

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CLAUDIO PAOLONI	10/14/2014
MAURO MINEO	10/14/2014
RECEIVING PARTY DATA	
Name:	UNIVERSITY OF LANCASTER
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Internal Address:	BAILRIGG
City:	LANCASTER
State/Country:	GREAT BRITAIN
Postal Code:	LA1 4YW
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15519018
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NAME OF SUBMITTER:	MICHAEL H. BRODOWSKI
SIGNATURE:	/Michael H. Brodowski/
DATE SIGNED:	04/18/2017
Total Attachments: 7	
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Dated 14 October 2014

University of Lancaster

Claudio PAOLONI

Mauro MINEO

IP ASSIGNMENT AND REVENUE DISTRIBUTION AGREEMENT

Curved Waveguide

Lancaster Reference RES/2014/018/CurvedWaveguide

THIS ASSIGNMENT is made on 14 October 2014 notwithstanding the dates of signature hereto

BETWEEN:

(1) University of Lancaster, incorporated by royal charter 657 of University House, Bailrigg, Lancaster LA1 4YW (the "University")

(2) Claudio PAOLONI of Engineering Department, Lancaster University, LA1 4YR

(3) Mauro MINEO of Engineering Department, Lancaster University, LA1 4YR

WHEREAS:

- (A) The Inventors as hereinafter defined have made certain inventions described in the Schedule hereto; and
- (B) The Inventors, being employees or students at the University at the time the said invention was made, wish formally to assign their rights in the invention to the University, and
- (C) The University wishes to commercialise the said invention for the benefit of all parties hereto,

NOW IT IS HEREBY AGREED as follows:

1 In this Agreement these terms shall have the following meanings:

Beneficiary	A third party which each Inventor may optionally choose to receive payments under this Agreement waived by the Inventor.
Deductible Expenses	Those out of pocket expenses accrued and paid which the University and/or LUBEL has incurred in protecting, maintaining, enforcing, defending, developing commercially, marketing and exploiting the Intellectual Property, irrecoverable taxes and the costs of any proceedings by or against the University (including any costs, sums or damages against the University in any such proceedings) but not including employee salary costs and/or 'overhead' charges (for example, space charges, utility charges) incurred by the University and/or LUBEL.
Gross Revenues	All revenues accrued and paid which derive from transactions entered into by the University and/or LUBEL for exploiting the Intellectual Property and shall include all forms of payment attributable to such exploitation whether in the nature of option or licences, fees, down payments, minimum or running royalties, payments from commercial third parties for development work or other forms of benefit in cash together with any taxes deducted at source which the University may be entitled to reclaim, but shall not include payments received from funding agencies for or in support of any research related to the Intellectual Property nor irrecoverable taxes.
Inventor	Each party hereto with the exception of the University.

Intellectual Property	The intellectual property in the invention detailed in the Schedule.
LUBEL	Lancaster University Business Enterprises Limited (a wholly-owned subsidiary of the University) a company registered in England and Wales under number 968581 with registered office at University House, Bailrigg, Lancaster LA1 4YW.
Net Revenues	Gross Revenues less Deductible Expenses
Revenue Year	A period from the first day of August to the final day of July in the following year, inclusive of both, over which accounting records for this Agreement are kept.

