

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3755282

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HAPAX LTD	12/10/2015
RECEIVING PARTY DATA	
Name:	ESSENCIENT LTD
Street Address:	20-22 WENLOCK RD
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	N1 7GU
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	7707023
Patent Number:	7657425
Patent Number:	7194406
Patent Number:	7058564
Patent Number:	6842730
Patent Number:	6810375
Patent Number:	6754617
Patent Number:	6385630
CORRESPONDENCE DATA	
Fax Number:	
<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:	+44 7866496354
Email:	rob@essencient.com
Correspondent Name:	ROB LANCASHIRE
Address Line 1:	20-22 WENLOCK RD
Address Line 4:	LONDON, UNITED KINGDOM N1 7GU
NAME OF SUBMITTER:	ROB LANCASHIRE
SIGNATURE:	/R Lancashire/
DATE SIGNED:	02/25/2016

Total Attachments: 9

source=Deed of Assignment OpenAmplify Ltd to Essencient Ltd 25th Feb 2016-Signed#page1.tif
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DATED 25TH FEBRUARY 2016

OPENAMPLIFY LIMITED (IN ADMINISTRATION)

and

THE ADMINISTRATORS

and

ESSENCIENT LTD

DEED OF ASSIGNMENT OF IP

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THIS AGREEMENT is made on 25TH February 2016

BETWEEN

- (1) **OPENAMPLIFY LIMITED (IN ADMINISTRATION)**, a company incorporated in England with registered number 04468091, whose registered office is at 26-28 Bedford Row, London WC1R 4HE (the "Seller") acting by the duly appointed Administrators;
- (2) **STEPHEN KATZ and PAUL APPLETON** of David Rubin & Partners Limited, a company incorporated in England with registered number 08977557, whose registered office is at 26-28 Bedford Row, London WC1R 4HE acting as joint administrators of the Seller (the "Administrators"); and
- (3) **ESSENCIENT LTD**, a company incorporated in England with company number 09890692, whose registered office is at 20-22 Wenlock Road, London, England, N1 7GU (the "Buyer").

BACKGROUND

- (A) The Administrators were appointed as joint administrators of the Seller on 25 November 2015 by the director of the Seller pursuant to paragraph 22 of Schedule B1 to the Insolvency Act 1986, such appointment having been approved by the director of the Seller on 23 November 2015.
- (B) By a sale agreement dated 10 December 2015 (the "Sale Agreement") the Seller sold certain assets to the Buyer. Amongst the assets sold were the interests in intellectual property rights listed in Schedule 1 to this agreement (together the "Assigned IP"), to the Buyer.
- (C) This deed confirms the assignment by the Seller of all its right, title and interest in the Assigned IP to the Buyer.

AGREED TERMS

1. CONFIRMATION OF ASSIGNMENT

- 1.1 By this deed the Seller confirms that on 10 December 2015 it assigned (or intended or agreed to assign) to the Buyer, all such right, title and interest as the Seller then had in and to the Assigned IP (and to the extent that the transfer of the Assigned IP was not perfected on that date, this deed is intended to operate to perfect the transfer of the Seller's continuing interest in the Assigned IP).
- 1.2 The Seller and Buyer confirm that the Seller was from 6 November 2002 until 7 February 2011 registered with the name "Hapax Limited" (and that the Seller's name was changed to "Openamplify Limited" on 7 February 2011, as evidenced by the certificate of incorporation on change of name exhibited as Schedule 2 to this confirmatory deed).
- 1.3 The Seller confirms that it received good and valuable payment from the Buyer by way of consideration for entering in to the Sale Agreement. The Seller acknowledges payment of a further £1 from the Buyer by way of consideration for executing this confirmatory deed.

2. ADMINISTRATORS

- 2.1 The Administrators shall incur no personal liability in any form. In particular, the Administrators shall incur no personal liability whatsoever under this agreement or under any deed, instrument or document entered into under or in connection with it.
- 2.2 This exclusion of the Administrators' personal liability shall be in addition to and not in substitution for any right of indemnity or relief or remedy otherwise available to the Administrators and shall continue notwithstanding Completion (in whole or in part).
- 2.3 This exclusion of the Administrators' personal liability shall operate as a waiver of any claims of other parties in tort as well as under or in relation to this agreement.
- 2.4 The Administrators are a party to this agreement in their personal capacity only for the purpose of receiving the benefit of the exclusions, limitations, undertakings, covenants and indemnities in its favour contained in this agreement.
- 2.5 The Administrators confirm that they have been appointed as Administrators of the Seller by the director of the Seller on 25 November 2015 pursuant to paragraph 22 of Schedule B1 to the Insolvency Act 1986 and that the Administrators have not resigned such appointment and so far as the Administrators are personally aware, the administration order has not been discharged by the Court.

3. GENERAL

- 3.1 No variation of this agreement shall be effective unless made in writing and signed by one of the Administrators (or the Seller's liquidator) and by or on behalf of the Buyer.
- 3.2 If any provision of this agreement shall be found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement, which shall remain in full force and effect.
- 3.3 If any provisions of this agreement is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

4. GOVERNING LAW AND JURISDICTION

- 4.1 This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.
- 4.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement, its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 – ASSIGNED IP

The Assigned IP includes all such right, title and interest as the Seller has (or, on 10 December 2015, had) in any intellectual or industrial property rights, software code, patents, trade marks, or copyright or design right (or any applications for any of the foregoing), business or trade names or styles, domain names, and any logos, product names and ranges, know-how, computer software licences, any database, data analysis rights, business information, email domain names, any website, telephone numbers and fax numbers and other social media content, names, handles and addresses used in its business together with the benefit (but subject to the current, existing and future burden) of any licences, consents or permissions relating to each of the above, such intellectual property including (but not limited to) all such rights in the patents applications, re-examinations, extensions and counterparts claiming priority therefrom (including but not limited to those listed in the table below) together with right listed in the numbered points following the table:

