

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4631451

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	APPOINTMENT OF RECEIVER
RESUBMIT DOCUMENT ID:	504534586
CONVEYING PARTY DATA	
Name	Execution Date
ANTHOLOGY SA	03/06/2017
RECEIVING PARTY DATA	
Name:	MORTIMER WALTERS
Street Address:	2 SPINOLA ROAD
City:	ST. JULIANS
State/Country:	MALTA
Postal Code:	STJ 3014
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8019807
CORRESPONDENCE DATA	
Fax Number:	
<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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Address Line 4:	LAFAYETTE, INDIANA 47905
ATTORNEY DOCKET NUMBER:	MJW_P0001_01
NAME OF SUBMITTER:	CEDRIC A. D'HUE
SIGNATURE:	/Cedric A. D'Hue/
DATE SIGNED:	10/09/2017
Total Attachments: 12	
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DEED OF APPOINTMENT OF RECEIVER

Anthology SA (in its capacity as holder of a first position lien, fixed charge, equitable mortgage and continuing security interest in USA Patent No 8019807 with USPTO Security Interest registration reference Reel/Frame 037381/0001).

Mortimer J. Walters (Patent Receiver).

THIS DEED IS MADE 6th March 2017.

Parties: Anthology SA incorporated and registered in Nevis with company number C40164 registered office at Dixcart House, Fort Charles, Charlestown, Nevis, St. Kitts and Nevis (*the "Creditor"*)

and

Mortimer J. Walters of 2 Spinola Road, St. Julians STJ 3014, Malta (*the "Patent Receiver"*)

Recitals:

- a) The Debtor has by instrument in writing (*the "Security"*) granted the Creditor a first position lien, fixed charge, equitable mortgage and continuing security interest in USA Patent No 8019807 (*the "Secured Asset"*) in respect of certain liabilities and obligations.
- b) The Security has now become enforceable.
- c) The Creditor is entitled to appoint a receiver of and over the Secured Asset.
- d) The Creditor, in exercise of the rights granted to it in the Security wishes to appointment the Patent Receiver as receiver of and over the Secured Asset on the terms as set out in this Deed.

IT IS HEREBY AGREED AS FOLLOWS

1. Definitions and Interpretations

1.1 Definitions:

The following definitions apply unless the context requires otherwise;

PSA means the Patent Security Agreement entered into between the Creditor and the Debtor on 22nd December 2015 a copy of which is attached in the Schedule to this Deed.

Secured Asset means USA Patent No 8019807 (Application Number 10/121,788), together with all reissues, continuations, divisions, modifications, substitutions or exercises of the foregoing USA Patent.

Creditor means Anthology SA incorporated and registered in Nevis with company number C40164 and registered office at Dixcart House, Fort Charles, Charlestown, Nevis, St. Kitts and Nevis.

Debtor means Lexington Services Limited registered in Malta with company number C50993 and registered office at Susan Court, B1, Triq Il-Prinjolata Ta' Xbiex XBX 1130, Malta.

Delegate is any person (including but not limited to a company, corporation or partnership) appointed by the Creditor under the terms of the PSA with equivalent powers of a receiver under the terms of the PSA including a power to sell the Secured Asset and any person so appointed by a Receiver or Delegate.

Patent Receiver means Mr. Mortimer J. Walters of 2 Spinola Road, St. Julians STJ3014, Malta.

Receiver has the meaning ascribed to it in clause 1.1 of the PSA.

Receivership means the role of acting as Receiver in accordance with the terms of this Deed and the provisions of the PSA.

Security means the PSA.

1.2 Interpretation:

Headings to clauses in this Deed are inserted for convenience of reference only and do not affect its interpretation. The following rules apply to interpretation of this Deed unless the context requires otherwise:

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) A reference to a person includes a corporation, trust, partnership, unincorporated body or other legal entity which can have a separate legal personality whether by law or by statute.
- (d) A reference to a Clause or Schedule is reference to a clause or schedule to this Deed.
- (e) A reference to a party to this Deed or any other instrument or document includes that party's successors and permitted assigns.
- (f) A reference to any instrument or document is to be construed as reference to

that instrument or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by the provisions of this Deed or of that other instrument or document.

- (g) A reference to writing and written includes facsimile transmissions and any means of reproducing eye readable words in a tangible and permanently visible form but does not include words only visible electronically on a screen or which are transmitted by email or electronic text transmission or words only visible on the World Wide Web.
- (h) A reference to conduct by a party to this Deed includes, without limitation, omission, statement or undertaking, whether or not in writing made by that party.
- (i) A reference to a claim includes any demand, action proceeding, award, judgment or verdict.

