

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4275886

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LEEDS LITHIUM POWER LIMITED	04/27/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	THE UNIVERSITY OF LEEDS
<b>Street Address:</b>	LEEDS
<b>City:</b>	LEEDS
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	LS2 9JT
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7449033
<b>CORRESPONDENCE DATA</b>	
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<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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<b>ATTORNEY DOCKET NUMBER:</b>	LCM-4777-47
<b>NAME OF SUBMITTER:</b>	LEONARD C. MITCHARD
<b>SIGNATURE:</b>	/Leonard C. Mitchard/
<b>DATE SIGNED:</b>	02/15/2017
<b>Total Attachments: 28</b>	
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DATED 27<sup>th</sup> April 2009

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

between

LEEDS LITHIUM POWER LIMITED

and

THE UNIVERSITY OF LEEDS

THIS AGREEMENT is dated

2009

#### PARTIES

- (1) **LEEDS LITHIUM POWER LIMITED** incorporated in England and Wales (registered number 05696774) and having its registered office at Leeds Innovation Centre, 103 Clarendon Road, Leeds, LS2 9DF (the "Assignor");
- (2) **THE UNIVERSITY OF LEEDS**, a body incorporated by Royal Charter having its principal offices at Leeds, LS2 9JT ("Assignee") (the "Assignee")

#### BACKGROUND

- (A) The Assignor was assigned, on 20 December 2006, all of BTG's rights and title in and to the Patents, the Know How and the IPR pursuant to the BTG Assignment and Transfer Agreement.
- (B) Further to the terms of the Asset Transfer Agreement, the Assignor has agreed to assign to the Assignee all its rights in and to the Assigned IPR on the terms set out below.

#### AGREED TERMS

##### 1. INTERPRETATION

The definition in this clause applies in this agreement (including the Background).

**Asset Transfer Agreement:** means the asset transfer agreement dated the same date as this agreement between the Assignor and the Assignee, pursuant to which this agreement is being entered into.

**Assigned IPR:** shall have the meaning set out clause 2.1.

**BTG:** BTG International Limited (company number 2664412).

**BTG Assignment and Transfer Agreement:** an agreement between BTG and the Company dated 20th December 2006, such agreement which is attached to the Asset Transfer Agreement as Schedule 2.

**IPR:** shall have the meaning set out in the BTG Assignment and Transfer Agreement.

**Know How:** shall have the meaning set out in the BTG Assignment and Transfer Agreement.

**Patents:** shall have the meaning set out in the BTG Assignment and Transfer Agreement.

##### 2. ASSIGNMENT

- 2.1 Pursuant to and for the consideration set out in the Asset Transfer Agreement and in consideration of £1 (receipt of which is hereby acknowledged), the Assignor assigns

and transfers to the Assignee with full title guarantee and free of encumbrances, the following rights:

- (a) all of its rights, title and interest in and to the Patents;
  - (b) all of its rights, title and interest in and to the Know-How as at the date of this Agreement and in its possession and control and
  - (c) all of its rights, title and interest in and to the IPR so that such IPR will belong to and vest in the name of the Assignee absolutely
- (together the "Assigned IPR").

2.2 The assignment in clause 2.1 includes all rights and powers arising or accrued in and to the Patents (whether under statute or common law) including without limitation:

- (a) all rights to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any of the Patents, whether committed before or after the date of this agreement, and to retain any and all sums obtained through such actions;
- (b) the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents, for their full term; and
- (c) all rights the right to apply for, prosecute and obtain patent or similar protection in the UK and throughout all other countries of the world in respect of the inventions embodied therein including any rights to claim priority therefrom to the intent that the grant of any patent or similar protection shall be in the name of and vest in the Assignee.

