

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4030735

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PARTIAL ASSIGNMENT (50%)	
CONVEYING PARTY DATA		
	Name	Execution Date
	ELIZABETH JOHNSON	09/30/2013
RECEIVING PARTY DATA		
Name:	PETER JAMES HARDING	
Street Address:	7 HIGH VIEW	
City:	PONTELAND, NEWCASTLE UPON TYNE	
State/Country:	UNITED KINGDOM	
Postal Code:	NE20 9ET	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14624038	
CORRESPONDENCE DATA		
Fax Number:	(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>		
Phone:	516-431-1177	
Email:	office@galganoiplaw.com	
Correspondent Name:	GALGANO IP LAW PLLC	
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ATTORNEY DOCKET NUMBER:	1708-26 DIV	
NAME OF SUBMITTER:	THOMAS M. GALGANO	
SIGNATURE:	/tmg/	
DATE SIGNED:	08/30/2016	
Total Attachments: 8 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif		

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DATED

30 September

2013

- (1) ELIZABETH JOHNSON
- (2) DAVID SEVERS LAMBERT
- (3) PETER JAMES HARDING

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS

MORGAN LAROCHE

SOLICITORS

Solicitors
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THIS DEED is dated

20 September

2013

PARTIES

- (1) **ELIZABETH JOHNSON** of 85 London Street, Swaffham, Norfolk PE37 3DN ("Ms Johnson").
- (2) **DAVID SEVERS LAMBERT** of PO Box NE20 0AJ, Kirksyde, Kirkley, Newcastle Upon Tyne NE20 2AJ ("Mr Lambert").
- (3) **PETER JAMES HARDING** of 7 High View, Ponteland, Newcastle Upon Tyne, NE20 9ET ("Mr Harding")

BACKGROUND

By an Agreement (as defined below) Ms Johnson has agreed to assign the Assigned Rights to Mr Harding on the terms set out in this Assignment.

AGREED TERMS

1. INTERPRETATION

- 1.1. Unless otherwise stated words and phrases defined in the Agreement shall apply in this Assignment.
- 1.2. The following definitions and rules of interpretation apply in this Assignment.

Agreement: an agreement dated ^{2 April 2017} ~~[DATE]~~ between the Parties.

Improvement: any improvement, enhancement or modification to the technology that is the subject of any of the patents the subject matter of the Materials.

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.

2. ASSIGNMENT

- 2.1. Pursuant to the Agreement and in consideration of the sum of £24,500 paid by Mr Harding to Ms Johnson (receipt of which Ms Johnson hereby acknowledges) Ms Johnson with full title guarantee hereby assigns and transfers to Mr Harding absolutely the Assigned Rights.

- 2.2. Notwithstanding the generality of clause 2.1 Ms Johnson assigns to Mr Harding: -
- 2.2.1. the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Materials; and
 - 2.2.2. the goodwill attaching to the said trade marks comprised in the Materials and in respect of the business relating to the goods or services in respect of which the said trade marks are registered or used.
- 2.3. The Assignment effected by this Clause 2 shall include, without limitation, the assignment and transfer of: -
- 2.3.1. all patents that may be granted pursuant to any applications listed in the Agreement the right to claim priority from and to prosecute and obtain grant of patent, the right to file divisional application based thereon and to prosecute and obtain grant of probate on each and every divisional application, as well as all patents that may derive priority from or have equivalent claims to or be based upon such patents in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and references to such patents in this Assignment shall be deemed to include all such items of property; and
 - 2.3.2. all rights of action, powers and benefits arising from ownership of such patents, including without limitation the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief, sue for damages and other legal and equitable remedies (and retain any damages, recovered and any financial award made in any action) in respect of all causes of action arising prior to, on or after the date of this Assignment.
- 2.4. Mr Lambert is a party to this Assignment to consent to the transfer by Ms Johnson of the Assigned Rights to Mr Harding and to acknowledge that as from the date of this Assignment that Mr Lambert and Mr Harding are the joint and equal co-owners of the Intellectual Property Rights in the Materials.

