

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3901965

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AKL TECHNOLOGIES LIMITED	05/20/2015
RECEIVING PARTY DATA		
Name:	AKL RESEARCH AND DEVELOPMENT LIMITED	
Street Address:	UNITS 4-5, WONASTOW ROAD INDUSTRIAL ESTATE	
City:	WEST MONMOUTH	
State/Country:	WALES	
Postal Code:	NP25 5JA	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7067158
CORRESPONDENCE DATA		
Fax Number:	(269)381-5465	
<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:	(269) 381-1156	
Email:	docket@flynnthiel.com	
Correspondent Name:	FLYNN, THIEL, BOUTELL & TANIS, P.C.	
Address Line 1:	2026 RAMBLING ROAD	
Address Line 4:	KALAMAZOO, MICHIGAN 49008	
ATTORNEY DOCKET NUMBER:	3700.P0354US	
NAME OF SUBMITTER:	TERRYENCE F. CHAPMAN	
SIGNATURE:	/Terryence F. Chapman/	
DATE SIGNED:	06/03/2016	
Total Attachments: 17		
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DATED 20th MAY 2015

AGREEMENT

between

AKL RESEARCH AND DEVELOPMENT LIMITED

and

AKL TECHNOLOGIES LIMITED

THIS AGREEMENT is made 20th May 2015

BETWEEN

- (1) **AKL RESEARCH AND DEVELOPMENT LIMITED** a company incorporated in England and Wales, with the registration number 08699350 and having its registered office at Units 4-5, Wonastow Road Industrial Estate, West Monmouth, NP25 5JA, Wales ("**R&D**"); and
- (2) **AKL TECHNOLOGIES LIMITED** a company incorporated a company incorporated England and Wales with the registration number 4205578 and having its registered office at 4 High Street, Alton, Hampshire, United Kingdom ("**Technologies**").

WHEREAS

- (A) Under the terms of an agreement ("**the Reconstruction Agreement**") between AKL International Limited ("**International**") and its shareholders and R&D dated 19th May 2015 International transferred to R&D all its assets and business (as defined therein), including, without limitation, all intellectual property owned by or licensed to International and the entire issued share capital of Technologies.
- (B) Certain of such intellectual property was subject to agreements between International (or its assignors) and Technologies.
- (C) The parties have entered into this agreement in order to terminate such agreements, which are no longer required between R&D and its wholly-owned subsidiary.

NOW IT IS HEREBY AGREED as follows,;

1. DEFINITIONS

- 1.1. In this Agreement, unless the context otherwise expressly requires, the following terms shall be as defined:

"Effective Date"	close of business on 20 May 2015
"Development Agreements"	each of: <ul style="list-style-type: none">(i) the agreement originally between AKL Inflammatory Limited (Inflammatory) and Technologies dated 26 April 2007, under which Technologies agreed to effect development work for and on behalf of Inflammatory, transferred to R&D under the terms of the Reconstruction Agreement; and(ii) the agreement originally between AKL Respiratory Limited (Respiratory) and Technologies dated 26 April 2007, under which Technologies agreed to effect development work for and on behalf

of Respiratory, transferred to R&D under the terms of the Reconstruction Agreement;

"Larkins Assignment" an agreement dated May 2001 between Dr Nicholas Larkins and Technologies;

"Technologies Licence" the agreement between Respiratory and Technologies dated 26 April 2007, under which certain intellectual property was licensed to Respiratory, transferred to R&D under the terms of the Reconstruction Agreement.

2. TERMINATION

2.1. The Parties expressly agreed that with effect from the Effective Date each of the Development Agreements shall be terminated such that Technologies shall be under no further or continuing obligations to R&D under or in accordance with the terms of the Development Agreements.

2.2. It is expressly acknowledged by the Parties that:

2.2.1. all sums due and payable under the Development Agreements have been paid in full as at the Effective Date and no sums remain outstanding;

2.2.2. each party is expressly released from any outstanding or continuing obligation or liability arising under or in connection with a Development Agreement.

