

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4625404

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ELEMENT SIX (UK) LIMITED	05/19/2015
ELEMENT SIX LIMITED	05/19/2015
RECEIVING PARTY DATA	
Name:	ELEMENT SIX ABRASIVES S.A.
Street Address:	48, RUE DE BRAGANCE.
City:	LUXEMBOURG
State/Country:	LUXEMBOURG
Postal Code:	L-1255
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15561362
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>	
Phone:	44 1235 441145
Email:	groupip@e6.com
Correspondent Name:	ELEMENT SIX GROUP INTELLECTUAL PROPERTY
Address Line 1:	G.I.C., FERMI AVENUE, HARWELL CAMPUS,
Address Line 4:	DIDCOT, UNITED KINGDOM OX11 0QR
ATTORNEY DOCKET NUMBER:	PF1329-USW-0
NAME OF SUBMITTER:	DEBORAH BRADLEY
SIGNATURE:	/D.BRADLEY/
DATE SIGNED:	10/04/2017
Total Attachments: 3	
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ASSIGNMENT

PARTIES:

- (1) Element Six (UK) Limited, incorporated and registered in England and Wales with company number 01050981 whose registered office is at Global Innovation Centre, Fermi Avenue, Harwell Oxford, Didcot, Oxfordshire, OX11 0QR, UK previously at 3rd Floor, Building 4, Chiswick Park, 566 Chiswick High Road, London W4 5YE, UK (the "Service Provider");
- (2) Element Six Limited, incorporated and registered in England and Wales with company number 02946905 whose registered office is at Global Innovation Centre, Fermi Avenue, Harwell Oxford, Didcot, Oxfordshire, OX11 0QR, UK previously at 3rd Floor, Building 4, Chiswick Park, 566 Chiswick High Road, London W4 5YE, UK (the "Customer"); and
- (3) Element Six Abrasives S.A. of 48, rue de Bragançe, L-1255 Luxembourg (the "Assignee")

each a "Party" and together the "Parties".

WHEREAS:

- A. The Service Provider is the employer of at least one inventor.
- B. The Invention was made by the inventor during the normal course of the inventor's duties as an employee of the Service Provider, or in circumstances such that, as between the inventor and the Service Provider, all the inventor's rights in the invention (including the Application) have at all relevant times been taken to belong to the Service Provider and the Service Provider has been beneficially entitled to the same.
- C. By virtue of (i) the Re-Charge Agreement (defined below) and (ii) the Sub-Contractor Agreement (defined below) all rights in the invention and the Application have, as between the Parties, at all relevant times been the property of the Assignee and the Assignee has accordingly at all relevant times been entitled to the same. The Service Provider and the Customer confirm that by virtue of these earlier agreements the Assignee was fully entitled to be named as an applicant on the Application.
- D. The parties have agreed to execute this Assignment for the purpose of ensuring that all legal rights in the invention and the Application which have at any time been vested in the Service Provider or the Customer, and all other intellectual property rights relating thereto, are vested in the Assignee, and to confirm the Assignee's title to the same.

AGREED TERMS

Definitions

"Application" shall mean, collectively and severally, the application set out in the table below and any application or patent which has been, or may in the future be, derived therefrom.

Country	Application No. and Application Date	Inventors	Title	References
GB	1505139.4 filed on 26 Mar 2015	Mark Gregory MUNDAY and Matthew Lee MARRHAM	Highly Fluorescent Diamond Particles and Methods of Fabricating the Same	PF1329-GB-0

"Invention" shall mean the invention which is the subject of the Application.

"Inventor" shall mean, collectively or severally, any inventor(s) of the Invention.

"Re-charge Agreement" shall mean the re-charge agreement having a commencement date of 25 November 2013 between the Service Provider and the Customer, and

"Sub-contractor Agreement" shall mean the sub-contractor agreement relating to research & development services dated 02 December 2013 and effective 25 November 2013 between the Customer, the Assignee and a third party Element Six Limited of Shannon Airport, Shannon, Co. Clare, Ireland.

Assignment

- 1.1 In consideration of the sum of US\$1 (one US dollar) paid by the Customer to the Service Provider, receipt of which is hereby acknowledged, the Service Provider confirms the assignment of its right title and interest in the Invention and the Application to the Customer by virtue of the Re-charge Agreement and as necessary assigns its right title and interest in the Invention and the Application to the Customer, and the Customer confirms its acceptance of the same, and as necessary accepts the same.
- 1.2 The Customer, having received the Service Provider's right title and interest in the Invention and the Application in accordance with Re-charge Agreement as confirmed by clause 1.1 of this Assignment, now hereby in consideration of sum of US\$1 (one US dollar) paid by the Assignee to the Customer, receipt of which is hereby acknowledged, confirms the assignment to the Assignee of its right title and interest in the Invention and the Application by virtue of the Sub-contractor Agreement, or as necessary assigns the same, and the Assignee hereby confirms its acceptance of and as necessary accepts the same.
- 1.3 The effective date of the assignments referred to in clauses 1.1 and 1.2 shall be the date of invention.
- 1.4 The Service Provider's and the Customer's right title and interest in the Invention and the Application, which are transferred by this Assignment directly or indirectly to the Assignee, include without limitation:
 - (a) the right to apply for and obtain patents in respect of the Invention in any country in the world;
 - (b) all right title and interest in and to the Application and all patent applications, patents and supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the same or otherwise relate to the Invention, including without limitation any divisionals, continuations, continuations-in-part, renewals, re-examination certificates, post-grant reviews, inter partes reviews, supplemental examinations, extensions, renewals and registrations in relation to any thereof and all and any other rights in the inventions comprised in any of the same (hereinafter collectively and severally "the Patent Rights");
 - (c) the benefit of all priority dates;
 - (d) the right to seek and to obtain registrations in any country in the world in respect of any patent deriving from the Application or otherwise included in the Patent Rights;
 - (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the Patent Rights or of the rights conferred by the publication of any of the same.
- 1.5 The Parties agree to execute all such documents as may be required to ensure the vesting in the Assignee of the Service Provider's and the Customer's interests in the Invention, Application and Patent Rights, all at the expense of the Assignee.
- 1.6 Each Party authorises (and requests) his/her professional representative before any national or regional patent office to insert an appendix signed and dated by the professional representative detailing the filing date and application number of any patent application, patent and/or

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supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the Application where needed for effective recordal of any such patent application or patent at any national or regional patent office.

- 1.7 This Assignment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.
- 1.8 This Assignment shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute relating to this Assignment.

Signed on behalf of the Service Provider
Element Six (UK) Limited
UK

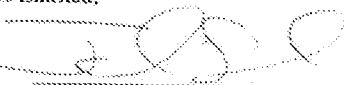
Signature: 

Name: Siobhan DUFFY

Position: Director

Date: 15-06-2015

Signed on behalf of the Customer
Element Six Limited,
UK

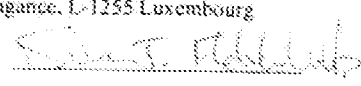
Signature: 

Name: John Andrew KILSHAW

Position: Director

Date: 19-5-15

Signed on behalf of the Assignee
Element Six Abrasives S.A. of
48, rue de Braganca, L-1255 Luxembourg

Signature: 

Name: Susan Jane FLETCHER WATTS

Position: Authorised Signatory

Date: 18 May 2015