

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4497568

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	LICENSE
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MAUVE TECHNOLOGY LIMITED	04/01/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MEDIMARK SCIENTIFIC LIMITED
<b>Street Address:</b>	4 HIGH STREET
<b>Internal Address:</b>	BRASTED, WESTERHAM
<b>City:</b>	KENT
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	TN16 1JA
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8883222
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(970)262-1809
<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>	
<b>Phone:</b>	9702621800
<b>Email:</b>	docket@himtnpatents.com
<b>Correspondent Name:</b>	ALLISON OLENGINSKI
<b>Address Line 1:</b>	PO BOX 4928
<b>Address Line 2:</b>	LARSON & ANDERSON, LLC
<b>Address Line 4:</b>	DILLON, COLORADO 80435
<b>ATTORNEY DOCKET NUMBER:</b>	CHPM.P-010
<b>NAME OF SUBMITTER:</b>	ALLISON OLENGINSKI
<b>SIGNATURE:</b>	/Allison Olenginski, Reg. No. 55509/
<b>DATE SIGNED:</b>	07/11/2017
<b>Total Attachments: 15</b>	
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**AGREEMENT TO GRANT RIGHTS – INTELLECTUAL PROPERTY**

**BETWEEN**

**Mauve Technology Limited**

**and**

**Medimark Scientific Limited**

**AGREEMENT TO GRANT RIGHTS - INTELLECTUAL PROPERTY**

THIS AGREEMENT ("The Agreement") is made this 21 day of March 2017

BETWEEN

MAUVE TECHNOLOGY LIMITED of Unit 6, Riverside Park, Wimborne, Dorset, BH21 1QU  
(hereinafter referred to as "Mauve")

AND

MEDIMARK SCIENTIFIC LIMITED of 4 High Street, Brasted, Westerham, Kent, TN16 1JA  
(hereinafter referred to as "The Company")

The two companies above are collectively referred to as "The Parties" in The Agreement

WHEREAS

- A The Intellectual Property:  
Mauve is the owner of certain intellectual property relating to the formulation of Hypochlorous Acid - HOCL, The Intellectual Property, appearing in Appendix 1.
- B The Purpose:  
The Company wishes to use The Intellectual Property to enable it to develop, manufacture, market and sell The Products appearing in Appendix 2, into agreed markets and territories (The Markets and The Territories appearing in Appendix 3 and Appendix 4).
- C The Royalty:  
The Company will pay Mauve a royalty for the use of The Intellectual Property.

IT IS HEREBY AGREED as follows:

1 APPOINTMENT OF THE COMPANY

Subject to the terms and conditions herein:

- a Mauve hereby exclusively assigns The Intellectual Property to The Company without encumbrance or liability for The Purpose stated in (B) above for a period of fifteen years from the date hereof, save for the one exclusion stated in Appendix 4\*. Thereafter renewal of the Agreement shall recur at the same intervals unless terminated under the terms prescribed herein.

- b. Mauve grants to the Company a pre-emption option to purchase the ownership of some or all The Intellectual Property and other property related thereto and/or contemplated hereunder during the term.
- i. Where a sale is agreed in principle, the Purchase/Sale price shall be calculated at Ninety per cent (90%) of Market Value of the assets to be purchased as determined by an independent appraisal. If either the Company or Mauve disputes the Market Value of the assets to be conveyed, each Party shall nominate an appraiser. Those two appraisers shall agree on a third appraiser to determine Market Value. Each Party shall bear its own appraisal cost and one half of the cost of the third appraisal.
  - ii. Where the final independently agreed price is accepted by the Parties, they will complete the transaction.

## 2 ACCESS TO THE INTELLECTUAL PROPERTY AND SUBSEQUENT RELATED INTELLECTUAL PROPERTY

- a. Upon commencement of The Assignment Mauve shall pass to The Company the Intellectual Property in a form reasonably requested by The Company.
- b. Mauve undertakes to fulfill reasonable requests for additional Intellectual Property made by The Company.
- c. Mauve assigns to the Company the Intellectual Property rights absolutely for the full period and all renewals reversions and extensions of such period subsisting or arising.
- d. Withholding The Intellectual Property shall be deemed to be a material breach of this agreement unless the withholding is a result of a Force Majeure event as set out in Appendix 5.

## 3 ROYALTY AND FITNESS FOR PURPOSE OF THE MARKET READY PRODUCTS

In consideration of all appointments, grants and covenants by Mauve and contained herein the Company shall pay Mauve a royalty of 7.5% (seven-point-five percent) on revenue excluding sales taxes and net of rebates that The Company makes on all sales of the Products in the Markets in the Territories subject to the technology of the formulation being entirely fit for purpose at the outset of the Agreement and throughout its term, where 'Fit for Purpose of the Formulation' is as defined in Appendix 2.b of this agreement.

