

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	IMPERIAL INNOVATIONS LIMITED	07/24/2017
RECEIVING PARTY DATA		
Name:	DRAYSON TECHNOLOGIES (EUROPE) LIMITED	
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City:	LONDON	
State/Country:	GREAT BRITAIN	
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PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14952097
CORRESPONDENCE DATA		
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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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NAME OF SUBMITTER:	STEVEN G. SAUNDERS	
SIGNATURE:	/Steven G. Saunders, #36,265/	
DATE SIGNED:	09/07/2017	
Total Attachments: 6		
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DATED 24TH JULY 2017

ASSIGNMENT AGREEMENT

(1) IMPERIAL INNOVATIONS LIMITED

(2) DRAYSON TECHNOLOGIES (EUROPE) LIMITED

THIS AGREEMENT dated 24TH JULY 2017 is made by and between:

- (1) **IMPERIAL INNOVATIONS LIMITED**, a company incorporated in England and Wales with registered number 02060639 whose registered office is at 52 Princes Gate, Exhibition Road, London SW7 2PG ("Innovations"); and
- (2) **DRAYSON TECHNOLOGIES (EUROPE) LIMITED (formerly Drayson Wireless Limited)**, a company incorporated in England and Wales with registered number 08618486 whose registered office is at Grand Union Studios, 332 Ladbroke Grove, London W10 5AD ("Drayson").

INTRODUCTION

- (A) The Imperial Inventors, in the course of collaborative research, have generated (together with the Drayson Inventors) Intellectual Property (as defined below) in the course of their employment and studentship, as the case may be, at Imperial College.
- (B) Imperial College have assigned its right, title and interest in the Intellectual Property to Innovations.
- (C) Drayson wishes to acquire and Innovations is willing to assign its right, title and interest in the Intellectual Property to Drayson subject to the terms of this Agreement.

IT IS HEREBY AGREED as follows:

1. Interpretation

1.1 In this Agreement, the following terms shall have the following meanings:

Affiliate	in relation to an entity, means any entity or person that Controls, is Controlled by, or is under common Control with that entity;
Assignment Agreement	means the Assignment Agreement dated 15 April 2014 between the Parties;
Control	means, in relation to any entity: (a) having, directly or indirectly, the power to direct, or cause the direction of, the management and policies of that entity, whether through the ownership of voting securities in that or any other entity, by contract or otherwise; or (b) holding, directly or indirectly, such securities (or other rights) as confer on the holder thereof the right to exercise more than fifty percent of all votes exercisable in general meeting of the members of such entity;

	and in this definition the term "entity" shall include, without limitation, any corporation or partnership wherever established. An entity which Controls another entity (" Subsidiary "), shall be deemed to also Control any further entities Controlled by such Subsidiary;
Drayson Inventors	means those employees of Drayson who generated Intellectual Property in the course of collaborative research with Imperial College, including those listed in Schedule 1;
Effective Date	means the date as written above;
Imperial College	means Imperial College of Science, Technology and Medicine, a company incorporated by Royal Charter in England and Wales under number RC000231;
Imperial Inventors	means those employees, students or other persons involved in collaborative research at Imperial College who have generated Intellectual Property in the course of collaborative research with Drayson, including those listed in Schedule 1;
Intellectual Property	means the Patents;
Patents	<p>means:</p> <p>(a) the patent as set out in Schedule 1;</p> <p>(b) all patent applications that claim, directly or indirectly, priority from any patent or patent application in (a), including divisionals, continuations, continuations-in-part, provisional, converted provisional and continued prosecution applications;</p> <p>(c) any and all patents that have issued or in the future issue from the foregoing applications in (a) or (b), including utility models, petty patents and design patents and certificates of invention; and</p> <p>(d) any and all extensions or restorations, including revalidations, reissues, re-examinations or any other post-grant proceeding, and extensions of the foregoing patents or patent application in (a), (b) or (c);</p>
Parties	means Innovations and Drayson and Party shall mean either of them;

2. Assignment

2.1 *Assignment.* Innovations hereby assigns and transfers its right, title and interest in the Intellectual Property to Drayson for any purpose whatsoever. The assignment and transfer effected by this clause shall include all rights of action, powers and benefits arising from the ownership of the Intellectual Property including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action, arising prior to, on or after the date of this assignment and transfer.

2.2 *Licensed rights.* Drayson hereby grants to Innovations and Imperial College a perpetual, irrevocable, non-exclusive, royalty-free, worldwide right for Imperial College and its Affiliates, employees, students and other researchers to carry out any acts which would otherwise infringe the Intellectual Property for the purposes of teaching and carrying out academic, research and development including the right for Imperial College to accept external, industrial sponsorship for such research and development and the right for Imperial College to grant sub-licences for the same purpose. For the avoidance of doubt, the non-exclusive rights granted in this clause 2.2 are not for commercial purposes.

2.3 The Parties acknowledge and agree that the Intellectual Property shall be deemed Assigned Intellectual Property under the Assignment Agreement and clauses 2.4, 2.5, 3.2 through to 3.11, 4, 5, 6, 7.2 and 7.3 of the Assignment Agreement shall apply to this Agreement.

2.4 Where the Patents include embodiments invented by Imperial Inventors and Drayson Inventors, the apportionment of the inventive contribution shall be used to determine the fraction of the specified royalty rate that should apply to each Patent under clause 3.2 or 3.3 of the Assignment Agreement. For the avoidance of doubt, where two or more royalty rates would apply to a particular Patented Product or to a particular licence of multiple Patents, the higher applicable rate shall apply.

2.5 The Parties acknowledge and agree that no Net Sales or Net Receipts will be derived from a perpetual worldwide licence of Family 2 and part of Family 21 granted by Drayson to EDF R&D UK Centre Limited on or around the date of this Agreement, and accordingly no royalty is or will be payable to Innovations in relation to that licence.

3 Payments

3.1 Upon the Effective Date, Drayson shall pay to Innovations the non-refundable sum of £1.00 (receipt of which is hereby acknowledged by Innovations).

4 General

4.1 *Amendment.* This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

4.2 *Law and Jurisdiction.* This Agreement (and any dispute or claim relating to it or its subject matter, its enforceability or its termination, including non-contractual claims) is to be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English

courts to which the Parties hereby submit, except that a Party may seek an interim injunction in any court of competent jurisdiction.

SCHEDULE 1

Family 2 – Innovations ref: 6859

United Kingdom Patent Application Number 1321267.5, filed on 2 December 2013, entitled "Inductive Power Transfer System" (now abandoned).

International Patent Application PCT/GB2014/051656, filed on 30 May 2014 and entitled, "Inductive Power Transfer System", now in the National Phase as US14/952,097 and EP14728260.2.

Imperial Inventors: Paul David Mitcheson, James Lawson, Manuel Piñuela Rangel, and David Christopher Yates.

[REDACTED]


[REDACTED]

[REDACTED]

[REDACTED]

Executed by the Parties:

For and on behalf of Imperial Innovations Limited:


.....
Signature

BRIAN GRAVES
.....
Print name

DIRECTOR
.....
Title

24.7.2017
.....
Date

For and on behalf of Drayson Technologies (Europe) Limited:


.....
Signature

ROBERT J. BAUGH
.....
Print name

GENERAL COUNSEL
.....
Title

24.7.2017
.....
Date