# 503829238 05/17/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3875887

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYA	NCE:	ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY D	ΑΤΑ				
		Name	Execution Date		
WZVI LIMITED			05/16/2016		
RECEIVING PARTY DA	TA				
Name:	WEI WA	NG			
Street Address:	54 WOC	DFIELD ROAD			
City:	LEICES	TER			
State/Country:	UNITED	KINGDOM			
Postal Code:	LE2 4HF	2			
	-				
PROPERTY NUMBERS	Total: 1				
Property Type		Number			
Patent Number:	6	856824			
CORRESPONDENCE D	ΑΤΑ				
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# Deed of Assignment of Intellectual Property Rights

between

WZVI Limited

and

Dr Wei Wang

Jos Moule Partner E-mail: jmoule@vwv.co.uk DDI: 0117 314 5650 Reference: JHM

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# Contents

# Clause

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# Schedule

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### This deed is dated

15/5/

2013.

### Parties

- (1) WZVI Limited incorporated and registered in England and Wales with company number 06651969 whose registered office is at First Floor, Thavies Inn House, 3-4 Holborn Circus London EC1N 2HA (Assignor).
- (2) Dr Wei Wang of 54 Woodfield Road, Leicester, LE2 4HP (Assignee).

# Background

- (A) The Assignor was established to undertake research into, and the development of, imaging systems using electrical impedance and in particular new non-invasive, imaging modality intended for use in the early detection, diagnosis and localisation of breast lesions, and potentially the development of a platform for the interface between diagnostic and treatment modalities.
- (B) The Assignor entered into the Collaborative Research Agreement for the University of Sussex to carry out the Project (as defined therein) on its behalf, including clinical research, and the Assignor acquired certain rights to, and registered, certain Patents (short particulars of which are set out in Schedule 1). The Collaborative Research Agreement provided that as between the Assignor and the University of Sussex, the Assignor would own the intellectual property in the Results (as defined therein).
- (C) The Assignor made certain other Patent Applications (short particulars of which are set out in Schedule 2) arising from or relating to the Results.
- (D) The Assignor has abandoned the Project, and has further abandoned and/or withdrawn and/or not renewed Patents and/or Patent Applications (as set out in Schedule 1 and Schedule 2).
- (E) On the terms set out in this deed the Assignor has agreed to assign to the Assignee all such remaining right, title and interest as it owns in and to the Patents, the Patent Applications and all Results.

# Agreed terms

#### 1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this deed.

Assigned Rights: all such remaining right, title and interest in and to the Patents, Patent Applications, the Results and all other Intellectual Property in connection with the Project (if any) as the Assignor owns.

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

**Collaborative Research Agreement:** the collaborative research agreement dated 11 November 2008 between (1) the Assignor and (2) The University of Sussex.

Intellectual Property: has the meaning given in the Collaborative Research Agreement.

Patents: the patents short particulars of which are set out in Schedule 1.

**Patent Applications:** the patent applications short particulars of which are set out in Schedule 2.

### 3

Project: has the meaning given in the Collaborative Research Agreement.

Results: has the meaning given in the Collaborative Research Agreement.

**VAT:** value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

- 1.2 Clause and schedule headings shall not affect the interpretation of this deed.
- 1.3 The schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this deed.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural 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 reenacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this deed to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 Writing or written includes faxes but not email.
- 1.10 Any words following the terms **including**, **include**, **in particular** 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

- 2.1 In consideration of the sum of £1 (receipt of which the Assignor acknowledges), the Assignor hereby assigns to the Assignee absolutely all the Assigned Rights, including:
  - 2.1.1 the absolute entitlement to any remaining registrations granted pursuant to any of the applications comprised in the Patents;
  - 2.1.2 all remaining rights in relation to the Patent Applications;
  - 2.1.3 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 deed.

- 2.2 The Assignor warrants to the Assignee that to the best of its knowledge, information and belief:
  - 2.2.1 no licences have been granted by the Assignor to any third party in respect of any of the Assigned Rights, save as set out under the Collaborative Research Agreement; and
  - 2.2.2 the Assignor has not been notified of any claim in relation to any of the Assigned Rights by any third party.

# 3 VAT

All payments made by the Assignee under this deed are inclusive of VAT.