	Filing date/ Regional entry	Status	Grant date	Application/Assigned IP No.
US	31 May 2000	Granted	26 October 2004	US 6 810 375
SE	31 May 2000	Granted	2 April 2002	SE 0002034-7
US1	23 June 2000	Granted	11 January 2005	US 6 842 730
US2	23 June 2000	Granted	20 March 2007	US 7 194 406
US3	16 March 2007	Granted	2 February 2010	US 7 657 425
SE	22 June 2000	Granted	11 June 2002	SE 0002368-9
EP	17 January 2003	Refused	-	EP 01944033.8
US1	23 June 2000	Granted	11 January 2005	US 6 842 730
US2	23 June 2000	Granted	20 March 2007	US 7 194 406
US3	16 March 2007	Granted	2 February 2010	US 7 657 425
SE	22 June 2000	Granted	11 June 2002	SE 0002368-9
EP	17 January 2003	Refused	-	EP 01944033.8
US	7 July 2000	Granted	22 June 2004	US 6 754 617
SE	6 July 2000	Granted	25 March 2003	SE 0002550-2
EP	5 February 2003	Abandoned	-	EP 01945869.4
US	29 September 2000	Granted	7 May 2002	US 6 385 630
SE	26 September 2000	Granted	31 August 2004	SE 0003433-0
EP	24 April 2003	Granted	5 November 2008	EP 1 325 429
US1	3 April 2001	Granted	6 June 2006	US 7 058 564
US2	3 April 2001	Granted	27 April 2010	US 7 707 023
SE	30 March 2001	Abandoned	-	SE 0101127-9
EP	27 October 2003	Office action	-	EP 02708919.2

1. All registered trademarks, trade names (including, without limitation, the name "OpenAmplify" and all variations thereof), service marks, certification marks, service names, brands, trade dress and logos owned by the Seller and used in connection with the Business.

2. All registered works of authorship and domain names owned by Seller and developed or used in connection with the Business.
3. All software and associated documentation developed or owned by the Seller that is used in connection with the Business provided in source code, object code and executable formats along with all related documentation and tools necessary or useful in support or operation of such software.
4. All licenses, sublicenses and other agreements pursuant to which the Seller has been granted exclusive or non-exclusive rights or interest in or to any third party Intellectual Property used in connection with the Business.
5. All agreements under which any of the Assets have been developed for the Seller or assigned to the Seller or have been licensed or assigned by the Seller to any third party.
6. All URLs owned by the Seller and used in respect of the Business.
7. All documentation and marketing materials pertaining to the development, distribution or operation of the products or services of the Business.
8. All databases maintained in connection with the Business, including, without limitation, all customer lists and databases.
9. All unregistered trademarks, copyrights, trade secrets, know-how and other intellectual property rights owned by the Seller and developed or used in connection with the Business.
10. All goodwill associated with the foregoing registered and unregistered trademarks, trade names, service marks, certification marks, service names, brands, trade dress and logos.
11. All of the Seller's business rights under warranties, indemnities and all similar rights against third parties to the extent related to the Assets.

SCHEDULE 2 – CERTIFICATE OF INCORPORATION ON CHANGE OF NAME



FILE COPY

**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 4468091

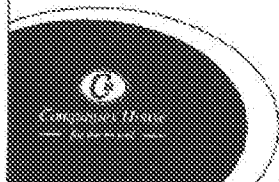
The Registrar of Companies for England and Wales hereby certifies that
under the Companies Act 2006:

HAPAX LIMITED

a company incorporated as private limited by shares; having its registered
office situated in England/Wales; has changed its name to:

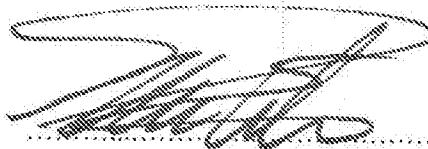
OPENAMPLIFY LIMITED

Given at Companies House on 7th February 2011

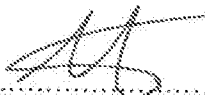


AS WITNESS the parties hereto have executed and delivered this agreement as a Deed on the day and year first above written.

SIGNED as a DEED by
the Administrators
(as agent for OPENAMPLIFY LIMITED
(IN ADMINISTRATION)
and without personal liability)
for and on behalf of
OPENAMPLIFY LIMITED
(IN ADMINISTRATION)
in the presence of:



Witness Signature:



Name:

Andrew Anagnostis

Address:

26-28 Bedford Row
London WC1R 4HE

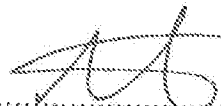
Occupation:

Insolvency Manager

SIGNED as a DEED by
STEPHEN KATZ
for and on behalf of
himself and his joint
administrator
in the presence of:



Witness Signature:



Name:

Andrew Anagnostis

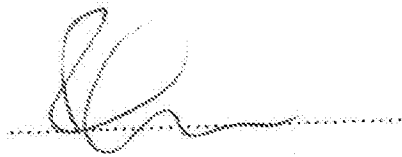
Address:

26-28 Bedford Row
London WC1R 4HE

Occupation:

Insolvency Manager

SIGNED as a DEED by
ROBERT LANCASHIRE, a director,
for and on behalf of
ESSENCIENT LTD
in the presence of:

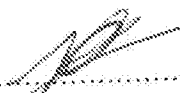


Witness Signature:

Name:

Address:

Occupation:


R.C. Minna
81 Riverside Way
Keweenaw, Colorado CO 80544
CIVIL SERVANT (PENAS)