

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5293351

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LAKESIDE HOLDINGS LLC	10/19/2016
RECEIVING PARTY DATA	
Name:	MYCO SCIENCES LIMITED
Street Address:	5 BURNS CLOSE
Internal Address:	LONG CRENDON, AYLESBURY
City:	BUCKINGHAMSHIRE
State/Country:	UNITED KINGDOM
Postal Code:	HP18 9BX
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15580287
CORRESPONDENCE DATA	
Fax Number:	(585)346-2135
<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:	585-346-3783
Email:	jmhammond@patent-innovations.com
Correspondent Name:	PATENT INNOVATIONS LLC
Address Line 1:	20 OFFICE PARK WAY
Address Line 2:	SUITE 122
Address Line 4:	PITTSFORD, NEW YORK 14534
ATTORNEY DOCKET NUMBER:	MSL106US
NAME OF SUBMITTER:	JOHN M. HAMMOND
SIGNATURE:	/John M. Hammond/
DATE SIGNED:	12/20/2018
Total Attachments: 13	
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APPLICATION NUMBER	FILING or 371(c) DATE	GRP ART UNIT	FIL FEE REC'D	ATTY DOCKET NO	TOT CLAIMS	IND CLAIMS
15/580,287	12/07/2017		450	MSL106US	20	1

CONFIRMATION NO. 2643

FILING RECEIPT



46488
JOHN M. HAMMOND
PATENT INNOVATIONS LLC
20 Office Park Way
SUITE 122
Pittsford, NY 14534

Date Mailed: 12/17/2018

Receipt is acknowledged of this non-provisional patent application. The application will be taken up for examination in due course. Applicant will be notified as to the results of the examination. Any correspondence concerning the application must include the following identification information: the U.S. APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION. Fees transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. **If an error is noted on this Filing Receipt, please submit a written request for a Filing Receipt Correction. Please provide a copy of this Filing Receipt with the changes noted thereon. If you received a "Notice to File Missing Parts" for this application, please submit any corrections to this Filing Receipt with your reply to the Notice. When the USPTO processes the reply to the Notice, the USPTO will generate another Filing Receipt incorporating the requested corrections**

Inventor(s)

Tony John HALL, London, UNITED KINGDOM;
Sarah GURR, Exeter, UNITED KINGDOM;

Applicant(s)

Tony John HALL, London, UNITED KINGDOM;
Sarah GURR, Exeter, UNITED KINGDOM;

Assignment For Published Patent Application

Mycosciences Limited, Buckinghamshire, GB

Power of Attorney: The patent practitioners associated with Customer Number 46488

Domestic Priority data as claimed by applicant

This application is a 371 of PCT/US2016/036194 06/07/2016

Foreign Applications for which priority is claimed (You may be eligible to benefit from the Patent Prosecution Highway program at the USPTO. Please see <http://www.uspto.gov> for more information.) - None.

Foreign application information must be provided in an Application Data Sheet in order to constitute a claim to foreign priority. See 37 CFR 1.55 and 1.76.

Permission to Access Application via Priority Document Exchange: Yes

Permission to Access Search Results: Yes

Applicant may provide or rescind an authorization for access using Form PTO/SB/39 or Form PTO/SB/69 as appropriate.

DATED 19TH OCTOBER 2016

PATENT APPLICATIONS ASSIGNMENT

THIS DEED is made on 19th October 2016

BETWEEN

- (1) LAKESIDE HOLDINGS LLC, a limited liability company incorporated in the State of Kentucky whose principal place of business is at 108 Chestnut Street, Eddyville KY 42038, USA (Assignor);
- (2) TONY JOHN HALL of c/o Mrs B Hall, 24 Ferndene, 123 Slough Lane, London NW9 8YE (Inventor); and
- (3) MYCO SCIENCES LIMITED, a company incorporated and registered in England and Wales with company number 09057963 whose registered office is at 5 Burns Close, Long Crendon, Aylesbury, Buckinghamshire HP18 9BX United Kingdom (Assignee).