### 3. WARRANTIES

3.1 The Assignor warrants to the Assignee that

- (a) this agreement is validly executed and constitutes binding obligations on it; and
- (b) by reason of the BTG Assignment and Transfer Agreement, the Assignor is the owner of the Assigned IPR and has the right and power to enter into this agreement and assign the rights in this agreement;
- (c) the Assignor's obligation to make payments under clause 3 of the BTG Assignment and Transfer Agreement to the Recipients (as defined in the BTG Assignment and Transfer Agreement) have been fulfilled in full and no payments in respect of such are outstanding or shall become due now or in the future; and
- (d) it shall at all times keep the Know-how secret and confidential and shall take all steps necessary to protect all such Know-how from unauthorised disclosure.

3.2 The Assignor further warrants to the Assignee the warranties detailed in the Schedule to this agreement.

#### 4. FURTHER ASSURANCE

4.1 The Assignor further covenant to the Assignee that at the request and cost of the Assignee it will at all times:

- (a) do all such reasonable acts and execute all such documents as may be reasonably necessary or desirable to secure the vesting in the Assignee of all rights assigned to it under this agreement, including the execution of a short form patent assignment in agreed form to perfect or record the assignment of rights to the Assignee under this agreement in any national or supra-national patent office; and
- (b) use reasonable endeavours to assist in the resolution of any question arising from the prosecution of any of the Patents.

4.2 The Assignor hereby irrevocably appoints the Assignee and its successors in title to be its attorney to execute or sign any documents and do any other acts or things which the Assignee may consider necessary and/or desirable for the purpose of carrying out or giving effect to the terms and provisions of this agreement. The Assignor hereby ratifies and confirms and agrees to ratify and confirm whatever the Assignee may lawfully do pursuant to this clause 4.2.

#### 5. GENERAL

5.1 Each party acknowledges that no failure or delay by a party in exercising any right, power or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege.

5.2 Unless this agreement expressly states otherwise a person who is not a party to this Assignment has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

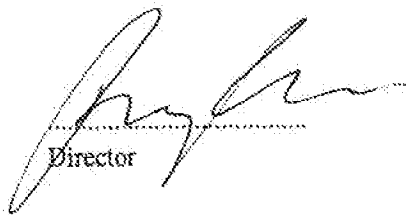
5.3 If any of the terms of this agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

5.4 This agreement shall be governed by and construed in accordance with the law of England and Wales.

5.5 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement.

This agreement has been entered into on the date stated at the beginning of it.

Signed by Dr. Rob Rule for and on behalf  
of LEEDS LITHIUM  
POWER LIMITED



Director

Signed by Mr. Gordon Matthewman for  
and on behalf of THE UNIVERSITY OF  
LEEDS



Authorised Signatory



## Schedule

### Warranties

1. The Assignor warrants in favour of the Assignee that:

- a) as at the date of this agreement, it has not received any notice in writing that any person is seeking to revoke any of the rights under the Patents of which it is the registered owner;
- b) it has not received written notice that use of the Assigned IPR or any part thereof infringes the rights of any third party;
- c) it has not entered into any agreements relating to the Assigned IPR or any part thereof with any third party which would:
  - i. prevent the assignment of the Assigned IPR to the Assignee under this agreement;
  - ii. conflict with any provision of this agreement; and/or
  - iii. prevent or hinder the Assignee from having the full benefit of the Assigned IPR and any part thereof.
- d) It shall not (save with the prior written consent of the Assignee) use any of the Assigned IPR but these restrictions shall not apply to any Know-how which:
  - i. the Assignor can demonstrate was already known to it at the time when it came in possession of the Know-how;
  - ii. has become generally known other than as a result of a breach by the Assignor of its obligations under this agreement or any other agreement;
  - iii. was received by the Assignor from a third party who was not acting in breach of any obligation of confidentiality;is required to be disclosed by law, an order of a court of competent jurisdiction or other tribunal, government regulation or a regulator competent to require such disclosure or use; and
- e) except under the terms of written confidentiality undertakings it has not disposed of or disclosed outside of the Assignor, its directors, consultants and employees any confidential information relating to and/or falling within the scope of the Assigned IPR, except as permitted by paragraph 1(d) above.

