

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3645363

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JACOB DYSON	01/01/2015
RECEIVING PARTY DATA		
Name:	JAKE DYSON LLP	
Street Address:	1 CRAWFORD PASSAGE	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	EC1R 3DP	
Name:	DYSON TECHNOLOGY LIMITED	
Street Address:	TETBURY HILL	
Internal Address:	MALMESBURY	
City:	WILTSHIRE	
State/Country:	UNITED KINGDOM	
Postal Code:	SN16 ORP	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	8052309	
CORRESPONDENCE DATA		
Fax Number:	(617)646-8646	
<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>		
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ATTORNEY DOCKET NUMBER:	D0728.90002US00	
NAME OF SUBMITTER:	RANDY J. PRITZKER	
SIGNATURE:	/RANDY J. PRITZKER/	

DATE SIGNED:	12/07/2015
Total Attachments: 8 source=Assignment Jacob Dyson to Dyson Technology Limited#page1.tif source=Assignment Jacob Dyson to Dyson Technology Limited#page2.tif source=Assignment Jacob Dyson to Dyson Technology Limited#page3.tif source=Assignment Jacob Dyson to Dyson Technology Limited#page4.tif source=Assignment Jacob Dyson to Dyson Technology Limited#page5.tif source=Assignment Jacob Dyson to Dyson Technology Limited#page6.tif source=Assignment Jacob Dyson to Dyson Technology Limited#page7.tif source=Assignment Jacob Dyson to Dyson Technology Limited#page8.tif	

THRINGS

SOLICITORS

DATED

1 January

2015

JAKE DYSON LLP

and

DYSON TECHNOLOGY LIMITED

and

JACOB DYSON

IP ASSIGNMENT

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PATENT
REEL: 037221 FRAME: 0717

This Assignment is made on

1 January

2016

PARTIES

- (1) Jake Dyson LLP, a Limited Liability Partnership (registered no OC361359) whose registered office is at 1 Crawford Passage, London, EC1R 3DP (Assignor);
- (2) Dyson Technology Limited, a private company (registered no 1959090) whose registered office is at Tetbury Hill, Malmesbury, Wiltshire, SN16 0RP (Assignee); and
- (3) Jacob Dyson whose address is at 1 Crawford Passage, London, EC1R 3DP (Jacob Dyson)

BACKGROUND

- (A) The Assignor and Jacob Dyson are between them the registered proprietors of all the Rights (as defined below);
- (B) Where Jacob Dyson is the registered proprietor of any of the Rights, he holds those rights as trustee for the Assignor.
- (C) By the Main Agreement (as defined below), the Assignor has agreed to sell and transfer, and Dyson Exchange Limited has agreed to buy, the Business (comprising the Assets) as a going concern on the terms and conditions set out in the Main Agreement and by virtue of the Main Agreement the Assignor has agreed to assign the Rights to the Assignee.

AGREED TERMS

1. INTERPRETATION

- 1.1 The following words and expressions used in this Assignment shall have the following meanings, unless the context requires otherwise:

Business:

the business of the design, manufacture, marketing, promotion and sale of Products by or on behalf of the Assignor, as carried on at the Effective Time.

Designs:

means the registered designs and applications for registered designs set out in Schedule 1.

Effective Time:

00:01 in London on the date of completion of the Main Agreement.

Intellectual Property:

means patents, rights in inventions, rights in designs, copyrights and moral rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered (and including applications for registration), and all rights or forms of protection having equivalent or similar effect which subsist or will subsist, now or in the future, anywhere in the world.

Know How:

means product technology, specifications, manufacturing techniques and other know how relating to the Products, which are owned by the Assignor and/or Jacob Dyson.

Main Agreement:

means the asset purchase agreement made on or about the date of this Deed of Assignment relating to the business and assets of "Jake Dyson Products".

Patents:

means the patents and patent applications set out in Schedule 2.

Products:

means engineered lighting products.

Rights:

means all Intellectual Property which is used by the Assignor in connection with the Business (other than in connection with the marketing, promotion and sales functions of the Business) and which is owned by the Assignor and/or Jacob Dyson (whether alone or with any other person), including for the avoidance of doubt the Patents, Designs and Know-How.

1.2 In this Assignment, unless the context otherwise requires:

- (a) the headings are inserted for convenience only and shall not affect the construction of the Assignment;
- (b) references to one gender shall include all genders;
- (c) references to the singular shall include the plural and vice versa;
- (d) any words following the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 The Schedules comprise schedules to this Assignment and form part of this Assignment.

2. ASSIGNMENT

2.1 In consideration of the Main Agreement, each of the Assignor and Jacob Dyson hereby assigns to the Assignee absolutely, with full title guarantee, their entire respective right, title and interest in and to the Rights, together with all goodwill and statutory and common law rights attaching to the Rights and including the right to sue for damages and other remedies for infringement or misuse of the Rights which may have occurred prior to the date of this Assignment and to retain those damages.

3. WARRANTIES

3.1 The Assignor hereby warrants as follows:

- (a) Complete and accurate particulars of all registered Rights including applications for such rights are set out in Schedules 1 and 2. All Rights are used exclusively in connection with the Business.
- (b) No party other than the Assignor or Jacob Dyson has any right, title or interest in or to any of the Rights.
- (c) The Rights are valid, subsisting and enforceable, and nothing has been done or not been done as a result of which any of them has ceased or might cease to be valid, subsisting or enforceable. In particular:
 - (i) all application and renewal fees and other steps required for the maintenance or protection of such rights have been paid on time or taken;
 - (ii) all confidential information (including Know-How and trade secrets) owned or used in connection with the Business has been kept confidential and has not been disclosed to third parties (other than parties who have signed written confidentiality undertakings in respect of such information); and
 - (iii) there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of such rights.
- (d) There has been no infringement by any third party of any Rights, nor any third party breach of confidence, passing off or actionable act of unfair competition in relation to the Business and no such infringement, breach of confidence, passing off or actionable act of unfair competition is current or anticipated.
- (e) The execution and performance of this agreement will not result in the termination of, or materially affect, any Rights or of any licences relating to any Rights.