# 4 Further assurance

- 4.1 The Assignor shall, at the Assignee's cost, for a period of 3 months from the date of this deed promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this deed.
- 4.2 Without prejudice to the generality of clause 4.1, solely for the purpose of facilitating the registration of each of the Patents and Patent Application with the relevant Patent Office, the Assignor shall if reasonably required execute individual deeds of assignment in respect of each of the Patents and Patent Applications substantially in the form of the deed of assignment set out in Schedule 3 subject only to making the necessary changes. If there is any inconsistency between an executed individual Patent and/or Patent Application deed of assignment and this deed, this deed prevails.

# 5 Waiver

No failure or delay by a party to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

# 6 Entire agreement

- 6.1 This deed, and any documents referred to in it, constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 6.2 Each party acknowledges that, in entering into this deed, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this deed. Without limitation the Assignee acknowledges that he has made and has relied solely on the results of his own independent investigation of the Assigned Rights, and has taken such independent legal and other advice as he has considered appropriate, and that no representation, assurance or warranty has been made by the Assignor that any Assigned Rights are valid, subsisting or enforceable; or as to the viability, efficacy or usefulness of any technology referred to therein.
- 6.3 Nothing in this clause shall limit or exclude any liability for fraud.

# 7 Variation

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

# 8 Severance

- 8.1 If any court or competent authority finds that any provision of this deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this deed shall not be affected.
- 8.2 If any invalid, unenforceable or illegal provision of this deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

# 9 Counterparts

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this deed, but all the counterparts shall together constitute the same deed. Transmission by electronic mail of an electronically scanned signed counterpart of this deed shall be deemed to constitute due and sufficient delivery of such counterpart. Each party shall deliver to each other an original counterpart of this deed promptly after delivery by electronic mail.

# 10 Third party rights

No person other than a party to this deed shall have any rights to enforce any term of this deed.

# 11 Notices

- 11.1 Any notice required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out below:
  - 11.1.1 Assignor: The Directors, WZVI Limited, First Floor, Thavies Inn House, 3-4 Holborn Circus, London EC1N 2HA
  - 11.1.2 Assignee: Dr Wei Wang: 54 Woodfield Road, Leicester, LE2 4HP;

or as otherwise specified by the relevant party by notice in writing to each other party.

- 11.2 Any notice shall be deemed to have been duly received:
  - 11.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;
  - 11.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
  - 11.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 11.3 A notice required to be given under this deed shall not be validly given if sent by e-mail.
- 11.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

# 12 Governing law and jurisdiction

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- 12.1 This deed 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.
- 12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This deed has been executed as a deed on the date stated at the beginning of it.

# Schedule 1 Patents

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Case Ref.	Official No.	Title	Abandoned	Deadline for renewal	Notes
11424US1	8295921	WO2007017634 US - Non-contact EIT using saline	08-Mar-2013	23-Apr-16	
23384CN1	1310594	WO0012005 CN - Apparatus and method for detecting abnormalities in bodily matter	08-Mar-2013	1-Oct-13	Extension obtained by the Assignee (previous deadline 31- Mar -2013)
23384HK1	1040044	WO0012005 HK - Apparatus for detecting abnormalities in bodily matter	08-Mar-2013	1-Oct-13	Extension obtained by the Assignee (previous deadline 31- Mar -2013)
23384JP1	4388231	WO0012005 JP - Apparatus and method for detecting abnormalities in bodily matter	08-Mar-2013	9-Oct-13	
23384US1	6856824	WO0012005 US - Apparatus and method for detecting abnormalities in bodily matter	08-Mar-2013	15-Aug-16	