THIS AGREEMENT is made the                      day of                      2006

PARTIES :

- (1) BTG International Limited, incorporated in England under No. 2664412, whose registered office is located at 10 Fleet Place, Limeburner Lane, London EC4M 7SB ("BTG");
- (2) The University of Leeds incorporated in England under Royal Charter whose principal address is located at University of Leeds, Leeds, West Yorkshire, LS2 9JT ("UOL");
- (3) Gelectris Limited incorporated in England under No.03236565, whose registered office is located at Financial Services, 11-84 E.C.Stoner Building, University of Leeds, Leeds, LS2 9JT ("GEL");
- (4) University of Leeds IP Limited incorporated in England under No.04582496, whose registered office is located at Financial Services, 11-84 E.C.Stoner Building, University of Leeds, Leeds, LS2 9JT ("ULIP"); and
- (5) Leeds Lithium Power Limited incorporated in England under No.05696774, whose registered office is located at Leeds Innovation Centre, 103 Clarendon Road, Leeds, LS2 9DF ("LLP").

RECITALS:

- (A) BTG, UOL, GEL, and ULIP entered into an agreement dated 22 August 2003 under which BTG agreed, *inter alia*, to endeavour to develop and commercialise certain intellectual property which had been previously assigned on separate occasions, by UOL and GEL, to BTG ("the Commercialisation Agreement").
- (B) Under the Commercialisation Agreement, a share of any monies received by BTG for licences granted to third parties to use the relevant intellectual property, was to be paid to ULIP for CLIP to apportion and pay such share as appropriate to UOL, GEL and any other parties as may be required under other agreements entered into by UOL.
- (C) UOL, GEL and ULIP hold any right or interest which they may retain in the inventions.

Patents, Know How and IPR upon trust for BTG and BTG being the only person having a beneficial interest in the Patents, Know How and IPR has now requested that insofar that UOL, GEL and VLP do retain any right or interest in the Patents, Know How and IPR, that such is now assigned to LLP on the terms and conditions of this Agreement.

- (D) The parties to the Commercialisation Agreement have now decided that the development and commercialisation of the relevant intellectual property would be enhanced if all of such intellectual property as developed to date, is assigned to LLP in accordance with the provisions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

#### 1 DEFINITIONS

In this Agreement and in addition to the definitions given in the Recitals above, unless the context otherwise requires, the following expressions have the following meanings:

- 'Agreed Sum' means £656,238 (six hundred fifty six thousand two hundred thirty eight pounds) being the maximum amount of Total Distributable Income above which in accordance with clause 3.4, LLP will no longer be obliged to pay any sums under this Agreement to BTG and GEL;
- 'BTG Equipment' means the equipment listed at Schedule 1 which as at the date of this Agreement is owned by BTG;
- 'Commercial Launch' means the point at which the total net payments received by LLP under this Agreement either from its customers or from its licensees from the manufacture and/or sale of products incorporating the technology described in the claims to the Patents, exceeds £300,000 (three hundred thousand pounds);
- 'Developments' means all developments, enhancements and/or modifications to the Inventions carried out by or on behalf of BTG including but not limited to any developments, enhancements and/or modifications which are defined as "Improvements" in the

Commercialisation Agreement:

- 'Direct Costs' means the sums incurred by LLP as listed at Schedule 2.
- 'GEL Equipment' means the equipment listed at Schedule 3 which as at the date of this Agreement is owned by GEL.
- 'Inventions' means the inventions described in the Patents.
- 'IPR' means all copyright, design right and all other intellectual property (other than the Patents and Know How) as subsists as at the date of this Agreement and which relates to the Inventions and in which, as at the date of this Agreement, BTG has a legal and/or beneficial interest (including under either (i) the Commercialisation Agreement, or (ii) any other agreements entered into by BTG with other persons pursuant to the evaluation, development or commercialisation of the Inventions including but not limited to the agreement dated 28 April 2003 entered into by BTG and Spectrapower Inc) or (iii) the Developments.
- 'Know How' means all data or knowledge regarding and relating to the Inventions (including but not limited to laboratory and research notes, manufacturing or other techniques, drawings, data, calculations, formulae, processes, prototypes and any other information devised or created exclusively for use in relation to the Inventions or the Developments, which is reasonably useful for manufacturing or implementing the Inventions properly, efficiently and/or commercially), including but not limited to full particulars of all correspondence, non disclosure agreements, contact names, lists of customers, lists of suppliers, lists of target customers, reports, know how transfers, evaluation agreements, licences in the

