

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4279220

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF LEICESTER	01/04/2017
RECEIVING PARTY DATA	
Name:	JONATHAN STEPHEN LAPINGTON
Street Address:	2 HEN YSGOL
Internal Address:	LON PWLL CLAI
City:	EDERN, PWLLHELI, GWYNEDD
State/Country:	UNITED KINGDOM
Postal Code:	LL536JB
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9396913
CORRESPONDENCE DATA	
Fax Number:	(202)672-5399
<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:	IPDocketing@foley.com, alevi@foley.com
Correspondent Name:	JOSEPH P. MEARA
Address Line 1:	FOLEY & LARDNER LLP
Address Line 2:	3000 K STREET N.W., SUITE 600
Address Line 4:	WASHINGTON, D.C. 20007-5109
ATTORNEY DOCKET NUMBER:	101621-0202
NAME OF SUBMITTER:	JOSEPH P. MEARA
SIGNATURE:	/Joseph P. Meara/
DATE SIGNED:	02/16/2017
Total Attachments: 9	
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DATED 4 of Jan 2017

- (1) Jon Lapington
- (2) University of Leicester

IP ASSIGNMENT AGREEMENT

IP ASSIGNMENT AGREEMENT

(the 'Agreement')

BETWEEN:

University of Leicester of University Road, Leicester LE1 7RH ("Leicester"); and

Jon Lapington of 2 Hen Ysgol, Llan Pwll Clai, Edern, Pwllheli, Gwynedd, LL53 6JB, United Kingdom ("the Assignee")

Each a 'Party' and together the 'Parties'.

WHEREAS:

- (1) Leicester owns the intellectual property detailed in Schedule 1 (the "IP")
- (2) The Assignee wishes to acquire the IP by way of an assignment.
- (3) Leicester wishes to assign the IP to the Assignee subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- | | |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Effective Date" | means the date of the last signature of this Agreement. |
| "Anniversary" | means each anniversary of the Effective Date. |
| "Year" | each year of the Agreement, with the first Year commencing on the Effective Date up to but not including the first Anniversary and the second Year commencing on the first Anniversary and continuing up to but not including the second Anniversary, and so forth. |
| "Fee" | means the sum payable in consideration of the assignment of the IP as set out in Clause 3. |
| "Revenue" | means all sums received by the Assignee from the commercialisation of the IP under this Agreement |
| "Royalty/Royalties" | means the payments due to Leicester from the Assignee in accordance with Clause 4. |

1.2 References to 'including' in this Agreement in the context of a list or description of items shall be construed as meaning 'including without limiting the generality of the foregoing'.

1.3 The headings in this Agreement are for ease of reference only and shall not affect its interpretation.

2. Assignment

Subject to the timely payment and receipt of the Fee in accordance with Clause 3,

Leicester hereby assigns to the Assignee with full title guarantee all rights, title and interest in and to the IP including, but not limited to:

- 2.1 the right to bring any proceedings and obtain any remedy in respect of any infringement of the IP which has occurred prior to the date of this Agreement;
- 2.2 all other intellectual property rights subsisting in the IP including, but not limited to, goodwill and copyright;

3. **Fee Payment**

- 3.1 The Assignee shall pay to Leicester the Fee of £5 in consideration for the assignment of the IP under this Agreement.
- 3.2 The Fee shall be exclusive of any value added tax or other tax payable on the assignment of the IP under this Agreement.
- 3.3 Leicester shall invoice the Assignee for the Fee on or as soon as reasonably practicable after the Effective Date. The Assignee shall pay the Fee within thirty (30) days of the date of the invoice.

[REDACTED]

[REDACTED]

[REDACTED]

4. **Royalties Payment and Records**

[REDACTED]



5. Proceedings

- 5.1 Leicester shall, on request, provide the Assignee with reasonable assistance in relation to any legal action which may be brought by the Assignee in accordance with its rights under Clause 2.1 or be brought against the Assignee in respect of the IP.
- 5.2 The Assignee shall reimburse Leicester for any reasonable costs or expenses (including legal costs) incurred by Leicester in providing assistance under this Clause 5.
- 5.3 The rights under Clause 2.1 and the provisions of this Clause 5 shall apply notwithstanding any warranty given by Leicester under Clause 7.

