

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5213197

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SPHERE TECHNOLOGY LIMITED	01/23/2018
RECEIVING PARTY DATA	
Name:	EUAN MACKENZIE
Street Address:	6 MARCH ROAD
City:	EDINBURGH
State/Country:	UNITED KINGDOM
Postal Code:	EH4 3TB
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16033455
Patent Number:	10025455
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	E1350.USC1W-C1+
NAME OF SUBMITTER:	SPENCER A. GIBBS
SIGNATURE:	/Spencer A. Gibbs/
DATE SIGNED:	10/30/2018
Total Attachments: 7	
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DATED: 21 December 2017

FORMAL ASSIGNATION/ASSIGNMENT OF PATENTS

between

(1) Sphere Technology Limited (in liquidation)

and

(2) Thomas Campbell MacLennan and Alexander Iain Fraser as joint liquidators
of Sphere Technology Limited (in liquidation)

and

(3) Euan Mackenzie

THIS FORMAL ASSIGNATION/ASSIGNMENT OF PATENTS (Assignment) is dated 2017 and is entered into between

(1) SPHERE TECHNOLOGY LIMITED (in liquidation) incorporated and registered in Scotland with company number SC369525 whose registered office is at Apex 3, 95 Haymarket Terrace, Edinburgh EH12 5HD (Seller), acting by its joint Liquidators, Thomas Campbell MacLennan and Alexander Iain Fraser of FRP Advisory LLP, Apex 3, 95 Haymarket Terrace, Edinburgh EH12 5HD (the Liquidators); and

(2) The Liquidators; and

(3) Euan Mackenzie, 6 March Road, Edinburgh, EH4 3TB (Buyer).

together the parties and each a party.

BACKGROUND

The Liquidators were appointed as joint interim liquidators of the Seller by the sheriff at Lothian and Borders at Edinburgh by interlocutor dated 28 June 2017 and were subsequently appointed joint liquidators on 8 August 2017 by virtue of a resolution of the creditors of the Seller dated 8 August 2017. Pursuant to the terms of a main sale and purchase agreement between the parties dated on or around 21 December 2017 (Main Agreement) the Seller agrees to sell, assign, transfer and convey to the Buyer certain patents and associated assigned rights to the Buyer on the terms set out in this Assignment.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this Assignment:-

1.1 Definitions:

Associated Rights: means the right for the Buyer:-

- i. to register and/or apply in all countries, territories and/or regions of the world for patents and utility models and like rights of exclusion with respect to any inventions comprised within the Patents for the full term of such rights (including any renewals and/or extensions);
- ii. to prosecute, maintain and defend any such patents and utility models, including the Patents, before any public or private agency, office or registrar in any country, territory and/or region of the world, including by filing divisional applications, and all other applications and pre & post-

issue proceedings connected with such patents and/or utility models, including but not limited to continuations, continuations in part, renewals, divisionals, extensions and/or re-issues;

- iii. to claim priority, including based on any filing date of any such patents, including the Patents, or utility models, under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the Paris Convention, and all other treaties of like purposes; and
- iv. to bring legal proceedings and/or sue and recover damages or other compensation for past, present or future infringements of any such patents and utility models, including the Patents, including the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringements; and
- v. the right to fully and entirely stand in the place of the Seller in all matters related to the aforesaid patents and utility models;

Patents: the patents and/or patent applications, short particulars of which are appended at Annex A.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Assignment. The Schedules form part of this Assignment and shall have effect as if set out in full in the body of this Assignment. Any reference to this Assignment includes the Schedules. References to clauses and Schedules are to the clauses and Schedules of this Assignment. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders. A reference to **writing** or **written** includes fax and email. Any words following the terms **including**, **include**, **in particular** 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/Assignment**

- 2.1 Pursuant to and for the consideration set out in the Main Agreement (the receipt and sufficiency of which the Seller expressly acknowledges), on the date set out above, the Seller **HEREBY IRREVOCABLY ASSIGNS, TRANSFERS AND CONVEYS** to the Buyer, its successors, assigns and legal representatives absolutely all its right, title and interest (past, present and future) in and to the Patents, and in and to all and any inventions disclosed in the Patents under any and all laws and all jurisdictions, including the Associated Rights.

3. **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this Assignment 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.

4. Counterparts

This Assignment may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

5. Full and Final Agreement

This Assignment constitutes the entire agreement and understanding between the parties with regard to its subject matter and supersedes all prior oral or written agreements, representations, understandings or arrangements between the parties relating to its subject matter.

6. Liquidators' liability and status of claims

6.1 The Liquidators act as agents for the Assignor and neither they nor their representatives shall incur any personal liability in any circumstances whatever by virtue of this Assignment, nor in relation to any related matter or claim, nor in respect of any transfer, assignment or other documents made pursuant to this Assignment.

6.2 The Liquidators have entered into this Assignment in their personal capacities solely for the purpose of obtaining the benefit of the provisions in their favour.

7. Governing law and Jurisdiction

7.1 This Assignment 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 laws of Scotland.

7.2 Each party irrevocably agree that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Assignment or its subject matter or formation.

IN WITNESS WHEREOF the parties hereto have caused this Assignment to be executed and delivered for the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 on the date set out on page 1 of this Assignment by (as applicable) their respective duly authorised representatives and signatories, where applicable, as evidenced at Annex B.

Signed by Thomas Campbell MacLennan and/or Alexander Iain Fraser as liquidator(s)
For and on behalf of SPHERE TECHNOLOGY LIMITED (in liquidation) as its agent and without personal liability

By Tom (Signature of Liquidator) In the presence of this witness

Thomas MacLennan (Full Name) Craig Morrison (Witness' Signature)

Edinburgh (Place of Signature) Craig Morrison (Full Name)

23 January 2018 (Date of Signature) c/o Apex 3, 95 Hammerhead Terrace (Address)
Edinburgh, EH2 5AD

Signed by Thomas Campbell MacLennan and/or Alexander Iain Fraser as liquidator(s)
of SPHERE TECHNOLOGY LIMITED (in liquidation) without personal liability and solely for the purpose of obtaining the benefit of the provisions of this Assignment

By Tom (Signature of Liquidator) In the presence of this witness

Thomas MacLennan (Full Name & Title) Craig Morrison (Witness' Signature)

Edinburgh (Place of Signature) Craig Morrison (Full Name)

23 January 2018 (Date of Signature) c/o Apex 3, 95 Hammerhead Terrace (Address)
Edinburgh, EH2 5AD

Signed by Euan Mackenzie



(Signature)

Euan Mackenzie

in the presence of this witness



(Witness
Signature)

GLASGOW

(Place of Signature)

MARK SOMERVILLE

(Full Name)

11/02/12

(Date of Signature)

5/7 TADWAT ST

(Address)

EDINBURGH

Annex A TO THE FOREGOING ASSIGNATION/ASSIGNMENT BETWEEN SPHERE TECHNOLOGY LIMITED (IN LIQUIDATION), THOMAS CAMPBELL MACLENNAN AND ALEXANDER IAIN FRASER AS JOINT LIQUIDATORS OF SPHERE TECHNOLOGY LIMITED (IN LIQUIDATION) AND EUAN MACKENZIE

Patents

Country	Application No.	Application Filing Date	Publication No.
GB	1008182.5	01 June 2010	N/A
PCT	PCT/EP2011/059022	01 June 2011	WO2011/151367
US	13/590,257	30 November 2012	US2013/0081445
EP	11728738.9	01 June 2011	EP2577609