Case Ref.	Official No.	Title	Abandoned	Deadline for renewal	Notes
11424EP1	06765197.6	WO2007017634 EP - Non- contact EIT using saline	Not renewed & abandoned	07-Aug- 2012	
11424GB	0516158.3	WO2007017634 GB - Non-contact EIT using saline	Abandoned by client	12-Dec- 2006	
11424JP1	2009-502394	WO2007017634 JP - Non- contact EIT using saline	Abandoned by client	17-Jan- 2013	
11424KR1	7005487/2008	WO2007017634 KR - Non-contact EIT using saline	Abandoned by client	14-Feb- 2013	
13058CN1	101466303	WO2007128952 CN - EIT between plates	Abandoned by client	17-Jan- 2013	
13058EP1	07712927.8	WO2007128952 EP - EIT between plates	Not renewed & abandoned	17-Jan- 2013	Formally withdrawn at EPO, exam fee refunded
13058GB	0607503.0	WO2007128952 GB - EIT between plates	Successor case filed	16-May- 2012	
13058HK1	1128076	WO2007128952 HK - EIT between plates	Abandoned by client	17-Jan- 2013	
13058US1	12/226,330	WO2007128952 US - EIT between plates	Abandoned by client	06-Sep- 2012	Issues surrounding inventorship
15705AU1	2008259572	WO2008149125 AU - EIT analysis	Abandoned by client	18-Jul- 2012	
15705CA1	2690094	WO2008149125 CA - EIT analysis	Abandoned by client	08-Oct- 2012	
15705CN1	101754717	WO2008149125 CN - EIT analysis	Abandoned by client	07-Aug- 2012	
15705EA1	200901577	WO2008149125 EA - EIT analysis	Abandoned by client	28-Aug- 2012	
15705EP1	08775751.4	WO2008149125 EP - EIT analysis	Abandoned by client	17-Jan- 2013	
15705GB	0710949.9	WO2008149125 GB - EIT analysis	Abandoned by client	16-May- 2012	
15705IN1	8048/DELNP/ 2009	WO2008149125 IN - EIT analysis	Abandoned by client	08-Oct- 2012	
15705JP1	2010-529870	WO2008149125 JP - EIT analysis	Abandoned by client	04-Feb- 2013	
15705KR1	10-31600	WO2008149125 KR - EIT analysis	Abandoned by client	08-Oct- 2012	
15705US1	2010-	WO2008149125 US - EIT	Abandoned by	17-Jan-	

# Schedule 2 Patent Applications

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	0268109	analysis	client	2013	
15708GB	2449904	2449904 GB - Current source for EIT	Abandoned by client	19-Jul- 2012	
23447CN1	102481113	WO2011007147 CN - EIM array with rotation symmetry	Abandoned by client	17-Jan- 2013	
23447EP1	10736765.8	WO2011007147 EP - EIM array with rotation symmetry	Withdrawn	15-Jan- 2013	Formally withdrawn at EPO, exam fee refunded
23447GB	2471873	WO2011007147 GB - EIM array with rotation symmetry	Abandoned by client	21-Jan- 2013	
23447IN1	400/DELNP/ 2012	WO2011007147 IN - EIM array with rotation symmetry	Abandoned by client	17-Jan- 2013	
23447US1	2012/0200302	WO2011007147 US - EIM array with rotation symmetry	Abandoned by client	17-Jan- 2013	
23448EP1	10779822.5	WO2011061338 EP - Combined ultrasound and EIM	Abandoned by client	17-Oct- 2012	
23448GB	0920388.6	WO2011061338 GB - Combined ultrasound and EIM	Abandoned by client	08-Aug- 2012	
23448US1	13/510762	WO2011061338 US - Combined ultrasound and EIM	Abandoned by client	19-Oct- 2012	

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# Schedule 3 Formal assignment

# This deed of assignment is dated

# Parties

- (1) WZVI Limited incorporated and registered in England and Wales with company number 06651969 whose registered office is at First Floor, Thavies Inn House, 3-4 Holborn Circus London EC1N 2HA (Assignor).
- (2) Dr Wei Wang of 54 Woodfield Road, Leicester, LE2 4HP (Assignee).

# Background

- (A) The Assignor is the registered proprietor of the [*insert country*] Patent [Application] No. (Patent [Application]).
- (B) The Assignor has agreed to assign to the Assignee the Patent [Application] on the terms of a Deed of Assignment of Intellectual Property Rights dated 16 May 2013, between Assignor and Assignee(**Deed of Assignment**), and of this deed.

# Agreed terms

# 1 Assignment

This short form deed is executed in accordance with, and is subject to the terms and conditions of, the Deed of Assignment. In consideration of the sum of £1 (receipt of which the Assignor acknowledges), the Assignor hereby assigns to the Assignee absolutely all the Assignor's right, title and interest in and to the Patent [Application].

# 2 Counterparts

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this deed, but all the counterparts shall together constitute the same deed. Transmission by electronic mail of an electronically scanned signed counterpart of this deed shall be deemed to constitute due and sufficient delivery of such counterpart. Each party shall deliver to each other an original counterpart of this deed promptly after delivery by electronic mail.

# 3 Governing law and jurisdiction

- 3.1 This deed 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.
- 3.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This deed has been executed as a deed on the date stated at the beginning of it.