- c Should the formulations used in the Products not meet any of the 'Fitness for Purpose of the Formulation' criteria at any time resulting in a suspension or prevention of product sales the Company reserves the right to suspend the payment of a royalty until the position is remedied.
- d Payment of The Royalty shall be made by The Company the month after the end of the quarter in which the Products were sold.
- e Unless remaining unpaid as a result of events concerned with the 'Fitness for Purpose of the Formulation' or by reason of 'Force Majeure' event or events as set out in Appendix 5 non-payment of The Royalty shall be deemed to be a material breach of this agreement.

## 5 COVENANTS OF MAUVE

Mauve hereby agrees with The Company that it will during the continuance of the Agreement:

- a At all times uphold the covenants of the separately constituted Non-Disclosure Agreement and its addendums held with The Company. Safeguard the rights and intellectual property owned by The Company including but not limited to trademarks, formulation data, test results, technical data and all other secret material covered elsewhere by the separate Non-Disclosure Agreement.
- b Not at any time during the continuance of The Assignment and for a period of six (6) months thereafter either on his own account or for any other persons firm or company directly or indirectly solicit interfere with or endeavour to entice away from The Company any person who at the date of termination is an employee or distributor of The Company.
- c Not incur any liability on behalf of The Company or in any way pledge the credit of The Company nor present itself as anything but a party who has assigned Intellectual Property to The Company.
- d Obtain approval in writing from The Company prior to printing or publishing any mention of the name or business detail of The Company save by means of reference to material already in the public domain.
- e Provide The Company with the Intellectual Property in accordance with Clause 2 of this agreement

- f Ensure it has in place at all times all necessary consents, permissions and licences that enable it to assign the use of its intellectual property to The Company.
- g Shall not enter into competition with The Company directly or indirectly, and not take action that would have a detrimental impact on The Company by selling or manufacturing products that are the same or substantially similar to The Products. Products already listed by The Company at the time of signing this Assignment are excluded from the provisions of this clause.

## 6 COVENANTS OF THE COMPANY

The Company hereby agrees with Mauve that it will during the continuance of the Agreement;

- a At all times uphold the covenants of the separately constituted Non-Disclosure Agreement and its addendums held with Mauve. Safeguard the rights and intellectual property owned by Mauve including but not limited to trademarks, formulation data, test results, technical data and all other secret material covered elsewhere by the separate Non-Disclosure Agreement.
- b Not at any time during the continuance of The Assignment and for a period of six (6) months thereafter either on his own account or for any other persons firm or company directly or indirectly solicit interfere with or endeavour to entice away from Mauve any person who at the date of termination is an employee or distributor of Mauve.
- c Not incur any liability on behalf of Mauve or in any way pledge the credit of Mauve nor present itself as anything but a party to whom Mauve has assigned the rights to use the Intellectual Property of Mauve
- d Obtain approval in writing from Mauve prior to printing or publishing any mention of the name or business detail of Mauve save by means of reference to material already in the public domain.
- c Send to Mauve a sales report that shows the units of products sold in the quarter.
- d When given a month's notice, be prepared to have the sales reports audited by an accountant appointed by Mauve

8 PROTECTION OF INTELLECTUAL PROPERTY

- a For the avoidance of doubt, ownership of The Intellectual Property shall at all times stay with Mauve
- b All rights not expressly granted to The Company under this agreement are expressly reserved to Mauve.
- c Where an invention or innovation results from the Parties working to fulfil The Purpose either Party shall immediately bring the new invention to the notice of the other Party and both Parties will work in good faith to agree how the use and benefits of the new invention or innovation shall be assigned, excluding those relating to packaging, methods of mixing or applying the formulation where all rights will be solely owned by The Company.

9 INDEMNITY

- a Mauve covenants to indemnify The Company against all claims, liabilities and expenses arising out of any claim upon The Company in respect of the infringement of the Intellectual Property of any third party in the pursuit of the The Purpose.
- b The Company shall indemnify and hold Mauve and its agents, directors, officers and employees and representatives harmless from and against any and all damages, claims, costs, expenses, which they may at any time incur by reason of any action or proceeding brought against them arising out of or resulting from any intentional misrepresentation of the Intellectual Property.

