

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5252200

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KING'S COLLEGE LONDON	11/26/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ZORAN CVETKOVIC
<b>Street Address:</b>	23 ST JOHN'S GROVE
<b>Internal Address:</b>	FLAT D
<b>City:</b>	LONDON
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	N19 5RW
<b>Name:</b>	ENZO DE SENA
<b>Street Address:</b>	CORSO VITTORIO EMANUELE 167
<b>City:</b>	NAPOLI
<b>State/Country:</b>	ITALY
<b>Postal Code:</b>	80121
<b>Name:</b>	HUSEYIN HACIHABIBOGLU
<b>Street Address:</b>	OZGUN SITESI, 3257 SOKAK, NO 7, YASAMKENT, CANKAYA
<b>City:</b>	ANKARA
<b>State/Country:</b>	TURKEY
<b>Postal Code:</b>	06810
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8184814
<b>Patent Number:</b>	8976977
<b>Patent Number:</b>	8908875
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	echopatents@gmail.com
<b>Correspondent Name:</b>	ANA CVETKOVIC

Address Line 1:	750 N CEDAR RD
Address Line 4:	JENKINTOWN, PENNSYLVANIA 19046

NAME OF SUBMITTER:	ENZO DE SENA
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SIGNATURE:	/Enzo De Sena/
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DATE SIGNED:	11/27/2018
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	This document serves as an Oath/Declaration (37 CFR 1.63).
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**Total Attachments: 8**

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**THIS ASSIGNMENT** is made on the 16th day of November 2018 ("**Effective Date**")

**BETWEEN:**

- (1) **KING'S COLLEGE LONDON**, an institution incorporated by royal charter in England and Wales whose registered office is at the Strand, London, WC2R 2LS ("**King's**"); and
- (2) **Zoran Cvetkovic**, an individual residing at 23 St John's Grove, Flat D, London, N19 5RW ("**Inventor**"); and
- (3) **Enzo De Sena**, an individual residing at Corso Vittorio Emanuele 167 80121, Napoli, Italy ("**Inventor**"); and
- (4) **Huseyin Hacıhabiboglu**, an individual residing at Ozgun Sitesi, 3257 Sokak, No 7, Yasamkent, Cankaya, 06810, Ankara, Turkey (also "**Inventor**") (collectively "**the Inventors**").

**BACKGROUND**

- (A) The Inventors are inventors of the inventions described in the Patents.
- (B) Under King's Code of Practice for IP, Commercialisation and Financial Benefits, King's claims ownership in any IP (including the Patents) created or reduced to practice in the course of research at King's.
- (C) Zoran Cvetkovic, Enzo De Sena and Huseyin Hacıhabiboglu were employees of King's at the time the invention described in the Patents either were made or reduced to practice, and any right, title and interest in the Patents due to their inventive contributions to the Patents made while the Inventors were employees of King's has vested in King's by operation of law.
- (D) King's is willing to assign to the Inventors jointly, and the Inventors are willing to take an assignment of it's right, title and interest in the Patents, on the terms of this Assignment.

**OPERATIVE PROVISIONS**

**1. Interpretation**

- 1.1. In this Assignment the following defined terms have the meanings set out below:

<b>Affiliate</b>	of a Party means any entity that Controls, is Controlled by or is under common Control with that Party;
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<b>Assigned Rights</b>	has the meaning set out in clause 2.1;
<b>Confidential Information</b>	means: (i) confidential information (whether or not marked as confidential) in any form concerning the business and affairs of King's and know-how, data, or technical information of King's disclosed or otherwise made available to the Inventors;
<b>Control</b>	means:  (i) the possession, directly or indirectly, of 50% or more of the issued share capital, issued stock or other securities of, or the voting rights in an entity or the right to receive more than 50% of the income, profits or assets of an entity; or  (ii) the possession, directly or indirectly, of the right to appoint or remove the majority of the board of directors or other officers of an entity or of those directors or officers who have voting rights in relation to the entity's management; or  (iii) the power to direct or cause the direction of the general management and policies of that entity;
<b>Costs</b>	Means the sum of £74,037.02 (seventy four thousand and thirty seven pounds and two pence sterling) details listed in Schedule 1, incurred by King's prior to the Effective Date, in relation to the filing, prosecution, and maintenance of the Patents and all related professional and other fees and costs;
<b>Patents</b>	means any and all of the patents and patent applications listed in Schedule 1, including any continuations, continuations in part, extensions, reissues, divisions, and any patents, supplementary protection certificates, and similar rights that derive priority from or claim common priority with any of the foregoing;

