US-2
USA	29/463,108 registered on 30 July 2013	DS0007-US-3		

- B. The DESIGNER's contribution to the DESIGN was made by the DESIGNER during the normal course of the DESIGNER's duties as an employee of the ASSIGNEE, or under a fiduciary duty as a director of the ASSIGNEE, or pursuant to a commission by the ASSIGNEE, and in circumstances such that, as between the DESIGNER and the ASSIGNEE, all the DESIGNER's rights in the DESIGN (including the REGISTRATION) has at all relevant times been taken to belong to the ASSIGNEE, or the ASSIGNEE has been beneficially entitled to the same.
- C. For the avoidance of doubt and so as to confirm the ASSIGNEE's legal title to the same, the parties have agreed to execute this Assignment for the purpose of ensuring that all the DESIGNER's rights in the DESIGN (including the REGISTRATION and all other associated intellectual property rights) are vested in the ASSIGNEE.

IT IS AGREED THAT:

In consideration of the sum of US\$1 (one US dollar) paid by the ASSIGNEE to the DESIGNER, receipt of which is hereby acknowledged:

- 1.1 The DESIGNER confirms the assignment, and as necessary assigns, to the ASSIGNEE, effective as of the date of creation of the DESIGN ("the EFFECTIVE DATE"), and the ASSIGNEE confirms its acceptance of, and as necessary accepts, from the EFFECTIVE DATE, all the DESIGNER's property, right, title, and interest in and to the DESIGN and the REGISTRATION for all relevant states including without limitation:
- (a) the right to apply for and obtain registered designs in respect of the DESIGN in any country in the world;
 - (b) all right title and interest in and to the REGISTRATION and all registered designs which may now or at any time in the future derive or result or claim priority from the same or otherwise relate to the DESIGN, and any other rights in the designs comprised in any of the same (hereinafter collectively and severally "the IP RIGHTS");
 - (c) the benefit of all priority dates;
 - (d) the right to seek and to obtain design registrations in any country in the world in respect of any design deriving from the REGISTRATION or otherwise included in the IP RIGHTS;
 - (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of the DESIGN, the REGISTRATION or any of the IP RIGHTS or of the rights conferred by the publication of any of the same.
- 1.2 The DESIGNER agrees to execute all such documents as may be required to ensure the vesting in the ASSIGNEE of the DESIGN, the REGISTRATION or any of the IP RIGHTS, all at the expense of the ASSIGNEE.
- 1.3 Each PARTY authorises and requests his/her professional representative before any national or regional office to insert an appendix signed and dated by the professional representative detailing the filing date and registration number of any registered design which may now or at any time in the future derive or result or claim priority from the REGISTRATION where needed for effective recordal of any such registration at any national or regional office.
- 1.4 This Assignment shall be governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute relating to this Assignment.

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Signed by the DESIGNER

Signature: D.O. Malley

Name: Dermot Francis O'MALLEY

Date: 12/05/2015

Signed on behalf of the ASSIGNEE:

Company name: ELEMENT SIX LIMITED, Ireland (company no. 365394)

Signature: S.J. Fletcher Ltd

Name: SUZAN JANE FLETCHER LAMB

Position: Assistant Secretary

Date: 11th June 2015