

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4351052

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HELMUT BUCHBERGER	06/11/2012
RECEIVING PARTY DATA	
Name:	BATMARK LIMITED
Street Address:	GLOBE HOUSE
Internal Address:	4 TEMPLE PLACE
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	WC2R 2PG
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15399121
CORRESPONDENCE DATA	
Fax Number:	(612)349-9266
<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>	
Phone:	612.349.5740
Email:	RABE@PTSLAW.COM
Correspondent Name:	AMY M. SALMELA
Address Line 1:	80 SOUTH 8TH STREET
Address Line 2:	4800 IDS CENTER
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	4839.33WOUS02
NAME OF SUBMITTER:	AUBRE RABE
SIGNATURE:	/AUBRE RABE/
DATE SIGNED:	04/04/2017
Total Attachments: 8	
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Herbert Smith

11 June 2012

DR HELMUT BUCHBERGER

and

BATMARK LIMITED

IP ASSIGNMENT

Herbert Smith LLP

THIS DEED OF ASSIGNMENT is made on 11 June 2012

BETWEEN:

- (1) **DR HELMUT BUCHBERGER** of Kieferweg 10, A-4482 Ennsdorf, Austria (the "Assignor"); and
- (2) **BATMARK LIMITED** a company incorporated in England with registered number 2967280 whose registered office is at Globe House, 4 Temple Place, London, WC2R 2PG, United Kingdom (the "Assignee").

WHEREAS:

- (A) The Assignor is the sole inventor and the sole registered proprietor of the Patents (as defined below), where these are granted patents, and is entitled to the benefit of the patent applications forming part of the Patents.
- (B) The Assignor is the sole and exclusive owner of the Other Intellectual Property (as defined below), and is entitled to the benefit of all such Other Intellectual Property.
- (C) Under the terms of the asset purchase agreement entered into by the Assignor and the Assignee on 2 May 2012 (the "APA"), the Assignor agreed to sell and transfer the Patents and the Other Intellectual Property to the Assignee on the terms of this Agreement.

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS

- 1.1 In this Agreement each of the following words and expressions have the following meanings, unless the context otherwise requires:

"Encumbrance" means any claim, option, charge (fixed or floating), mortgage, lien, pledge, equity, encumbrance, right to acquire, right of pre-emption, right of first refusal, title retention, or other security interest, any grant or other right or any other agreement or arrangement having a similar effect or any agreement to create any of the foregoing (save that this shall not include any claim of a third party that its Intellectual Property Rights are infringed);

"Full Title Guarantee" means with the benefit of the following covenants: (i) the Assignor has the right to dispose of the Patents and the Other Intellectual Property; (ii) where any of the Patents and the Other Intellectual Property is registered, the whole of the property in the registered title is being transferred to the Assignee; (iii) where any of the Patents and the Other Intellectual Property is not registered, all right, title and interest in and to the Patents and the Other Intellectual Property is being transferred to the Assignee, and (iv) the Patents and the Other Intellectual Property are free from all Encumbrances;

"Intellectual Property Rights" means all inventions (whether patentable or not), utility models, design rights, database rights (and rights to extract information from such databases), copyright, moral rights, semiconductor topography rights, rights in and to software, including source codes, domain name registrations, unregistered trade and service marks, logos, get-up and trade names and, in each case, the goodwill attaching to them, all Registered Intellectual Property Rights, all Know-how, and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them, including any similar rights in brands and property rights in biological or chemical

materials and prototypes, which arise or subsist anywhere in the world, including applications for and the right to apply for any of the foregoing;

"Know-how" means all know-how, trade secrets and confidential information, in any form (including paper, electronically stored data, magnetic media, film and microfilm) including without limitation technical information and other information which is not in the public domain, including information comprising or relating to drawings, concepts, data, discoveries, formulae, ideas, inventions, materials, methods, procedures, designs for experiments and tests and results of experimentation and testing (including results of research or development), processes (including manufacturing processes, specifications and techniques), chemical, pharmacological, toxicological, clinical, analytical and quality control data, clinical and non-clinical trial data, case report forms, data analyses, reports, manufacturing data or summaries, information contained in submissions to and information from ethics committees and regulatory authorities, information relating to the working of any product, process, invention, improvement or development, tables of operating conditions and information concerning intellectual property portfolio and strategy. The fact that an item is known to the public shall not be taken to preclude the possibility that a compilation including the item, and/or a development relating to the item, is not known to the public;

