

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4879424

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PROXIMITUM LIMITED	12/04/2017
RECEIVING PARTY DATA		
Name:	SECURE CLOUDLINK LIMITED	
Street Address:	175 HIGH STREET	
Internal Address:	TONBRIDGE	
City:	KENT	
State/Country:	UNITED KINGDOM	
Postal Code:	TN9 1BX	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9319411
CORRESPONDENCE DATA		
Fax Number:	(202)861-1783	
<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:	2028611687	
Email:	patents@bakerlaw.com, kadkins@bakerlaw.com	
Correspondent Name:	BAKER & HOSTETLER LLP	
Address Line 1:	WASHINGTON SQUARE, SUITE 1100	
Address Line 2:	1050 CONNECTICUT AVENUE, N.W.	
Address Line 4:	WASHINGTON, D.C. 20036	
ATTORNEY DOCKET NUMBER:	86291.21600	
NAME OF SUBMITTER:	ERDAL DERVIS	
SIGNATURE:	/Erdal Dervis/	
DATE SIGNED:	03/22/2018	
Total Attachments: 11 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif		

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DATE: *December 4th* 2017

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Between

PROXIMITUM LIMITED

and

SECURE CLOUDLINK LIMITED

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London EC4N 6AF
T +44 20 7367 3000
F +44 20 7367 2000
cms.law

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THIS DEED is entered into on *Monday December 4th* 2017

PARTIES

- (1) **PROXIMITUM LIMITED**, a company duly organised and validly existing under the laws of England (company number **05475906**) with its registered office at Trident Court, 1 Oakcroft Road, Chessington, Surrey, KT9 1BD, UK ("**Assignor**"); and
- (2) **SECURE CLOUDLINK LIMITED**, a company duly organised and validly existing under the laws of England (company number **09780110**) with its registered office at 175 High Street, Tonbridge, Kent, England, TN9 1BX, UK ("**Assignee**").

RECITALS

- (A) The Assignor owns the Assigned Rights (as defined below).
- (B) The Assignor has agreed to assign to the Assignee any and all of the Assigned Rights on the terms set out in this deed.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

"Assigned Rights" the Patents, the Trade Marks, the Domain Names, the Software, the Copyright and all the Intellectual Property Rights subsisting in the Materials.

"Domain Names" the domain name registrations set out in Schedule 3.

"Intellectual Property Rights" patents, rights to inventions, utility models, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection whether known now or unknown, which subsist or will subsist now or in the future in any part of the world.

"Materials" the materials described or set out in Schedule 4.

"Patents" the patent applications and registrations set out in Schedule 1, including but not limited to the right to apply for patents in all countries which were designated in any of the applications which are PCT applications, the right to file divisional applications, continued prosecution applications, continuations in part applications and the absolute right and entitlement to any patent applications or registrations granted from, or claiming priority from, any of the foregoing.

Software: the software owned by the Assignor more specifically described in Schedule 5 and all updates, upgrades, releases and versions thereof, including:

- (a) the source code and object code; and

(b) all other works or material recorded or embodied in the software, including the audio or visual content in any screen displays in the user interface.

"**Trade Marks**" the brand names, trade names, trade mark applications, registrations set out in Schedule 2 and any registrations that result from those applications set out therein, and any goodwill that arises from use of any of the aforementioned.

"**VAT**" value added tax chargeable under the Value Added Tax Act 1994 and any equivalent tax in another jurisdiction.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.3 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 This deed shall be binding on, and inure to the benefit of, the parties to this deed and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 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, definition, phrase or term preceding those terms.

2. ASSIGNMENT

- 2.1 In consideration of the payment of £1 by Assignee to the Assignor (the sufficiency and receipt of which is hereby acknowledged by the Assignor), the Assignor hereby assigns to the Assignee absolutely with immediate effect and with full title guarantee all of its rights, title and interest of whatsoever nature in and to the Assigned Rights and the Materials, including:
 - 2.1.1 all statutory and common law rights attached to the Assigned Rights;
 - 2.1.2 the right to make new applications in respect of all or any of the Assigned Rights anywhere in the world;
 - 2.1.3 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents and Trade Marks;
 - 2.1.4 the right to file and prosecute applications for registration in respect of the Trade Marks and Domain Names, and all rights of priority relating to the Trade Marks and/or Domain Names and any registrations that may be granted thereon; and
 - 2.1.5 the right to bring, make, oppose, defend, 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 Assigned Rights whether occurring before, on, or after the date of this deed.

3. FURTHER ASSURANCE

3.1 At the Assignee's expense, the Assignor shall, and shall use all reasonable endeavours to procure, that any necessary third party shall execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this deed, including:

3.1.1 registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and

3.1.2 assisting the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.

3.2 The Assignor, by way of this deed, irrevocably appoints the Assignee as its attorney to sign, execute and deliver in its name and on its behalf all deeds and documents and to do all acts and things necessary to give full effect to the terms of this deed and to vest and secure to the Assignee the full benefit of the Assigned Rights.

3.3 The Assignor confirms that the Assignor has received all necessary consents (if any) for the assignment of the Assigned Rights and the Materials.

4. VARIATION

4.1 No variation of this deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

5. SEVERANCE

5.1 If any provision or part-provision of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this deed.

5.2 If one party gives notice to the other of the possibility that any provision or part-provision of this deed is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

6. THIRD PARTY RIGHTS

6.1 No person other than a party to this deed, their successors and permitted assignees, shall have any right to enforce any of its terms.

7. COUNTERPARTS

7.1 This deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument, and shall not be effective until each of the parties has executed at least one counterpart.

8. **GOVERNING LAW**

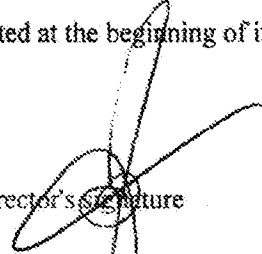
8.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9. **JURISDICTION**

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

This deed has been entered into and delivered on the date stated at the beginning of it.

EXECUTED and DELIVERED as a DEED by)
PROXIMITUM LIMITED, acting by)
two directors or a director and its secretary:)


Director's signature

.....
Name (in BLOCK CAPITALS)

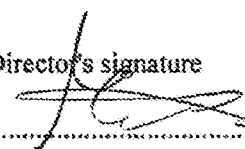
DJ Worrell

.....
Director's/Secretary's signature

.....
Name (in BLOCK CAPITALS)

S.O. DOE

EXECUTED and DELIVERED as a DEED by)
SECURE CLOUDLINK LIMITED, acting by)
two directors or a director and its secretary:)


Director's signature

.....
Name (in BLOCK CAPITALS)

MARK LEONARD

.....
Director's/Secretary's signature

.....
Name (in BLOCK CAPITALS)

BRIAN KATS

SCHEDULE 1

PATENTS

Country	Title	Patent Number	Application No.	Application Date	Publication No.	Publication Date	Inventors	CAS Number ID
United Kingdom	SECURITY MANAGEMENT FOR CLOUD SERVICES		1200703.5	17/01/2012	2400708	31/07/2013	James WHARTON, David WORRALL	27848.1
PCT	SECURITY MANAGEMENT FOR CLOUD SERVICES		PCT/GB2013/050073	15/01/2013	WO2013/108018	25/07/2013	James WHARTON, David WORRALL	27848.2
China	SECURITY MANAGEMENT FOR CLOUD SERVICES	ZL201360005923.7	201360005923.7	15/01/2013	104054321	17/09/2014	James WHARTON, David WORRALL	27848.4
Europe	SECURITY MANAGEMENT FOR CLOUD SERVICES		13703945.2	15/01/2013	28056473	20/11/2014	James WHARTON, David WORRALL	27848.5
United States	SECURITY MANAGEMENT FOR CLOUD SERVICES	9310411	14/203,405	15/01/2013	2015/0106881	12/04/2015	James WHARTON, David WORRALL	27848.7
Macau	SECURITY MANAGEMENT FOR CLOUD SERVICES		JP7776	15/01/2017			James WHARTON, David WORRALL	27848.8

SCHEDULE 2

TRADE MARKS

None

SCHEDULE 3

DOMAIN NAMES

None

SCHEDULE 4

MATERIALS

None

SCHEDULE 5

SOFTWARE

Copyright in software owned by Proximitum Limited including but not limited to:

Cloud services brokerage software

Cloud server software

Cloud application software

Dedicated infrastructure software

Cloud desktop software