

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5029806

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE TECHNOLOGY PARTNERSHIP PLC [TTP PLC]	11/13/2017
RECEIVING PARTY DATA	
Name:	CHITENDAI LTD
Street Address:	15 JACKSON STREET
City:	PENICUIK, MIDLOTHIAN
State/Country:	UNITED KINGDOM
Postal Code:	EH26 9BQ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8921690
CORRESPONDENCE DATA	
Fax Number:	(248)358-3351
<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:	2483584400
Email:	skaiser@brookskushman.com
Correspondent Name:	BROOKS KUSHMAN P.C.
Address Line 1:	1000 TOWN CENTER
Address Line 2:	22ND FLOOR
Address Line 4:	SOUTHFIELD, MICHIGAN 48075-1238
ATTORNEY DOCKET NUMBER:	HIND 0101 PUS
NAME OF SUBMITTER:	WILLIAM G. ABBATT
SIGNATURE:	/William G. Abbatt/
DATE SIGNED:	06/28/2018
Total Attachments: 6	
source=Assignment - Chitendai (002)#page1.tif	
source=Assignment - Chitendai (002)#page2.tif	
source=Assignment - Chitendai (002)#page3.tif	
source=Assignment - Chitendai (002)#page4.tif	
source=Assignment - Chitendai (002)#page5.tif	

PATENT ASSIGNATION AGREEMENT

between

[TTP PLC] a company incorporated and registered in [England] with company number [03304950] whose registered office is at [Melbourn Science Park, Cambridge Road Melbourn, Royston, Hertfordshire SG8 6EE] (the "**Assignor**");

and

CHITENDAI LTD a company incorporated and registered in Scotland with company number SC444478 whose registered office is at 15 Jackson Street, Penicuik, Midlothian EH26 9BQ (the "**Assignee**").

BACKGROUND

- (A) The Assignor is the proprietor of the Patents (as defined below).
- (B) The Assignor has agreed to assign the Patents to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions apply in this agreement:

Patents: the patents and patent applications, short particulars of which are set out in the Schedule.

Price: means [REDACTED]

Schedule: the schedule attached to, and forming part of, this agreement.

2. ASSIGNMENT

Upon receipt of the Price and in consideration thereof, the Assignor hereby assigns to the Assignee, to the extent that Assignor owns and controls such, its right, title and interest in and to the Patents, including:

- (a) In respect of any and each application in the Patents:
 - (i) the right to claim priority from and to prosecute and obtain grant of patent; and
 - (ii) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- (b) in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and

obtain grant of patent or similar protection in or in respect of any country or territory in the world;

- (c) the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications;
- (d) the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
- (e) 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 Patents or any patents granted on any of the applications in the Patents or filed as aforesaid, whether occurring before on or after the date of this agreement.

3. PAYMENTS AND TAXES

- 3.1 All amounts payable and calculations hereunder shall be in United States Dollars.
- 3.2 All amounts payable under this Agreement are exclusive of any value added tax (or like tax) which may be payable on them.
- 3.3 The Assignee will pay any sums due under this Agreement, including the Price, within 14 days of the date of signature by the Assignor. If Assignor does not receive the Price into its account in full within 14 days of signature, this Agreement will terminate immediately.

4. NO WARRANTY

- 4.1 The rights, title and interest herein assigned are sold as is.
- 4.2 Assignor provides no warranty, either express or implied.

5. LIMITATION OF LIABILITY

- 5.1 The Assignor's total liability to the Assignee under this Agreement, and all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will not exceed:
 - (a) For a period of 3 months following the execution of this agreement, the Price; and
 - (b) After the period set out in Clause 5.1(a), zero.

5.2 The Assignor will not be liable to the Assignee, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential damages whether those losses arise directly in the normal course of business or otherwise (and including pure economic loss, loss of profits, loss of business, loss of revenue, loss of contract, loss or depletion of goodwill and/or business opportunity, loss of anticipated earnings or savings or like loss; wasted management, operational or other time; or any other special, indirect or consequential losses) arising under or in connection with this Agreement; and

5.3 Except as set out herein, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

6. FURTHER ASSURANCE

6.1 The Assignor shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time reasonably require in order to give the Assignee the full benefit of this Agreement, whether in connection with any registration of title or other similar right or otherwise. Assignee hereby agrees to pay reasonable compensation to Assignor for time they are required to expend to secure such full benefit except that minor ministerial tasks such as signing, recording or executing documents will not be compensated.

7. TERM AND TERMINATION

7.1 This Agreement enters into force on the date of signature by the Assignor, and unless terminated earlier in accordance with clause 3.3 shall terminate 15 days following the date of signature by the Assignor.

8. EFFECT OF TERMINATION AND EXPIRY

8.1 Upon termination of this Agreement due to expiration of the term under Clause 7.1, Assignee shall retain the rights, title and interest assigned under Clause 2. The Parties respective rights, obligations and duties under Clauses 1, 2, 5 and 13 (Governing Law and Jurisdiction) as applicable to the foregoing surviving Clauses will survive expiration of this Agreement.