2.3. The Parties expressly agree that with effect from the Effective Date the Technologies Licence shall be terminated such that;

2.3.1. R&D shall have no right title or interest under or pursuant to the Technologies Licence;

2.3.2. all intellectual property referred to in the Technologies Licence shall be vested in Technologies free of any third party rights or claim (save only as expressly arising under the Larkins Assignment).

3. ENTIRE AGREEMENT

3.1. 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 the Development Agreements and or the Technologies Licence.

4. THIRD PARTY RIGHTS

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

5. GOVERNING LAW

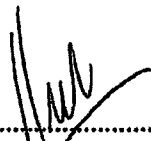
5.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

6. JURISDICTION


6.1. 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).

IN WITNESS WHEREOF of this agreement has been executed by duly authorised signatories of each of the Parties on the date set out above.

Signed by **DAVID SHARPLES**
duly authorised for and on behalf of
**AKL RESEARCH AND
DEVELOPMENT LIMITED**


.....
Director

Signed by **DAVID SHARPLES**
duly authorised for and on behalf of
AKL TECHNOLOGIES LIMITED


.....
Director

DATED 20th MAY 2015

INTELLECTUAL PROPERTY AGREEMENT

between

AKL TECHNOLOGIES LIMITED

and

AKL RESEARCH AND DEVELOPMENT LIMITED

THIS AGREEMENT is made 20th May 2015

BETWEEN

- (1) **AKL TECHNOLOGIES LIMITED** a company incorporated a company incorporated in England and Wales with the registration number 4205578 and having its registered office at 4 High Street, Alton, Hampshire, United Kingdom ("**Technologies**"); and
- (2) **AKL RESEARCH AND DEVELOPMENT LIMITED** a company incorporated in England and Wales, with the registration number 08699350 and having its registered office at Units 4-5, Wonastow Road Industrial Estate, West Monmouth, NP25 5JA, Wales ("**R&D**").

WHEREAS

- (A) Under the terms of an agreement ("**the Reconstruction Agreement**") between AKL International Limited ("**International**"), R&D and the International Shareholders, dated 19th May 2015 International transferred to R&D all its assets and business (as defined therein), including the entire issued share capital of Technologies.
- (B) Under the terms of an agreement ("**the Technologies Agreement**") between Technologies and R&D dated 20th May 2015, Technologies transferred to R&D all its assets and business (as defined therein), including, without limitation, all Intellectual Property (as defined below) owned by or licensed to Technologies.
- (C) Under the terms of the Technologies Agreement, Technologies agreed to execute all such further documents and effect such further actions as may reasonably be required by R&D to give effect to the terms of the Technologies Agreement.

NOW IT IS HEREBY AGREED as follows, for good and valuable consideration received and effected under the terms of the Technologies Agreement;

1. DEFINITIONS

- 1.1. In this Agreement, unless the context otherwise expressly requires, the following terms shall be as defined:

"Assignment" the short form Patent assignment in the form set out at Schedule 1;

"Assigned IP" all Intellectual Property of Technologies, including without limitation, as at the date hereof:
(i) all Intellectual Property owned by Technologies;
(ii) all rights in any Intellectual Property licenced to Technologies by any third party, together with the benefit (subject always to the burden) of all Third Party Licences; and
(v) all such right title and interest of Technologies in the Patents referenced in Schedule 1;

