

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CAIRNS INTELLECTUAL PROPERTY LIMITED	10/12/2016
RECEIVING PARTY DATA	
Name:	DIPIX EUROPE LIMITED
Street Address:	Q WEST, 1110 GREAT WEST ROAD, BRENTFORD
Internal Address:	INTERNATIONAL HOUSE
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	TW8 0GP
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6964514
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	211104.001X
NAME OF SUBMITTER:	SUZANNAH K. SUNDBY
SIGNATURE:	/Suzannah K. Sundby/
DATE SIGNED:	10/21/2016
Total Attachments: 6	
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ASSIGNATION OF PATENT

between

CAIRNS INTELLECTUAL PROPERTY LIMITED

and

DIPIX EUROPE LIMITED

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PATENT ASSIGNATION between

PARTIES

- (1) Cairns Intellectual Property Limited incorporated and registered in England and Wales with company number 07110311 whose registered office is at Q West/ International House, 1110 Great West Road, Brentford, Middlesex, TW8 0GP (**Assignor**).
- (2) Dipix Europe Limited incorporated and registered in England and Wales with company number 05543719 whose registered office is at Q West/ International House, 1110 Great West Road, Brentford, Middlesex, TW8 0GP (**Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of the Patent (as defined below).
- (B) The Assignor has agreed to assign the Patent to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

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

Patent: US Patent No. 6,964, 514.

1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; a reference to one gender shall include a reference to the other genders; a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision; a reference to **writing** or **written** does not include fax or email.

1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, phrase or term preceding those terms.

2. **ASSIGNMENT**

in consideration of the sum of ONE POUND STERLING (£1) (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee, absolutely with full title guarantee, all its right, title and interest in and to the Patent, and in and to all and any inventions disclosed in the Patent, including 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 the Patent whether occurring before, on or after the date of that assignation.

3. **FURTHER ASSURANCE**

3.1 At the Assignee's expense the Assignor shall execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including registration of the Assignee's ownership of the Patent.

4. **GENERAL**

4.1 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.

4.2 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

4.3 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

4.4 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

4.5 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision.

5. NOTICES

5.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its address given above.

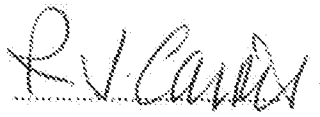
5.2 Any notice or communication shall be deemed to have been received:

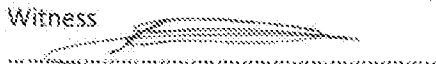
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

6. GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

For and on behalf of Cairns
Intellectual Property Limited, by
at
on the 12 day of October 2015
in the presence of this witness:


Director

Witness

Full Name
Emma Kevin
Address
110 Great West Road
Brentford, Middlesex
TW8 0GF

For and on behalf of Dipix Europe
Limited, by

R.J. Cairns
Director

at
on the 12 day of October 2016
in the presence of this witness:

Witness [Signature]

Full Name
Cairns Kevin

Address
1110 Great West Road
Brentford, Middlesex
TW8 0GF