

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3485061

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MIKE MCINNES LIMITED	08/04/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BENENOX LIMITED	
<b>Street Address:</b>	8 WALKER STREET	
<b>City:</b>	EDINBURGH	
<b>State/Country:</b>	SCOTLAND	
<b>Postal Code:</b>	EH3 7LH	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14114649
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	2165791700	
<b>Email:</b>	kwashtington@pearne.com	
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<b>Address Line 1:</b>	1801 E 9TH STREET, STE 1200	
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114	
<b>ATTORNEY DOCKET NUMBER:</b>	MURG-51825	
<b>NAME OF SUBMITTER:</b>	PAUL A. SERBINOWSKI	
<b>SIGNATURE:</b>	/Paul A. Serbinowski/	
<b>DATE SIGNED:</b>	08/17/2015	
<b>Total Attachments: 10</b>		
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ASSIGNATION OF INTELLECTUAL PROPERTY RIGHTS

between

MIKE MCINNES LIMITED

and

BENENOX LIMITED

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### CLAUSE

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**THIS AGREEMENT** is between the following parties:

- (1) MIKE MCINNES LIMITED incorporated and registered in Scotland with company number SC301542 whose registered office is at 57-59 South Clerk Street, Newington, Edinburgh EH8 9PP (**Assignor**).
- (2) BENENOX LIMITED incorporated and registered in Scotland with company number SC474420 whose registered office is at 8 Walker Street, Edinburgh EH3 7LH (**Assignee**).

#### **BACKGROUND**

- (A) The Assignor owns the rights in the Patent Applications (as defined below).
- (B) The Assignor has agreed to assign to the Assignee the rights in the Patent Applications on the terms set out in this agreement.

#### **AGREED TERMS**

##### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this agreement.

##### **1.1 Definitions:**

**Assigned Rights:** the Patent Applications, Registered Patents and all and any of the rights as set out in clause 2.

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

**Patent Applications:** the patents applications short particulars of which are set out in the Schedule.

**Registered Patents:** has the meaning given to that term in clause 2(a).

**VAT:** value added tax chargeable under the Value Added Tax Act 1994.

##### **1.2** Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

##### **1.3** A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

##### **1.4** 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.

- 1.5 References to clauses and the schedule are to the clauses and the Schedule of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes fax but not e-mail.
- 1.12 Any words following the terms **including**, **include**, **in particular**, **for example** 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.

## **2. ASSIGNATION**

The Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the Patent Applications ("**Registered Patents**");
- (b) in respect of any and each Patent Application:
  - (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;
- (c) in respect of each and any invention disclosed in any of the Assigned Rights, the right to file an (additional) 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 of the Assigned Rights, 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 the Assigned Rights, whether occurring before on or after the date of this agreement.

### **3. FURTHER ASSURANCE**

- 3.1 Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.
- 3.2 Each party undertakes that they have the authority to enter into this agreement and to create binding obligations on them under it.

### **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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **5. LIABILITY**

The Assignor excludes all liability to the Assignee, to the fullest extent permissible by law, that may arise in relation to the Assigned Rights after the date of this agreement, whether arising from negligence or otherwise.

### **6. ENTIRE AGREEMENT**

- 6.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 6.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## **7. VARIATION**

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

## **8. SEVERABILITY**

- 8.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

- 8.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **9. NOTICES**

- 9.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number.

- 9.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.



(c) if sent by fax, at 9.00 am on the next Business Day after transmission.

9.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10. GOVERNING LAW

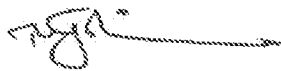
This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

11. JURISDICTION

Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF these presents consisting of this and the previous 4 pages are subscribed as follows:

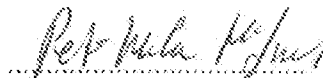
Subscribed for and on behalf of  
Mike McInnes Limited in the  
presence of:



Signature of Witness

MIKE MCINNES

Name of Witness



Director

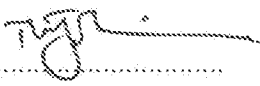
4/08/2015

Date

.....  
NIMMO W.S.  
8 WALKER STREET  
EDINBURGH  
EH3 7LH  
.....

Address of Witness

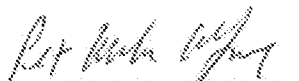
Subscribed for and on behalf of  
Benenox Limited in the presence  
of:

  
Signature of Witness

JOHN NIMMO  
Name of Witness

NIMMO W.S.  
8 WALKER STREET  
EDINBURGH  
EH3 7LH

Address of Witness

  
Director

04/02/2015  
Date

**Schedule      Patent Applications**

<b>Country/ Region</b>	<b>Application No.</b>	<b>Publication No.</b>	<b>Priority Date</b>	<b>Filing Date</b>
Australia				
Canada				
China				
Europe				
UK				
Hong Kong				
India				
Japan				
South Korea				
Mexico				
US	US 14/114649	US 2014-0186457	18 May 2011	16 May 2012
International (PCT)				