"Business Day"	a day other than a Saturday, Sunday or public holiday in the United Kingdom when banks in London are open for business;
"Effective Date"	close of business on 20 th May 2015;
"Dr Larkins"	Doctor Nicolas J Larkins of 33/125 Oxford Street, Bondi Junction, NSW 2022, Australia.
"Intellectual Property"	all Patents, claims in Patents, trademarks and trade names, service marks, registered designs, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyright, design right, database right, inventions, confidential information (including without limitation Know-how) and any other similar right situated in any country in the world;
"Know-how"	all information not in the public domain of whatsoever nature, including ideas, discoveries, inventions, data, formulae, techniques, procedures for experiments and tests, designs, sketches, records, biological materials and confidential analyses and interpretations of information which is in the public domain;
"Larkins Assignment"	an agreement dated 30 th May 2001 between Dr Larkins and Technologies assigning to Technologies rights in certain Patents;
"Larkins Royalty"	an agreement dated 23 rd June 2003 between Dr Larkins and Technologies relating to Royalties payable on Patents assigned by Dr Larkins to Technologies in the 'Larkins Assignment' dated 30 th May 2001;
"Materials"	all materials evidencing or containing any Know-how, including any nucleotide sequence (including DNA or RNA sequence), gene, vector or construct (including plasmids or viruses), micro-organisms, cell lines and other organisms transformed with vectors, proteins, (including recombinant protein products, alleles, variants, derivatives, peptides and aminoacid sequences) and any other chemical and biological materials, and all laboratory note books, documents, drawings or other media including computer based information;
"Patents"	all patents or letters patent, claims in any patent and applications for the same and the right to apply for the

same in any part of the world including, without limitation, all reissues, extensions, substitutions, confirmations, registrations, revalidations, additions, continuations in part and divisions thereof and any Supplementary Protection Certificates;

1.2. In this Agreement;

- 1.2.1. Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.2.2. 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.
- 1.2.3. References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.2.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.2.5. A reference to writing or written includes fax but not e-mail.
- 1.2.6. 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.
- 1.2.7. 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. TRANSFER AND ASSIGNMENT

- 2.1. Under and in accordance with the terms of the Technologies Agreement, as at the Effective Date, Technologies:
 - 2.1.1. expressly transfers and assigns to R&D all its right title and interest in the Assigned IP;
 - 2.1.2. expressly transfers and assigns to R&D all its right, title and interest in and to the Larkins Assignment and the Patents defined therein; and
 - 2.1.3. confirms that it has delivered all Materials to R&D.

2.2. Technologies shall as at the Effective Date execute and deliver to R&D the Assignment.

3. LARKINS ASSIGNMENT

3.1. R&D expressly acknowledges the obligations of Technologies under the Larkins Assignment and undertakes to Technologies:

3.1.1. to assume all and any obligations to Dr Larkins in respect of any royalty or other payments due by Technologies to Dr Larkins under the terms of the Larkins Assignment;

3.1.2. to enter into such confirmatory assignment or other documents as may reasonably be required by Dr Larkins confirming direct to Dr Larkins its assumption of the reversionary rights contained in the Larkins Assignment.

4. FURTHER ASSURANCE

4.1. At R&D'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 reasonably be required for the purpose of giving full effect to this agreement.

5. WAIVER

5.1. 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.

6. TECHNOLOGIES AGREEMENT

6.1. This Agreement is supplemental to the Technologies Agreement and entered into pursuant to its terms.

6.2. Nothing contained in this Agreement shall be deemed to amend in any manner any term of the Technologies Agreement and in the event of any ambiguity between the terms of the Technologies Agreement and this Agreement, the terms of the Technologies Agreement shall prevail in all respects.

7. ENTIRE AGREEMENT

7.1. Without prejudice to the terms of the Technologies Agreement, 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.

- 7.2. 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.

8. VARIATION

- 8.1. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

9. SEVERANCE

- 9.1. 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.
- 9.2. If one Party gives notice to the other of the possibility that 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.

10. COUNTERPARTS

- 10.1. This Agreement may be executed in counterpart, each of which when executed and delivered shall constitute a duplicate original, but both the counterparts shall together constitute the one agreement.
- 10.2. No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

11. THIRD PARTY RIGHTS

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

12. NOTICES

12.1. Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be 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).

12.2. Any notice or communication shall be deemed to have been received:

12.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

12.2.2. 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.

12.3. 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.

13. GOVERNING LAW

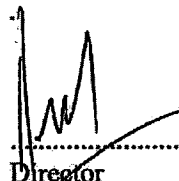
13.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14. JURISDICTION

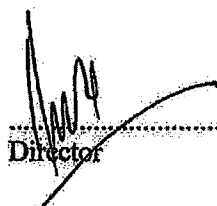
14.1. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF of this agreement has been executed by duly authorised signatories of each of the Parties on the date set out above.