possession or control of BTG pertaining to BTG's efforts and achievements in attempting to exploit the Inventions as well as true copies of all other similar material and agreements in the possession or control of BTG:

'Patents'

means (i) the granted patents and patent applications, short particulars of which are set out in Schedule 4, (ii) any patents and patent applications made or granted in any territory, which are of the same subject matter as the Inventions and/or claim priority from any of the granted patents and patent applications set out in Schedule 4, (iii) any granted patents or patent applications filed by or on behalf of BTG, for any Developments, (iv) any reissues, extensions, divisions or continuations of any patents or patent applications falling under clauses (i), (ii) or (iii) above.

'the Recipients'

means for the purposes of clause 3, the collective term for BTG and GEL;

'Total Distributable Income'

means Total Income less Direct Costs;

'Total Income'

means the actual, non-refundable, royalties, advances, option fees, milestone payments and other monies received by LLP in payment of the licence or the grant of other rights under the Patents (other than any sums received by LLP in respect of any research on and/or development of the Inventions falling short of Commercial Launch) or otherwise generated by the commercialisation of the Patents, the Know How, the IPR, the Inventions and the Developments. In addition, the term shall include the following receipts by LLP: (a) any payments by way of damages or account of profits awarded and paid to LLP, (b) the repayment of any UK income tax or other relevant tax deducted from such sums before

receipt by LLP, and (c) the amount of any relief for double taxation received by LLP in respect of any payments under the Patents;

'Year'

means a period of 12 calendar months expiring at midnight on the anniversary of the date of this Agreement.

## 2 ASSIGNMENT

2.1 In consideration of the mutual rights and obligations under this Agreement, BTG with full title guarantee assigns and transfers to LLP:

2.1.1 the Patents and all the benefit, right, title and interest conferred on BTG by any of the Patents including the right to sue for past infringements and to obtain damages and other relief for any such infringements with the intent that any subsequent grants under the Patents shall belong to and vest in the name of LLP absolutely;

2.1.2 all rights and title in all Know How which as at the date of this Agreement, is in BTG's possession or control and listed in Schedule 5 together with the full unfettered and exclusive worldwide right to use such Know How for any purpose whatsoever (including but not limited to the filing of patent applications in respect of any part of such Know How); and

2.1.3 all of BTG's rights or title in the IPR so that such IPR will belong to and vest in the name of LLP absolutely.

2.2 BTG warrants in favour of LLP that

2.2.1 as at the date of this Agreement, it has not received any notice in writing that post grant any persons are to seek the cancellation of any of the rights under the Patents of which it is the registered owner;

2.2.2 it has not received written notice that use of the Inventions, the Patents, the Know How and/or the IPR infringe the rights of any third party.

