

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5102839

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MORGAN TECHNICAL CERAMICS LIMITED	04/03/2017
RECEIVING PARTY DATA	
Name:	CERAMTEC UK LIMITED
Street Address:	47 BOUTPORT STREET, BARNSTAPLE
City:	DEVON
State/Country:	UNITED KINGDOM
Postal Code:	EX31 1SQ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9308554
CORRESPONDENCE DATA	
Fax Number:	(312)419-9440
<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:	312-628-5529
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Correspondent Name:	VICTORIA FRIEDMAN
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Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	30100-1016368PT
NAME OF SUBMITTER:	VICTORIA FRIEDMAN
SIGNATURE:	/vfr/
DATE SIGNED:	08/22/2018
Total Attachments: 4	
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DATED

2017

(1) MORGAN TECHNICAL CERAMICS LIMITED

- and -

(2) CERAMTEC UK LIMITED

ASSIGNMENT AGREEMENT

relating to
intellectual property

BETWEEN:

- (1) **MORGAN TECHNICAL CERAMICS LIMITED**, a company incorporated and registered in England and Wales with number 0262938 which has its registered office at Morgan Drive, Stourport-on-Severn, Worcestershire DY13 8DW ("**Morgan**"); and
- (2) **CERAMTEC UK LIMITED**, a company incorporated and registered in England and Wales with number 0851165 which has its registered office at 47 Boutport Street, Barnstaple, Devon EX31 1SQ ("**Ceramtec**"),

each a "**Party**" and together, the "**Parties**".

BACKGROUND:

- A Morgan owns the Patent, but pursuant to the BTA has agreed to transfer the Patent to Ceramtec.
- B Morgan now assigns all its rights, title and interest in and to the Patent to Ceramtec on the terms set out in this Assignment.

IT IS AGREED:

1. DEFINITIONS

In this Assignment:

- "**Assignment**" means this assignment agreement;
- "**BTA**" means the business transfer agreement entered into between the Parties on or around the date of this Assignment; and
- "**Patent**" means the US Patent for a Ultrasonic/Acoustic Transducer, with Application Serial No. 13/374,317, and Patent No.9,308,554, and having an issue date of 12 April 2016.

2. ASSIGNMENT

- 2.1 In consideration of payment of US\$1 (one US dollar) paid by Ceramtec to Morgan (receipt and sufficiency of which is hereby acknowledged by Morgan), Morgan hereby assigns to Ceramtec absolutely with full title guarantee all its property, right, title and interest throughout the world in and to the Patent, including:

- 2.1.1 the right to extend, reissue or renew the Patent to or register the Patent in any country or territory in the world, including any and all divisionals, continuations, and continuations-in-part that claim priority to the Patent and all foreign equivalents thereof;

- 2.1.2 in respect of each and any invention disclosed in the Patent, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection; and
- 2.1.3 the right to take all action necessary to recover damages or obtain any other remedies in respect of all and any infringements of the Patent, whether committed before or after the date of this Assignment, including the right to retain any damages obtained as a result of such action.

3. RECORDATION

Morgan hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Ceramtec as the assignee and owner of the Patent. Ceramtec shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Patent.

4. FURTHER ASSURANCE

Morgan shall, at the request of Ceramtec, do (or procure to be done) all such other things and/or execute and deliver (or procure to be executed and delivered) all such other documents as may be reasonably required for the purpose of giving full effect to this Assignment and to vest in Ceramtec the full benefit of the Patent.

5. WARRANTIES

Each party warrants that:

- 5.1 it has the right, power and authority and all necessary consents and authorisations to enter into and perform its obligations pursuant to this Assignment, and its obligations pursuant to this Assignment are enforceable against it; and
- 5.2 the entry into, and performance of, its obligations pursuant to this Assignment will not breach any agreement or instrument to which it is a party or by which it is bound.

6. COUNTERPARTS

This Assignment may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart and each counterpart shall constitute an original of this Assignment, but all the counterparts shall together constitute one and the same agreement.

7. GOVERNING LAW AND JURISDICTION

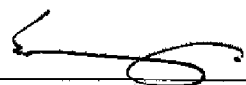
This Assignment and any matter arising from or in connection with it shall be governed by and construed in accordance with the law of the state of New York, without regard to conflicts of law principles, and the parties irrevocably agree to submit to the exclusive jurisdiction of the federal courts sitting in the state of New York, and further agree not to challenge venue or move for transfer for *forum non conveniens*, over any claim or matter arising from or in connection with this Assignment.

signature page follows

IN WITNESS whereof the Parties have executed this Assignment effective as of the day and year first above written.

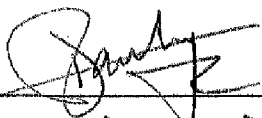
Morgan:

Morgan Technical Ceramics Limited

By: 
Name: J.R. MALLORY
Title: DIRECTOR OF STRATEGIC PROGRAMS

Ceramtec:

Ceramtec UK Limited

By: 
Name: D. JAMBON
Title: CFO