

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5058812

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WILLIAMS ADVANCED ENGINEERING LIMITED	03/22/2017
WILLIAMS GRAND PRIX ENGINEERING LIMITED	03/22/2017
MATTHEW PIRS BURKE	03/22/2017
IAN STUART TURNER	03/22/2017
RECEIVING PARTY DATA	
Name:	AEROFOIL ENERGY LIMITED
Street Address:	SUITE B1.2, CLARENCE MILL BUSINESS CENTRE
City:	BOLLINGTON, CHESHIRE
State/Country:	GREAT BRITAIN
Postal Code:	SK10 5JZ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15778973
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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:	703-456-8000
Email:	rphelan@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE
Address Line 2:	SUITE 700, ATTN: PATENT GROUP
Address Line 4:	WASHINGTON, D.C. 20004-2400
ATTORNEY DOCKET NUMBER:	FRID-003/N01US327549-2055
NAME OF SUBMITTER:	ANDERS E. FERNSTROM
SIGNATURE:	/Anders E. Fernstrom/ Reg. # 72,629
DATE SIGNED:	07/19/2018
Total Attachments: 5	
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PATENT

REEL: 046403 FRAME: 0873

ASSIGNMENT

THIS DEED OF ASSIGNMENT is made the 22nd day of March 2017
between:

(1) Williams Advanced Engineering Limited

of Grove, Wantage, Oxfordshire, OX12 0DQ, United Kingdom

a company organised and existing under the laws of England and Wales, (Company No. **08012215**)
(hereinafter referred to as "Williams Advanced Engineering")

(2) Williams Grand Prix Engineering Limited

of Grove, Wantage, Oxfordshire, OX12 0DQ, United Kingdom

a company organised and existing under the laws of England and Wales, (Company No. **01297497**)
(hereinafter referred to as "Williams Grand Prix Engineering")

(3) Aerofoil Energy Limited

of Suite B1.2, Clarence Mill Business Centre, Bollington, Cheshire, SK10 5JZ, United Kingdom

a company organised and existing under the laws of England and Wales, (Company No. **08789020**)
(hereinafter referred to as "Aerofoil Energy")

(4) Mr Matthew Piers Burke

of Millers Barn, Foley Farm, Stockcross, Newbury, Berkshire, RG20 8JX, United Kingdom

(hereinafter referred to as "Mr Burke")

(5) Mr Ian Stuart Turner

of 4 Vicarage Road, Oxford, Oxfordshire, OX1 4RB, United Kingdom

(hereinafter referred to as "Mr Turner")

WHEREAS

- (a) Mr Burke and Mr Turner were involved in the making of an invention relating to improvements in refrigerators ("the Invention").
- (b) At the date of making the Invention, Mr Burke and Mr Turner were employees of Williams Grand Prix Engineering. The involvement of Mr Burke, Mr Turner and Williams Grand Prix Engineering was on the understanding that all rights in the Invention would eventually be transferred to Aerofoil Energy.
- (c) Aerofoil Energy filed on 25 November 2015 an application for a British patent relating to the Invention and entitled "Improvements in Refrigerators", which has been allocated application number GB1520795.4 ("the British Application").

- (d) Aerofoil Energy filed on 24 November 2016 an application for an International patent relating to the Invention and entitled "Improvements in Refrigerators", which has been allocated application number PCT/GB2016/053698 ("the International Application"), and which claims priority to the British Application.
- (e) As part of an Intra-group assignment dated 1 January 2017, Williams Grand Prix Engineering transferred any and all rights as it holds in the Invention, the British Application and the International Application to Williams Advanced Engineering.
- (f) Williams Grand Prix Engineering, Williams Advanced Engineering, Mr Burke, and Mr Turner (together "the Assignors") and each of them now wish to execute this Assignment document in order to confirm and/or assign to Aerofoil Energy (insofar as such rights are not already so vested) any and all rights as the Assignors and each of them hold in the British Application and the International Application.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

"INTELLECTUAL PROPERTY" means all copyright and database rights, patents, trade marks, registered and unregistered design rights, all rights to bring an action for passing off, all rights to apply for protection in respect of any of the above rights and any applications made in respect of any of the above rights, and all other intellectual property rights in any jurisdiction and all legal rights protecting the confidentiality of any information or materials.

"INTELLECTUAL PROPERTY RIGHTS" means all Intellectual Property in and relating to the Invention (including but not limited to the British Application and the International Application) and any improvements to the Invention owned by the Assignors or any of them.