- 2.3 Insofar as they may still retain any right or interest in, the Know How and the IPR the subject of clause 2.1.2, UOL and GEL at the request of and by the direction of BTG and/or LLP, hereby assign to LLP with the right to sue in relation to any infringements which have accrued as at the date of such vesting, to hold the same unto LLP and its successors in title absolutely.
- 2.4 Without prejudice to the generality of clauses 2.1, 2.2 and 2.3, BTG warrants in favour of LLP that it has not entered into any agreements relating to the Inventions with Spectrapower Inc, a Delaware corporation or any other third parties, which would prevent the assignment of the Patents, Know How and IPR to LLP under this Agreement or which would otherwise conflict with any provision of this Agreement.
- 2.5 BTG, UOL, GEL and ULIP covenant that they will at LLP's expense execute all documents, papers, forms and authorisations and depose to or swear all declarations which may be reasonably required by LLP for giving effect to this Agreement including but not limited to vesting and recording full right and title in the Patents, Know How and IPR in favour of LLP including the rights of action in relation to any infringements which have accrued as at the date of such vesting and recordal.
- 2.6 BTG, UOL, GEL and ULIP shall not (save with the prior written consent of LLP), use (except in the case of UOL for the sole purpose of internal, non commercial academic research on UOL's own account), any of the Patents, Know How or the IPR but these restrictions will not apply to any Know How which
- 2.6.1 the proposed user can demonstrate was already known to it at the time when it came in possession of the Know How;
  - 2.6.2 has become generally known other than as a result of a breach by the proposed user of its obligations of confidentiality under this Agreement or any other agreement;
  - 2.6.3 was received by the proposed user from a third party who was not acting in breach of any obligation of confidentiality; or
  - 2.6.4 is required to be disclosed by law, an order of a court of competent jurisdiction or other tribunal, government regulation or a regulator competent to require such disclosure or use.

2.7 BTG warrants that it has not in the six months prior to the date of this Agreement disposed of or disclosed outside BTG all or any copies of the know how packages pertaining to the Inventions and/or Developments and it further warrants that as soon as reasonably practicable after the date of this Agreement, it will deliver up to LLP and will not thereafter retain, all or any copies of the know how packages pertaining to the Inventions and Developments, which as at the date of this Agreement are in its possession, custody or control.

### 3 ACCOUNTING & REVENUE SHARING

3.1 Subject to the provisions of this clause 3, the Total Income shall be the absolute property of LLP.

3.2 Subject to clauses 3.4 and 3.10, during the first three Years of this Agreement or, if a shorter period, up to the end of the Year in which Commercial Launch occurs, LLP will pay in each Year (i) to BTG a sum equivalent to 10% (ten per cent) of the Total Distributable Income in excess of £100,000 (one hundred thousand pounds) received by LLP in that Year and (ii) to GEL a sum equivalent to 5.475% of the Total Distributable Income in excess of £100,000 (one hundred thousand pounds) received by LLP in that Year.

3.3 Subject to clause 3.4 and 3.10, after the expiry of three Years of this Agreement, or if earlier, in the Years following the Year in which Commercial Launch occurred, LLP will pay during this Agreement, each Year to BTG a sum equivalent to 20% (twenty per cent) of the Total Distributable Income received by LLP and to GEL a sum equivalent to 10.95% of the Total Distributable Income in that year unless Total Distributable Income received by LLP in that Year exceeds £500,000 (five hundred thousand pounds), in which case LLP will pay in each such Year to BTG a sum equivalent to 30% (thirty per cent) of the Total Distributable Income received by LLP in that year and to GEL a sum equivalent to 16.425% of the Total Distributable Income received by LLP in that year.

3.4 LLP will not be obliged to make any further payments to any of the Recipients under this Agreement if total payments paid to the Recipients under this Agreement have exceeded the Agreed Sum.



- 3.5 Payments made by LLP under this Agreement shall fall due in accordance with clause 3.7 and shall be in sterling or such other currency as LLP may reasonably nominate to an account nominated by the relevant Recipient and shall be made after deduction of any income or similar tax or any withholding tax as may be required by law. In respect of any currency conversions by LLP, the exchange rate to be used for transactions booked in each month shall be the relevant spot rate as published in the Financial Times in London or any similar paper on the first business day of that month.
- 3.6 Where LLP receives income for packages comprising both technology covered by the Patents and any other inventions or intellectual property owned or controlled by LLP, then LLP and the Recipients will consult with each other as to the proportion of the income which it would be appropriate to treat as Total Income. If after 60 days of such consultation LLP and the Recipients fail to reach agreement on the appropriate proportion then the dispute will be referred for a determination by a person appointed by the President of the United Kingdom's Chartered Institute of Patent Attorneys who shall act as an expert and not as an arbitrator and whose decision shall be final and binding on LLP and the Recipients. The costs of such expert determination shall be borne equally by both parties unless the expert resolves that one of the parties has acted unreasonably, in which case the costs will be at the expert's discretion.
- 3.7 Subject to clauses 3.4 and 3.6, within 60 days of the end of a Year, LLP shall deliver to each of the Recipients, a cumulative statement showing, *inter alia*, the Total Income and Direct Costs for that Year and the amount therefore payable to BTG (with LLP being required to keep such books and records as may be necessary for either of the Recipients to carry out an audit in accordance with clause 3.8) together with a remittance payable to the relevant Recipient for the stated amount.