"Other Intellectual Property" means all Intellectual Property Rights, other than the Patents, relating to or in connection with the Patents and/or the Woyzek Prototype, that are owned by the Assignor at the date hereof, including, without limitation, those Intellectual Property Rights as more particularly set out in Schedule 2 of this Agreement, but excluding the domain name "buchberger-pharma.com";

"Party" or **"Parties"** means a party or the parties to this Agreement;

"Patents" means the patents and patent applications, together with all national and international patent applications or priority applications, including provisional applications, on which the patents or patent applications are based, the particulars of which are set out in Schedule 1 of this Agreement;

"Registered Intellectual Property Rights" means all patents, utility models, registered designs, registered copyrights, plant variety rights, registered trade and service marks and domain names, together with:

- (A) the goodwill attaching to any of the foregoing;
- (B) any applications for registration and rights to grant of any of the foregoing; and
- (C) any rights or forms of protection of a similar nature to any of the foregoing anywhere in the world;

"Woyzek Prototype" means all inhaler prototypes designed to deliver a condensation aerosol preferably containing nicotine by means of electrical energy, including the Woyzek Prototype P1.3 but excluding the two models that were sold to the Counterparty (as defined in the APA), which have been invented and developed by the Assignor and which are currently known as "Woyzek"; and

"Woyzek Prototype P1.3" means the Woyzek Prototype that has been evaluated in Southampton in February 2012 and which is the most advanced Woyzek Prototype available at the date hereof.

2. ASSIGNMENT

2.1 With effect from the date of this Agreement, the Assignor HEREBY ASSIGNS to the Assignee with Full Title Guarantee, except as otherwise provided in Clause 2.3:

2.1.1 all his right, title and interest in and to the Patents and the Other Intellectual Property, together with any goodwill owned by the Assignor associated with any trade mark assets and any copyright owned by the Assignor in the Other Intellectual Property; and

2.1.2 the benefit of any applications forming part of the Patents, to the intent that the grant of letters patent or similar protection pursuant to each of the applications shall be in the name of and vest in the Assignee,

TOGETHER WITH the right to sue for damages and other remedies in respect of any infringement of any of the Patents or the Other Intellectual Property prior to the date hereof together with the right (if any) to sue for damages and other remedies in respect of any acts prior to the date hereof within the scope of the claims of any specification published in respect of any application forming part of the Patents and the right to apply for, prosecute and obtain patent protection throughout the world in respect of the inventions claimed in the Patents, including the right to claim priority therefrom to the intent that the grant of letters patent or similar protection shall be in the name of and vest in the Assignee.

2.2 The consideration for the Patents and the Other Intellectual Property is as set out in Clauses 3.3 and 3.4 of the APA.

2.3 For the avoidance of doubt, the Assignor gives no warranty, representation or covenant that the use of the Patents and the Other Intellectual Property does not infringe the Intellectual Property Rights of any third party and the Assignor shall not be liable to the Assignee for any loss or damage suffered directly or indirectly as a result of any such infringement.

3. FURTHER ASSURANCE

3.1 At the request and cost of the Assignee, the Assignor covenants with the Assignee to, and to use all reasonable efforts to procure that any necessary third party shall, execute all such deeds and documents and do all such things as the Assignee may require to:

3.1.1 perfect the Assignee's title to any and all of the rights assigned under Clause 2;

3.1.2 assist with the prosecution to grant of any patent application forming part of the Patents; and

3.1.3 assist the Assignee in any claim or proceeding involving such rights,

including: (i) providing any applicable records, files and papers related to the same that the Assignor holds; and (ii) executing, or procuring the execution of, any confirmatory documents that may be necessary to record the assignments made under Clause 2 in the appropriate register or registers.

3.2 The Assignee shall be entitled, at its own cost and expense, to record the assignments made under Clause 2 in the appropriate register or registers, or to appoint agents to do so.