3. IMPROVEMENTS

- 3.1. If during the continuation of this Assignment Ms Johnson shall develop or discover any Improvement to any of the patents and the improvements are within the scope of any claim of the patents Ms Johnson: -
- 3.1.1. shall disclose to the Assignees full details of the Improvement; and

- 3.1.2. at the request of the Assignees, shall grant to the Assignees a non-exclusive royalty-free licence to make use of it or otherwise assign her rights in the Improvement to the Assignees.

4. VAT

All payments made to Ms Johnson under this Assignment 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 Ms Johnson, the sum paid shall be increased by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that Ms Johnson shall have delivered to the Assignees a valid VAT invoice in respect of such VAT beforehand.

5. WARRANTIES

- 5.1. Ms Johnson warrants, represents and undertakes that (save for the interest of Mr Lambert):
- 5.1.1. immediately prior to the assignment provided for in clause 2 above, she was the joint owner of all right, title and interest in the Intellectual Property Rights in the Materials;
 - 5.1.2. she has not been and is not currently a party to any agreement or understanding, whether oral or written, which would in any manner be inconsistent with the assignment or rights provided for in this Assignment; and
 - 5.1.3. subsequent to the execution of this assignment she shall not enter into any agreement or understanding, oral or written, nor engage in any activity, which would in any manner be inconsistent with the provisions of this Assignment.

6. INDEMNITY

- 6.1. Ms Johnson shall indemnify and hold the Assignees harmless against all and any loss, damages, liability and costs (including reasonable legal expenses) that the Assignees suffer or incur as a result of or in connection with any breach by Ms Johnson of the warranties in clause 5 above. At the request of the Assignees and at Ms Johnson's own expense, she shall provide all reasonable assistance to enable the Assignees to resist any claim, action or proceedings brought against the Assignees as a consequence of that breach.
- 6.2. Subject to clause 6.4 below, this indemnity shall apply whether or not the Assignees have been negligent or at fault.

- 6.3. If a payment due from Ms Johnson under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignees shall be entitled to receive from Ms Johnson such amounts as shall ensure that the net receipt, after tax, to the Assignees in respect of the payment is the same as it would have been were the payment not subject to tax.
- 6.4. Nothing in this Assignment shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

7. FURTHER ASSURANCE

- 7.1. Ms Johnson shall, at the Assignees' cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignees request to vest in the Assignees the full benefit of the right, title and interest assigned to the Assignees under this Assignment, including:
- 7.1.1. registration of the Assignees as applicant for, or proprietor of, the Materials; and
 - 7.1.2. assisting the Assignees in obtaining, defending and enforcing the Materials, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this Assignment.
- 7.2. Ms Johnson irrevocably appoints the Assignees to be her attorney in her name and on her behalf to execute documents, use her name and do all things which are necessary or desirable for the Assignees to obtain for themselves or their nominees the full benefit of this clause in the event that Ms Johnson otherwise fails to do so having regard to her obligations under clause 7.1 above.
- 7.3. This power of attorney is irrevocable as long as Ms Johnson's obligations under this Assignment remain undischarged.
- 7.4. Without prejudice to clause 7.2, the attorney may, in any way it thinks fit and in the name and on behalf of Ms Johnson:
- 7.4.1. take any action that this Assignment requires Ms Johnson to take;
 - 7.4.2. exercise any rights which this Assignment gives to Ms Johnson; and
 - 7.4.3. appoint and remove one or more substitute attorneys with full power as Ms Johnson's attorney on terms that the attorney thinks fit.

- 7.5. Ms Johnson must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause.

8. GOVERNING LAW AND JURISDICTION

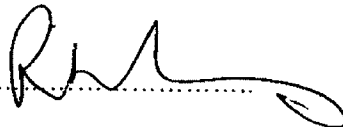
The validity, construction and performance of this Assignment shall be governed by the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising in connection therewith.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SIGNED as a Deed by
ELIZABETH JOHNSON
in the presence of

) 
)
)

Signature of Witness



Name of Witness

Address **Richard Pennington**
Ward Gethin Archer Solicitors
10-12 Tuesday Market Place
King's Lynn Norfolk PE30 1JT
.....

SIGNED as a Deed by
DAVID SEVERS LAMBERT
in the presence of

)
)
)

Signature of Witness

Name of Witness

Address

.....

SIGNED as a Deed by
PETER JAMES HARDING
in the presence of

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)
)

Signature of Witness

Name of Witness

Address

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