3.8 Subject to any requirement reasonably imposed by LLP to protect confidentiality, on receipt of 30 days prior written notice from a Recipient, LLP shall permit an independent chartered accountant appointed by the notifying Recipient to audit, during normal business hours, the accounts, invoices and other records of LLP pertaining to the statement provided by LLP in accordance with clause 3.7 provided there has not been any previous audit in respect of the same accounting period. If such an audit reveals a discrepancy between the payment which is due to the Recipient and that which has been paid in accordance with clause 3.6, then the owing party will promptly pay a sum equivalent to the discrepancy to the other party. The cost of any audit carried out under this clause will be borne by the notifying Recipient unless the audit reveals that the amount which it has been paid by LLP under clause 3.7 is less than 95% (ninety five per cent) of what was found to be due to the Recipient, in which case, the cost of the audit will be borne by LLP.

3.9 In the event of any delay in effecting payments due under this Agreement by the due date, the paying party shall pay the receiving party interest (calculated on a daily basis) on the overdue payment from the date such payment is due to the date of actual payment at a rate of 4% (four per cent) above the base rate of Royal Bank of Scotland plc from time to time.

#### 4 CONFIDENTIALITY & DISCLOSURE OF KNOW HOW

4.1 As from the date of this Agreement, BTG, UOL, GEL and ULIP shall not, save with the prior written consent of LLP, disclose any of the Know How the subject of clause 2.1.2 to each other or any other third party unless

4.1.1 the disclosing party can demonstrate that it was already known to the disclosing party at the time when it came in possession of the Know How;

4.1.2 it has become generally known other than as a result of a breach by the disclosing party of its obligations of confidentiality under this Agreement or any other agreement;

4.1.3 it was received by the disclosing party from a third party not in breach of any obligation of confidentiality; or

4.1.4 disclosure is required to be disclosed by law, an order of a court of competent jurisdiction or other tribunal, government regulation or a regulator competent to require such disclosure.

4.2 As soon as reasonably practical after the date of this Agreement BTG shall make available to LLP the Know How which as at the date of this Agreement is in BTG's possession or control (other than that which it is not at liberty to disclose for reasons provided by BTG to LLP in writing before the date of this Agreement).

## 5 TRANSFER OF EQUIPMENT

5.1 Upon the date of this Agreement, BTG will transfer all right and title to the BTG Equipment to LLP.

5.2 Upon the date of this Agreement GEL will transfer all right and title to the GEL equipment to LLP.

## 6 TERMINATION

6.1 LLP may upon written notice (without prejudice to the generality of sub clause 6.2) cease payment to BTG of any sums which otherwise may have been due or which might fall due under this Agreement and/or may terminate this Agreement, in the event that BTG

6.1.1 shall breach any of the warranties given by BTG in favour of LLP under this Agreement; or

6.1.2 shall fail to perform or observe any material obligation on its part to be performed or observed under this Agreement provided that where the breach is reasonably remediable, the notice from LLP shall also require BTG to remedy the breach and if BTG so remedies the breach within 21 days of the notice being served, the notice to terminate shall be deemed to be void and of no effect.

6.2 On the termination of this Agreement all the rights and obligations of the parties under this Agreement shall automatically terminate except for such rights of action as shall have accrued prior to such termination and any obligations and rights which expressly or by implication are intended to come into or continue in force on or after such termination, including but not limited to Clauses 4, 5, and 9.

