

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4641376

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ELEMENT SIX SOUTH AFRICA (PTY) LIMITED	10/04/2017
RECEIVING PARTY DATA	
Name:	ELEMENT SIX (PRODUCTION) (PTY) LIMITED
Street Address:	DEBID ROAD, NUFFIELD
City:	SPRINGS
State/Country:	SOUTH AFRICA
Postal Code:	1559
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10545172
Application Number:	12183091
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>	
Email:	groupip@e6.com
Correspondent Name:	ANDREW WHITEHEAD
Address Line 1:	ELEMENT SIX, FERMI AVENUE, HARWELL CAMPUS
Address Line 4:	DIDCOT, UNITED KINGDOM OX11 0QR
ATTORNEY DOCKET NUMBER:	PF0431-US-2
NAME OF SUBMITTER:	ANDREW WHITEHEAD
SIGNATURE:	/ANDREW WHITEHEAD/
DATE SIGNED:	10/16/2017
Total Attachments: 3	
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ASSIGNMENT

PARTIES

- (1) **Element Six South Africa (Pty) Limited** a company registered in South Africa under company number 1961/000001/07 of 1 Debid Road, Nuffield, Springs, South Africa, previously known as Element Six (Pty) Limited ("the ASSIGNOR")
- (2) **Element Six (Production) (Pty) Limited** a company registered in South Africa under company number 1960/004396/07 of 1 Debid Road, Nuffield, Springs, South Africa ("the ASSIGNEE")

DEFINITIONS

- A. "APPLICATION" shall mean, jointly and severally, the patent applications and patents set out in the Schedule to this assignment.
- B. "INVENTION" shall mean the invention to which the APPLICATION relates.
- C. "EFFECTIVE DATE" shall mean the date of invention of the INVENTION.

WHEREAS

1. At the EFFECTIVE DATE the ASSIGNOR was known as De Beers Industrial Diamonds (Pty) Limited.
2. From the EFFECTIVE DATE until 1st September 2006, the ASSIGNOR was the legal owner of the INVENTION and the APPLICATION.
3. On 1st September 2006, the ASSIGNOR (when known as Element Six (Pty) Limited) sold the entire of its undertaking business assets and liabilities to the ASSIGNEE.
4. The business assets of the ASSIGNOR on 1st September 2006 included the INVENTION and the APPLICATION.
5. The parties have agreed to execute this Assignment for the purposes of ensuring that all legal rights in the INVENTION and the APPLICATION and all other intellectual property rights relating thereto are vested in the ASSIGNEE and to confirm the ASSIGNEE's title to the same.

IT IS AGREED THAT

In consideration of the payment of US\$1 (one US dollar) paid by the ASSIGNEE to the ASSIGNOR, receipt of which is hereby acknowledged:

- (a) The ASSIGNOR confirms the assignment of, and as necessary assigns to the ASSIGNEE, from the EFFECTIVE DATE, all right title and interest in and to the INVENTION and the APPLICATION and the ASSIGNEE confirms its acceptance of, and as necessary accepts, from the EFFECTIVE DATE, the right title and interest in and to the INVENTION and the APPLICATION including without limitation:
 - (i) the right to apply for and obtain patents in respect of the INVENTION in any country in the world;
 - (ii) all right title and interest in 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 any divisionals, continuations, reissues, re-examination certificates, 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");

- (iii) the benefit of all priority dates;
 - (iv) 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;
 - (v) 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.
- (e) The ASSIGNOR hereby agrees to execute all such documents and do all such things as may be required by the law of any country in order to record the APPLICATION and any other PATENT RIGHTS in the name of the ASSIGNEE.
- (f) This Assignment shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts in respect of any dispute relating to this Assignment.

Signed on behalf of the ASSIGNOR:
 Element Six South Africa (Pty) Limited,
 of 1 Debid Road, Nuffield, Springs, South Africa

Signature: 
 Name: Brian Lawrence
 Position: Financial Controller
 Date: 4 October 2017

Signed on behalf of the ASSIGNEE:
 Element Six (Production) (Pty) Limited,
 of 1 Debid Road, Nuffield, Springs, South Africa

Signature: 
 Name: Matthew MITCHELL
 Position: Authorized Signatory
 Date: 26/9/12

SCHEDULE

Country	Application No. and Application Date (Publication No and Publication Date) [Grant No. and Grant Date]	Title	Inventor	Reference
ZA	2003/1130 11 Feb 2003 (Priority Application --- not published)	Tool component	TANK, Klaus	PF0431-ZA-0
WO	PCT/IB2004/000347 11 Feb 2004 (2004072435 26 Aug 2004)			PF0431-WO-0
EP	04710083.9 11 Feb 2004 (1592861 09 Nov 2005) [1592861 11 Apr 2007]			PF0431-EPw-0
CN	200480006292.4 11 Feb 2004 (1759226 12 Apr 2016) [100402796 16 Jul 2008]			PF0431-CNw-0
GB	04710083.9 11 Feb 2004 (1592861 09 Nov 2005) [1592861 11 Apr 2007]			PF0431-GBw-0
US	10/545,172 11 Feb 2004 (20060249308 09 Nov 2006) [abandoned]			PF0431-USw-0
US	12/183091 11 Feb 2004, continuation application filed on 31 Jul 2008 (20080282619 20 Nov 2008) [8172011 08 May 2012]			PF0431-US-2