## **2. Assignment**

- 2.1. In consideration of the performance by the Inventors of their obligations under this Assignment and payment of the sum of £1 (one-pound sterling), receipt of which King's hereby acknowledges, King's hereby assigns to the Inventors absolutely all of its right, title, and interest in and to the Patents and all inventions described in any of the Patents throughout the world including:

- 2.1.1. the King's entitlement to any registrations granted pursuant to any of the applications comprised in the Patents;
- 2.1.2. any King's right to file divisional applications, continuations, continuations-in-part, reissues, renewals, extensions or supplementary protection certificates based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- 2.1.3. any King's right to apply for and obtain patents or other similar forms of protection throughout the world in respect of the inventions described in any of the Patents and the right to claim priority from the Patents; and
- 2.1.4. any King's rights of action, powers, and benefits arising from ownership of the Patents, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this Assignment.

(together, the "**Assigned Rights**").

- 2.2. The inventor hereby undertakes to not use any funds in any King's account, of whatsoever nature, to fund the prosecution of Assigned Rights.
- 2.3. The Inventors hereby grant to King's a non-exclusive, irrevocable worldwide licence under the Assigned Rights for the purposes of research and teaching.
- 2.4. The Inventors acknowledge that should the Inventors or any Affiliate of the Inventors require a licence ("Licence") to use any intellectual property owned by King's necessary for them to be able to use the Assigned Rights for the purposes of commercial exploitation, including the manufacture, sales or marketing of products, King's shall be under no obligation to grant such a Licence. Where King's decides, in its sole discretion, to grant such a Licence, the terms of any such Licence shall be the subject of a separate agreement between the Parties.

### **3. Reimbursement of Costs**

- 3.1 The Inventors shall reimburse King's for the Costs. Reimbursement of Costs by the Inventors following assignment of Assigned Rights will be deferred until such time as the Inventors commercialise the Assigned Rights and are able to derive an income or revenue from ownership of the Assigned Rights, and in such event reimbursement of Costs will be pro-rated to the agreed rate of 10% of gross income or revenue received by one or all of the Inventors. Such reimbursement will apply to Costs incurred for the specific Assigned Right or Patent that is commercialised. For avoidance of doubt, if an Assigned Right or Patent does not generate income or revenue,

Inventors are not required to reimburse Costs for that Assigned Right or Patent.

- 3.2 Inventors will be jointly responsible for sending a written report to King's annually on the anniversary of this Agreement, setting out the income or revenue received in the preceding twelve months, and the source and nature of that income. King's will invoice each Inventor severally for 3.33% of income or revenue, and each Inventor will pay the invoice within thirty (30) days of invoice date.

#### 4. **Warranties and Indemnity**

- 4.1. All representations, warranties, conditions, terms, undertakings and obligations whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way and not expressly set out in this Assignment are excluded from this Assignment to the fullest extent permitted by law and in particular King's excludes any warranty:

- 4.1.1. That the use of the Patents will not infringe the rights of any third party; and
- 4.1.2. To the efficacy or usefulness of the Patents; and
- 4.1.3. that it is the sole owner of any Patent identified in Schedule 1 of this Agreement, or has any written authority from the owner(s) of such Patents to agree to the terms of this Agreement, or that King's can agree to such terms on behalf of such owner(s).

- 4.2. The Inventors jointly and severally will indemnify King's and King's Affiliates, and their respective directors, officers, employees and representatives (together the "**Indemnified Parties**") and keep them fully and effectively indemnified against any and all liabilities, costs, expenses, damages and losses (including all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by any of them in connection with any claims, demands, actions or other proceedings made or brought against any of them by any third party (including claims for negligence) which arise directly or indirectly as a result of or in connection with the use or exploitation of the Patents or any invention described in the Patents by the Inventors, their Affiliates, and/or any licensee of theirs.

- 4.3. The exclusions and limitations of liability set out in this Assignment will apply to the fullest extent permissible at law. Nothing in this Assignment will exclude liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any other liability which may not be limited or excluded by law.