10 GOVERNANCE, BREACHES & REMEDIES

- a The Parties agree to adopt the following arrangements by which the Agreement will be governed
  - i. Review the performance of the Agreement each 180 (one hundred and eighty) days from commencement at a Half Yearly Governance Meeting. Each party shall notify the other of specific topics for discussion at least 10 days prior to the agreed meeting dates.
  - ii. Use the Half Yearly Governance Meeting to agree requests for additional intellectual property



- iii. For the Parties to raise issues relating to the non-performance of this agreement in particular notification of breach or material breach by either party
  - iv. One Half Yearly Governance Meeting per year shall be used to share information on each Party's financial performance including disclosure of revenue, gross margins, actual costs incurred and the management of commercial risk.
- b. The Parties agree to keep each other fully informed as to the continued good financial standing and trading viability of their respective companies. To this end the Parties will exchange quarterly financial performance reports the content of which will be determined from time to time.
- c. If either party commits a material breach of any of the terms or conditions of this Agreement which is capable of rectification and fails to rectify such breach within ninety (90) days after written notice of such breach has been given the other party shall have the option to:
- i. withhold royalty payments until the breach is rectified if the breach was by Mauve;
  - ii. withhold intellectual property until the breach is rectified if the breach was by the Company;
  - iii. purchase the intellectual property subject to Clause 1.b; or
  - iv. terminate the agreement.

11 TERMINATION AND THE PARTIES' OBLIGATIONS ON TERMINATION

- a. Sales volumes:
- i. Subject to the product being continually 'Fit for Purpose' as referred in clause 3 (a – f) in the previous 6 months, the Royalty paid to Mauve shall not be less than £5,000 (five thousand pounds) for that same period.
  - ii. Where Mauve has met all the conditions of 'Fitness for Purpose' in the 6 months prior to the payment of Royalty for that period Mauve will have the right to notify the Company of its intention to terminate the Agreement.
  - iii. Having received notice to terminate from Mauve the Company will have 6 months to rectify the position by paying Mauve a Royalty of at least £10,000 (ten thousand pounds) for the period covering the 6 months that are the subject of the triggering of the termination notice together with the 6 months immediately following. Should rectification not

occur, Mauve will have the option to terminate the agreement after a further 6 months.

b Insolvency Events:

- i. The Parties agree to keep each other informed as to the likelihood of one or the other considering a directors' declaration of any Insolvency event prior to any first contact with an Insolvency Practitioner, official body including a regulatory affairs body, or any other adviser.
- ii. Should the Company expect to experience a Solvency Event (as set out in Appendix 6) whether by a voluntary process of the directors of Company or other process Mauve shall have the right to purchase Distribution Rights relating to The Products held by the Company. Mauve undertakes to protect any contractual rights of customers served by the Company.
- iii. Should Mauve expect to experience a Solvency Event whether by a voluntary process of the directors of Mauve or other process, the Company shall have the right to purchase the Intellectual Property at a price no greater than would arise from the valuation method set out in clause 1b of this Agreement.

c Either Party may terminate The Agreement with immediate effect by giving written notice should the other Party become subject to a Solvency Event.

d Termination of the Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Agreement shall continue in full force and effect

e Following termination for any reason:

- i. Unless by specific written agreement, neither Party nor any of their appointees will be permitted to use the name, or any trade name or registered trademarks of the other party for any reason other than necessary correspondence related between the parties or their professional representatives in the pursuance of the termination.
- ii. The Company will:
  - a. pay all Royalties due within a 3 (three) months of termination
  - b. return all Intellectual Property to Mauve;

- c. destroy all copies of the Intellectual Property it holds; and
- d. make itself available to be audited in order for Mauve to confirm that none of the Intellectual Property remains in its possession.

## 12 ARBITRATION

- a. In the event of difficulty in dispute resolution arising from any matter not specifically covered in this Agreement The Parties agree to enter arbitration via the appointment of a mutually acceptable professional arbitration service in the City of London, England and The Parties agree to abide by the rulings of the arbitrator.
- b. The Parties agree to comply with by the judgement of the Arbitrator
- c. The cost of the arbitration will be shared jointly between The Parties

## 13 GENERAL

- a. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute either party as an agent of the other.
- b. This Agreement shall not be assigned, transferred, charged, sub-contracted or dealt with in any other manner except by the written consent of The Parties.
- c. In the event that either Party enters into discussions with any third party with regard to a change of control or ownership, a full disclosure to the other Party of the discussions will be made in advance of the taking up of any Non-Disclosure requirement of the third party.
- d. In the event of a change of control of either of The Parties as a result of a merger, acquisition, dissolution or other such event the obligations of the Agreement will automatically transfer to new controlling party.

