

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4091458

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AEROTHERMAL GROUP LIMITED	05/09/2013
RECEIVING PARTY DATA		
Name:	AEROTHERMAL HOLDINGS LIMITED	
Street Address:	52 NEW TOWN	
Internal Address:	UCKFIELD	
City:	EAST SUSSEX, TN22 5DE	
State/Country:	UNITED KINGDOM	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13575268
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	request@slwip.com	
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER, P.A.	
Address Line 1:	P.O. BOX 2938	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402	
ATTORNEY DOCKET NUMBER:	1260.021US1	
NAME OF SUBMITTER:	ROBIN L. MONSEES	
SIGNATURE:	/ Robin L. Monsees /	
DATE SIGNED:	10/11/2016	
Total Attachments: 8		
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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 1260.021US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Aerothermal Group Limited

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other

Execution Date: May 9, 2013

2. Name and address of receiving party(ies):

Name: Aerothermal Holdings Limited

Street Address: 52 New Town
Uckfield

City: East Sussex, TN22 5DE

Country: United Kingdom

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

Serial No. 13/575,268

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Monique M. Perdok

Address:

Schwegman Lundberg & Woessner, P.A.
P.O. Box 2938
Minneapolis, MN 55402--0938

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 0.00

☐ Enclosed

☐ Authorized to be charged to deposit account 19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Monique M. Perdok/Reg. No. 42,985

Name of Person Signing

Signature

October 11, 2016

Date

Total number of pages including cover sheet: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Mail Stop Assignment Recordation Services

P.O. Box 1450

Alexandria, VA 22313-1450

PATENT
REEL: 039985 FRAME: 0176

DATED

C/102 11/11/13

2013

(1) AEROTHERMAL GROUP LIMITED

(2) AEROTHERMAL HOLDINGS LIMITED

ASSET TRANSFER AGREEMENT

THIS AGREEMENT is made on

9 MAY

2013

BETWEEN:-

- (1) the Seller : Aerothermal Group Limited whose registered office is at 52 New Town, Uckfield, East Sussex TN22 5DE (registered in England no.6141723);
- (2) the Buyer : Aerothermal Holdings Limited whose registered office is at 52 New Town, Uckfield, East Sussex TN22 5DE (registered in England no.8506980)

BACKGROUND

- 0.1 The Seller has for some time carried on business in the autoclave and waste to energy sector ('the Business')
- 0.2 The Buyer has agreed with the Seller with effect from commencement of business on 9 May 2013 ('the Transfer Date') to purchase certain assets from the Seller in connection with the Business as set out in this Asset Transfer Agreement

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1.1. the following words and expressions shall have the following meanings unless otherwise stated:

Agreement : this document, including the schedules, as amended, modified or supplemented from time to time in accordance with its terms.

Assets : the assets listed in Schedule 1

Contracts : the contracts of the Business which have not yet been performed or completed by the Seller

The Purchase Price : the amount set out in clause 3

2. Sale and purchase

- 2.1. The Seller agrees to sell with full title guarantee and the Buyer agrees to purchase with effect from the Transfer Date the Assets including without limitation:

2.1.1. office equipment used by the Business as set out in Schedule 1;

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- 2.1.2. the plant machinery vehicles and equipment of the Seller used in the Business as set out in Schedule 1;
- 2.1.3. two autoclaves and certain parts and spares and control equipment associated with such autoclaves, together with all relevant designs and drawings, and all patent applications pending or granted;
- 2.1.4. all intellectual property rights owned or used by the Seller in relation to the Business, whether registered or unregistered, and whether granted or pending, including the intellectual property patents set out in Schedule 2 ("the Intellectual Property");
- 2.1.5. the computer equipment as set out in Schedule 1, and any related software utilised by the Business prior to the Transfer Date; and
- 2.1.6. the goodwill of the Business; and
- 2.1.7. stocks and work-in-progress of the Business at the Transfer Date;
- 2.1.8. BUT EXCLUDING, for the avoidance of doubt, the business of the Seller in relation to any items utilised by the Business and not specified in this Agreement ("the Retained Business") including all property assets rights and liabilities relating to the Retained Business.

3. Consideration

- 3.1. The purchase price for the Assets ("the Consideration") shall be:
 - 3.1.1. the sum equal to the aggregate value of the Assets less the aggregate value of the Liabilities determined by reference to the books of accounts of the Seller as at the Transfer Date; and
 - 3.1.2. the assumption by the Buyer of the Liabilities in accordance with this Agreement
- 3.2. The amount of the Consideration determined in accordance with clause 3.1.1 shall be REDACTED satisfied in cash at such time as the Buyer may decide and in the meantime shall remain owing as a debt payable on demand and without interest.

4. Completion

- 4.1. Completion of the sale shall take place on 9 May 2013 when the Seller shall deliver to the Buyer:
 - 4.1.1. the transfer of the physical Assets and the intellectual property specified in Schedule 2; and
 - 4.1.2. any paperwork or documentation relating to the Assets.
- 4.2. In respect of the period from the Transfer Date to the physical date upon which any of the assets may be transferred to the Buyer the Business shall be deemed to have been carried on by the Seller as undisclosed agent for and on behalf of the Buyer and all necessary accounting entries shall be made in the books of account of the Seller and the Buyer to reflect this agency.

- 4.3. Risk and property in and title to the Assets shall pass to the Buyer on the Transfer Date.
- 4.4. The Seller shall on or as soon as practicable after the Transfer Date deliver to the Buyer all transfers assignments and novations (if necessary) of the Assets (including the Intellectual Property) together with the relevant documents of title necessary to give effect to this Agreement.
- 4.5. Each of the Seller and the Buyer shall advise their professional advisers as appropriate to update any statutory books and records and the accounts relating to each party to reflect any changes to the ownership of any Assets transferred under this Agreement.