8.2 Upon termination of this Agreement other than through expiration of the term under Clause 7.1, all right, title and interest assigned to Assignee under this Agreement, including but not limited to the express assignment under Clause 2, shall terminate and shall revert to Assignor.

8.3 Termination or expiration of this Agreement shall not relieve the Assignee of obligations accruing prior to such termination or expiration, including obligations to pay amounts accruing hereunder up to the date of termination or expiration.

9. WAIVER

9.1 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

10. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11. VARIATION

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

12. 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.

13. GOVERNING LAW AND JURISDICTION

13.1 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.

13.2 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 is the schedule attached to and forming part of the patent assignment agreement between [TTP PLC] and Chitendal Ltd.

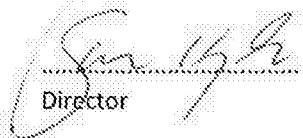
Schedule

Patents

Title	Country	Case Status	Application No.	Application Filing Date
Solar tracking device	Australia	Case Abandoned	200832747	10-Dec-2008
Solar tracking device	Brazil	Case Abandoned	PI0819498-6	10-Dec-2008
Solar tracking device	China	Case Abandoned	200880116344.1	10-Dec-2008
Solar tracking device	European Patent Office	Withdrawn (pro-grant)	08950811.5	10-Dec-2008
Solar tracking device	European Patent Office	Priority Only	07120791.4	15-Nov-2007
Solar tracking device	European Patent Office	Case Abandoned	08169197.5	14-Nov-2008
Solar tracking device	France	Case Abandoned	08169197.5	14-Nov-2008
Solar tracking device	Germany	Case Abandoned	08169197.5	14-Nov-2008
Solar tracking device	Germany	Case Abandoned	08169197.5	14-Nov-2008
Solar tracking device	Greece	Case Abandoned	08169197.5	14-Nov-2008
Solar tracking device	India	Case Abandoned	3418/D/ELNP/2010	10-Dec-2008
Solar tracking device	Italy	Case Abandoned	08169197.5	14-Nov-2008
Solar tracking device	Japan	Case Abandoned	2010-533664	14-Nov-2008
Solar tracking device	Mexico	Case Abandoned	MX/2/2010/005412	10-Dec-2008
Solar tracking device	Patent Cooperation Treaty	Completed National Phase Entered (PCT)	PCT/GB2008/004057	10-Dec-2008
Solar tracking device	Portugal	Case Abandoned	08169197.5	14-Nov-2008
Solar tracking device	South Africa	Case Abandoned	2010/03777	10-Dec-2008
Solar tracking device	Spain	Case Abandoned	08169197.5	14-Nov-2008
Solar tracking device	Turkey	Case Abandoned	08169197.5	14-Nov-2008
Solar tracking device	United Kingdom	Case Abandoned	12/742628	10-Dec-2008
Solar tracking device	United States of America	Case Abandoned	14/032448	10-Dec-2008
Solar tracking device	United States of America	Case Abandoned	GC2010-16230	03-Jul-2010
Solar Concentrator	Gulf Co-Operation Council	Completed National Phase Entered (PCT)	PCT/GB2010/001276	01-Jul-2010
Solar Concentrator	Patent Cooperation Treaty	Priority Only	0911514.8	02-Jul-2009
Solar Concentrator	United Kingdom	Case Abandoned	13/381983	
Solar Concentrator	United States of America	Completed National Phase Entered (PCT)	PCT/GB2010/051943	23-Nov-2010
Offset concentrator optic for concentrated photovoltaic	United Kingdom	Priority Only	092042.3	23-Nov-2009
Offset concentrator optic for concentrated photovoltaic	United States of America	Case Abandoned	13/11041	23-Nov-2010
Improved Fresnel Lens	United Kingdom	Case Abandoned	1110088.6	16-Sep-2011
Metal Tripod	Patent Cooperation Treaty	Completed National Phase Entered (PCT)	PCT/GB2012/053048	07-Dec-2012
Metal Tripod	United Kingdom	Priority Only	1121032.5	07-Dec-2011
Metal Tripod	United States of America	Case Abandoned	14/363520	07-Dec-2012
Two-stage tracking	United Kingdom	Case Abandoned	1219003.9	23-Oct-2012

This Agreement is signed by the parties as follows:

Signed by SAM HIOE
for and on behalf of [TTP PLC]


Director

13 Nov 2017
Date

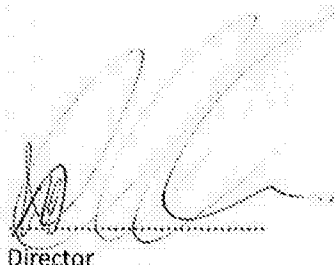
before this witness:

Witness 

Full Name SUE RICHARDSON


Address 1 STETSON ROAD
WATERLOO
ONTARIO N2L 2R7

Signed by Ainslie Chinembiri for and on
behalf of CHITENDAI LTD


Director

9/11/17
Date

before this witness:

Witness 

Full Name SIMON MARK PIPER

Address 423 ST KATHARINES CRESCENT
CAMBRIDGE, ONTARIO N1R 5P8