BACKGROUND

- (A) The Assignor is the registered applicant for the Patent Applications (as defined below).
- (B) The Assignor has agreed to assign the Patent Applications to the Assignee on the terms set out in this agreement.
- (C) The Assignee requires the full benefit of the Patent Applications and the Assignor and the Inventor are willing to meet that requirement on the terms and conditions set out in this agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Patent Applications: the patent applications, short particulars of which are set out in Schedule 1 hereto.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Schedule hereto forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.
- 1.4 References to clauses and Schedules herein are to the clauses and Schedules of and to this agreement.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax and email.
- 1.11 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, phrase or term preceding those terms.
- 1.12 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. ASSIGNMENT

In consideration of the sum of £1.00 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee, absolutely with full title guarantee, all its right, title and interest in and to the Patent Applications and in and to all and any inventions disclosed in the Patent Applications, including:

- (a) the right to claim priority from and to prosecute and obtain grant of the patents thereunder;
- (b) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- (c) in respect of each and any invention disclosed in the Patent Applications, 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;
- (d) the right to extend to or register in or in respect of any country or territory in the world each and any of the applications 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 from any of such applications;
- (e) the absolute entitlement to any patents granted pursuant to any of the Patent Applications or filed as aforesaid; and

- (f) the right to bring, make, oppose, defend and or appeal all 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 any of the Patent Applications or other filings filed as aforesaid, whether occurring before on or after the date of this agreement.

3. VAT

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

4. WARRANTIES

4.1 The Assignor warrants to the Assignee that:

- (a) it has full power and authority to enter into this agreement without the consent of any other person and has taken all required steps and measures to approve this agreement which, on its due execution by the Assignor will constitute its valid and binding obligations enforceable against it in accordance with its terms;
- (b) the terms of this agreement do not conflict with the terms of any other agreement or arrangement to which the Assignor is party directly or indirectly with any other person (including the Assignee);
- (c) it is the sole legal and beneficial owner of the Patent Applications and it is properly registered as the applicant in respect thereof;
- (d) all application fees in respect of each of the Patent Applications have been duly paid;
- (e) it has not assigned or licensed or purported to assign or licence any of the rights under the Patent Applications to any person or to any degree;
- (f) each of the Patent Applications is free from any security interest, option, mortgage, charge or lien;
- (g) it is unaware (having made all due and careful enquiry) of any infringement or likely infringement of, or any challenge or likely challenge to the validity of, any of the Patent Applications or of anything that might render any of them invalid or subject to a compulsory licence order or which may prevent any of them proceeding to grant, notwithstanding the PCT/US16/36194 International Search Report received from Robert Gunderman by email on 4th October 2016;

- (h) so far as it is aware (having made all due and careful enquiry) exploitation of the patents which may be granted under the patent Applications will not infringe the rights of any third party; and
- (i) save for the Patent Applications, the Assignee has no other right or interest in or to and is not developing or assisting with the development of or facilitating in any way the development of any other invention in relation to agriculture, horticulture, forestry, pre-harvest, post-harvest, seeds, bulbs, cut flowers, plant pathology, disease, protection and agro-chemicals, directly or indirectly.

4.2 The Inventor warrants to the Assignee that:

- (a) each of the Assignor's warranties set out in clause 4.1 are true and accurate;
- (b) that he has full power and authority to enter into this agreement without the consent of any other person and has taken all required steps and measures to approve this agreement which, on its due execution by the Inventor will constitute his valid and binding obligations enforceable against him in accordance with its terms;
- (c) the terms of this agreement do not conflict with the terms of any other agreement or arrangement to which the Inventor is party directly or indirectly with any other person (including the Assignee);
- (d) he has transferred to the Assignor all his rights, title and interest in the Patent Applications with effect from 22nd May 2016 by assignment dated 17th May 2016 a copy of which he has provided to the Assignee; and
- (e) he has no other right or interest in or to and is not developing or assisting with the development of or facilitating in any way the development of any other invention in relation to agriculture, horticulture, forestry, pre-harvest, post-harvest, seeds, bulbs, cut flowers, plant pathology, disease, protection and agro-chemicals directly or indirectly.

5. INDEMNITY

5.1 Each of the Assignor and the Inventor shall indemnify the Assignee against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with:

- (a) any breach of their respective warranties in clause 4 above; or
- (b) the enforcement of this agreement.

5.2 Without prejudice to the foregoing, at the request of the Assignee and at their own expense, each of the Assignor and the Inventor shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought

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against the Assignee as a consequence of any such breach as envisaged by clause 5.1 above.