1.3 Receiver acts Severally not Jointly:

The obligations and liabilities of the Patent Receiver under this Deed are personal and several. The Creditor may appoint (in its absolute discretion) one or more persons to act as an additional or substitute Receiver or Delegate or to be a joint or replacement Receiver or Delegate of and over the Secured Asset. Each party so appointed by the Creditor may separately exercise the rights and powers conferred on a Receiver or Delegate under the terms of the PSA and their respective deeds or instruments of appointment as Receiver or Delegate as the case may be.

1.4 Creditor Capacity:

- (a) The Creditor enters into this Deed in its capacity as holder of a first position lien, fixed charge, equitable mortgage and continuing security interest in the Secured Asset as set out in the Security. The Patent Receiver acknowledges that he and the Creditor are bound to act in accordance with the terms of the PSA and that the Creditor's rights, obligations, duties and responsibilities are those set out in the PSA.
- (b) Except in the case of any liability of the Creditor under or in respect of this Deed resulting from the Creditor's flagrant breach of obligation and gross negligence the right of recourse for the Patent Receiver to the Creditor in

respect of any obligations and liabilities of the Creditor under or in respect of this Deed is limited to the amount of the Creditor's recovery of the Secured Liabilities (as defined in the PSA).

- (c) If the Patent Receiver does not, by exercising the rights and powers under the terms of this Deed and the Security, recover the full amount of any money owing to him as a consequence of the non-performance by the Creditor of any of its obligations, or non-payment by the Creditor of any of its liabilities to him under or in respect of this Deed, the Patent Receiver may not seek to recover the shortfall by:
 - (i) bringing proceedings against the Creditor; nor
 - (ii) applying to have the Creditor wound up.

2. Appointment:

- 2.1 In exercise of its rights and powers under the terms of the Security, the Creditor hereby appoints the Patent Receiver as receiver of the Secured Asset with full power to exercise all rights, powers and discretions of a Receiver as set out in the PSA.
- 2.2 The Patent Receiver hereby accepts appointment as receiver under the terms of the Security and confirms his agreement to and acceptance of appointment as the agent of the Debtor in accordance with clause 10.6 of the PSA.
- 2.3 In accordance with clause 14.1 of the PSA, the Patent Receiver hereby accepts and affirms his appointment as the lawful attorney of the Debtor with power and authority to execute in its name, on its behalf and as its act and deed, any documents and to do any acts and things that the Debtor is required to do under the terms of the PSA or that the Patent Receiver deems proper or desirable in exercising any of the powers, rights, authorities and discretions conferred by the Security or by law on the Creditor or a Receiver or Delegate.

3. Powers:

The Patent Receiver may with immediate effect exercise all powers, authorities and discretions in respect of the Secured Asset which are granted and conferred on a Receiver and/or Delegate or by law. The Patent Receiver shall conduct the Receivership in conformity with the terms of the PSA.

4. Remuneration:

The remuneration of the Patent Receiver is fixed at the rates set by him from time to time, or otherwise as agreed between the Creditor and the Receiver, for work of the nature to be performed by him, his associates, contractors, employees and advisors in the course of the Receivership.

5. Termination:

The Creditor may terminate the Patent Receiver's appointment at any time by notice in writing. Upon that termination the Patent Receiver shall promptly give up possession and control of the Secured Asset as directed by the Creditor.

6. Notices:

Any notice given under this Deed:

- (a) must be in writing addressed to the intended recipient at the address shown above or to such other address as is notified by the relevant party to the other party in accordance with the provisions of this Clause;
- (b) must be signed by a person duly authorized by the sender; and
- (c) will be taken to be duly given or made (in the case of delivery in person or by post or fax) when delivered, received or left at the address specified by the recipient in accordance with this Clause

provided however that if delivery or receipt occurs on a day on which business is not generally carried on in the place to which the communication is sent or the communication is delivered later than 4pm (local time) it will be taken to have been duly given or made at the commencement of business on the next day on which business is generally carried on in that place.

7. Assignment:

7.1 Assignment by Patent Receiver:

The Patent Receiver cannot assign, charge, encumber or otherwise deal with any of his rights or obligations under this Deed, or attempt or purport to do so, without the

prior written consent of the Creditor.

7.2 Assignment by Creditor:

- (a) The Creditor may assign or otherwise deal with any of its rights or obligations under this Deed at any time.
- (b) The Patent Receiver agrees that he will enter into a novation deed with any assignee or transferee of the Creditors rights under this Deed or under the PSA in a form acceptable to the Creditor.

8. No Waiver:

No failure to exercise and no delay in exercising any right, power or remedy under this Deed shall operate as a waiver. Nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

9. Stamp Duty and Costs:

The Creditor shall bear the costs arising out of the preparation and execution of this Deed and the cost of any stamp duty (including fines and penalties) chargeable on this Deed.