# PATENT REEL: 038745 FRAME: 0155

2013

# Signature Page - Deed of Assignment of Patent

Executed as a deed by

# WZVI Limited

Director (duly authorised)

in the presence of:

Signature of witness

Name, address and occupation of witness

Executed as a deed by

Wei Wang

.....

in the presence of:

Signature of witness

Name, address and occupation of witness

# Signature Page - Deed of Assignment of Intellectual Property Rights

Executed as a deed by	$\subseteq$
WZVI Limited	Director (duly authorised)
in the presence of:	, ,
Signature of witness PL: I Nu	Hley
Name, address and occupation of witness The Gables Shorehurt Care File Ashes TN20 6GJ. Executed as a deed by	X
Wei Wang	
in the presence of:	

Signature of witness

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Name, address and occupation of witness

16 Mary 2013 Dated

# **Deed of Assignment of Intellectual Property Rights**

between

WZVI Limited

and

Dr Wei Wang

Jos Moule Partner E-mail imoule@vwv.co.uk DDI: 0117 314 5650 Reference JHM



# Contents

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# Schedule

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# This deed is dated

16 Mary 2013.

# Parties

- WZVI Limited incorporated and registered in England and Wales with company number 06651969 whose registered office is at First Floor, Thavies Inn House, 3-4 Holborn Circus London EC1N 2HA (Assignor).
- (2) Dr Wei Wang of 54 Woodfield Road, Leicester, LE2 4HP (Assignee).

# Background

- (A) The Assignor was established to undertake research into, and the development of, imaging systems using electrical impedance and in particular new non-invasive, imaging modality intended for use in the early detection, diagnosis and localisation of breast lesions, and potentially the development of a platform for the interface between diagnostic and treatment modalities.
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- (C) The Assignor made certain other Patent Applications (short particulars of which are set out in Schedule 2) arising from or relating to the Results.
- (D) The Assignor has abandoned the Project, and has further abandoned and/or withdrawn and/or not renewed Patents and/or Patent Applications (as set out in Schedule 1 and Schedule 2).
- (E) On the terms set out in this deed the Assignor has agreed to assign to the Assignee all such remaining right, title and interest as it owns in and to the Patents, the Patent Applications and all Results.

#### Agreed terms

### 1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this deed.

Assigned Rights: all such remaining right, title and interest in and to the Patents, Patent Applications, the Results and all other Intellectual Property in connection with the Project (if any) as the Assignor owns.

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

**Collaborative Research Agreement:** the collaborative research agreement dated 11 November 2008 between (1) the Assignor and (2) The University of Sussex.

Intellectual Property: has the meaning given in the Collaborative Research Agreement.

Patents: the patents short particulars of which are set out in Schedule 1.

**Patent Applications:** the patent applications short particulars of which are set out in Schedule 2.

Project: has the meaning given in the Collaborative Research Agreement.

Results: has the meaning given in the Collaborative Research Agreement.

VAT: value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

- 1.2 Clause and schedule headings shall not affect the interpretation of this deed.
- 1.3 The schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this deed.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural 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 reenacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this deed to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 Writing or written includes faxes but not email.
- 1.10 Any words following the terms **including**, **include**, **in particular** 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

- 2.1 In consideration of the sum of £1 (receipt of which the Assignor acknowledges), the Assignor hereby assigns to the Assignee absolutely all the Assigned Rights, including:
  - 2.1.1 the absolute entitlement to any remaining registrations granted pursuant to any of the applications comprised in the Patents;
  - 2.1.2 all remaining rights in relation to the Patent Applications;
  - 2.1.3 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 deed.

- 2.2 The Assignor warrants to the Assignee that to the best of its knowledge, information and belief:
  - 2.2.1 no licences have been granted by the Assignor to any third party in respect of any of the Assigned Rights, save as set out under the Collaborative Research Agreement; and
  - 2.2.2 the Assignor has not been notified of any claim in relation to any of the Assigned Rights by any third party.

# 3 VAT

All payments made by the Assignee under this deed are inclusive of VAT.

# 4 Further assurance

- 4.1 The Assignor shall, at the Assignee's cost, for a period of 3 months from the date of this deed promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this deed.
- 4.2 Without prejudice to the generality of clause 4.1, solely for the purpose of facilitating the registration of each of the Patents and Patent Application with the relevant Patent Office, the Assignor shall if reasonably required execute individual deeds of assignment in respect of each of the Patents and Patent Applications substantially in the form of the deed of assignment set out in Schedule 3 subject only to making the necessary changes. If there is any inconsistency between an executed individual Patent and/or Patent Application deed of assignment and this deed, this deed prevails.

