

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4938839

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SWANSEA UNIVERSITY	10/12/2017
RECEIVING PARTY DATA	
Name:	SWANSEA INNOVATIONS LTD.
Street Address:	THE FINANCE BUILDING
Internal Address:	SWANSEA UNIVERSITY
City:	SWANSEA
State/Country:	UNITED KINGDOM
Postal Code:	SA2 8PP
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15694931
CORRESPONDENCE DATA	
Fax Number:	(214)745-5390
<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:	(214) 745-5379
Email:	rchildress@winstead.com
Correspondent Name:	WINSTEAD PC
Address Line 1:	P.O. BOX 131851
Address Line 4:	DALLAS, TEXAS 75313
ATTORNEY DOCKET NUMBER:	47588-P036US
NAME OF SUBMITTER:	LEKHA GOPALAKRISHNAN
SIGNATURE:	/Lekha Gopalakrishnan/
DATE SIGNED:	04/30/2018
Total Attachments: 5	
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DATED: 12th October 2017

APPROVED BY

CONTRACTS OFFICER

- (1) SWANSEA UNIVERSITY
- (2) SWANSEA INNOVATIONS LTD.

ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS

INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT is made this on 12th October 2017 between:

- (1) **SWANSEA UNIVERSITY**, an educational institution formed by Royal Charter with its administrative office at Singleton Park, Swansea SA2 8PP ("the Assignor – which expression shall include its successors and assigns")
- (2) **SWANSEA INNOVATIONS LTD.**, a company formed under the laws of England and Wales with Company Number 3494913 with its registered office at The Finance Building, Swansea University, Singleton Park, Swansea SA2 8PP ("the Assignee" which expression shall include its successors and assigns)

RECITALS

1. The Intellectual Property that is the subject of this Assignment was developed at Swansea University by its employee during the course of his normal duties as an employee and therefore vested in the University.
2. Swansea Innovations Ltd was established, with the name of UWS Ventures Ltd., on 19 January 1998 as a wholly owned subsidiary of the University, to manage and exploit intellectual property belonging to the University.
3. By this Assignment, the Assignor hereby assigns certain Intellectual Property to the Assignee.

1. OPERATIVE PROVISIONS

In consideration of the sum of £1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby confirms:

- 1.1. In accordance with its policy and practice on intellectual property the Intellectual Property as set out in the attached "Schedule of Rights Assigned," that the Intellectual Property has been vested in Swansea University and is hereby assigned to Swansea Innovations, subject to Clause 1.2, below.
- 1.2. The Assignor reserves the right to use the Intellectual Property for teaching and internal research and other academic purposes.
- 1.3. That the Assignor confirms that it transfers to the Assignee the following:
 - 1.3.1. The right to apply for and obtain patent or other forms protection in respect of the whole or any part or parts of, or improvements in the Invention ("Further Applications") and/or to obtain other forms of protection to the intent that those Further Applications and other forms of protection shall be in the name of and shall vest in the Assignee;

- 1.3.2. The full benefit of the Application, Invention and Further Applications and other forms of protection and all rights, privileges and advantages thereto, together with the right to obtain any extensions and supplementary protection certificates;
- 1.3.3. The right to bring proceedings to recover damages and/or obtain other remedies in respect of infringement of any patents and other forms of protection relating to the Invention whether committed before or after the date of this assignment;
- 1.3.4. The right to claim priority from the Application and Further Applications;
- 1.3.5. The right to file divisional applications and continuations of the application and Further Applications; and
- 1.3.6. At the request and cost of the Assignee, the Assignor will execute and sign all such instruments, applications, deeds or documents and do all such acts as may be reasonably required by the Assignee to enable the Assignee or its nominee to:
 - 1.3.6.1. enjoy full benefit of the application(s) and Invention and of the property rights hereby assigned,
 - 1.3.6.2. to formally register the Assignee's title in the Application; and
 - 1.3.6.3. to assist in the prosecution of all National and regional applications relating to the Application to grant.

2. ASSIGNOR'S WARRANTIES AND UNDERTAKINGS

- 2.1. The Assignor warrants that to the best of its knowledge and belief, that the Assignor was the sole legal and beneficial owner of the Intellectual Property.
- 2.2. The Assignor warrants that it has not granted any rights in the Intellectual Property to any party other than the Assignee.

3. ASSIGNEE'S OBLIGATIONS

- 3.1. The Assignee confirms that it accepts the Assignment of Intellectual Property and that it will not enter into any further agreement in violation of Clause 1.2.
- 3.2. The Assignee shall at all times indemnify and keep indemnified the Assignor against all or any costs, claims, damages or expense incurred by the Assignor or for which the Assignor may become liable arising directly or indirectly from the assignment of the Intellectual Property to Assignee.

4. SUCCESSORS AND ASSIGNS

- 4.1. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors in title and assigns as well as subsidiary companies of the parties hereto.

5. AGREEMENT TO COOPERATE

- 5.1. The parties will cooperate and consult with one another in good faith, if necessary in the future, to carry out the intent of this agreement.

6. DISPUTE RESOLUTION

- 6.1. Should there be any disagreement concerning this agreement the parties hereby confirm they will submit to mediation or arbitration as appropriate before reverting to the Courts.

7. GOVERNING LAW AND JURISDICTION

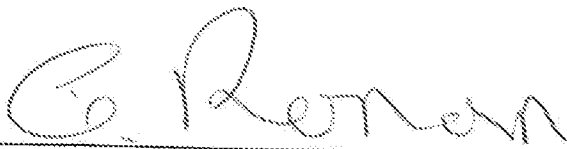
- 7.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England & Wales.

Signed on Behalf of the Assignor
SWANSEA UNIVERSITY



Acting by Ceri Jones
Director, Department of Research, Engagement and Innovation Services

Signed on Behalf of the Assignee
SWANSEA INNOVATIONS



Acting by Dr. Gerry Ronan
Managing Director

SCHEDULE OF RIGHTS ASSIGNED

GB1615060.9

PCT/GB2017/052546

US 15/694,931