7 WAIVER OF REMEDIES

No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

8 LIMITATION OF LIABILITY

- 8.1 In no event shall UOL or ULIP be liable for loss of business or profit, or for any indirect or consequential loss or damage that may arise from LLP's, or its sublicensees', use of any part of the Patents, the Know-How or the IPR.
- 8.2 LLP shall indemnify and hold harmless UOL and ULIP against all costs, claims and expenses incurred by LLP that arise from the LLP's, or its sublicensees', use of any part of the Patents, the Know-How or the IPR.

9 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to the Patents, Know How, the IPR and the Inventions and thereby supersedes and invalidates all other commitments (accrued or future save for any sums which may already fallen due as at the date of this Agreement and which to date have not been paid), prior agreements, representations and warranties relating to the Inventions whether such were in writing or oral. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of all of the parties. The parties acknowledge that in entering this Agreement, they have not relied on any representation or warranty other than those expressly contained in this Agreement although the provisions of this clause shall not operate so as to exclude liability of a party to the other parties for fraudulent misrepresentation.

10 NOTICES

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address in England as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile transmission when despatched.

11 SEVERABILITY

Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.

12 LAW


This Agreement shall be governed by and construed in accordance with the laws of England & Wales and the parties hereby submit to the non exclusive jurisdiction of the Courts of England & Wales.

EXECUTED under hand in five originals the day and year first before written

SIGNED for and on behalf of

BTG INTERNATIONAL LIMITED

By CHRISTINE SOREN

Signature 

Title FINANCE DIRECTOR

Witness   
EDWARD SIMONS, SOLICITOR.

SIGNED for and on behalf of

UNIVERSITY OF LEEDS

By

Signature

Title

Witness

SIGNED for and on behalf of

BTG INTERNATIONAL LIMITED

By

Signature

Title

Witness

SIGNED for and on behalf of

UNIVERSITY OF LEEDS

By J. R. GARR

Signature

*Ron Garr*

Title

*Secretary*

Witness

*R. Wolf*  
*R. Wolfson*

SIGNED for and on behalf of

GELECTRIX LIMITED

By *JAW M WARD*

Signature *John M Ward*

Title *Proprietor*

Witness *[Signature]*

SIGNED for and on behalf of

UNIVERSITY OF LEEDS IP LIMITED

By *RAYMOND WOLF*

Signature *R Wolf*

Title *Director*

Witness *[Signature]*



SIGNED for and on behalf of

LEEDS LITHIUM POWER LIMITED

By ALISON FIELDING

Signature *Alison Fielding*

Title DIRECTOR

Witness *[Signature]*

SCHEDULE 1

BTG EQUIPMENT

RONDOL 21MM X 25:1 L/D TWIN SCREW EXTRUDER

Serial No. C2100.

RONDOL LINEAR 18 SINGLE SCREW CROSS-HEAD EXTRUDER

Serial No. C2102.

Additional No 220070473      Type NMRV/063      B3-6-7-8

BRABENDER MODEL DDSR20 - TC20/12+200T TWIN SCREW VOLUMETRIC FEEDER

Serial No. C2101.

RONDOL MULTI-ROLL FOIL LAMINATION SYSTEM

Serial No. C2104.

MAIN OPERATOR CONTROL PANEL

Serial No. C2100-4.

