

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3997240

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ADDRESS OF THE ASSIGNEE previously recorded on Reel 038911 Frame 0901. Assignor(s) hereby confirms the CORRECT ASSIGNEE ADDRESS IS LISTED ON THE ASSIGNMENT.

CONVEYING PARTY DATA

Name	Execution Date
LASLO NUSBAUM	12/11/2014

RECEIVING PARTY DATA

Name:	DEFLUX HOLDINGS LIMITED
Street Address:	C/O MILSTED LANGDON LLP
Internal Address:	WINCHESTER HOUSE DEANE GATE AVENUE
City:	TAUNTON, SOMERSET
State/Country:	UNITED KINGDOM
Postal Code:	TA1 2UH

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15036684

CORRESPONDENCE DATA

Fax Number: (803)255-9831
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.

Phone: 704-417-3036
Email: ip@nelsonmullins.com
Correspondent Name: NELSON MULLINS RILEY & SCARBOROUGH LLP
Address Line 1: 100 NORTH TRYON STREET, 42ND FLOOR
Address Line 2: PATRICK L. KARTES
Address Line 4: CHARLOTTE, NORTH CAROLINA 28202-4000

ATTORNEY DOCKET NUMBER:	48599/09000
NAME OF SUBMITTER:	PATRICK L. KARTES, REG. NO. 64678
SIGNATURE:	/PATRICK L. KARTES/
DATE SIGNED:	08/08/2016

Total Attachments: 7

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3917599

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LASLO NUSBAUM	12/11/2014
RECEIVING PARTY DATA	
Name:	DEFLUX HOLDINGS LIMITED
Street Address:	4TH FLOOR CENTRE HEIGHTS
Internal Address:	137 FINCHLEY ROAD
City:	LONDON
State/Country:	GREAT BRITAIN
Postal Code:	NW3 6JG
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15036684
CORRESPONDENCE DATA	
Fax Number:	(704)377-4814
<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:	803-799-2000
Email:	ip@nelsonmullins.com
Correspondent Name:	NELSON MULLINS RILEY & SCARBOROUGH LLP I
Address Line 1:	100 NORTH TRYON STREET
Address Line 2:	42ND FLOOR
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202-4000
ATTORNEY DOCKET NUMBER:	48599/09000
NAME OF SUBMITTER:	PATRICK L. KARTES
SIGNATURE:	/Patrick L. Kartes/
DATE SIGNED:	06/14/2016
Total Attachments: 5	
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DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made on the 11th day of December 2014 ("Effective Date")

BETWEEN,

- (1) LASLO NUSBAUM of Obere Hauptstrasse 27 7041 Wulkaprodersdorf, Austria ("LN"); and
(2) FIRMA NUSBAUM (No 1701119) whose registered office is at Obere Hauptstrasse 27 7041 Wulkaprodersdorf Austria ("FN"); and
(3) DEFLUX HOLDINGS LIMITED, a company registered in England under the number 8589873 whose registered address is ~~4th Floor Centre Heights 137, Finchley Road, London, NW3 6JG~~ c/o Milsted Langdon LLP, Winchester House Deane Gate Avenue, Taunton, Somerset, United Kingdom TA1 2UH 

(each a 'Party', together the 'Parties')

BACKGROUND

- A. LN and FN are each an Assignor and together the Assignors. The Assignors may, in the course of or in connection with the provision of services to the Company and its Affiliates, have created or contributed to the development of Intellectual Property, Know How, Materials and/or Inventions, or may do so.
- B. At the outset it was the Parties' intention that all IPR and other proprietary rights in the Processes, the Equipment, the Know How and any Materials and Inventions would reside with the Company in exchange for consultancy fees payable by the Company and/or its Affiliates to FN. The Assignors acknowledge and agree that all Intellectual Property and other ownership, rights, title and interest in the Processes, the Equipment, the Materials and Inventions are the sole property of the Company and is entering into this Deed to confirm the assignment to and ownership by the Company of the same.
- C. These recitals are intended to be legally binding.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

Affiliates means in relation to a body corporate, any person which directly or indirectly controls or is controlled by or is under direct or indirect common control with such body corporate. For the purposes of this Agreement "Control" means that a person possesses by means of the holding of shares, the possession of voting power and/or under any contract, constitutional document or otherwise, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person and "controls" and "controlled" shall be construed accordingly and in relation to the Company includes FAST2FIBRE Limited, a company registered in England and Wales with number 8924522 whose registered office is at Winchester House, Deane Gate Avenue, Taunton, Somerset. TA1 2UH,

Company IPR shall have the meaning ascribed to it in clause 2.2;

