

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PROCTOR AND STEVENSON LIMITED	05/09/2016
RECEIVING PARTY DATA	
Name:	INTIMIS LIMITED
Street Address:	10-12 CAVE STREET
City:	BRISTOL
State/Country:	UNITED KINGDOM
Postal Code:	BS2 8RU
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14180951
Patent Number:	8694645
CORRESPONDENCE DATA	
Fax Number:	(801)328-1707
<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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Email:	kjackman@wnlaw.com
Correspondent Name:	WORKMAN NYDEGGER
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ATTORNEY DOCKET NUMBER:	17307.6 + 17307.6.1
NAME OF SUBMITTER:	CARL T. REED
SIGNATURE:	/Carl T. Reed, Reg.#45454/
DATE SIGNED:	06/23/2016
Total Attachments: 8	
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Dated 9th May 2016

PROCTOR AND STEVENSON LIMITED (1)

AND

INTIMIS LIMITED (2)

ASSIGNMENT OF PATENT



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THIS AGREEMENT is dated 9th May 2016

PARTIES

- (1) **PROCTOR AND STEVENSON LTD** incorporated and registered in England and Wales with company number 02572010 whose registered office is at 10-12 Cave Street, Bristol, BS2 8RU (the "**Assignor**").
- (2) **INTIMIS LTD** incorporated and registered in England and Wales with company number 05086411 whose registered office is at 10-12 Cave Street, Bristol, BS2 8RU (the "**Assignee**").

In this Agreement, Proctor and Stevenson Limited and Intimis Limited are collectively referred to as the "**Parties**" and each individually a "**Party**".

BACKGROUND

- (A) The Assignor is the proprietor of the Patents (as defined below).
- (B) The Assignor licensed the Patents (as defined below) to the Assignee pursuant to an exclusive license agreement in November 2007 (the "**Exclusive License**").

Following termination of the Exclusive License between the Parties, the Assignor now wishes to assign the Patents to the Assignee on the terms set out in this Agreement (as defined below).

NOW THEREFORE in consideration of the respective covenants set forth herein, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following terms shall have the following meanings:

Agreement this agreement (including the schedules) as may be varied under the terms of this agreement from time to time;

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

Improvement any improvement, enhancement or modification to the technology that is the subject of any of the Patents;

Patents and patent applications AU2008200613B, CA2677553A, EP2122494B1, GB2446421, US8694645B2, US2014164613A, and WO2008096163A.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Schedules form 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 Schedules.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.5 A reference to writing or written includes fax but not email.
- 1.6 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.
- 1.7 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2 ASSIGNMENT

- 2.1 In consideration of the sum of £1 (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 each and any invention disclosed in the Patents, the right to file an application including divisions, reissues, continuations, continuation-in-parts, and substitutes thereof, claim priority from such applications, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
 - (b) 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 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;

- (c) the absolute entitlement to any patents granted pursuant to any of the applications filed as aforesaid or presently pending; and
- (d) 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 filed as aforesaid, whether occurring before, on or after the date of this assignment.

2.2 The Assignor shall execute such reasonable formal confirmatory documents as may be necessary or appropriate for registration with patent offices and other relevant authorities of the rights granted under this Agreement. In the event of any conflict in meaning between any such formal documents and the provisions of this Agreement, the provisions of this Agreement shall prevail wherever possible.

3 FURTHER ASSURANCE

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 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 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 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.

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 given to a Party under or in connection with this agreement 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

10.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (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.

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.

10.4 A notice given under this agreement is not valid if sent by email.

11 GOVERNING LAW

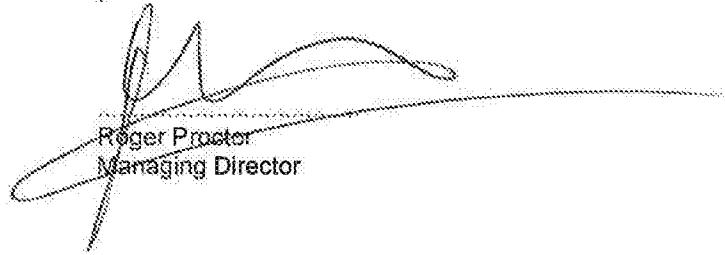
This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12 JURISDICTION

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

IN WITNESS WHEREOF this Agreement has been signed by the duly authorised representatives of the Parties on the day and year first before written

Signed by
for and on behalf of **PROCTOR AND
STEVENSON LIMITED**



Roger Proctor
Managing Director

Signed by
for and on behalf of **INTIMIS LIMITED**



Kevin Mason
Director