

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3861636

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DR. VERONICA VARGAS	05/29/2014
RECEIVING PARTY DATA	
Name:	VELOFEET LTD
Street Address:	2 HILL PARK
City:	INVERNESS
State/Country:	UNITED KINGDOM
Postal Code:	IV24AL
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14898449
CORRESPONDENCE DATA	
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<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:	900083000003VARGAS2
NAME OF SUBMITTER:	W. KEVIN RANSOM
SIGNATURE:	/W. Kevin Ransom/
DATE SIGNED:	05/06/2016
Total Attachments: 4	
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INTELLECTUAL PROPERTY ASSIGNMENT

DATE: This day 29th of MAY 2014 BETWEEN:

- (1) Dr Veronica Vargas an individual of 2 Hill Park, Inverness, IV2 4AL, UK ("ASSIGNOR")
- (2) Velofeet Ltd, a company incorporated under the laws of Scotland with registered number SC436296 whose registered office is at 2 Hill Park, Inverness, IV2 4AL, UK ("ASSIGNEE").

RECITALS:

- (A) Whereas the ASSIGNOR has previously assigned to the ASSIGNEE various Intellectual Property Rights in an agreement dated 29 June 2013 (signed on 29 June 2013), and subsequent to that agreement has carried out and is proposing to carry out invention, design and development activities including but not limited to creating design drawings, writing invention disclosures, building prototype(s) and various design and tooling activities in respect of several concept and design versions of a new wheeled vehicle for amplifying walking or running known as "VELOFEET"
- (B) Whereas the ASSIGNOR is the owner of certain intellectual property rights created subsequent to the Agreement dated 29 June 2013 during the course of the activities.
- (C) Whereas the ASSIGNOR wishes to assign and has agreed to assign such intellectual property rights as have been created subsequent to the Agreement dated 29 June 2013 or which, for whatever reason, have not been assigned by the Agreement dated 29 June 2013, or which may be created in the course of the activities, to the ASSIGNEE in accordance with the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS

1.1 Definitions

In this Agreement the following words and expressions have the following meanings:

"Assigned Rights" means all Intellectual Property Rights as have been created subsequent to the Agreement dated 29 June 2013 or which, for whatever reason, have not been assigned by the Agreement dated 29 June 2013, or which may be created in the course of the activities, in and relating to the Works/Business/Products known as "VELOFEET"; including, but not limited to, the Intellectual Property Rights set out in the schedule to this Agreement;

"Intellectual Property Rights" means all patents, rights in inventions and in any improvements, rights in designs, rights in trademarks along with any associated good will, right to claim priority for inventions and designs and trademarks, rights to sue for passing off or for unfair competition, copyrights, moral rights and related rights, rights in databases, topography rights, rights in information

(including know how and unpatented technical information including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions that is not in the public domain) and trade secrets and all other similar or equivalent rights [subsisting now or in the future] in any part of the world, in each case whether registered or unregistered and including all applications for, including divisional applications and continuation applications for, all rights to apply for, all rights to claim priority to such applications, and renewals or extensions of, such rights for their full term;

"Works/Business/Products" All versions of the new wheeled vehicle for amplifying walking or running known as "VELOFEET" including, but not limited to, those described in invention disclosures/documents in the enclosed Schedule.

1.2 Interpretation

In this Agreement (except where the context otherwise requires)

- (a) clause headings are inserted for ease of reference only and shall not affect construction;
- (b) any reference to a recital, clause or schedule is to the relevant recital, clause or schedule to this Agreement and any reference to a paragraph is to the relevant paragraph in which it appears; and
- (c) any reference to "include" or "including" (or any similar term) is not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

2. ASSIGNMENT

In consideration of the sum of £1 paid by the ASSIGNEE to the ASSIGNOR (the receipt and sufficiency of which is hereby acknowledged by the ASSIGNOR)

- 2.1 the ASSIGNOR hereby assigns to the ASSIGNEE all of its right, title and interest in and to the Assigned Rights free from all liens, charges and encumbrances, together with the right to sue for damages or any other remedy in respect of every act of infringement of the Assigned Rights, including any act of infringement occurring prior to the date of this Agreement.
- 2.2 the ASSIGNOR hereby agrees to assign to the ASSIGNEE all of its right, title and interest in and to the Assigned Rights to be created during the course of the proposed activities free from all liens, charges and encumbrances, together with the right to sue for damages or any other remedy in respect of every act of infringement of the Assigned Rights, including any act of infringement occurring prior to the date of this Agreement.

3. FURTHER ASSURANCE

The ASSIGNOR agrees at the request and reasonable cost of the ASSIGNEE that it will at all times after the date of this Agreement do all acts and execute all documents as may reasonably be necessary or desirable to secure the vesting in the ASSIGNEE of all rights assigned, or agreed to be assigned, to the ASSIGNEE by this Agreement and to assist in the resolution of any queries from the ASSIGNEE concerning the Assigned Rights and the ASSIGNEE agrees to pay all reasonable costs of the ASSIGNOR for so doing.

4. MORAL RIGHTS WAIVER

The ASSIGNOR hereby waives, and confirms that all relevant authors have waived, all moral rights which subsist in respect of the subject matter of this Agreement under Chapter 4 of the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights as may exist in any territory of the world.

5. SEVERABILITY

If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to its subject matter.

7. GOVERNING LAW AND JURISDICTION

This Agreement is governed by, and is to be construed in accordance with, Scottish law. The Scottish Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

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

SCHEDULE

Patents and patent applications including but not limited to those set out below and ideas, concepts, inventions, improvements, copyrights and design rights in design drawings, prototype(s), moulds and tools of the new wheeled vehicle for amplifying walking or running known as "VELOFEET" including, but not limited to those described in the following invention disclosures/documents/patent applications:

MAI-01 dated upon receipt as 20th Jan 2012 ("Walk/Run Amplifier Unicycle).

MAI-02 dated 15th March 2012 ("Walk/Run Amplifier Unicycle for Prior Art search only).

MAI-03 dated upon receipt as 19th July 2012 (drawing of rear wheel and weight with no title).

MAI-04 dated 23rd October 2012 ("Walk/Run Amplifier Invention Disclosure for Attorney Advice Only")

MAI-05 dated upon receipt as 25th October 2012 ("Differences with Penny-Farthing").

MAI-06 dated upon receipt 23 January 2013 ("Compact Velocipede").

MAI-07 dated upon receipt 10 May 2013 ("Simplified Compact Velocipede").

MAI-08 dated upon receipt as 14 May 2013 (Figures 6a, 6b, 7a, 7b)
GB Patent Application No GB1312012.6 filed on 4th July 2013
MAI-09 dated upon receipt as 6 May 2014 ("laterally rotatable seat back"), and
Draft text and drawings for proposed international and Taiwanese patent applications
claiming priority to GB1312012.6 currently in preparation (May 2014)

EXECUTED by the parties on the date set out on the first page of this document.

Signed by Dr Veronica Vargas (ASSIGNOR):

Signature: Veronica Vargas

Name: Veronica Vargas

Position/Title: Date: 29/05/14

Witness Signature: Kate Macdonald Date: 29 May 2014

Witness Name: Kate Macdonald Address: 5 Druid Temple Way
Inverness IV26UQ
UK

Signed for and on behalf of VELOFEET LTD (ASSIGNEE):

Signature: Mario A. Norz Josea

Name: Mario A. Norz Josea

Position/Title: Director Date: 29th May 2014

Witness Signature: Kate Macdonald Date: 29 May 2014

Witness Name: Kate Macdonald Address: 5 Druid Temple Way
Inverness IV26UQ
UK