Materials), electronic or other equipment, hardware and software (including phones, laptops and other computers, printers and other IT equipment, stationery, keys, and any data, files or documents (including copies) produced, maintained or stored on computer systems or other electronic equipment or laptop computer and any other property provided by the Company or any Affiliate of the Company for each of the Assignors' use or created or developed by or for the Company or any such Affiliate in connection with the provision of services in any capacity provided by each of the Assignors to the Company or any of its Affiliates (including any Inventions and Equipment),

Deed means this Deed of Assignment;

Equipment means equipment used in connection with all or any of the Processes, including that described in

a) UK patent application number No. 1317800.9 filed by Venner Shipley, patent agents, in October 2013; and

b) UK patent application number No. 1400816.3 filed by Venner Shipley, patent agents, in January 2014;

and in each case any enhancement, development, modification, adaptation or improvement of any of the same from time to time;

"Processes" means

a) the cable extraction process for the removal of the core from communication and/or other cables either buried or not buried in the ground further described in UK patent application number No. 1317800 9 filed in the name of the Company by Venner Shipley, patent agents, in October 2013; and

b) the cable extraction process for the removal of the core from communication and/or other cables either buried or not buried in the ground by the use of a pressure technique involving the use of viscous liquid as further described in UK patent application number No. 1400816 3 filed in the name of the Company by Venner Shipley, patent agents, in January 2014, and

c) any cable extraction process or invention for the removal of the core from communication and/or other cables either buried or not buried in the ground created or generated by or for the Consultant during the Term,

and in each case any enhancement, development, modification, adaptation or improvement of any such process from time to time,

Intellectual Property means patents, utility or working models, trade marks and service marks, trade or business names, logos and domain names, copyright, rights in designs, rights in databases, and all other intellectual property or similar rights including those subsisting in inventions, designs, drawings, performances, computer software, rights in confidential information (including Know-how and trade secrets), goodwill and the style of presentation of goods or services and rights to sue for passing off, and (in relation to all of the rights above) whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world and including all rights to claim damages against and pursue infringers of the same,

Inventions means any invention, idea, concept, work, discovery, development, process, method, know how, improvement or innovation made created or generated by or for an Assignor (whether or not captured in any material form) on his own or jointly or in combination with any other person in connection with the provision of services in any capacity by an Assignor to the Company or any of

or after the Effective Date,

Know-how means all know how and information relating to: a) the Processes or any of them, and related equipment (including the Equipment), fluids, products, consumables, manuals, testing, training and support documentation, laboratory and engineering support processes and materials, specifications, techniques, business and licensing model and pricing; or b) to any Materials or Inventions and any modification, improvement or enhancement of any of the same,

in each case whether or not recorded in tangible form, including documents and drawings and other media to which they relate, created, made or generated by an Assignor whether on his own or jointly or in combination with any other person in connection with the provision of services in any capacity by that Assignor to the Company or any of its Affiliates, whether occurring before or after the Effective Date;

Materials means all specifications, software, instructions, manuals, reports, test results, data, designs, marks, logos, artwork, plans, drawings, diagrams, mock ups, prototypes, samples, fluids, apparatus, equipment and other materials or deliverables of any kind (in whatever form or media) created, made or generated by an Assignor whether on his own or jointly or in combination with any other person in connection with the provision of services in any capacity by that Assignor to the Company or any of its Affiliates, whether occurring before or after the Effective Date, and

Party means a party to this Deed

- 1.2 References to clauses are unless otherwise stated to clauses of this Deed.
- 1.3 References in this Deed to statutory provisions shall be construed as references to those provisions as respectively replaced or amended or reenacted from time to time
- 1.4 Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporated
- 1.5 The headings to the clauses do not affect their interpretation
- 1.6 Where the words "include(s)", or "including" or "in particular" or similar words are used in this Deed, they are deemed to have the words "(without limitation)" following them and shall not limit the generality of any preceding words.

2 ASSIGNMENT

- 2.1 In consideration of the payment to each of the Assignors of the sum of £1 (receipt and sufficiency of which is hereby acknowledged by each of the Assignors) and for other good and valuable consideration, the Assignors each acknowledge and agree that all Intellectual Property and all other ownership, rights, title and interest in or relating to the Know How, Inventions and the Materials (including any of the same relating to any of the Processes and/or Equipment) in whatever form or media (together "Company IPR's") shall automatically belong to the Company as sole legal and beneficial owner on creation free from any encumbrance or restriction to the fullest extent permitted by law. To the extent that any such rights do not for any reason vest in the Company automatically, each of the Assignors (or the relevant Assignor as the case may be) hold(s) them on trust for the Company until fully and effectively assigned to the Company. If any Company IPR's at any time vest in an Assignor that Assignor hereby expressly irrevocably assigns to the Company absolutely and free from any encumbrance or restriction (including in relation to any copyright work or material by way of present assignment of future copyright) all such Company IPR's, including any such Company IPRs which were vested in each Assignor as at or prior to the Effective Date, and all rights in any of the same throughout the world in all forms and media, whether