## SCHEDULE 2

### DIRECT COSTS

All costs incurred by LLP relating to

- (a) the prosecution, maintenance and enforcement of the Patents, the Know How and the IPR;
- (b) the development, manufacture and other commercialisation of the Inventions and the Developments;
- (c) without prejudice to the generality of any of the foregoing, the negotiation of licences and other agreements relating to the commercialisation of the Inventions and the Developments;
- (d) without prejudice to the generality of any of the foregoing, consulting fees, legal fees and other external fees, outside consultants' or experts' fees or official fees and any other external expenses (including reasonable accommodation and travel expenses) incurred (i) in LLP seeking advice and assistance in respect of the commercialisation of the Inventions, or the enforcement of the Patents and any other intellectual property rights in support of the Inventions in the United Kingdom and elsewhere, (ii) pursuant to the auditing of licences under the Patents or other agreements relating to the commercialisation of the Inventions and the Developments and preparation of the cumulative statements referred to in clause 3 of this Agreement, and (iii) in relation to proceedings brought by or against LLP before any patent office, tribunal or court in any territory for the enforcement or defence of the Patents, the IPR or the Know How.

Direct Costs will not include any sums payable by LLP for services rendered by UOL or the IP Group.

SCHEDULE 3

GEL EQUIPMENT

Bitrade Battery Tester

Model SCN6-1/1701-5

Serial No 99130

SCHEDULE 4

PATENTS

United Kingdom Patent with a filing date of 29 September 1992 and Grant No. 2260137 [*Lithium Conducting Polymers*]

European Patent Application with filing date of 31 August 2001 and a publication date of 26 June 2003 under Publication No. 1320905 [*Polymer Electrolyte Electrode Extrusion Process*]

## SCHEDULE 5

### KNOW-HOW DOCUMENTS

1. Polymer electrolyte for use in an electrochromic device: know-how document (Hugh Hubbard)
2. BTG project on rechargeable lithium cells – final report 2002 (Ian Ward)
3. Cell specification available with the technology – summary sheet
4. Calculation of key specifications
5. SpectraPower – Leeds U. – BTG – Business Plan. Advanced Manufacturing and Li-Ion Battery Power Systems, June 1, 2002
6. Presentation of published work, 2003
7. List of papers produced by the Leeds and IRC Polymer Electrolyte Group
8. Paper 'Structure of poly(vinylidene fluoride)gel electrolytes'
9. Paper 'Thermoreversible polymer gel electrolytes'
10. Paper 'NMR studies of Ionic Mobility and Molecular Mobility in Polymer electrolytes'
11. Paper 'The role of ionic salts in determining Tg and ionic conductivity in concentrated PEG electrolyte solutions'
12. Paper 'NMR Studies of ionic mobility in polymer gel electrolytes for advanced lithium batteries'
13. Paper 'Pulsed field gradient NMR diffusion measurements on electrolyte solutions containing LiCF<sub>3</sub>SO<sub>3</sub>'
14. Paper 'NMR measurements of self-diffusion in polymer gel electrolytes'
15. UK Patent GB 2260137B
16. CIP brochure insert: Electro-polymers – Polymer gel Electrolyte
17. BTG leaflet – Polymer Gel Electrolytes
18. Overheads – Gelectrix Limited background
19. SMART I Project – Final Report February 1998
20. SMART II Project – Quarterly Progress Report Oct-Dec 1998
21. SMART II Project – Quarterly Progress Report Jan-Mar 1999
22. SMART II Project – Quarterly Progress Report Apr-Aug 1999
23. SMART II Project – Quarterly Progress Report Sep-Nov 1999
24. SMART II Project – Final Report Oct 2000
25. Minutes of CCL Technical Meetings
  - a. 27 Oct 1998
  - b. 1 Dec 1998
  - c. 25 Feb 1999
  - d. 20 Jan 1999
  - e. 14 Apr 1999
  - f. 19 May 1999
  - g. 27 July 1999
  - h. 3 Sep 1999
26. Lithium Polymer Battery Project – Progress Reports prepared by Simon Wellings
  - a. Dec02/jan03
  - b. Feb03
  - c. Mar03
  - d. Apr03
  - e. May03
27. 19<sup>th</sup> International Seminar – Primary and Secondary Batteries, Fort Lauderdale, March 02, Overheads
28. Extruded Battery Components Patent – PCT/GB01/03937
29. Re-issued Patent – Ionically Conductive Polymer Gels – US RE37,700E
30. SMART I and SMART II - Overheads

PATENT