10. Governing Law and Jurisdiction:

This Deed is governed by the laws of the Republic of Ireland and the parties agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Ireland in respect of all matters arising in relation to this Deed.

11. Counterparts:

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Schedule

Patent Security Agreement executed by the Creditor and the Debtor on 22nd December 2015

Pages 9 to 46 Redacted in compliance with confidentiality obligation
(See Reel/Frame 03781/0001)

Executed and delivered as a deed in Malta

Creditor:

Busuttill
Janika Busuttill (Director) for and on behalf of Anthology SA

BE IT KNOWN

That I, THOMAS VELLA, Notary Public, MALTA

CERTIFY

That Janika Busuttill residing at 41 To' Cetta, Tieg il-Mitma, Sgriera
identified to me by production of Identity Card

SIGNED the Deed of Appointment of a Receiver in my presence.

THIS ACT may be received in evidence in a court of law.

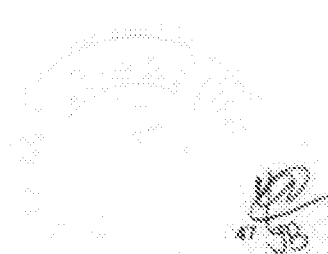
SIGNED AND SEALED at Saint Iulians, Malta

On 6th day of March 2017.

[Signature]
Notary Public
Malta

NOTARY SEAL

Thomas Vella
NOTARY PUBLIC
& COMMISSIONER for OATHS
170, Tower Street, Mocha, MS1 3405, Malta
E: qvella@notarypublic.com



PATENT

REEL: 043811 FRAME: 0411

Apostille Certificate

Convention de La Haye du 5 octobre 1961

1. Country: Malta

This public document

2. has been signed by Thomas Vella

3. acting in the capacity of Notary Public

4. bears the seal / stamp of

Same

Certified

5. at Ministry for Foreign Affairs, Valletta

6. the 08 MAR 2017

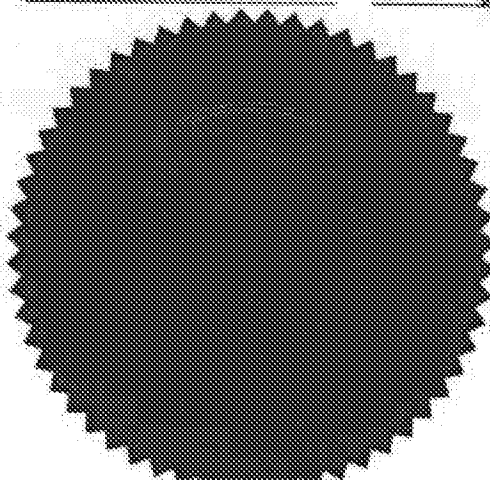
7. by Karen Montebello

Legalisation Officer

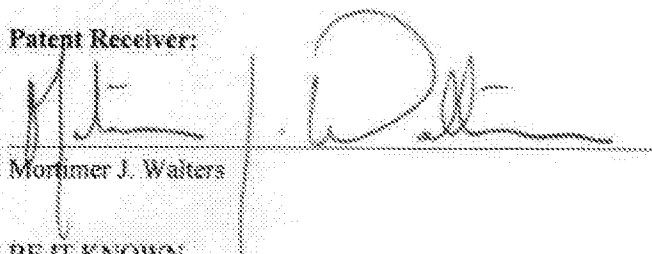
8. No: 291598

9. Seal / stamp

10. Signature



Patent Receiver:


Mortimer J. Walters

BE IT KNOWN

That I, THOMAS VELLA, Notary Public, MALTA

CERTIFY

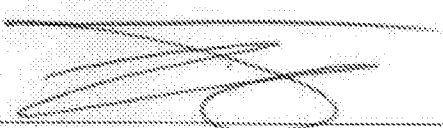
That Mortimer J. Walters residing at 9, Christian, FL 1, Targie-Rohab Kucukdu, Rome
identified to me by production of Identity Card

SIGNED the Deed of Appointment of a Receiver in my presence.

THIS ACT may be received in evidence in a court of law.

SIGNED AND SEALED at Sant Julians, Malta

On 6th day of March 2017.


Notary Public
Malta

NOTARY SEAL

Thomas Vella
NOTARY PUBLIC
& COMMISSIONER for OATHS
170 Tower Street, Msida, MS20405, Malta
E: notary@thomasevella.com



Apostille Certificate
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Same

Certified

5. at **Ministry for Foreign Affairs, Valletta**

6. the **08 MAR 2017**

7. by **Karen Montebello**

Legalisation Officer

8. No: **291598**

9. Seal / stamp

10. Signature