6. Further Assistance

- 6.1 Subject to receipt of the Fee, Leicester shall provide all reasonable assistance that may be reasonably required by the Assignee in order to:
 - 6.1.1 perfect or confirm the assignment of the IP including, but not limited to, performing all acts and executing all documents required to vest the IP and all relevant associated rights in the Assignee; and
 - 6.1.2 give the Assignee the full benefit of this Agreement.
- 6.2 The Assignee shall reimburse Leicester for any reasonable costs or expenses (including legal costs) incurred by Leicester in complying with the requests of the Assignee under Clause 6.1.

7. Leicester's Warranties

- 7.1 Leicester hereby warrants and represents that:
 - 7.1.1 the IP is owned solely by Leicester and that Leicester is free to assign it absolutely to the Assignee;
 - 7.1.2 the IP, but for the assignment to the Assignee under this Agreement, would be fully enforceable by Leicester against any third party;
 - 7.1.3 no third party has any right, title or interest in the IP nor has claimed the same at any time prior to the Effective Date; and
 - 7.1.4 to the best of its current knowledge and belief the IP is free from any and all charges and encumbrances.
- 7.2 Leicester gives neither warranties nor makes any representations beyond those detailed in Clause 7.1 with respect to the IP.

8. Assignee's Warranties

- 8.1 The Assignee hereby warrants and represents that:
- 8.1.1 it has the right to enter into this Agreement;
 - 8.1.2 it shall pay the Fees in accordance with Clause 3;
 - 8.1.3 it shall pay the Royalties in accordance with Clause 4; and
 - 8.1.4 it shall not exceed the rights granted by this Agreement.

9. Assignment of Agreement

The Assignee shall have the right to assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of Leicester.

10. Anti Corruption and Bribery Act

- 10.1 Each Party:
- 10.1.1 shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010 and not engage in any activity, practice or conduct or knowingly allow anyone connected to it to do so which would constitute an offence under the Bribery Act 2010;
 - 10.1.2 warrants and represents (without limiting the generality of Clause 10.1.1) to the other that it has not offered to give or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forbore to do any act in relation to the obtaining or execution of this Agreement or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement;
 - 10.1.3 shall procure that any person who is performing obligations in connection with this Agreement abides by the terms of this Agreement.
- 10.2 The Assignee shall promptly report to Leicester any request or demand which if complied with would amount to a breach of either this Agreement or the Bribery Act 2010.
- 10.3 The obligations of the Parties under this Agreement impose no further obligation on either Party:
- 10.3.1 to prescribe, provide favourable status for, or otherwise support the other Party's or a third party's products or services; or
 - 10.3.2 to supply services or to provide anything other than that which is set out in this Agreement.
- 10.4 Breach of this Clause shall be deemed a material breach of this Agreement.

11. Notices

- 11.1 Any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand, internationally recognised courier, first class post, Special Delivery post or email addressed to the recipient below (or another person which the recipient has notified in writing to the sender in accordance with this Clause 11.1, to be received by the sender not less than seven (7) days before the notice is despatched).

- 11.1.1 For Leicester – to Research and Enterprise Division, University of Leicester, University Road, Leicester, LE1 7RH; [Timms, Rebecca E. – 'ret25@leicester.ac.uk'];
- 11.1.2 For the assignee – to 'Jon Lapington, 2 Hen. Ysgof, Lon Pwll Clai, Edern, Pwllheli, Gwynedd, LL53 6JB' [Email: 'jon@lapington.com']
- 11.2 The notice, demand or communication will be deemed to have been duly served:
 - 11.2.1 if delivered by hand, at the time of delivery;
 - 11.2.2 if delivered by an internationally recognised courier, first class post or Special Delivery post, forty eight (48) hours after being posted (excluding days other than business days in England);
 - 11.2.3 if delivered by email, the next business day after transmission provided that no automatic out of office message is received and provided always that a confirmatory copy is sent by hand, internationally recognised courier, first class post or by Special Delivery post by the end of the next business day.

12. Publicity

The Assignee will not use the name of Leicester, or of any member of Leicester's staff, in any publicity, advertising or news release without the prior written approval of an authorised representative of Leicester. Other than for annual reporting purposes, Leicester will not use the name of the Assignee, or any employee of the Assignee, in any publicity without the prior written approval of the Assignee.

