

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4919899

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CAN-DO CORPORATION LIMITED	03/21/2018
RECEIVING PARTY DATA		
Name:	CHURCHILL SALES CORPORATION LIMITED	
Street Address:	3RD FLOOR, J&C BUILDING, ROAD TOWN	
City:	TORTOLA	
State/Country:	VIRGIN ISLANDS, BRITISH	
Postal Code:	VG1110	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	11575699
CORRESPONDENCE DATA		
Fax Number:	(503)228-4373	
<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:	503-227-5631	
Email:	DBH.Docket@chernofflaw.com	
Correspondent Name:	THERESA ALLEN	
Address Line 1:	111 SW COLUMBIA STREET, SUITE 725	
Address Line 4:	PORTLAND, OREGON 97201	
ATTORNEY DOCKET NUMBER:	SWIN.3603	
NAME OF SUBMITTER:	DONALD B. HASLETT	
SIGNATURE:	/Donald B. Haslett/	
DATE SIGNED:	04/17/2018	
Total Attachments: 4		
source=SWIN-3603_Assign_from_Can-Do_to_Churchill_Sales_03-21-18#page1.tif		
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source=SWIN-3603_Assign_from_Can-Do_to_Churchill_Sales_03-21-18#page4.tif		

S&P Reference: GP41380
Client Reference:

ASSIGNMENT OF PATENT

THIS DEED OF ASSIGNMENT IS MADE ON: _____

Between:

(1) ASSIGNOR:

NAME:	CAN-DO CORPORATION LIMITED
POST OFFICE ADDRESS:	Palladium House, 1-4 Argyll Street, London, W1F 7LD

(2) ASSIGNEE:

NAME:	CHURCHILL SALES CORPORATION LIMITED
POST OFFICE ADDRESS:	3 rd Floor, J&C Building, Road Town, Tortola, British Virgin Islands, VG1110

Recitals:

- (A) The ASSIGNOR is the registered proprietor of patent registrations, and is the applicant of patent applications ("the Applications") including those specified in the Schedule A hereto (together "the Patents").
- (B) The ASSIGNOR has agreed to assign to the ASSIGNEE all its rights, title and interest in the Patents and the inventions embodied therein ("the Inventions") upon the terms of this Deed of Assignment.

IT IS AGREED as follows:

1. In pursuance of the said agreement and in consideration of the sum of Ten Pounds Sterling (£10.00), now paid by the ASSIGNEE to the ASSIGNOR (receipt of which the ASSIGNOR hereby acknowledges), the ASSIGNOR HEREBY ASSIGNS to the ASSIGNEE with full title guarantee for the full term thereof, including any and all extensions and renewals its rights, title and interest in:
 - (a) the Patents;
 - (b) the Applications;
 - (c) the Inventions and all rights privileges and advantages associated therewith;
 - (d) all registrations and applications resulting from any of the Patents including but not limited to:

- (i) national validations of European patents, national or regional entries from PCT patent applications, divisional applications, continuation applications, continuation-in-part applications, renewals, extensions, foreign counterparts, re-issues and re-examinations of any of the Patents;
 - (ii) any patent or patent application claiming priority from any of the Patents
- and
- (iii) any patent or patent application issuing from patents or patent applications having at least one common priority with any of the Patents;
- (e) all rights of the ASSIGNOR to apply for and obtain patents or other similar forms of protection in respect of the Inventions throughout the world;
 - (f) all rights of the ASSIGNOR to make, prosecute and obtain any new application or applications for patents or similar protection in any part of the world in respect of any part or parts of the subject-matter of any Patent;
 - (g) all rights of the ASSIGNOR to claim priority from any of the Patents;
 - (h) all rights of the ASSIGNOR to claim priority for the Patents;
 - (i) all rights the ASSIGNOR may have to sue for any infringement of the Patents occurring prior to the date of this Assignment.
2. The ASSIGNOR warrants that:
- 2.1 It is the registered proprietor of the Patents and holds the Patents free of all liens, charges, encumbrances and rights of or obligations owing to any person;
 - 2.2 It is the sole legal and beneficial owner of the Patents and no licence, assignment or legal or equitable charge has been granted or made in respect of the Patents;
 - 2.3 No person has the right to call for the assignment or grant of a licence to it of any of the Patents under any option or other agreement, nor is there any conditional or unconditional agreement whereby such right may arise;
 - 2.4 To the best of its knowledge none of its rights under the Patents is being challenged, violated or infringed by any person;
 - 2.5 It has not done or omitted to do anything which act or omission might render the Patents invalid or subject to revocation or to a compulsory licence order;
 - 2.6 All application, registration and renewal fees in respect of the Patents have been properly paid.
- 3 THE ASSIGNOR HEREBY COVENANTS with the ASSIGNEE that the ASSIGNOR will at the expense of the ASSIGNEE execute, sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the ASSIGNEE to enable the ASSIGNEE or the nominee of the ASSIGNEE to enjoy the full benefit of the property and rights hereby assigned and to enjoy the exclusive benefit of any extension prolongation or further grant of patents for the time being vested in the ASSIGNEE by virtue of this Assignment.

- 4 The construction, validity and performance of this Assignment shall be governed by the laws of England and the parties hereto submit to the non-exclusive jurisdiction of the English courts.

IN WITNESS whereof this Assignment has been executed as a Deed and delivered the date and year written below.


SCHEDULE A

SCHEDULE A

	Country	Title	Application No.
1	United Kingdom	Behaviour modification improvements	GB1611699.8
2	United States of America	Behaviour modification improvements	15/641905
3	United Kingdom	Behaviour modification	GB0420924.3
4	United States of America	Behaviour modification	11/575699

ASSIGNOR

SIGNED as a Deed by the said: CAN-DO CORPORATION LIMITED
acting by:

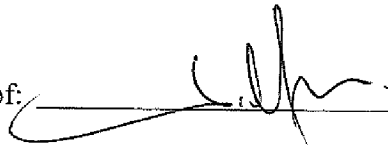


Director Signature

JOHN EDWARD ROSE
Director Name

21st March, 2018
Date


In the presence of:



Witness' name : VICTOR FERNANDES BSc (com) PGCM
occupation : FINANCIAL DIRECTOR
address : 29-30 THE ARCHES, ALMA ROAD,
WINDSOR BEKES SL4 1QZ

ASSIGNEE

SIGNED as a Deed by the said: CHURCHILL SALES CORPORATION LIMITED
acting by:

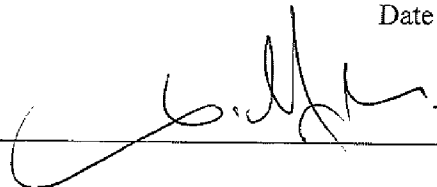


Director Signature

JOHN EDWARD
Director Name

21st March, 2018
Date

In the presence of:



Witness' name : VICTOR FERNANDES BSc (com) PGCM
occupation : FINANCIAL DIRECTOR