# 5 Waiver

No failure or delay by a party to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

# 6 Entire agreement

- 6.1 This deed, and any documents referred to in it, constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 6.2 Each party acknowledges that, in entering into this deed, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this deed. Without limitation the Assignee acknowledges that he has made and has relied solely on the results of his own independent investigation of the Assigned Rights, and has taken such independent legal and other advice as he has considered appropriate, and that no representation, assurance or warranty has been made by the Assignor that any Assigned Rights are valid, subsisting or enforceable; or as to the viability, efficacy or usefulness of any technology referred to therein.
- 6.3 Nothing in this clause shall limit or exclude any liability for fraud.

# 7 Variation

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

# 8 Severance

- 8.1 If any court or competent authority finds that any provision of this deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this deed shall not be affected.
- 8.2 If any invalid, unenforceable or illegal provision of this deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

# 9 Counterparts

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this deed, but all the counterparts shall together constitute the same deed. Transmission by electronic mail of an electronically scanned signed counterpart of this deed shall be deemed to constitute due and sufficient delivery of such counterpart. Each party shall deliver to each other an original counterpart of this deed promptly after delivery by electronic mail.

# 10 Third party rights

No person other than a party to this deed shall have any rights to enforce any term of this deed.

# 11 Notices

- 11.1 Any notice required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out below:
  - 11.1.1 Assignor: The Directors, WZVI Limited, First Floor, Thavies Inn House, 3-4 Holborn Circus, London EC1N 2HA
  - 11.1.2 Assignee: Dr Wei Wang: 54 Woodfield Road, Leicester, LE2 4HP;

or as otherwise specified by the relevant party by notice in writing to each other party.

- 11.2 Any notice shall be deemed to have been duly received:
  - 11.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;
  - 11.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
  - 11.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 11.3 A notice required to be given under this deed shall not be validly given if sent by e-mail.
- 11.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

# 12 Governing law and jurisdiction

- 12.1 This deed 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.
- 12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This deed has been executed as a deed on the date stated at the beginning of it.

# Schedule 1 Patents

Case Ref.	Official No.	Title	Abandoned	Deadline for renewal	Notes
11424US1	8295921	WO2007017634 US - Non-contact EIT using saline	08-Mar-2013	23-Apr-16	
23384CN1	1310594	WO0012005 CN - Apparatus and method for detecting abnormalities in bodily matter	08-Mar-2013	1-Oct-13	Extension obtained by the Assignee (previous deadline 31- Mar -2013)
23384HK1	1040044	WO0012005 HK - Apparatus for detecting abnormalities in bodily matter	08-Mar-2013	1-Oct-13	Extension obtained by the Assignce (previous deadline 31- Mar -2013)
23384JP1	4388231	WO0012005 JP - Apparatus and method for detecting abnormalities in bodily matter	08-Mar-2013	9-Oct-13	
23384US1	6856824	WO0012005 US - Apparatus and method for detecting abnormalities in bodily matter	08-Mar-2013	15-Aug-16	

# Schedule 2 Patent Applications

Case Ref.	Official No.	Title	Abandoned	Deadline for renewal	Notes
11424EP1	06765197.6	WO2007017634 EP - Non- contact EIT using saline	Not renewed & abandoned	07-Aug- 2012	
11424GB	0516158.3	WO2007017634 GB - Non-contact EIT using saline	Abandoned by client	12-Dec- 2006	
11424JP1	2009-502394	WO2007017634 JP - Non- contact EIT using saline	Abandoned by client	17-Jan- 2013	
11424KR1	7005487/2008	WO2007017634 KR - Non-contact EIT using saline	Abandoned by client	14-Feb- 2013	
13058CN1	101466303	WO2007128952 CN - EIT between plates	Abandoned by client	17-Jan- 2013	
13058EP1	07712927.8	WO2007128952 EP - EIT between plates	Not renewed & abandoned	17-Jan- 2013	Formally withdrawn at EPO, exam fee refunded
13058GB	0607503.0	WO2007128952 GB - EIT between plates	Successor case filed	16-May- 2012	
13058HK1	1128076	WO2007128952 HK - EIT between plates	Abandoned by client	17-Jan- 2013	
13058US1	12/226,330	WO2007128952 US - EIT between plates	Abandoned by client	06-Sep- 2012	Issues surrounding inventorship
15705AU1	2008259572	WO2008149125 AU - EIT analysis	Abandoned by client	18-Jul- 2012	
15705CA1	2690094	WO2008149125 CA - EIT analysis	Abandoned by client	08-Oct- 2012	
15705CN1	101754717	WO2008149125 CN - EIT analysis	Abandoned by client	07-Aug- 2012	
15705EA1	200901577	WO2008149125 EA - EIT analysis	Abandoned by client	28-Aug- 2012	
15705EP1	08775751.4	WO2008149125 EP - EIT analysis	Abandoned by client	17-Jan- 2013	
15705GB	0710949.9	WO2008149125 GB - EIT analysis	Abandoned by client	16-May- 2012	
15705IN1	8048/DELNP/ 2009	WO2008149125 IN - EIT analysis	Abandoned by client	08-Oct- 2012	
15705JP1	2010-529870	WO2008149125 JP - EIT analysis	Abandoned by client	04-Feb- 2013	
15705KR1	10-31600	WO2008149125 KR - EIT analysis	Abandoned by client	08-Oct- 2012	
15705US1	2010-	WO2008149125 US - EIT	Abandoned by	l 7-Jan-	