- 2.2 Neither Assignor shall have the right or authority to use any Company IPR for his own benefit or for the benefit of any other person without the specific prior written approval of the Company.
- 2.3 Each Assignor shall promptly upon creation, generation or discovery disclose to the Company all Know How, Inventions and Materials in sufficient detail and with sufficient material and data to enable the Company to understand, record, use and exploit the same and provide to the Company such further information in relation to the same as the Company may require from time to time. Neither Assignor shall himself or permit any other person to, register or attempt to make any registration, or application to register patents, trade marks or any other Intellectual Property or ownership right or interest in Company IPR's unless specifically requested in writing to do so by the Company.
- 2.4 Each Assignor shall do all things necessary or desirable at the request of the Company to enable the Company, or its nominee, to apply for, obtain the benefit of, and secure any protection and registration of Company IPR's.
- 2.5 Each Assignor shall, at the request of the Company from time to time, execute such deeds or documents (including waivers of statutory moral rights) and do all such acts or things as may be required by the Company to fully and effectively vest in the Company and enable it to enforce and protect all its rights in Company IPR's. Each Assignor shall give all necessary assistance to the Company and any Affiliate of the Company to enable it to enforce Company IPR's against third parties and to defend any claims that the access to, possession use or exploitation of Company IPR's infringes third party Intellectual Property or other rights.
- 2.6 To the maximum extent permitted by law each Assignor hereby irrevocably and unconditionally waives all and does not assert any moral rights under Chapter IV of the Copyright, Designs and Patents Act 1988 and any equivalent legislation anywhere in the world in connection with his creation or authorship of any existing or future copyright work comprised in or relating to the Inventions and Materials, in whatever part of the world such rights may be enforceable, including, without limitation, any rights conferred under sections 77 or 80 of that Act and agrees not to support, maintain nor permit any claim of moral rights by any third party in such copyright works.
- 2.7 Each Assignor warrants that all Know How generated, created or provided by that Assignor to the Company and all Inventions and Materials are/will be original works of an Assignor and that the access to, possession, use, sale, licensing or other exploitation by any means of any of the same by the Company or any Affiliate of the Company will not infringe the rights of any third party.
- 2.8 Each Assignor shall immediately upon request at any time by the Company deliver to the Company (or as it may direct) all or any Company Property

3 GENERAL WARRANTIES

Each Assignor warrants and represents to the Company that:

- 3.1 it and the other Assignor has the right, power and authority to enter into this Deed, to grant to the Company the rights (if any) contemplated herein and to assign to the Company the Company IPR,
- 3.2 it has not and the other Assignor has not granted any licence or given any third party permission to use or assigned any rights in the Company IPR to any third party in any jurisdiction,
- 3.3 the Company IPR or part thereof is not subject to any charge, assignment by way of security or other encumbrance of any kind.

4 GENERAL

- 4.1 This Deed shall be governed by and interpreted in accordance with English law.
- 4.2 The Parties hereby submit to the exclusive jurisdiction of the High Court of Justice in England.

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be deemed not to form part of this Deed. The enforceability of the remainder of this Deed shall not be affected by the un-enforceability of that term or part.

4.4 This Deed may only be modified or any provision waived if such modification or waiver is in writing and signed by a duly authorised representative of each Party.

4.5 Each Assignor acknowledges and agrees that he has been encouraged to obtain and has been given sufficient opportunity to obtain independent legal and other advice as appropriate in relation to the terms of and legal effect of this Deed and further acknowledges and agrees that neither the Company nor any of its advisers have any duty or responsibility to it in respect of such matters.

4.6 Each Party will, at its own cost, do all further acts and execute all further documents necessary to give effect to this Deed.

4.7 The obligations of the Assignors are joint and several for all purposes

In witness of which this Deed has been executed by the Parties and delivered on the Effective Date
SIGNED AS A DEED

by Laslo Nusbaum)

In the presence of:)

LASLO NUSBAUM 

Nusbaum Christina
Witness signature
Name (BLOCK CAPITALS) NUSBAUM CHRISTINA
Address WR. NEUSTADTERSTR. 1A
7023 ZEMENDORF

EXECUTED AS A DEED by FIRMA NUSBAUM

LASLO NUSBAUM 

Director

Acting by a director in the presence of

Nusbaum Christina
Witness signature
Name (BLOCK CAPITALS) NUSBAUM CHRISTINA
Address WR. NEUSTADTERSTR. 1A
7023 ZEMENDORF

EXECUTED AS A DEED by Deflux Holdings Limited

Kevin Russell

Director

Acting by a director in the presence of

Kevin Russell
Witness signature
Name (BLOCK CAPITALS) KEVENA RUSSELL
Address 123 CAPEL ROAD
LONDON E7 0JT
2