

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4901803

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
CARILLION UTILITY SERVICES LIMITED			02/06/2018
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MURPHY POWER NETWORKS LIMITED		
<b>Street Address:</b>	HIVIEW HOUSE		
<b>Internal Address:</b>	HIGHGATE ROAD		
<b>City:</b>	LONDON		
<b>State/Country:</b>	GREAT BRITAIN		
<b>Postal Code:</b>	NW5 1TN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Application Number:</b>	14916916		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3124746300		
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<b>Correspondent Name:</b>	MARSHALL, GERSTEIN & BORUN LLP		
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<b>ATTORNEY DOCKET NUMBER:</b>	06007/50408		
<b>NAME OF SUBMITTER:</b>	NICK FAIRMAN		
<b>SIGNATURE:</b>	/Nick Fairman/		
<b>DATE SIGNED:</b>	04/05/2018		
<b>Total Attachments: 11</b>			
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Dated 6 february 2018

**CARILLION UTILITY SERVICES LIMITED (IN LIQUIDATION)**

**MURPHY POWER NETWORKS LIMITED**

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**ASSIGNMENT OF  
INTELLECTUAL PROPERTY**

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6 February

**Between**

- (1) **Carillion Utility Services Limited** (in liquidation) (No. 00728599) whose registered office is at Carillion House, 84 Salop Street, Wolverhampton, WV3 0SR (**Assignor**); and
- (2) **Murphy Power Networks Limited** (No. 11101645) whose registered office is at Hiview House, Highgate Road, London, NW5 1TN (**Assignee**).

**Whereas**

- (A) The Assignor is the beneficial owner and registered proprietor of the Intellectual Property Rights (as defined below).
- (B) The Assignor has agreed to assign the Intellectual Property Rights to the Assignee on the terms set out in this Deed.

**It is agreed**

**1 Definitions and interpretation**

**1.1** In this Deed:

**Assigned Rights** means all rights assigned or to be assigned to the Assignee pursuant to clause 2 (Assignment)

**Intellectual Property** means all patents, registered designs, rights to inventions, copyright and related rights, trade marks and services marks, trade names and domain names, database rights, rights in get-up, goodwill and the right to sue for passing off and unfair competition, rights in designs, drawings and products, rights in software, rights in technical, commercial or confidential information and any similar and other intellectual property rights, in each case whether registered or unregistered and including all applications for the grant of any of the foregoing and the right to apply for registration or protection of any of the foregoing subsisting at any time in any part of the world

**Intellectual Property Rights** means the Patents and Trade Marks, together with all other Intellectual Property which is owned by the Assignor at the date of this Deed relating to the PowerFlow Solution including all Intellectual Property and related rights as the Assignor is entitled to assign subsisting in relation to any Materials

**Materials** means all prototypes, designs, logos, get-up, artwork, specifications, diagrams, materials, databases (together with all data contained therein), documents, moulds, casings, templates, data sheets, calculations, methods, techniques, processes, discoveries, formulations, inventions, performance, pricing data, test results, manuals, user guides, brochures and other marketing materials, graphical interfaces and other works of whatever nature (whether literary, artistic or otherwise) and other manufacturing, engineering, technical, commercial and financial data and information originated or created at any time by and/or for the Assignor that relate to the PowerFlow Solution

**Patents** means the patents and patent applications short particulars of which are set out in the attached Schedule

**PowerFlow Solution** means the engineering solution which has been invented and developed by the Assignor, which has a range of low thermal resistivity values, which can be utilised as, but not limited to, a high voltage cable surround solution, which can improve thermal performance of high voltage underground cable systems

**Registrable IP** means:

- (a) any patent or patent application forming part of the Assigned Rights; and
- (b) any registration of, or application for registration of, any trade mark forming part of the Assigned Rights

**Trade Marks** means the registered trade marks short particulars of which are set out in the attached Schedule

- 1.2 The attached Schedule forms part of this Deed and references to this Deed include the Schedule.
- 1.3 References in this Deed to recitals, clauses and schedules are to recitals and clauses of, and schedules to, this Deed.
- 1.4 In this Deed, a reference to a party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 In this Deed, unless the context otherwise requires, words importing a gender include every gender, references to the singular include the plural and vice versa and words denoting persons include individuals and bodies corporate, partnerships, unincorporated associations and other bodies (in each case, wherever resident and for whatever purpose) and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include any subordinate legislation made from time to time under that statute or statutory provision
- 1.7 Headings in this Deed shall not affect the interpretation of this Deed.
- 1.8 In this Deed, the words "other", "includes", "including", "for example" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope and the same class as the preceding words where a wider construction is possible.

