

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4274194

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MAGICUP MARKETING LIMITED	11/04/2016
RECEIVING PARTY DATA		
Name:	MAGECUP LIMITED	
Street Address:	MELVILLE COTTAGE	
Internal Address:	LA RUE DE LA BOTELLERIA	
City:	ST. OUN, JERSEY	
State/Country:	GREAT BRITAIN	
Postal Code:	JE3 2HL	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8931654
CORRESPONDENCE DATA		
Fax Number:	(855)221-0917	
<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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Email:	EBurgess@Dykema.com	
Correspondent Name:	DYKEMA GOSSETT PLLC	
Address Line 1:	1301 K STREET, NW	
Address Line 2:	SUITE 1100 WEST	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	66455-303	
NAME OF SUBMITTER:	RICHARD H. TUSHIN	
SIGNATURE:	/RICHARD H. TUSHIN/	
DATE SIGNED:	02/14/2017	
Total Attachments: 7		
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(1) MAGICUP MARKETING LIMITED

- and -

(2) MAGECUP LIMITED

INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment is made on 4 November 2010:

Between:

- (1) Magicup Marketing Limited, a company registered in England and Wales with registration number 07118972, whose registered office is at 2 Merus Court, Meridian Business Park, Leicester, England LE19 1RJ (the "Assignor"); and
- (2) Magecup Limited, a company registered in Jersey with registration number 993273, whose registered office is at Melville Cottage, La Rue De La Batellerie, St Ouen, Jersey JE3 2HL (the "Assignee")

Together the Assignor and the Assignee shall be referred to as the "Parties".

Whereas:

- (A) The shareholders of the Assignee are Mr Stewart Humphrey, Mr Robert Clifford and the estate of Mr Steven Le Masurier.
- (B) By a Patent and Know-How Licence Agreement dated 15 May 2010 between the Assignor and Agentdraw Limited ("Agentdraw") (the "Licence"), a licence was granted in favour of Agentdraw in respect of certain patents and knowhow. This Licence is attached to this Agreement at Annex 1.
- (C) By a Joint Venture Shareholders' Agreement dated 15 May 2010 the shareholders of the Assignor (which were, and currently are, the Assignee, Mr Darren Parsons and Mr Kevin Alan Sheppard) together with Mr Stewart Humphrey and Mr Steven Le Masurier (who at the time were shareholders of the assignee together with Mr Robert Clifford) agreed to an arrangement in relation to the development and licensing of the patented technology subject of the Licence (the "JVA"). This JVA is attached to this Agreement at Annex 2.
- (D) The Assignor owes the Assignee a debt amounting to £229,655 as a result of payments made on behalf of the Assignor by the Assignee.
- (E) At a meeting of the directors of the Assignor held at The Ramada Encore, 84-90 Charles Street, Leicester on 28 October 2010 the directors of the Assignor (i) acknowledged and agreed to termination of the JVA and (ii) approved the transfer all of the Assignor's Intellectual Property Rights to the Assignee. A copy of the minutes of this meeting is attached to this Agreement at Annex 3.
- (F) The Parties have agreed to discharge the debt owed to the Assignee by the Assignor by way of the assignment in this Agreement and the consideration paid under this Agreement is an equivalent value to the debt to enable them to set off against one another.
- (G) Pursuant to clause 13 of the Licence, the Assignor has given prior written notice of this assignment to Agentdraw. The Assignee has also given a written undertaking to Agentdraw to be bound by the obligations of and as the Licensor in the Licence. The notice and undertaking referred to here are attached to this Agreement at Annex 4.

Definitions:

"Assigned Intellectual Property Rights" means the Intellectual Property Rights assigned under this Agreement in Clause 1.

"Effective Date" means the date of this Agreement as written above.

"Intellectual Property Rights" means, 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 or to sue for passing off or 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 (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist now or in the future in any part of the world.

Assignment:

1. In consideration of the sum of £229,655 (which is equivalent to the sum owed to the Assignee by the Assignor) to be paid to the Assignor by the Assignee by way of discharging a debt of that same amount that is owed to the Assignee by the Assignor and hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee, with full title guarantee, all of its right, title and interest in and to any and all of its Intellectual Property Rights, which includes but is not limited to all Intellectual Property Rights that are the subject of the Licence including, in particular the Patents and Licensed Know-how as they are defined and particularised in the Licence.
2. The Parties agree and acknowledge that the assignment in clause 1 is subject to the Licence in favour of Agentdraw continuing and that the Assignee shall take the place of the Assignor in that Licence. In respect of this arrangement the Assignor hereby assigns the entire benefit of the Licence to the Assignee, including for the avoidance of doubt the right to be paid all royalties that are due by the Licensee and the right to claim for all past royalties that, as at the Effective Date of this Agreement, have not been paid by the Licensee.

