

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT4029943

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PARTIAL ASSIGNMENT (50%)
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ELIZABETH JOHNSON	06/21/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DAVID SEVERS LAMBERT
<b>Street Address:</b>	21 BRYNFIELD COURT
<b>City:</b>	LANGLAND SWANSEA
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	SA3 4TF
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14624038
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(516)431-1127
<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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<b>SIGNATURE:</b>	/tmg/
<b>DATE SIGNED:</b>	08/30/2016
<b>Total Attachments: 9</b>	
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Ward Gethin  
Solicitors

DATED

21<sup>ST</sup> JUNE 2010

**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

between

**ELIZABETH JOHNSON**

and

**DAVID LAMBERT**

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THIS AGREEMENT is dated

2010

#### PARTIES

- (1) ELIZABETH JOHNSON of 85 London Street Swaffham Norfolk PE37 7DN (Assignor).
- (2) DAVID SEVERS LAMBERT of 21 Brynfield Court Langland Swansea SA3 4TF (Assignee).

#### BACKGROUND

- (A) The Assignor owns the intellectual property rights in the Materials (as defined below).
- (B) The Assignor has agreed to assign to the Assignee a 50% share in the intellectual property rights in the Materials on the terms set out in this assignment.

#### AGREED TERMS

##### 1. INTERPRETATION

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

**Assigned Rights:** a 50% share in all the Intellectual Property Rights in the Materials

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

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and 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.

**Materials:** the patents and trademarks set out in Schedule 1.

**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 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 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 re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this agreement 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 e-mail.
- 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.

## 2. ASSIGNMENT

In consideration of the sum of £1.00 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely a 50% share of the right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Materials
- (b) the goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (c) 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 assignment.

**3. VAT**

- 3.1 All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.
- 3.2 If the VAT invoice is delivered after the relevant payment has been made, the Assignee shall pay the VAT due within five Business Days of the Assignor delivering a valid VAT invoice.
- 3.3 If the Assignee fails to comply with its obligation under this clause 3, it shall additionally pay all interest and penalties which thereby arise to the Assignor.

**4. FURTHER ASSURANCE**

The Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at the Assignee's cost, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

**5. 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 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 agreement 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 agreement, 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 agreement.

- 6.3 Nothing in this clause shall limit or exclude any liability for fraud.
7. **VARIATION**  
No variation of this agreement 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 agreement (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 agreement shall not be affected.
- 8.2 If any invalid, unenforceable or illegal provision of this agreement 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 agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.
10. **THIRD PARTY RIGHTS**  
No person other than a party to this agreement shall have any rights to enforce any term of this agreement.
11. **NOTICES**
- 11.1 Any notice or other communication required to be given under this agreement 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 or communication as set out below:
- (a) Assignor: ELIZABETH JOHNSON of 85 London Street Swaffham Norfolk PE37 7DN
  - (b) Assignee: DAVID SEVERS LAMBERT of 21 Brynfield Court Langland Swansea SA3 4TF
- or as otherwise specified by the relevant party by notice in writing to each other party.
- 11.2 Any notice or other communication shall be deemed to have been duly received:



- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
  - (b) if sent by pre-paid first-class post or recorded delivery, at 11.00 am on the second Business Day after posting; or
  - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 11.3 A notice or other communication required to be given under this agreement 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 assignment 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 assignment 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 1 Materials**

**PATENTS**

Country/ territory	Original International Patent Application number	Registration number	Date filed	Date granted	Title
Europe		EP07824380.5			
Japan	PCT/GB07/04136				
USA	PCT/GB07/04136				
Canada	PCT/GB07/04136				

**TRADE MARKS**

Country/ territory	Mark	Application number	Registration number	Date filed	Date granted	Class
United Kingdom	SEGRAPACK MICROWAVE MAGIC	2461095	2461095		11.07.07	16
United Kingdom	SEGRA PACK		2440700		06.12.06	16
United Kingdom	SEGRA-PAK		2440700			
United Kingdom	SEGRAPAK		2440700			

Signed by ELIZABETH JOHNSON

In the presence of:

*[Handwritten signature]*

*[Handwritten signature]*

P J HARRIS

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Name and address of Witness

Signed by DAVID LAMBERT

In the presence of:

*[Handwritten signature]*

*[Handwritten signature]*

P J HARRIS

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Name and address of Witness