## **2 Assignment**

The Assignor hereby assigns to the Assignee absolutely all of the following:

- (a) all its right, title and interest in and to the Intellectual Property Rights and all rights, powers and privileges and immunities conferred on their proprietor;
- (b) 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 the Intellectual Property Rights whether occurring before, on or after the date of this Deed;
- (c) all its rights, powers and privileges and immunities arising or accruing in relation to the applications comprised in the Intellectual Property Rights to the intent that the grant of

any registered Intellectual Property pursuant to any of such applications shall be in the name of and shall vest in the Assignee;

- (d) in respect of the Intellectual Property Rights which is the subject of registration or application for registration or is capable of registration:
  - (i) the right to be registered as the registered proprietor of the same at the relevant intellectual property registry;
  - (ii) the absolute entitlement to any registration for Intellectual Property granted pursuant to any applications; and
  - (iii) the right to file any application, claim priority from any registration or application, and prosecute and obtain any grant of any registered protection in respect of any country or territory anywhere in the world;
- (e) in respect of each and any invention described in the Patents, its right to file an application, claim priority from such application, and prosecute and obtain any grant of patent or similar protection in or in respect of any country or territory in the world;
- (f) the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
- (g) all its rights attaching to and represented by the Trade Marks together with the goodwill of the business relating exclusively to the goods or services in respect of which the Trade Marks are registered or used.

### **3 Warranties**

The Assignor does not make, nor shall be deemed to have made, to the Assignee any express or implied representation, guarantee or warranty in this Deed with respect to any of the Assigned Rights.

### **4 Confirmatory Assignment**

If in any country or territory the execution after the date of this Deed of a confirmatory assignment or other document of any of the Registrable IP in that country or territory would be ineffective or invalid by reason of the transfer effected by this Deed, then this Deed shall be deemed to be an agreement to assign, and not an assignment of that Registrable IP in that country or territory.

### **5 Entire Agreement**

This Deed sets out the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements and understandings between the parties, relating to its subject matter.

### **6 General**

- 6.1 **Acknowledgment:** Each party acknowledges that in entering into this Deed it does not rely on any representation, warranty, collateral contract or other assurance of any person (whether party to this Deed or not) that is not set out in this Deed. Each party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such

representation, warranty, collateral contract or other assurance. Nothing in this Deed shall, however, limit or exclude any liability for fraud.

- 6.2 **Variation:** No variation of this Deed shall be effective unless it is in writing and is signed by or on behalf of each of the parties.
- 6.3 **Waiver:** Delay in exercising, or failure to exercise, any right or remedy in connection with this Deed shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Deed in any instance shall not operate as a waiver of any further exercise or enforcement of that right and the waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Deed shall, in any event, be effective unless it is in writing.
- 6.4 **Severability:** The parties intend each provision of this Deed to be severable and distinct from the others. If a provision of this Deed is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Deed shall not be affected.
- 6.5 **Law:** 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.
- 6.6 **Third Party Rights:** No one other than a party to this Deed, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 6.7 **Jurisdiction:** The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

**Executed as a deed** by the parties or their duly authorised representatives on the date of this Deed.

## The Schedule

### Registered Trade Mark

Country	Trademark	Registration Number	Registration Date	Next Renewal	Class
European Union Trade Mark	PowerFlow	013946322	14-Aug-2015	13-Apr-2025	<p>Class 19: Aggregates; aggregate materials for back filling of trenches; aggregate materials for construction, maintenance and repair of hard standing in industrial and commercial environments, roads, paths, car parks and pedestrian areas.</p> <p>Class 37: Construction, resurfacing, surfacing and maintenance of hard standing in industrial and commercial environments, roads, paths, car parks and pedestrian areas.</p>

## The Patents

Country	Patent	Application No.	Filing Date	Publication No.	Publication Date	Status
United Kingdom	A Material and associated arrangements, systems, and methods	GB 1415981.8	10-Sep-2014	N/A	N/A	LAPSED
United Kingdom	A Material and associated arrangements, systems, and methods	GB 1503799.7	06-Mar-2015	GB 2525735	04-Nov-2015	GRANTED
European	Surround material for an	EP 15762692.0	04-Sep-2015	EP 3069422	21-Sep-2016	GRANTED