**5. Confidentiality**

- 5.1. The Inventors jointly and severally undertake:
- 5.1.1. to maintain as confidential all Confidential Information;
  - 5.1.2. to use the Confidential Information only as necessary to fulfil their obligations or enjoy their rights under this Agreement; and
  - 5.1.3. not to disclose any of the Confidential Information in whole or in part to any third party without the prior written consent of King's or as otherwise expressly permitted by any other clause of this Agreement.
- 5.2. The Inventors may disclose the Confidential Information of King's to Inventors' Affiliates' directors, officers, employees, and representatives who reasonably require access to it for the purpose of fulfilling the Inventors' obligations or enjoying their rights under this Agreement provided that before any of King's' Confidential Information is disclosed to them, they are made aware of its confidential nature and that they are under a legally-binding obligation to the Inventors to treat that Confidential Information in the strictest confidence in accordance with the terms of this Agreement. The Inventors will be liable to King's for any disclosure or misuse of King's' Confidential Information by such parties.
- 5.3. The provisions of clause 5.1 shall not apply to Confidential Information which the Inventors can demonstrate by reasonable, written evidence:
- 5.3.1. was, prior to its receipt by the Inventors from King's, in the possession of the Inventors and at their free disposal; or
  - 5.3.2. is subsequently disclosed to the Inventors without any obligations of confidence by a third party who has not derived it directly or indirectly from King's; or
  - 5.3.3. is or becomes generally available to the public through no act or default of the Inventors.
- 5.4. The Inventors will not be in breach of its obligations under clause 5.1 to the extent that it is required to disclose any Confidential Information under any law or by or to a court or other public, regulatory or financial authority that has jurisdiction over theirs, provided that the Inventors gives King's written notice prior to disclosing any of the Confidential Information and that the disclosure is made only to the extent required and for the purpose of complying with the requirement and that the Inventors takes all reasonable measures to ensure, as far as it is possible to do so, the continued confidentiality of any Confidential Information so disclosed.
- 5.5. Notwithstanding any other provision of this Agreement or any other agreement between the Parties, the Inventors will not be in breach of any confidentiality or non-use obligation to the extent that either Inventor uses or discloses any Confidential Information of King's to the extent reasonably necessary to commercialise the Patents.

- 5.6. The Inventors shall not, and shall procure that the Inventors' Affiliates shall not, make use of King's' name in any way without the prior written consent of King's.

**6. General**

- 6.1. Severance: Each provision of this Assignment is to be construed separately and, even if the whole or any part of any provision is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force and the validity and enforceability of that provision in any other jurisdiction will not be affected. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.
- 6.2. Further assurance: Each party will (at its own expense), and will use all reasonable endeavours to procure that any necessary third party will, promptly execute and deliver any documents, and do all such things, or procure the execution and delivery of all documents and doing of all such things, as are required to give full effect to this Assignment and the transactions contemplated by it.
- 6.3. Variation: No variation of this Assignment (including the Schedules) will be effective unless in writing and signed by or on behalf of the parties.
- 6.4. Entire agreement: This Assignment (including the Schedules) and the documents referred to in it constitute the whole agreement of the parties relating to its subject matter and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this Assignment. Each party acknowledges that, in entering into this Assignment, either (i) it did not rely on any warranty, misrepresentation, representation, statement or undertaking (whether written or oral) of any kind or of any person other than those expressly set out in this Assignment or (ii) if it did rely on such any warranty, misrepresentation, representation, statement or undertaking not expressly set out in this Assignment that it will have no remedy in respect of such warranty, misrepresentation, representation, statement or undertaking, and (in either case), it will have no liability otherwise than in accordance with the express terms of this Assignment. However, this clause does not exclude any liability which either party may have to the other (or any right which either party may have to rescind this Assignment) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Assignment.
- 6.5. Rights of Third Parties: No one except a party to this Assignment has any right to prevent the amendment of this Assignment or its termination, and no one except a party to this Assignment may enforce any benefit conferred by this Assignment, unless this Assignment expressly provides otherwise.
- 6.6. Governing law and jurisdiction: This Assignment is to be governed by and construed in accordance with English law. The parties agree that the courts



of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Assignment or its subject matter.

SIGNED by the parties or their authorised signatories on the date set out above.

BY AND ON BEHALF OF **KING'S COLLEGE LONDON**:

Signed:



Name: Mike Shaw

Position: Director, IP & Licensing


BY **Zoran Cvetkovic**

Signed: 26 November 2018



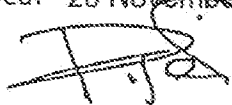
By **Enzo De Sena**

Signed: 26 November 2018



By **Huseyin Hacıhabiboglu**

Signed: 26 November 2018



**SCHEDULE 1**

**THE PATENTS**

1) Emulation of Sound (2005) - Cost: £34992.47

Inventor: Zoran Cvetkovic

EP pending (Application no. EP 06808665.1) - Cost: £26429.74

US granted (US 8,184,814) - Cost: £21293.42

2) Microphone Array (2011) - Cost: £22127.85

Inventors: Zoran Cvetkovic, Enzo De Sena, Huseyin Hacıhabiboglu

US granted (US 8,976,977)

3) Scattering Delay Network (2012) - Cost: £16916.70

Inventors: Zoran Cvetkovic, Enzo De Sena, Huseyin Hacıhabiboglu

US granted (US 8,908,875)

Total Costs for all the patents above: £74037.02.