4. POWER OF ATTORNEY

- 4.1 The Assignor hereby appoints irrevocably the Assignee to be his attorney to execute such instruments and do any such thing on behalf of the Assignor which is exclusively for the purposes of effecting the assignments made under Clause 2.
- 4.2 The Assignor undertakes to ratify each and every act or thing which is effected by the Assignee in accordance with Clause 4.1.
- 4.3 This power of attorney is irrevocable until such time as the assignments made under Clause 2 are effected in full.

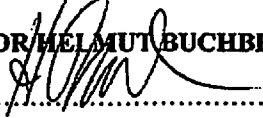
5. GENERAL

- 5.1 This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when executed and delivered shall be an original, but all the counterparts together constitute one instrument. An executed signature page of this Agreement delivered by facsimile or email transmission shall be as effective as an original executed signature page. Notwithstanding the foregoing, the Parties shall deliver original execution copies of this Agreement to one another as soon as practicable following execution thereof.
- 5.2 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to this Agreement.
- 5.3 The notice provisions from Clause 16 of the APA shall apply and be incorporated into this Agreement as if set out in full in this Agreement with references to "the Purchaser" to be construed as references to "the Assignee" and references to "the Vendor" to be construed as references to "the Assignor".
- 5.4 Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof shall be resolved in accordance with the procedure in Clause 18 of the APA.
- 5.5 This Agreement shall be governed by and construed in accordance with English law.

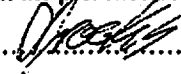
IN WITNESS WHEREOF this **DEED** of **ASSIGNMENT** has been executed by the Parties hereto and is intended to be and is hereby delivered on the day and year first above written.

SIGNED AS A DEED

by **DR/HELMUT BUCHBERGER**


.....

in the presence of:


.....

Witness signature

DAVID BROOKS
.....

Name of witness

15 KINGS CLOSE
.....

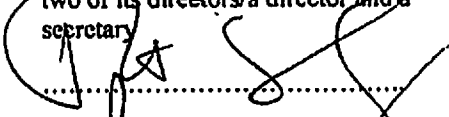
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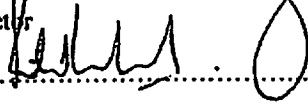
Address of witness

SIGNED AS A DEED

by **BATMARK LIMITED** acting by
two of its directors/a director and a
secretary


.....

Director


.....

Secretary/Director

SCHEDULE I

The Patents

Jurisdiction	Application Number [Patent No.]	Title	Patent Family	
			No. 1	
AT	A1660/2008 [AT 507187 B1]	Inhalator	No. 1	A1660/2008
WO	PCT/AT2009/000414	Inhalator	No. 1	A1660/2008
EP	09756651.7	Inhalator	No. 1	A1660/2008
US	13/125,343	Inhaler	No. 1	A1660/2008
JP	2011-532464	-	No. 1	A1660/2008
RU	2011120430	-	No. 1	A1660/2008
CN	200980152394.X	-	No. 1	A1660/2008
AT	A597/2009 [AT 507188 B1]	Inhalator	No. 2	A597/2009
WO	PCT/AT2009/000413	Inhalator	No. 2	A597/2009
EP	09756650.9	Inhalator	No. 2	A597/2009
CN	200980152395.4	-	No. 2	A597/2009
AT	A385/2010 [AT 508244 B1]	Inhalatorkomponente	No. 3	A385/2010
WO	PCT/AT2011/000122	Inhalatorkomponente	No. 3	A385/2010
AT	A386/2010 [AT 509046 B1]	Flächiger Verdampfer	No. 4	A386/2010
WO	PCT/AT2011/000123	Flächiger Verdampfer	No. 4	A386/2010
AT	A187/2011 [AT 510405 B1]	Inhalatorkomponente	No. 5	A187/2011
WO	PCT/AT2012/000017	Inhalatorkomponente	No. 5	A187/2011
AT	A1095/2011	Inhalatorkomponente	No. 6	A1095/2011
AT	A1543/2011	Inhalatorkomponente	No. 7	A1543/2011

SCHEDULE 2
The Other Intellectual Property

The trade marks:

"WOYZEK" which is registered in Austria with registration number 242281; and

"RÜSSELDAMPI" which is registered in Austria with registration number 248293

The domain names:

- www.woyzek.com; and
- www.woyzek.info.