Country	Patent	Application No.	Filing Date	Publication No.	Publication Date	Status
Patent	underground cable and associated method					
Belgium	Surround material for an underground cable and associated method	EP 15762692.0 (BE)	04-Sep-2015	N/A	N/A	VALIDATED EP PATENT
Switzerland	Surround material for an underground cable and associated method	EP 15762692.0 (CH)	04-Sep-2015	N/A	N/A	VALIDATED EP PATENT
Germany	Surround material for an underground cable and associated method	EP 15762692.0 (DE)	04-Sep-2015	N/A	N/A	VALIDATED EP PATENT
Denmark	Surround material for an underground cable and associated method	EP 15762692.0 (DK)	04-Sep-2015	N/A	N/A	VALIDATED EP PATENT
France	Surround material for an underground cable and associated method	EP 15762692.0 (FR)	04-Sep-2015	N/A	N/A	VALIDATED EP PATENT
United Kingdom	Surround material for an underground cable and associated method	EP 15762692.0 (GB)	04-Sep-2015	N/A	N/A	VALIDATED EP PATENT
Ireland	Surround material for an underground cable and associated method	EP 15762692.0 (IE)	04-Sep-2015	N/A	N/A	VALIDATED EP PATENT
Luxembourg	Surround material for an underground cable and associated method	EP 15762692.0 (LU)	04-Sep-2015	N/A	N/A	VALIDATED EP PATENT
Monaco	Surround material for an underground cable and associated method	EP 15762692.0 (MC)	04-Sep-2015	N/A	N/A	VALIDATED EP PATENT
Norway	Surround material for an underground cable and	EP 15762692.0 (NO)	04-Sep-2015	N/A	N/A	VALIDATED EP PATENT

Country	Patent	Application No.	Filing Date	Publication No.	Publication Date	Status
	associated method					
Hong Kong	Surround material for an underground cable and associated method	HK 17102848.1	20-Mar-2017	HK 1229540	17-Nov-2017	PENDING
European Patent	Surround material for an underground cable and associated method	EP 17170178.2	04-Sep-2015	EP 3223380	27-Sep-2017	PENDING
United States of America	A material and associated arrangements, systems and methods	US 14/916,916	03-Apr-2016	US 2017-0179705	22-Jun-2017	PENDING
Canada	A cable surround and associated arrangements, systems and methods	CA 2921739	04-Sep-2015	CA 2921739	10-Mar-2016	PENDING
Canada	A cable surround and associated arrangements, systems and methods	CA 2946189	04-Sep-2015	CA 2946189	10-Mar-2016	PENDING
Australia	A material and associated arrangements, systems and methods	AU 2015313963	04-Sep-2015	AU 2015313963	17-Mar-2016	PENDING
Australia	A material and associated arrangements, systems and methods	AU 2015101197	31-Aug-2015	AU 2015101197	08-Oct-2015	GRANTED AUSTRALIAN INNOVATION PATENT
China	A material and associated arrangements, systems and methods	CN 2015/800489896	04-Sep-2015	CN 107074656	18-Aug-2017	PENDING

Country	Patent	Application No.	Filing Date	Publication No.	Publication Date	Status
Germany	A material and associate arrangements, systems and methods	DE 21 2015 000 040.0	04-Sep-2015	DE 2015 000 040 U1	18-Aug-2017	REGISTERED GERMAN UTILITY MODEL
India	A material and associate arrangements, systems and methods	IN 201747008516	10-Mar-2017	N/A	N/A	PENDING
Japan	A material and associate arrangements, systems and methods	JP 2016-546044	04-Sep-2015	JP 2017-508429	23-Mar-2017	GRANTED
Brazil	A material and associate arrangements, systems and methods	BR 11 2017 004771 3	04-Sep-2015	BR 11 2017 004771 3	12-Dec-2017	PENDING
International	A material and associate arrangements, systems and methods	PCT/GB2015/052572	04-Sep-2015	WO 2016/038345	17-Mar-2016	LAPSED

Executed as a deed by )  
as special manager of ) .....  
**Carillion Utility Services Limited** (in )  
liquidation) without personal liability,  
in the presence of

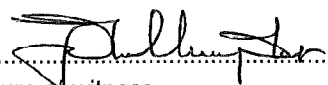
.....  
Signature of witness

Name .....

Address .....

.....

Executed as a deed by )  
**Murphy Power Networks Limited** )  
acting by ~~PETER ANDERSON~~ a director ) .....  
in the presence of ) Director

  
.....  
Signature of witness

Name .....~~JOHN PATRICK MURPHY~~.....

Address .....~~HIVIEW HOUSE~~.....

.....~~HIGHGATE ROAD LONDON NWS 17N~~.....

Executed as a deed by  
as special manager of  
**Carillion Utility Services Limited** (in  
liquidation) without personal liability,  
in the presence of

)

)

)

*Peter Dickens*

*Katrina Green*

Signature of witness

Name Katrina Green.....

Address C/O PwC, 7 More London Riverside,  
London, SE1 2RT .....

.....

Executed as a deed by  
**Murphy Power Networks Limited**  
acting by a director  
in the presence of

)

)

)

Director

Signature of witness

Name .....

Address .....

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