2. ASSIGNMENT

In consideration of the sum of £1 (one pound Sterling), now paid by Aerofoil Energy ("the Assignee") to the Assignors (the receipt of which the Assignors hereby acknowledge) the Assignors and each of them assign to the Assignee such Intellectual Property Rights as they hold together with all rights of action arising or accrued in relation to the Intellectual Property Rights including, without limitation, the right to claim priority and to take proceedings and recover damages and obtain all other remedies in respect of infringements (including past infringements) of such Intellectual Property Rights.

3. GRANTED PATENTS

The Assignee shall by virtue of this confirmation and Assignment be entitled to the grant of any patents which issue anywhere in the world and which derive from the British Application and/or the International Application.

4. MORAL RIGHTS

The Assignors and each of them unconditionally and irrevocably waive, in respect of the Invention, such moral rights as are conferred by Chapter IV of Part I of the Copyright, Designs and Patents Act 1988 or other laws in force from time to time enacted in any part of the world conferring analogous rights.

5. WARRANTIES

5.1 The Assignors and each of them warrant to the Assignee that they are free to assign to the Assignee the Intellectual Property Rights assigned by Clause 2 above and that they have not previously assigned or otherwise disposed of or encumbered any Intellectual Property in the Invention or in the British Application or the International Application (other than in the Intra-group assignment from Williams Grand Prix Engineering to Williams Advanced Engineering dated 1 January 2017, as referred to in recital (c) above).

5.2 The Assignors and each of them agree at all times at the Assignee's reasonable request and at the Assignee's expense to execute all such documents and do any further acts as the Assignee may require to:

(a) give effect to this Assignment and maintain the Intellectual Property Rights; and

(b) apply for any patents or other forms of protection in respect of the British Application, the International Application and/or the Invention throughout the world; and

(c) in the event that the Assignors or any of them fail(s) to do the same within 7 (seven) days' written notice, the Assignors and each of them irrevocably appoints the Assignee as its or his attorney under the Powers of Attorney Act 1971 with the right but not the obligation to execute all such documents and do all such further acts as the Assignee may decide in relation to the Intellectual Property Rights.

5.3 The Assignors and each of them shall provide all reasonable assistance at the Assignee's cost which the Assignee considers necessary in connection with bringing or defending any proceedings relating to any of the Intellectual Property Rights.

6. MISCELLANEOUS

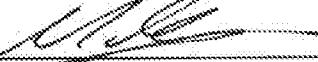
6.1 Any notice or other communication required to be given by either party to the other shall be given in writing and served at the other's address stated above (or such other address as each party may notify to the other in writing) by first class post, facsimile or by personal delivery and shall be deemed to have been given in the case of first class post 48 (forty eight) hours after posting, in the case of facsimile upon transmission and in the case of personal delivery immediately upon such delivery to that address.

6.2 The Recitals form part of this Assignment and the terms defined in the Recitals shall be so interpreted throughout this Agreement.

6.3 This Assignment shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Assignment the day and year first above written.

Signed as a deed by Mr Matthew Piers Burke in the presence of:

Signature: 

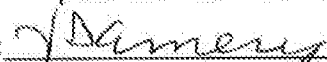
Signature of Witness: 

Name of Witness (in BLOCK CAPITALS): CHRISTIAN BEDFORD

Address of Witness: C/O WILLIAMS, GROVE, OXON, OX12 0DQ

Signed as a deed by Mr Ian Stuart Turner in the presence of:

Signature: 

Signature of Witness: 

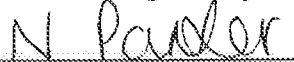
Name of Witness (in BLOCK CAPITALS): JOANNA EMERY

Address of Witness: C/O WILLIAMS, GROVE, OXON, OX12 0DQ

Executed as a deed by Williams Grand Prix Engineering Limited acting by a director in the presence of:

Signature: 

Position at Williams Grand Prix Engineering Limited: D. DIRECTOR

Signature of Witness: 

Name of Witness (in BLOCK CAPITALS): NICOLA PARKER

Address of Witness: C/O WILLIAMS, GROVE, OXON, OX12 0DQ

Continued overleaf...

Executed as a deed by Williams Advanced Engineering Limited acting by a director in the presence of:

Signature: 


Position at Williams Advanced Engineering Limited: DIRECTOR

Signature of Witness: N Poudel

Name of Witness (in BLOCK CAPITALS): NICOLA PARKER

Address of Witness: 90 WILLIAMS GROVE, OXON, OX12 0DQ

Executed as a deed by Aerofoil Energy Limited acting by a director in the presence of:

Signature: 

Position at Aerofoil Energy Limited: DIRECTOR

Signature of Witness: ma

Name of Witness (in BLOCK CAPITALS): MARYANN TIZZARD

Address of Witness: 4 LONGROW, LOWER HOUSE, BOWINGTON
SK10 5HN