13. Force Majeure

Any failure or delay by either Party in the performance of its obligations under this Agreement which is due to any supervening event beyond its control including, but not limited to, war, national emergency, flood, earthquake, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labour strike, lockout, boycott or other similar events will not be deemed a default of this Agreement or a ground for termination provided that the Party relying upon this provision gives prompt written notice thereof, and takes all steps reasonably necessary to mitigate the effects of the force majeure event.

14. **Waiver**

No failure, delay, relaxation or indulgence on the part of either Party in exercising or partially exercising any right hereunder shall operate as a waiver of such rights.

15. **Severability**

If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

16. **Entire Agreement**

The Parties acknowledge that this Agreement including the Schedules contains the whole agreement between the Parties in respect of its subject matter and supersedes all prior arrangements, agreements, promises, statements, representations, assurances, warranties and understandings between them relating to the subject matter.

17. **Law and Jurisdiction**

This Assignment and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with laws of England and Wales and, the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

IN WITNESS of these matters this Assignment has been executed and delivered on the effective date set out at the beginning of this Assignment.

SIGNED By



Authorised Signature for and on behalf of Assignee

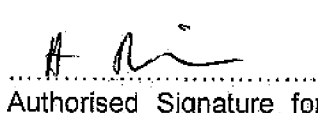
Name: JON LAPINGTON

Position: PROFESSOR

Dated:

19/12/2016

SIGNED By



Authorised Signature for and on behalf of Leicester

Name: A REID

Position: ACTING DIRECTOR OF COMMERCIALISATION

Dated:

4/1/17

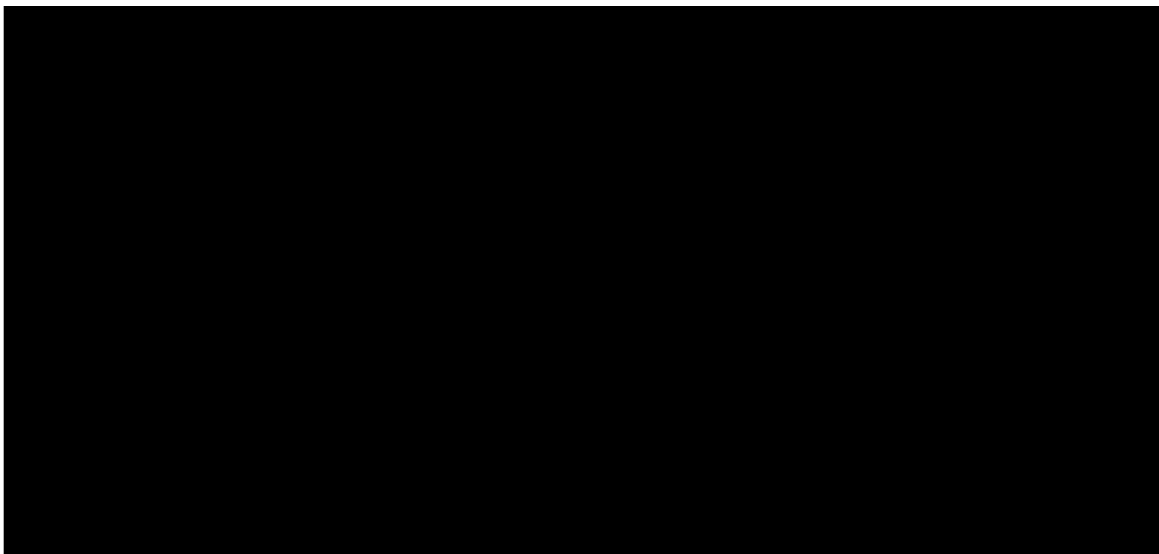
SCHEDULE 1

THE PATENT(S)

Country	Patent Description	Patent No. / Serial No.
US	CHARGE READ-OUT STRUCTURE FOR A PHOTON / PARTICLE DETECTOR	US9396913 (B2)
EP	CHARGE READ-OUT STRUCTURE FOR A PHOTON / PARTICLE DETECTOR	EP2496966 (A2)

SCHEDULE 2

PAYMENT BANK DETAILS



WRITTEN STATEMENT TO BE SUBMITTED TO