## 14 SEVERABILITY

If any clause or condition or part thereof is found to be invalid ineffective or unenforceable the invalidity ineffectiveness or unenforceability shall not affect or prejudice the remainder of such clause or of any other clause.

15 WAIVER

A waiver of any right or remedy under the Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16 THIRD PARTY RIGHTS

A person who is not a party to the Agreement shall not have any rights under or in connection with it.

17 VARIATION

Except as set out in these Conditions, any variation to the Agreement, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both Parties.

18 PROPER LAW

This Agreement shall be deemed to have been made in England and the construction validity and performance of this Agreement shall be governed in all respects by English Law. The parties submit to the exclusive jurisdiction of the English Courts.

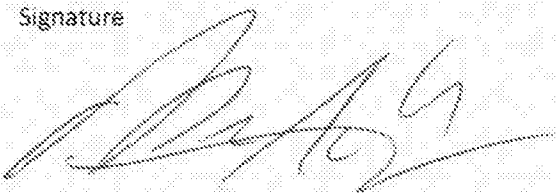
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IN WITNESS WHEREOF the parties have signed this Agreement on the date shown

Mauve Technology Limited

The Company, Medimark Scientific Limited

Signature



Signature



Date

01 APRIL 2017

Date

21<sup>st</sup> March, 2017

Name

Dr David Norton

Name

Paul Hayman

Role

Director

Role

Director

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**APPENDIX 1: THE INTELLECTUAL PROPERTY**

Intellectual property relating to disinfectant products (The Products) based on or able to create Hypochlorous acid (HOCL) when in a mixture and delivered in various formats. Specifically, but not limited to:

1. The following intellectual property relating to the HOCL formulation directly or indirectly owned or controlled by Mauve, its Shareholders, Directors:
  - a. All patents pending or granted in UK, USA, EU and Canada in relation the HOCL formulation and its method of application.
  - b. Method of Manufacture, specifications, certificates of acceptance, method of analysis and any other know-how relating to the production of stable, efficacious formulations of the Active and Activator that when mixed create Hypochlorous acid (HOCL).
  - c. All Biocidal Efficacy Test Results.
  - d. Any other similar information The Company considers necessary for The Purpose.

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**APPENDIX 2: THE PRODUCTS**

- a) Disinfectant products based on or able to create Hypochlorous acid (HOCL) when in a mixture and delivered in various formats, including but not limited to: ready to use trigger sprays, concentrates, pre-packed sterilising wipes, gels, foams, powders, granules, hand hygiene products, washes and all other similar products, derivatives and delivery systems.
- b) 'Fitness for Purpose of the Formulation' in this Agreement refers to:
1. the formulation provided by Mauve Limited having the following characteristics:-
    - a. when stored separately, the active and activator solution each have a shelf life of no less than 2 (two) years;
    - b. when the active and activator are mixed in a ratio prescribed by Mauve the activated solution has at least 2,000 (two thousand) parts per million of active chlorine;
    - c. the activated solution passes the following EN standard tests relating to biocidal efficacy conducted by a UCAS certified laboratory, in the specified contact time
      - i. EN 13727 1 minute,
      - ii. EN 13697 Bacteria 1 minute,
      - iii. EN 13697 Yeast & Fungi 5 minutes,
      - iv. EN 13704 1 minute,
      - v. EN 14563 1 minute,
      - vi. EN 14476 Polio, Murino, Adeno 5 minutes; and
    - d. will continue to meet the requirements of principle Regulatory Authorities within the Territories.
  2. the active and activator solutions bulk manufactured using the method of manufacture prescribed by Mauve having the following characteristics:-
    - a. the same characteristics as listed in Section b.1. above.

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**APPENDIX 3: THE MARKETS**

- Human Health
- Laboratory and life science
- Animal Health
- Facilities Management

**APPENDIX 4: THE TERRITORIES**

- Worldwide

**APPENDIX 4\*: ALLOWED EXCLUSIONS**

- Excluding the use of the Intellectual Property in regard of bulk sales of Triosafe Limited's formulation into the Endoscopy market in UK.

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**APPENDIX 6. SOLVENCY EVENT****"Solvency Event" -- Definition**

- i. The Company suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986
- ii. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of The Company, other than for the sole purpose of a scheme for a solvent amalgamation of The Company with one or more other companies or the solvent reconstruction of The Company;
- iii. a creditor or encumbrancer of The Company attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- iv. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over The Company;
- v. a person becomes entitled to appoint a receiver or administrator over The Company's assets or a receiver or administrator is appointed over The Company's assets;
- vi. The Company suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- vii. The Company's financial position deteriorates to such an extent that in Mauve's opinion The Company's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy;

**END**