

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4944653

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SWANSEA INNOVATIONS LTD.	11/08/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	TRAMETO LIMITED	
<b>Street Address:</b>	BROOMFIELD & ALEXANDER LTD	
<b>Internal Address:</b>	CHARTER COURT, PHOENIX WAY	
<b>City:</b>	SWANSEA	
<b>State/Country:</b>	UNITED KINGDOM	
<b>Postal Code:</b>	SA7 9FS	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15694931
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(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>		
<b>Phone:</b>	(214) 745-5379	
<b>Email:</b>	rchildress@winstead.com	
<b>Correspondent Name:</b>	WINSTEAD PC	
<b>Address Line 1:</b>	P.O. BOX 131851	
<b>Address Line 4:</b>	DALLAS, TEXAS 75313	
<b>ATTORNEY DOCKET NUMBER:</b>	47588-P036US	
<b>NAME OF SUBMITTER:</b>	LEKHA GOPALAKRISHNAN	
<b>SIGNATURE:</b>	/Lekha Gopalakrishnan/	
<b>DATE SIGNED:</b>	05/03/2018	
<b>Total Attachments: 10</b>		
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DATED

8 November 2017

ASSIGNMENT OF PATENTS AND OTHER INTELLECTUAL PROPERTY

between

SWANSEA INNOVATIONS LIMITED

and

TRAMETO LIMITED

THIS AGREEMENT is dated

8 November

2017

#### **PARTIES**

- (1) **SWANSEA INNOVATIONS LIMITED**, a wholly owned subsidiary of Swansea University, with company number 03494913 whose administrative office is at Finance Building Swansea University, Singleton Park, Swansea, SA2 8PP (**Assignor**).
- (2) **TRAMETO LIMITED** incorporated and registered in England and Wales with company number 10357593 whose registered office is at Broomfield & Alexander Ltd, Charter Court, Phoenix Way, Enterprise Park, Swansea, SA7 9FS (**Assignee**).

#### **BACKGROUND**

The Assignor owns the Intellectual Property Rights as defined below.

#### **AGREED TERMS**

##### **1. INTERPRETATION**

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

##### **1.1 Definitions:**

**Assigned Rights:** means the Registrable Rights and Unregistrable Rights and all Intellectual Property Rights connected with them, set out in Schedule 1 and Schedule 2.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks are open for business.

**Commencement date:** means the date on which this agreement is signed by the parties.

**Intellectual Property Rights:** means all intellectual and industrial property rights, including without limitation patents, confidential information, rights in know-how, trade marks, registered designs, models, unregistered design rights, unregistered trade marks and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process and applications for and rights to apply for any of the foregoing in each case in the United Kingdom and all other countries in the world.

**Registrable Rights:** the Intellectual Property Rights which are set out in Schedule 1.

**Unregistrable Rights:** the Intellectual Property Rights which are set out in Schedule 2.

**VAT:** value added tax or any equivalent tax chargeable in the UK.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form 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 Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force as at the Commencement Date.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made as at the Commencement Date under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not email.
- 1.11 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 sum of 225 preferred ordinary shares of £0.01 each in the Assignee to be allotted to the Assignor, the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Assigned Rights;
- (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 any of the Assigned Rights whether occurring before, on, or after the Commencement Date.

### **3. VAT**

- 3.1 All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.
- 3.2 If the VAT invoice is delivered after the relevant payment has been made, the Assignee shall pay the VAT due within five Business Days of the Assignor delivering a valid VAT invoice.
- 3.3 If the Assignee fails to comply with its obligation under this clause 4, it shall additionally pay all interest and penalties which thereby arise to the Assignor.

### **4. FURTHER ASSURANCE**

Each party 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 for the purpose of giving full effect to this agreement.

### **5. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**6. LIABILITY AND INDEMNITY**

- 6.1 The Assignor shall indemnify and hold harmless the Assignee against all costs and expenses incurred, prior to the Commencement Date, in relation to the drafting and submission of the patent applications listed in Schedule 1.

**7. ENTIRE AGREEMENT**

- 7.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter, and also from the Commencement Date, supersedes and extinguishes the rights and licences granted to the Assignor under clause 3 of the Assignment of Patents and other Intellectual Property agreement entered into by the parties on 6 September 2016.
- 7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

**8. VARIATION**

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

**9. SEVERANCE**

- 9.1 If any provision or part-provision of this agreement 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 agreement.
- 9.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement 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.

**10. COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**11. THIRD PARTY RIGHTS**

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

**12. NOTICES**

12.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business (in any other case); or
- (b) sent by email to the address to:

Assignor: Dr. Gerry Ronan – [G.A.Ronan@Swansea.ac.uk](mailto:G.A.Ronan@Swansea.ac.uk)

Assignee: Dr. Huw Davies – [huw.davies@trameto.com](mailto:huw.davies@trameto.com)

12.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- (c) if sent by email, at 9.00 am on the next Business Day after transmission.

12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**13. 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.



**14. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have 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 agreement has been entered into on the date stated at the beginning of it.

# **Schedule 1 Registrable Rights**

## **Patent applications**

<b>Country or region</b>	<b>Patent Application Number</b>	<b>Description</b>
United Kingdom	1615060.9	The present invention relates to electrical energy conversion, and, in particular, to electronic circuits and associated techniques and systems for electrical energy conversion and power management in energy harvesting applications.
International	PCT/GB2017/052546	The present invention relates to electrical energy conversion, and, in particular, to electronic circuits and associated techniques and systems for electrical energy conversion and power management in energy harvesting applications.
US	15/694,931	The present invention relates to electrical energy conversion, and, in particular, to electronic circuits and associated techniques and systems for electrical energy conversion and power management in energy harvesting applications.

## **Schedule 2 Unregistrable Rights**

- Universal energy harvester demonstration platform:
  - Specifications, design notes and simulation data;
  - Schematics, printed circuit board layout files and bill-of-materials data;
  - Field-programmable gate array design files – 1 of an assembled printed circuit board, 3 of bare printed circuit boards; and
  - Test procedures and test result data.
- Intellectual audit report and intellectual property strategy:
  - Intellectual audit report and intellectual property strategy documents; and
  - Conversation and meeting notes between The Solar Press UK Limited and Astrum Element One Ltd.

**SIGNED** for and on behalf of **SWANSEA INNOVATIONS LIMITED**

Name: Gerry Ronan

Position: Managing Director

Signature:

**SIGNED** for and on behalf of **TRAMETO LIMITED**

Name: David Huw Davies

Position: CEO

Signature:



## Schedule 2 Unregistrable Rights

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**SIGNED** for and on behalf of **SWANSEA INNOVATIONS LIMITED**

Name: Gerry Ronan

Position: Managing Director

Signature:



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Name: David Huw Davies

Position: CEO

Signature: