

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3669571

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PPTEK LIMITED	12/16/2015
RECEIVING PARTY DATA	
Name:	PARKER HANNIFIN MANUFACTURING LIMITED
Street Address:	55 MARYLANDS AVENUE
Internal Address:	HEMEL HEMPSTEAD
City:	HERTS
State/Country:	ENGLAND
Postal Code:	HP2 4SJ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8435329
CORRESPONDENCE DATA	
Fax Number:	(612)573-2005
<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:	(612)573-2000
Email:	narhos@dbclaw.com
Correspondent Name:	PETER FORREST
Address Line 1:	100 S. 5TH STREET, SUITE 2250
Address Line 2:	DICKE, BILLIG & CZAJA, PLLC
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	G1232.104.101
NAME OF SUBMITTER:	PETER FORREST
SIGNATURE:	/Peter Forrest/
DATE SIGNED:	12/22/2015
Total Attachments: 9	
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DATED 16 DECEMBER 2015

ASSIGNMENT OF PATENTS

between

PPTEK LIMITED

and

PARKER HANNIFIN MANUFACTURING LIMITED

THIS AGREEMENT is dated 16 DECEMBER 2015

PARTIES

- (1) **PPTEK LIMITED** (registered in England and Wales No 04047710) whose registered office is at 55 Maylands Avenue, Hemel Hempstead, Herts HP2 4SJ, previously of Orchard Business Park, North End Road, Yapton, West Sussex, BN18 0GA (**Assignor**).
- (2) **PARKER HANNIFIN MANUFACTURING LIMITED** (registered in England and Wales No 04806503) whose registered office is at 55 Maylands Avenue, Hemel Hempstead, Herts HP2 4SJ (**Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of or applicant for the Patents (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign the Patents to the Assignee on the terms set out in this assignment.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

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

Main Agreement: an asset purchase agreement dated 2 October 2015 between the Assignor and the Assignee.

Patents: the patents and patent applications short particulars of which are set out in the Schedule.

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 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 shall include the plural and in the plural shall 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 is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax but not e-mail.
- 1.10 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.
- 1.11 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 Main Agreement (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the 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

At the Assignee's expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement.

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. ENTIRE AGREEMENT

5.1 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.

5.2 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.

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 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.

7.2 If 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.

8. COUNTERPARTS

8.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

8.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

9. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

10. NOTICES

10.1 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.

- 10.2 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.
- 10.3 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.

11. 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 England and Wales.

12. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales 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).

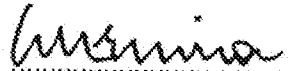
This agreement has been entered into on the date stated at the beginning of it.

Schedule Patents


Publication no	Application no	Date filed	Date granted	Title	Country	Status
2008348658	2008348658	21 January 2008	1 May 2014	Fuel Cleaning for Gas Fired Engines	Australia	Granted
2712721	2712721	21 January 2008	20 October 2015	Fuel Cleaning for Gas Fired Engines	Canada	Granted
2244806	08701871.9	21 January 2008	13 March 2013	Fuel Cleaning for Gas Fired Engines	Finland	Granted
2244806	08701871.9	21 January 2008	13 March 2013	Fuel Cleaning for Gas Fired Engines	France	Granted
2244806	08701871.9	21 January 2008	13 March 2013	Fuel Cleaning for Gas Fired Engines	Germany	Granted
2244806	08701871.9	21 January 2008	13 March 2013	Fuel Cleaning for Gas Fired Engines	Ireland	Granted
2244806	08701871.9	21 January 2008	13 March 2013	Fuel Cleaning for Gas Fired Engines	Italy	Granted
2244806	08701871.9	21 January 2008	13 March 2013	Fuel Cleaning for Gas Fired Engines	Netherlands	Granted
2244806	08701871.9	21 January 2008	13 March 2013	Fuel Cleaning for Gas Fired Engines	Spain	Granted
2244806	08701871.9	21 January 2008	13 March 2013	Fuel Cleaning for Gas Fired Engines	Sweden	Granted
2244806	08701871.9	21 January 2008	13 March 2013	Fuel Cleaning for Gas Fired Engines	UK	Granted
2440123	0614355.6	19 July 2006	22 December 2010	Fuel Cleaning for Gas Fired Engines	UK	Granted
8435329	12/863751	21 January 2008	7 May 2013	Fuel Cleaning for Gas Fired Engines	USA	Granted

	1415229.2	28 August 2014		Treatment of contaminated gas streams produced by regeneration of contaminated media. Vent air burner	UK	Pending
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Signed by Graham Ellinor
for and on behalf of **PPTEK
Limited**


Director

Signed by Graham Ellinor
for and on behalf of **Parker
Hannifin Manufacturing Limited**


Director