Rights and Duties of the Inventors

- 2 Each Inventor in consideration of the sum of £1 (receipt of which is hereby acknowledged) now assigns to the University absolutely and with full title guarantee:
 - 2.1 The Inventor's interests and share of and rights in the Intellectual Property and the full and exclusive benefit of the Intellectual Property;
 - 2.2 All the Inventor's rights in and to any application for patent or other protection and in any patents and other rights which may be granted pursuant to any such application regarding the Intellectual Property and the full exclusive benefit of them and all rights, privileges and advantages associated with them;
 - 2.3 The right to sue for damages and other remedies in respect of any infringement of the rights assigned under this Agreement which may have occurred prior to the date of this Agreement;
 - 2.4 All copyright, design right, and other intellectual and industrial property rights in the Intellectual Property to which each Inventor is now entitled under the laws in force in any part of the world, whether vested, future or contingent and including, but not limited to, any extensions, renewals, reversions and accrued rights of action;
 - 2.5 The right to apply for patent or other similar protection in any territory or group of territories in respect of the Intellectual Property and the right to claim priority under the International Convention for the Protection of Industrial Property and under any other relevant International Convention or Treaty for each country of the Union constituted by the relevant Convention in which application may be made by the University.
- 3 Each Inventor hereby warrants that in so far as they are aware no third party encumbrances affect their rights to make this assignment.
- 4 Each Inventor hereby covenants with the University that they will execute, sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the University (or the nominee of the University) to enjoy the full benefit of the property and rights hereby assigned by this Agreement and (if requested to do so by the University) to apply for any patents or other forms of protection in respect of the Intellectual Property throughout the world and to fully and effectively vest the same in the University or as the University shall direct.

- 5 Each Inventor hereby agrees to keep secret the Intellectual Property or such parts thereof that are not in the public domain as of the Effective Date of this Agreement and all information, documents, and other material relating to the Intellectual Property and any application for patent or other similar right and not to disclose the same to any third party or otherwise publish the same until such time as disclosure will not in the opinion of the University prejudice the granting of such rights or the opportunity to secure the commercial exploitation of the Intellectual Property.
- 6 Each Inventor may decide to waive their rights to receive income under this Agreement and shall then specify (1) the period (not to be less than 365 days) in which such waiver is to apply and (2) the Inventor's chosen Beneficiary, by giving the University not less than one month's notice in writing before the start of the waiver period. The Inventor is responsible for obtaining written approval (and a copy shall be supplied to the University with the notice of waiver) from the Beneficiary agreeing (1) to accept the sums waived and (2) to accept responsibility for any tax or other similar liability.
 - 6.1 Upon receipt of such a notice the University shall direct all sums so waived to the Beneficiary (which may be the University itself) and where the Beneficiary is the University, the University shall use the sum waived for the purposes of research and/or scholarly activity and shall seek approval wherever possible from the Inventor for the University's chosen use.
- 7 Each Inventor hereby waives all moral rights in the Intellectual Property under the Copyright Designs and Patents Act 1988.
- 8 Each Inventor agrees not to assign this Agreement or any of the rights, benefits, liabilities or obligations hereunder except with the previous written consent of the University.

Rights and Duties of the University

- 9 The University agrees (subject as provided in this Agreement) to use reasonable endeavours having regard to the circumstances prevailing from time to time (which shall include any actual or likely infringement of the intellectual property rights of third parties of which the University becomes aware) to secure the exploitation of the Intellectual Property upon such terms as it shall in its sole discretion deem fit.
- 10 The University hereby licenses each Inventor in perpetuity and irrevocably on a royalty-free basis with the right to use the Intellectual Property solely for the academic purposes of teaching, research and publication. For the avoidance of doubt, no commercial activity whatsoever is licensed by this clause 10.
- 11 The University shall have Gross Revenues as its absolute property, and the University agrees to share the Net Revenues with the Inventors as detailed in the Schedule hereto.
- 12 The University shall maintain clear records of Gross Revenues and Deductible Expenses during each Revenue Year, and following the end of each Revenue Year, the University:
 - 12.1 Shall as soon as reasonably possible prepare and render to each Inventor a statement in respect of the Revenue Year reporting Gross Revenues and Deductible Expenses together with the resulting payment becoming due under clause 11 above to be made to the Inventor (including sums waived as per clause 6 above.
 - 12.2 Shall make reasonable endeavours to make the said payments due to each Inventor (or Beneficiary) before the end of October immediately following the Revenue Year.

