

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4449403

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JAMES DOUGLAS CONNOR	05/08/2017
RECEIVING PARTY DATA		
Name:	LEGION INTERNATIONAL LIMITED	
Street Address:	UPLAND BUSINESS CENTRE, UPLAND ROAD	
Internal Address:	P.O. BOX 179, 2ND FLOOR	
City:	ST PETER PORT	
State/Country:	GUERNSEY	
Postal Code:	GY14HH	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	7188056
	Patent Number:	7389210
CORRESPONDENCE DATA		
Fax Number:	(703)816-4100	
<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:	(703)816-4000	
Email:	ptomail@nixonvan.com	
Correspondent Name:	NIXON & VANDERHYE, P.C.	
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Address Line 2:	11TH FLOOR	
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ATTORNEY DOCKET NUMBER:	MJS-1652-15 AND 1652-28	
NAME OF SUBMITTER:	MICHAEL J. SHEA	
SIGNATURE:	/Michael J. Shea/	
DATE SIGNED:	06/07/2017	
Total Attachments: 7		
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PATENT

REEL: 042639 FRAME: 0482

THIS DEED is executed and delivered as a deed on 8th May 2017

PARTIES

- (1) **JAMES DOUGLAS CONNOR** of Parc Saint Roman, 7 Avenue Saint Roman, MC98000 MONACO (**Assignor**).
- (2) **LEGION INTERNATIONAL LIMITED** incorporated and registered in Guernsey with company number 32443 whose registered office is at PO Box 179 2nd Floor, Upland Business Centre Upland Road St Peter Port GUERNSEY GY1 4HH (**Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of the Patents (as defined below).
- (B) The Assignor wishes to assign its rights in the Patents to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks are open for business.

Patents: United States Patent No. 7,188,056 and United States Patent No. 7,389,210.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.



- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax and email.
- 1.10 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. ASSIGNMENT

- 2.1 In consideration of the sum of £1.00, (receipt of which the Assignor expressly acknowledges) the Assignor hereby assigns to the Assignee absolutely with full title guarantee its right, title and interest in and to the Patents, and in and to all and any inventions disclosed therein including:
- (a) the right to claim priority from and to prosecute and obtain grant of patent and the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
 - (b) in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
 - (c) the right to extend to or register in or in respect of any country or territory in the world the Patents, and each and any of the applications filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications.
 - (d) the absolute entitlement to any patents granted pursuant to any of the applications filed as aforesaid; and
 - (e) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from

ownership, the Patents or any patents granted on any of the applications filed as aforesaid, whether occurring before on or after the date of this agreement.

3. WARRANTIES

3.1 The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of the Patents and it is properly registered as the applicant or proprietor;
- (b) all application, registration and renewal fees in respect of each of the Patents have been paid;
- (c) it has not assigned or licensed any of the rights under the Patents;
- (d) each Patent is free from any security interest, option, mortgage, charge or lien;
- (e) it is unaware of any infringement or likely infringement of, or any challenge or likely challenge to the validity of the Patents or of anything that might render the Patents invalid or subject to a compulsory licence order or prevent the Patents proceeding to grant; and
- (f) so far as it is aware, exploitation of the Patents will not infringe the rights of any third party.

4. INDEMNITY

4.1 The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with:

- (a) any breach by the Assignor of the warranties in clause 3 above; or
- (b) the enforcement of this agreement.

4.2 At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.

4.3 This indemnity shall apply whether or not the Assignee has been negligent or at fault.



4.4 If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.

4.5 Nothing in this clause shall restrict or limit the Assignee's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

5. FURTHER ASSURANCE

5.1 At its own expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including:

- (a) registration of the Assignee as the proprietor of the Patents; and
- (b) assisting the Assignee in obtaining, defending and enforcing the Patents.

5.2 The Assignor appoints the Assignee to be its attorney in his name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this deed.

5.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this clause and the proprietary interest of the Assignee in the Patents and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.

5.4 Without prejudice to clause 3.2 the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:

- (a) take any action that this agreement requires the Assignor to take;
- (b) exercise any rights which this agreement gives to the Assignor; and
- (c) appoint one or more persons to act substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.

5.5 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arranges in good faith in exercise of any power granted under this clause.



6. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

7. ENTIRE AGREEMENT

7.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

8. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9. SEVERANCE

9.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

9.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.



10. COUNTERPARTS

- 10.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 10.2 No counterpart shall be effective until each party has executed at least one counterpart.

11. THIRD PARTY RIGHTS

No one other than a party to this agreement shall have any right to enforce any of its terms.

12. NOTICES

- 12.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by fax to its main fax number; or
 - (c) sent by email to the address jdconnor@maia-institute.org.
- 12.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
 - (c) if sent by fax or email, at 9.00 am on the next Business Day after transmission.
- 12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

14. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This deed has been executed and delivered as a deed on the date shown on the first page.

Executed as a deed by
James Douglas Connor



In the presence of:

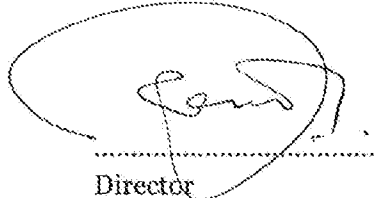
Witness: 

Name: EDUARDO RAMIRO AIZARON

Address: HAMELTON HOUSE

ROBBERDOWN PLACE

WC1A 9BB London, UK



Signed by **James Douglas Connor**
for and on behalf of **LEGION INTERNATIONAL LIMITED**

Director

In the presence of:

Witness: 

Name: RAFAEL JAVIER SANCHEZ HERRERA

Address: 26 ALEXANDRA GLOVE,

FLAT 5, LONDON N4 2LF