4. FURTHER ASSURANCE

- 4.1 The Assignor and Jacob Dyson shall, at the Assignee's cost, sign all documents and do all things which may be required by law or which the Assignee may reasonably request from time to time (including executing as soon as reasonably practicable after the date of this Assignment all documents which the Assignee may reasonably require to effect the registration or recordal of the assignment of the Rights to the Assignee in any relevant jurisdiction) by way of further assurance of the rights assigned under this Assignment.

5. SEVERABILITY

- 5.1 If any provision of this Assignment is held to be invalid or unenforceable, then the provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Assignment but without invalidating any of the remaining provisions of this Assignment.

6. COUNTERPARTS

- 6.1 This Assignment may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

7. RIGHTS OF THIRD PARTIES

- 7.1 A person who is not a party to this Assignment shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

8. ENTIRE AGREEMENT

- 8.1 This Assignment (together with the documents referred to in it) constitutes the entire agreement between the parties in relation to the assignment of the Rights and supersedes any previous agreement between the parties in respect of the same.

9. GOVERNING LAW AND JURISDICTION

- 9.1 This Assignment and the relationship between the parties shall be governed by, and interpreted in accordance with, English law.
- 9.2 Each of the parties agrees that the courts of England are to have exclusive jurisdiction to settle any disputes (including claims for set off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Assignment or otherwise arising in connection with this Assignment, and for such purposes irrevocably submits to the jurisdiction of the English courts.

IN WITNESS WHEREOF this Assignment has been signed by the authorised representatives of the parties on the day and year first written above.

Signed by a duly authorised signatory for and on behalf of Jake Dyson LLP

.....
SIGNATURE
JAKE DYSON
.....
Print Name

Signed by a duly authorised signatory for and on behalf of Dyson Technology Limited

.....
SIGNATURE
JOHN SHIPSEY
.....
Print Name

Signed by a duly authorised signatory for and on behalf of Jacob Dyson

.....
SIGNATURE
JAKE DYSON
.....
Print Name

SCHEDULE 1

Designs

Country	Title	Owner	Filing Date	Application No.	Registration Date	Registration No.
European Community	LIGHTS	JACOB DYSON	21 August 2006	000580758-0002	21 August 2006	000580758-0002
United States of America	LIGHT	JACOB DYSON	16 February 2007	29/277171	17 June 2008	D571,498
Japan	LIGHT	JACOB DYSON	21 February 2007	2007-004183	11 September 2009	D1371221
European Community	LAMPS	JAKE DYSON LLP	20 September 2011	001294755-0001	20 September 2011	001294755-0001
European Community	LAMPS	JAKE DYSON LLP	20 September 2011	001294755-0002	20 September 2011	001294755-0002
European Community	LAMPS	JACOB DYSON	30 July 2012	001337265-0001	30 July 2012	001337265-0001
European Community	LAMPS	JACOB DYSON	30 July 2012	001337265-0002	30 July 2012	001337265-0002
United States of America	LAMP	JACOB DYSON	21 August 2012	29/430100		
European Community	LIGHT FIXTURES	JAKE DYSON LLP	14 March 2014	002425777-0001	14 March 2014	002425777-0001
European Community	LIGHT FIXTURES	JAKE DYSON LLP	14 March 2014	002425777-0002	14 March 2014	002425777-0002
European Community	LIGHT FIXTURES	JAKE DYSON LLP	14 March 2014	002425777-0003	14 March 2014	002425777-0003
United States of America	Light fixture	JAKE DYSON LLP	15 September 2014	29/502359		
Japan	Light fixture	JAKE DYSON LLP	16 September 2014	2014-020438		
China	LIGHT FIXTURE	JAKE DYSON LLP	12 September 2014	201430337535.9		
Hong Kong	Light fixture	JAKE DYSON LLP	11 September 2014	1401692.3M		
Japan	Light fixture	JAKE DYSON LLP	16 September 2014	2014-020439		
Japan	Light fixture	JAKE DYSON LLP	16 September 2014	2014-020440		

All unregistered designs are taken to be included within this Schedule.

SCHEDULE 2

Patents

Country	Title	Owner	Filing Date	Application No.	Grant Date	Patent No.
China	A light	JACOB DYSON	31 May 2007	200780019615.7	27 April 2011	ZL200780019615.7
Germany	A light	JACOB DYSON	31 May 2007	07733022.3	24 February 2010	2021686
EPO	A light	JACOB DYSON	31 May 2007	07733022.3	24 February 2010	2021686
UK	A light	JACOB DYSON	31 May 2007	07733022.3	24 February 2010	2021686
France	A light	JACOB DYSON	31 May 2007	07733022.3	24 February 2010	2021686
Italy	A light	JACOB DYSON	31 May 2007	07733022.3	24 February 2010	2021686
USA	A light	JACOB DYSON	31 May 2007	12/302514	8 November 2011	8052309
PCT	A light	JACOB DYSON	31 May 2007	PCT/G82007/002006		
USA	A lamp	JACOB DYSON	30 July 2012	13/561489		
UK	Light fixture	JAKE DYSON LLP	14 March 2014	1404624.7		