Further Assurance:

3. The Parties agree to execute and deliver, or cause to be executed and delivered, such further documents and do such further acts, including the filing of any such documents, as may be necessary or desirable to give full effect to the terms of this Agreement and to record the assignment of any Intellectual Property Right assigned by this Agreement in the relevant territories and at the relevant intellectual property offices.

Warranties:

4. The Assignor warrants to the Assignee that the facts stated in the Recitals are accurate
5. The Parties warrant to one another they are entitled to enter into this Assignment and have not previously assigned the Assigned Intellectual Property Rights or granted any licence over any of the Assigned Intellectual Property Rights to any third party.

Entire Agreement:

6. This Agreement constitutes the entire agreement between the Parties relating to its subject matter, and supersedes and extinguishes any prior undertakings, representations, warranties, conditions and arrangements of any nature, whether in writing or oral, relating to that subject matter.

Third Party Rights:

7. A person who is not a party to this Agreement shall have no rights, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise, to enforce any term of this Agreement.

General:

8. If any provision of this Agreement is illegal or unenforceable, whether in whole or in part, the validity and enforceability of the remainder of this Agreement shall not be affected.
9. No variation or waiver or other amendment of this Agreement shall be effective or enforceable unless made in writing and signed by or on behalf of the Parties.
10. Each Party shall bear its own costs in relation to the negotiation, preparation and execution of this Agreement

Governing Law and Jurisdiction:

11. This Agreement and any dispute of claim arising out of, or in connection with, it or its subject matter or formation (including any dispute or claim relating to non-contractual obligations) shall be governed by and interpreted in accordance with the laws of England. The English courts have jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement or its subject matter or formation (including any non-contractual dispute or claim).

Counterparts:

12. This Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.
13. This Agreement shall not come into effect until each Party has executed at least one counterpart.

Execution:

This Agreement has been signed on behalf of the Parties by their duly authorised representatives effective as of the Effective Date

Signed for and on behalf of Magicup Marketing Limited by:

Name: ...S.T. GUNARAJ... H.M.P. HILLY...

Position: Director

Signature: ......

Date: ...4 November 2016...

And also signed for and on behalf of Magicup Marketing Limited by:

Name: Daniel P. S. S.

Position: Director

Signature: [Signature]

Date: 4 November 2016

Signed for and on behalf of Magecup Limited by:

Name: Robert Clifford

Position: Director

Signature: [Signature]

Date: 4 November 2016

[illegible]

100%



US008931654B2

(12) United States Patent
Le Masurier et al.**(10) Patent No.: US 8,931,654 B2**
(45) Date of Patent: Jan. 13, 2015**(54) CLOSURE DEVICE FOR A FLUID VESSEL****(75) Inventors:** Steven Le Masurier, Jersey (GB);
Stewart Humphrey, Jersey (GB);
Darren Parsons, Lutterworth (GB)**(73) Assignee:** Magleup Marketing Limited,
Whetstone, Leicestershire (GB)**(*) Notice:** Subject to any disclaimer, the term of this
patent is extended or adjusted under 35
U.S.C. 154(b) by 698 days.**(21) Appl. No.:** 12/452,993**(22) PCT Filed:** Jul. 31, 2008**(86) PCT No.:** PCT/GB2008/002610§ 371 (c)(1),
(2), (4) Date: Apr. 8, 2010**(87) PCT Pub. No.:** WO2009/016380

PCT Pub. Date: Feb. 5, 2009

(65) Prior Publication Data

US 2010/0206074 A1 Aug. 19, 2010

(30) Foreign Application Priority Data

Jul. 31, 2007 (GB) 0714968.5

(51) Int. Cl.
B65D 51/16 (2006.01)
A47G 19/22 (2006.01)
B65D 47/24 (2006.01)**(52) U.S. Cl.**
CPC A47G 19/2272 (2013.01); B65D 47/24
(2013.01); B65D 2313/04 (2013.01)
USPC 220/203.09; 220/203.01; 220/719;
220/703**(58) Field of Classification Search**USPC 220/203.01, 203.02, 203.03, 203.09,
220/203.28, 203.29, 703, 719
See application file for complete search history.**(56) References Cited****U.S. PATENT DOCUMENTS**1,254,251 A * 1/1918 Magnus 220/719
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3,360,161 A * 12/1967 Smith 220/719
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English Abstract of JP 1029657.

Primary Examiner — Penn Mathew

Assistant Examiner — Christopher McKinley

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(57) ABSTRACT

A closure device (2) for a fluid vessel (1) comprises a bistable valve arrangement which includes first and second valve rim portions (4, 5) and a valve member (3) engageable with either of the rim portions (4, 5) respectively to define an open position in which fluid (9) can exit the vessel (1) and a closed position in which fluid (9) is substantially prevented from exiting the vessel (1). The valve is arranged to close automatically when an impulse is exerted against the valve member (3). This can occur for example when the vessel (1) is knocked over and the fluid (9) therein exerts pressure against the valve member (3).

17 Claims, 14 Drawing Sheets