- 12.3 Shall not to any extent whatsoever be held responsible for delays arising from failure of any third party for any reason to provide information relevant to this clause.
- 13 The University shall make payments under this Agreement as follows:
- 13.1 Where an Inventor is a University employee and has not elected a Beneficiary, the University shall pay that Inventor's share of Net Revenues through the payroll of the University, and payment shall be subject to all prevailing legislation and regulation (such as deduction of tax and National Insurance).
- 13.2 Where an Inventor is a not a University employee and has not appointed a Beneficiary, the University shall pay that Inventor's share of Net Revenues to the Inventor, and payment shall be subject to all prevailing legislation and regulation (such as deduction of tax and National Insurance).
- 13.3 Where an Inventor has waived their rights to receive income and has nominated a Beneficiary, that Inventor's share of Net Revenues shall be paid without deduction to the Beneficiary (which shall have accepted responsibility for any tax or other similar liability as per clause 6 above).
- 14 The University shall continue to make payments to each Inventor in accordance with the terms of this Agreement if the Inventor leaves the employment of the University, and in the event of the decease of the Inventor, to the Inventor's estate.
- 15 The University shall be under no obligation (nor shall LUBEL) to institute or defend any legal proceedings whether for infringement, breach of contract or otherwise in respect of any patent, copyright, design rights or other similar rights or benefits which may apply to the Intellectual Property.
- 16 If any claim be made against one or more of the Inventors by a third party in connection with the Intellectual Property, other than any claim arising from the wilful default by one or more of the Inventor(s) concerned, then the University shall indemnify and keep the said Inventor(s) fully and effectively indemnified provided that:
- 16.1 the University is given immediate and complete control of the claim;
- 16.2 the said Inventor(s) do not prejudice the University's defence of the claim; and
- 16.3 the said Inventor(s) give the University all reasonable assistance with the claim; and
- 16.4 the said Inventor(s) have complied in all respects with the terms of this Agreement.
- 17 The University may assign responsibility for any of its administrative duties under this Agreement to LUBEL.
- General*
- 18 Nothing in this Agreement shall be deemed to constitute a partnership between the University and the Inventors or to constitute any of the parties hereto as the agent of the other.

- 19 The University and the Inventors shall each (on reasonable request of the other) produce to any duly authorised representative of the other or to any tax or other authority for inspection the accounts of its receipts and expenses referred to in this Agreement and any related vouchers or other written evidence and each shall permit the other (at the latter's expense) to make copies or take extracts of such documentation provided the other has given reasonable notice.
- 20 Any notice, consent or other communication authorised or required to be given under or for the purpose of this Agreement shall be deemed to be duly given by one party to the other if given in writing to the other at the other's address as set out above or as may have been notified in writing for such purpose by that other party.
- 21 Any dispute arising under this Agreement as to the rights or duties of the parties or the construction or effect of any of the provisions of this Agreement shall be resolved according to the following procedure:
- 21.1 the parties shall within ten working days of a written request from either party to the other, meet in a good faith effort to settle the dispute amicably;
- 21.2 if the dispute is not settled as a result of this meeting, the parties shall apply to the Centre for Dispute Resolution (CEDR) in London to appoint a mediator.
- 21.3 the parties shall within ten working days of the appointment of the mediator agree a programme for the exchange of any relevant information. The negotiations shall be held in London and shall be conducted in accordance with the practices and principles of the CEDR.
- 21.4 the decision of the mediator shall be final and binding on the parties. All parties shall bear their own costs.
- 22 This Agreement shall be governed and construed in accordance with English law.
- 23 This Agreement may be executed in a number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same Agreement.

SIGNED for and on behalf of University of Lancaster:

Signature *Shirley*

Position *Director of Finance*

SIGNED by the Inventors:

Claudio PAOLONI

Claudio Paoloni

Mauro MINEO

Mauro Mineo

SCHEDULE 1

The Intellectual Property – "Waveguide"

A waveguide where the electron beam enters and leaves the interaction region at curves in the waveguide.

The patent application GB1418133.3 filed on 14th October 2014 and all patent applications and granted patents derived from it.

Division of Net Revenues:

[REDACTED]

Subsequent subdivision of Net Revenues between Inventors:

[REDACTED]

[REDACTED]