	0268109	analysis	client	2013	T
15708GB	2449904	2449904 GB - Current source for EIT	Abandoned by client	19-Jul- 2012	
23447CN1	102481113	WO2011007147 CN - EIM array with rotation symmetry	Abandoned by client	17-Jan- 2013	
23447EP1	10736765.8	WO2011007147 EP - EIM array with rotation symmetry	Withdrawn	15-Jan- 2013	Formally withdrawn at EPO, exam fee refunded
23447GB	2471873	WO2011007147 GB - EIM array with rotation symmetry	Abandoned by client	21-Jan- 2013	
23447IN1	400/DELNP/ 2012	WO2011007147 IN - EIM array with rotation symmetry	Abandoned by client	17-Jan- 2013	
23447US1	2012/0200302	WO2011007147 US - EIM array with rotation symmetry	Abandoned by client	17-Jan- 2013	
23448EP1	10779822.5	WO2011061338 EP - Combined ultrasound and EIM	Abandoned by client	17-Oct- 2012	
23448GB	0920388.6	WO2011061338 GB - Combined ultrasound and EIM	Abandoned by client	08-Aug- 2012	
23448US1	13/510762	WO2011061338 US - Combined ultrasound and EIM	Abandoned by client	19-Oct- 2012	

# Schedule 3 Formal assignment

### This deed of assignment is dated

# Parties

- WZVI Limited incorporated and registered in England and Wales with company number 06651969 whose registered office is at First Floor, Thavies Inn House, 3-4 Holborn Circus London EC1N 2HA (Assignor).
- (2) Dr Wei Wang of 54 Woodfield Road, Leicester, LE2 4HP (Assignee).

# Background

- (A) The Assignor is the registered proprietor of the [insert country] Patent [Application] No. (Patent [Application]).
- (B) The Assignor has agreed to assign to the Assignee the Patent [Application] on the terms of a Deed of Assignment of Intellectual Property Rights dated 16 May 2013, between Assignor and Assignee(Deed of Assignment), and of this deed.

# Agreed terms

# 1 Assignment

This short form deed is executed in accordance with, and is subject to the terms and conditions of, the Deed of Assignment. In consideration of the sum of  $\pounds 1$  (receipt of which the Assignor acknowledges), the Assignor hereby assigns to the Assignee absolutely all the Assignor's right, title and interest in and to the Patent [Application].

# 2 Counterparts

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this deed, but all the counterparts shall together constitute the same deed. Transmission by electronic mail of an electronically scanned signed counterpart of this deed shall be deemed to constitute due and sufficient delivery of such counterpart. Each party shall deliver to each other an original counterpart of this deed promptly after delivery by electronic mail.

# 3 Governing law and jurisdiction

- 3.1 This deed 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.
- 3.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This deed has been executed as a deed on the date stated at the beginning of it.

2013

# Signature Page - Deed of Assignment of Patent

Executed as a deed by

WZVI Limited

Director (duly authorised)

in the presence of:

Signature of witness

Name, address and occupation of witness

Executed as a deed by

Wei Wang

...........

in the presence of:

Signature of witness

Name, address and occupation of witness

### Signature Page - Deed of Assignment of Intellectual Property Rights

Executed as a deed by

WZVI Limited

Director (duly authorised)

in the presence of:

Signature of witness

Name, address and occupation of witness

Executed as a deed by

Wei Wang

Creillen

in the presence of:

Signature of witness

Name, address and occupation of witness

按5000、212日市杨浦区通低路655355号801室 MS HUILIZHU, ROOM 801, NO 5 Building, 655 YIXIAN ROAD YANGPU, SHANGHAI, PR CHINA