Signed by *JANIS SHARP*
duly authorised for and on behalf of
AKL TECHNOLOGIES LIMITED


.....
Director

Signed by **DAVID SHARPLES**
duly authorised for and on behalf of
AKL RESEARCH AND
DEVELOPMENT LIMITED



.....
Director

SCHEDULE 1

PATENT ASSIGNMENT

THIS AGREEMENT is dated 20th May 2015

PARTIES

- (1) **AKL TECHNOLOGIES LIMITED** a company incorporated in England and Wales with the registration number 4205578 and having its registered office at 4 High Street, Alton, Hampshire, United Kingdom (**Assignor**).
- (2) **AKL RESEARCH AND DEVELOPMENT LIMITED** a company incorporated in England and Wales, with the registration number 08699350 and having its registered office at Units 4 - 5, Wonastow Road Industrial Estate, West Monmouth, NP25 5JA, Wales (**R&D**).

BACKGROUND

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

AGREED TERMS

1. DEFINITIONS:

In this Assignment:

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 agreement dated 20th May 2015 between the Assignor and R&D (and others).

Patents: the patents and patent applications the particulars of which are set out in the 0.

2. ASSIGNMENT

Pursuant to and for the consideration set out in the Main Agreement, the Assignor hereby assigns to R&D 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, 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; 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, whether occurring before, on or after the date of this assignment.

3. FURTHER ASSURANCE

At R&D'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 reasonably be required for the purpose of giving full effect to this agreement.

4. 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.

5. 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.

6. JURISDICTION

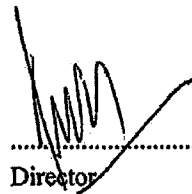
Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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


Schedule: Patents

Country name	Type name	Patent / Design number	Proprietor	CPA case status
Australia	Patent	2001295769	AKL TECHNOLOGIES LIMITED	None
Canada	Large Entity Granted Patent	2425316	AKL TECHNOLOGIES LIMITED	None
Europe	Patent Application	3720711.5	LARKINS,NICHOLAS JOHN	Abandoned
Europe	Patent Application	7732036.4	LARKINS,NICHOLAS JOHN	Abandoned
France	European Patent	1381377	AKL TECHNOLOGIES LIMITED	Abandoned
Germany	European Patent	60145950.4	AKL TECHNOLOGIES LIMITED	Abandoned
Great Britain	European Patent	1381377	AKL TECHNOLOGIES LIMITED	Abandoned
India	Patent	243972	AKL TECHNOLOGIES LIMITED	Abandoned
Ireland	European Patent	1381377	AKL TECHNOLOGIES LIMITED	Abandoned
Italy	European Patent	1381377	AKL TECHNOLOGIES LIMITED	Abandoned
Japan	Patent-exam.req.on/after01Apr2004	4490035	AKL TECHNOLOGIES LIMITED	Abandoned
Netherlands	European Patent	1381377	AKL TECHNOLOGIES LIMITED	Abandoned
New Zealand	Patent	525067	AKL TECHNOLOGIES LIMITED	No more fees
Spain	European Patent	1976501.5	AKL TECHNOLOGIES LIMITED	Abandoned
Switzerland	European Patent	1381377	AKL TECHNOLOGIES LIMITED	Abandoned
U.S.A.	Large Entity PCT Patent	7067158	AKL TECHNOLOGIES LIMITED	None
U.S.A.	Large Entity - Term Adjust/Disclaim	8394423	LARKINS,NICHOLAS JOHN	None

Signed by *DAVID SHARPLES*
Duly authorised for and on behalf of
AKL TECHNOLOGIES LIMITED


.....
Director

Signed by **DAVID SHARPLES**
Duly authorised for and on behalf of
**AKL RESEARCH &
DEVELOPMENT LIMITED**


.....
Director