

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4813845

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	INVENIO SYSTEMS LIMITED	12/29/2017
RECEIVING PARTY DATA		
Name:	HOMESERVE PLC	
Street Address:	CABLE DRIVE	
City:	WALSALL	
State/Country:	GREAT BRITAIN	
Postal Code:	WS2 7BN	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15548982
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:	8013283131	
Email:	marla.howlett@stoel.com	
Correspondent Name:	STOEL RIVES, LLP	
Address Line 1:	201 S. MAIN STREET	
Address Line 2:	SUITE 1100	
Address Line 4:	SALT LAKE CITY, UTAH 84111	
ATTORNEY DOCKET NUMBER:	67308/100	
NAME OF SUBMITTER:	JOHN R. THOMPSON	
SIGNATURE:	/John R. Thompson/	
DATE SIGNED:	02/07/2018	
Total Attachments: 6		
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DATED

29th December 2017

PATENT ASSIGNMENT

between

INVENIO SYSTEMS LIMITED

and

HOMESERVE PLC

wh19507896v2

This deed is dated.....29th December.....2017

Parties

- (1) INVENIO SYSTEMS LIMITED Incorporated and registered in England and Wales with company number 09561617 whose registered office is at Portland House, Belmont Business Park, Durham, DH1 1TW (the "Assignor")
- (2) HOMESERVE PLC Incorporated and registered in England and Wales with company number 02648297 whose registered office is at Cable Drive, Walsall, WS2 7BN (the "Assignee")

BACKGROUND

- (A) The Assignor is the proprietor of or applicant for the Patents (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign the Patents to the Assignee on the terms set out in this Agreement.

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement:

1.1 Definitions:

Main Agreement: the Asset Purchase Agreement of even date between the Assignor and the Assignee.

Patents: the patents and patent applications, short particulars of which are set out in Schedule 1.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.

1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement.

1.5 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

- 1.6 Any words following the terms Including, Include, In particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, phrase or term preceding those terms.
- 1.7 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. Assignment

Pursuant to and for the consideration set out in the Main Agreement, the Assignor hereby assigns to the Assignee, absolutely with full title guarantee, all its right, title and interest in and to the Patents (and all rights and privileges and advantages associated with them), and in and to all and any inventions disclosed in the Patents (and the full and exclusive benefit of them), including:

- (a) In respect of any and each application in the Patents:
 - (i) the right to claim priority from and to prosecute and obtain grant of patent; and
 - (ii) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- (b) in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- (c) the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications.
- (d) the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
- (e) the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents or any patents granted on any of the applications in the Patents or filed as aforesaid, whether occurring before on or after the date of this Agreement.

3. Further assurance

At its own expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and perform such acts as may reasonably be required pursuant to its obligations under Clause 24 of the Main Agreement.

4. Conflicts

If there is any inconsistency between any of the provisions of this Agreement and the provisions of the Main Agreement, the provisions of the Main Agreement shall prevail.

5. Governing law

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

6. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by
INVENIO SYSTEMS LIMITED
acting by STUART TROW a
director, in the presence of:


.....

[SIGNATURE OF WITNESS]

NAME: Simon Alderson

ADDRESS: 27 FIDON HILL, SACRISTON, BH7 6LS

OCCUPATION: ACCOUNTANT


.....

[SIGNATURE OF
DIRECTOR]

Director

Executed as a deed by
HOMESERVE PLC

acting by DAVID BOWER a
director, in the presence of:

Steven Vaughan

[SIGNATURE OF WITNESS]

NAME: STEVEN VAUGHAN

ADDRESS: 210 UPPERFIELD CLOSE REDDICH S18 9LG

OCCUPATION: BUILDER

D. Bower

[SIGNATURE OF
DIRECTOR]

Director

Schedule 1 Patents

Country or region	Application number	Priority date	Filing date	Status
United Kingdom	1501935.9	5 Feb 2015	5 Feb 2015	Abandoned
Australia	2016214124	5 Feb 2015	4 Feb 2016	Application Pending
Canada	2975757	5 Feb 2015	4 Feb 2016	Application Pending
China	201680019970.3	5 Feb 2015	4 Feb 2016	Application Pending
European Patent Office	16704883.4	5 Feb 2015	4 Feb 2016	Application Pending
United Kingdom	1602010.9	5 Feb 2015	4 Feb 2016	Application Pending
India	201747031195	5 Feb 2015	4 Feb 2016	Application Pending
United States	15/548982	5 Feb 2015	4 Feb 2016	Application Pending
International Patent Application	PCT/GB2016/050259	5 Feb 2015	4 Feb 2016	Expired