

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3973066

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SURREY, THE UNIVERSITY OF	07/19/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ETAPHASE, INCORPORATED
<b>Street Address:</b>	8201 164TH AVENUE NE, SUITE 200
<b>City:</b>	REDMOND
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98052
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14642519
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Email:</b>	aaron@boswellip.com
<b>Correspondent Name:</b>	BOSWELL IP
<b>Address Line 1:</b>	999 3RD AVE, SUITE 700
<b>Address Line 4:</b>	REDMOND, WASHINGTON 98104
<b>ATTORNEY DOCKET NUMBER:</b>	9929P003
<b>NAME OF SUBMITTER:</b>	AARON J. VISBEEK
<b>SIGNATURE:</b>	/AARON VISBEEK/
<b>DATE SIGNED:</b>	07/21/2016
<b>Total Attachments: 4</b>	
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Agreement is made the 19<sup>th</sup> day of July 2016.

### BETWEEN:

1. The UNIVERSITY OF SURREY, a university established by Royal Charter 9<sup>th</sup> September 1966 having its registered office at Guildford, Surrey, GU2 7XH, UK ("Assignor"); and
2. Etaphase Incorporated of 8201 164<sup>th</sup> Avenue NE, Suite 200, Redmond, WA 98052 ("Assignee")

Who shall hereinafter be jointly referred to as "the Parties" and singularly as a "Party"

### WHEREAS

- (A) The Assignor is the proprietor of the Intellectual Property details of which are set out in the Schedule (the "Intellectual Property")
- (B) The Assignor's right, title and interest in the Intellectual Property is assigned to the Assignee.

**NOW IT IS HEREBY AGREED** as follows:

### 1. ASSIGNMENT

- 1.1 Assignor acknowledges and agrees that its full right, title and interest in the Intellectual Property is hereby assigned to the Assignee.
- 1.2 In consideration for the Financial Benefit to the Assignor of 50,000 company shares in Etaphase Incorporated, the Assignor hereby assigns to the Assignee in respect of the Intellectual Property:
  - 1.2.1 all their existing right, title and interest in and to the Intellectual Property and the full and exclusive benefit of it;
  - 1.2.2 all their existing right, title and interest in and to the Intellectual Property and exclusive benefit of them and all rights, privileges and advantages associated with them;
  - 1.2.3 the full right to apply for and obtain patents or other similar forms of protection in respect of any part or parts of the Intellectual Property throughout the world all at the sole cost of the Assignee and the right to claim priority from the date of application of any such patents; and
  - 1.2.4 the right to bring proceedings for any previous infringement of the rights assigned.

### 2 USE OF RIGHTS BY ASSIGNOR

- 2.1 The Assignee agrees that the Assignor may;
  - 2.1.1 use the Intellectual Property for the purpose of non-commercial scientific research and teaching and whether sponsored or funded, in whole or in part, by any non-commercial third party;
  - 2.1.2 make publications in relation to the Intellectual Property and any results of research using the same in accordance with generally accepted academic practice.

### **3 FURTHER ASSURANCE**

The Assignor hereby agrees to promptly provide to the Assignee, or their nominee, all documents relating to the Intellectual Property and execute, sign and do all instruments, applications, documents, acts and things that may reasonably be required by the Assignee, or their nominee, to enable the Assignee to enjoy the full benefit of the property and rights hereby assigned, all at the sole cost of the Assignee.

### **4 WARRANTIES**

4.1 Except as expressly provided in this Agreement, the Assignor does not give any warranties or make any representations with respect to the Intellectual Property, or any products derived from the Intellectual Property, or their fitness for any purpose, or that any material produced or supplied relating to the Intellectual Property and any processes or techniques used or proposed or recommended by the Assignor will not infringe any patent or other intellectual property rights of any person in any country.

4.2 The Assignor represents and warrants to the Assignee that to the best of their knowledge and belief:

4.2.1 that at all relevant times anyone involved in the creation of the Intellectual Property was an employee or otherwise engaged on terms which would vest their rights in and to the Intellectual Property in the Assignor; and

4.2.2 they are the legal and beneficial owner of the Intellectual Property free of any third party rights or encumbrances; and

4.2.3 they have not and will not enter into any Agreement which prevents them fulfilling their obligations under this Agreement; and

4.2.4 they have not done anything whereby the whole or any part of the rights assigned under this Agreement might be invalidated or registration of them refused.

### **5 GENERAL**

5.1 This Agreement shall be governed by English law and the parties hereby submit to the non-exclusive jurisdiction of the courts of England.

5.2 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

5.3 The Assignor shall not make any press or other public announcement concerning any aspect of this Agreement without first obtaining the agreement of the Assignee to the text of that announcement, such agreement not to be unreasonably withheld, conditioned or delayed.

5.4 This Agreement represents the entire understanding and constitutes the whole agreement in relation to its subject matter and supersedes any previous Assignment Agreement between the parties in relation to the Intellectual Property, however nothing in this

Agreement shall be taken to exclude any parties' liability to the other for fraudulent misrepresentation or fraudulent misstatement.

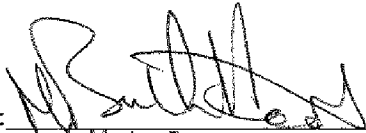
5.5 No relaxation, forbearance or indulgence by any party in enforcing any of the terms or conditions of this Agreement shall prejudice, affect or restrict the rights and powers of such party. The waiver of any breach of any term or any condition of this Agreement shall not be construed as a waiver of any subsequent breach of a term or condition of the same or different nature.

IN WITNESS whereof this document is executed by the parties on the date stated at the beginning of this Agreement through their authorised signatories

For and on behalf of the UNIVERSITY OF SURREY

For and on behalf of Etaphase Incorporated

Signature: \_\_\_\_\_



Martyn Buxton-Hoare  
Director – Technology Transfer  
Research & Enterprise  
Support

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_



Name: Ruth Ann Mullen

Title: CTO

SCHEDULE

"HYPERUNIFORM DISORDERED MATERIAL WITH PERFORATED RESONANT STRUCTURE" filed as a patent application under Patent Application Number US14/642,519 on March 9, 2015 and any subsequent International and National patent applications claiming priority from US14/642,519.

"HYPERUNIFORM DISORDERED STRUCTURES WITH IMPROVED WAVEGUIDE BOUNDARIES" filed as a patent application under Patent Application Number US 14/642,494 on March 9, 2015 and any subsequent International and National patent applications claiming priority from US14/642,519.