5. Liabilities

- 5.1. The Buyer agrees to purchase the Business subject to and to assume and discharge all debts owing by the Seller in respect of the Business and all other liabilities of the Business subsisting as at the Transfer Date insofar as they are transferred to the Buyer under the terms of this Agreement and the Buyer agrees to indemnify the Seller against all claims demands actions or other proceedings in respect of such debts or liabilities.

6. Employees

- 6.1. The Buyer agrees and acknowledges that the contracts of employment of all the Employees of the Seller at completion, if any, shall not be terminated but shall continue to have effect as if originally made between the Employees and the Buyer in accordance with and save as may be otherwise provided by the Transfer of Undertakings (Protection of Employment) Regulations 1981.

7. Further Assurance and Contracts

- 7.1. The Seller agrees and declares that it will after and notwithstanding completion of the sale and purchase under this agreement execute and deliver any other documents and take any other steps as shall reasonably be required from time to time by the Buyer to vest in the Buyer or as it may direct the Business and the Assets and the Intellectual Property.
- 7.2. Subject always to clause 7.3 below the Buyer shall after Completion carry out and complete for its own account the Contracts to the extent that the same have not been performed prior to Completion, and are in the reasonable opinion of the Buyer commercially sound and viable.
- 7.3. In so far as the benefit of the Contracts cannot effectively be transferred by the Seller to the Buyer except by way of an agreement of novation with or consent to the assignment from the person, firm or company concerned:
 - 7.3.1. The Seller and the Buyer shall (if the Buyer so requires and at the expense of the Buyer) co-operate to do everything they reasonably can to procure the Contracts to be novated or assigned as aforesaid as soon as reasonably practicable.
 - 7.3.2. In the case of any assignment as aforesaid the Buyer shall undertake to indemnify the Seller against all costs, claims, liabilities and expenses arising by reason of or in connection with the non-

performance or the defective or negligent performance by the Buyer of the Contracts following such assignment.

- 7.3.3. Unless and until any such Contracts shall be novated or assigned as aforesaid the Seller shall hold the benefit of the said Contracts in trust for the Buyer and shall account to the Buyer accordingly in respect of any sums or other benefits received by the Seller in respect thereof and otherwise act at the direction of the Buyer and as its agent in all matters relating thereto subject to the Buyer indemnifying and holding the Seller harmless against any action, claim, demand, proceeding, damage, expense, charge, liability, cost or loss which the Seller may have made or brought against it or suffer or incur as a consequence

8. VAT

- 8.1. The parties shall if so determined by the parties accountants or HMRC use all reasonable endeavours to procure that the sale of the Business is deemed to be a transfer of a business as a going concern for the purposes of the Value Added Tax Act 1994 Section 49, and the Value Added Tax (Special Provisions) Order 1995 Article 5.
- 8.2. The Seller shall forthwith deliver to the Buyer copies of all the records of the Business for VAT purposes which are required by any relevant tax legislation to be preserved by the Buyer.
- 8.3. The Buyer shall for a period of not less than 6 years from the Transfer Date preserve the records delivered to it by the Seller and, upon reasonable notice during normal business hours, make them available to the Seller or its agents.

9. Costs

- 9.1. The costs of the Seller and the Buyer of and incidental to this agreement and the formation and registration of the Buyer shall be borne by the Buyer.

10. Governing law

- 10.1. The Agreement shall be construed in accordance with and governed by the laws of England and Wales.

11. General

- 11.1. The headings to clauses in this agreement shall not affect its construction.

EXECUTED as a deed by
AEROTHERMAL GROUP LIMITED
by a director in the
presence of a witness:

) 
) Ian Toll

Witness's signature :



Witness's name (capitals) :

JULIAN COE

Witness's address (capitals) :

17 OLD SANDPIT LANE
BEACON HILL POOLE BH16 6AX

SIGNED as a Deed by
AEROTHERMAL HOLDINGS LIMITED
as Guarantor
in the presence of:

) 
) Christian Toll

Witness's signature :



Witness's name (capitals) :

JULIAN COE

Witness's address (capitals) :

17 OLD SANDPIT LANE
BEACON HILL POOLE BH16 6AX

SCHEDULE 2

THE INTELLECTUAL PROPERTY TRANSFERRED

The intellectual Property to be transferred to the Buyer shall, as per clause 2, include the transfer of all intellectual property (including draft documents, research materials and reports, drawings, designs, calculations and formulae), and whether registered or unregistered, and in the case of registerable rights, whether pending or granted. In terms of registered patents these shall include:

UK Patent No. 2 477 422

Filed 28th January 2011

"Apparatus and Process for Treating Waste"

Case: AEROTHERMAL, 001-P-UK11A

UK Patent No. 2 477 423

Filed 28th January 2011

"Apparatus and Process for Treating Waste"

Case: AEROTHERMAL, 001-P-UK11B

PCT Patent Application No. PCT/GB2011/050145

Filed 28th January 2011

"Apparatus and Process for Treating Waste"

Case: AEROTHERMAL, 001-PCT

UK Patent Application No. 11 102 59.7

Filed 17th June 2011

"Apparatus and Process for Treating Waste"

Case: AEROTHERMAL, 008-P-UK

PCT Patent Application No. PCT/GB2012/051335

Filed 13th June 2012

"Apparatus and Process for Treating Waste"

Case: AEROTHERMAL, 008-PCT