

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4800080

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JOSEPH GABRIEL MAGINNESS	12/04/2008
RECEIVING PARTY DATA		
Name:	WATERFALL NI LTD.	
Street Address:	28 SHANEEN PARK	
City:	BELFAST	
State/Country:	NORTHERN IRELAND	
Postal Code:	BT14 8JP	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	8156938
	Patent Number:	8333308
CORRESPONDENCE DATA		
Fax Number:	(602)494-8707	
<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:	602-494-8700	
Email:	nissle@nissle.com	
Correspondent Name:	TOD R. NISSLE	
Address Line 1:	PO BOX 55630	
Address Line 4:	PHOENIX, ARIZONA 85078	
ATTORNEY DOCKET NUMBER:	1362-P-1 1362-P-2	
NAME OF SUBMITTER:	TOD R. NISSLE	
SIGNATURE:	/todrnissle/	
DATE SIGNED:	01/30/2018	
Total Attachments: 6		
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DATED 4th December 2008

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(1) JOSEPH GABRIEL MAGINNESS

(2) WATERFALL NI LTD

PATENT ASSIGNMENT


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SOLICITORS

THIS AGREEMENT is dated ~~21 December~~ 2008

PARTIES

- (1) **JOSEPH GABRIEL MAGINNESS** of 28 Shanean Park, Belfast, Northern Ireland, BT14 8JP ("Assignor"); and
- (2) **WATERFALL NI LTD** incorporated and registered in Northern Ireland with company number NI045258 whose registered office is at 28 Shanean Park, Belfast, Northern Ireland BT14 8JP ("Assignee").

BACKGROUND

- (A) The Assignor is the proprietor of and/or applicant for the patents listed in the Schedule to this Agreement ("Patents").
- (B) The Assignor has agreed to assign the Patents to the Assignee on the terms set out in this Agreement.

AGREED TERMS

"Intellectual Property Rights"

means all intellectual property rights including without limitation patents, utility models, trade and service marks, trade or business names, design rights, copyright, moral rights and database rights, (whether or not any of these is registered and including any application for registration of any such rights), know-how, confidential information and trade secrets for the full term of such rights and including any extension to or renewal thereof and all rights or forms of protection of a similar nature or having similar effect to any of these which may exist anywhere in the world;

"Technical Information"

means all technical information relating to the

Patents in the possession or control of the Assignor.

1. ASSIGNMENT

In consideration of the sum of £13,600 (excluding VAT) to be paid by the Assignee to the Assignor in accordance with the terms of the Loan Note Instrument entered into by the Assignee the same date as this Agreement, the Assignor hereby assigns to the Assignee as legal and beneficial owner the full and exclusive benefit of the Patents including:

- 1.1 the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any of the Patents, whether committed before or after the date of this Agreement;
- 1.2 the absolute entitlement to any patents granted pursuant to any of the application(s) comprised in the Patents, for the full term of such patents; and
- 1.3 the right to apply for, prosecute and obtain patent or similar protection in the UK and all other countries of the world for an invention embodied by any of the application(s) comprised in the Patent(s), including the right to claim priority from such application(s).

2. FURTHER ASSURANCE

The Assignor hereby covenants with the Assignee that the Assignor shall, at the expense of the Assignee, execute and sign all such instruments, applications and documents and do all such acts and things as may reasonably be required by the Assignee to enable the Assignee or its nominee to enjoy the full benefit of the rights assigned by this Agreement.

3. UNDERTAKING

To the extent that the Assignor cannot assign any Intellectual Property Rights in or to the Patents to the Assignee, it is agreed that any such right shall be waived and shall not be exercised against the Assignee **PROVIDED THAT**, where applicable, the Assignor's moral rights, such as a right of paternity or integrity shall not be waived and the Assignor shall be entitled to be identified as inventor of the Patents.

4. TECHNICAL INFORMATION

For the avoidance of doubt, the Assignor confirms that all Technical Information belongs to the Assignee and further agrees promptly to make available all such Technical Information to the Assignee upon its request for such.

5. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Northern Ireland and the parties hereby submit to the exclusive jurisdiction of the Northern Irish courts.

This Agreement has been entered into on the date stated at the beginning of it.

SCHEDULE

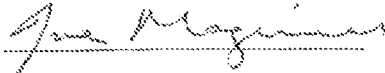
Patents

Patent Description	UK Patent Application Number	International Patent Application Number
Head Support	0413674.3 (dated 18/06/04)	PCT/GB2005/002429
A combination carrier unit and head support apparatus	0525629.2 (dated 16/12/05)	PCT/GB2006/004713

SIGNED by JOSEPH GABRIEL MAGINNESS


Joseph Gabriel Maginness

SIGNED by a Director
for and on behalf of WATERFALL NI LTD


Director