6. FURTHER ASSURANCE

6.1 At their own expense each of the Assignor and the Inventor shall and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may be required for the purpose of giving full effect to this agreement including without limitation to the generality hereof;

- (a) to enable the Assignee to become registered in the register of Patents at the USPTO as the proprietor of the Patent Applications and any patents to issue therefrom;
- (b) at no further cost to the Assignee, to provide the Assignee with such technical information concerning the Patent Applications and the inventions disclosed thereby or relevant thereto as the Assignee may reasonably require and in the meantime shall not directly or indirectly sell or otherwise transfer or disclose the same to any other person or use the same in any way which could detract from the value thereof to the Assignee as envisaged hereby;
- (c) at no further cost to the Assignee, to supply the Assignee with all documents relevant to the Patent Applications and the inventions disclosed thereby as the Assignee may reasonably require and to permit the Assignee to use such information, documents and drawings in such manner as the Assignee sees fit without any limitation or restriction (including but not limited to granting third parties the right to use the same) and in the meantime shall not directly or indirectly sell or otherwise transfer or disclose the same to any other person or use the same in any way which could detract from the value thereof to the Assignee as envisaged hereby.

6.2 Without prejudice to clause 6.1 or any other provision hereof, if any improvement to the inventions disclosed in the Patent Applications ("Improvement") is discovered by the Assignor or Inventor on or after the date of this document, each shall respectively:

- (a) disclose to the Assignee full details of the Improvement;
- (b) grant to the Assignee a non-exclusive royalty-free licence to make use of it;
- (c) not to publish the Improvement or any details thereof;
- (d) not do any act which may cause any patent or patents or part of such patent or patents relating to the Improvement to be held invalid or otherwise revoked; and

- (e) not to omit to do any act which may cause any patent or patents or part of such patent or patents relating to the improvement to be held invalid or otherwise revoked.
- 6.3 Until the Patent Applications are either approved or permanently disallowed by the USPTO or the Patent Offices of any other countries or regions, or withdrawn by the Assignee, at the reasonable direction and sole expense of the Assignee, each of the Assignor and the Inventor shall:
- (a) provide all such assistance as is required of them by the Assignee to enable the Assignee to apply for (and each shall endeavour to assist the obtaining of) other patents derived from the Patent Applications or other similar protection for any improvement in any part of the world; and
 - (b) do all that is necessary to vest such protection in the Assignee absolutely.
- 6.4 Each of the Assignor and the Inventor appoints the Assignee to be its/his attorney in its/his name and on its/his behalf to execute documents, use its/his name and do all things which are necessary or desirable for the Assignee to obtain for itself the full benefit of this agreement.
- 6.5 The powers of attorney granted by clause 6.4 above are irrevocable and given by way of security to secure the performance of the Assignor's and the Inventor's respective obligations under this agreement and the proprietary interest of the Assignee in the Patent Applications and so long as such obligations remain undischarged or the Assignee has such interest, neither such power may not be revoked by the Assignor or the Inventor as appropriate, save with the consent of the Assignee.
- 6.6 Without prejudice to clause 6.4, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor and or the Inventor as appropriate:
- (a) take any action that this agreement requires the Assignor and or the Inventor to take;
 - (b) exercise any rights which this agreement gives to the Assignee; and
 - (c) appoint one or more persons to act as substitute attorney(s) for the Assignor and or the Inventor and to exercise such of the powers conferred by each such power of attorney as the Assignee thinks fit and revoke such appointment.
- 6.7 Each of the Assignor and the Inventor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

7. **PREVIOUS PATENT ASSIGNMENT**

- 7.1 By an Assignment deed dated 30th April 2015 between the parties ("the Previous Assignment 2") the Assignee acquired from the Assignor United States Patent Application Number 62007395, the title of which is "Anti-Microbial compositions, preparations, methods and uses" and the invention(s) claimed therein.
- 7.2 By an assignment deed dated 18 March 2016 between the parties ("the Previous Assignment 1") the Assignee acquired from the Assignor United States Patent Application Number 14106676, the title of which is "Acid-Solubilized Copper-Ammonium Complexes and Copper-Zinc-Ammonium Complexes, Compositions, Preparations, Methods, and Uses," and the invention(s) claimed therein; and International Patent Application Number PCT/US2014/069908, the title of which is "Acid-Solubilized Copper-Ammonium Complexes and Copper-Zinc-Ammonium Complexes, Compositions, Preparations, Methods, and Uses," and the invention(s) claimed therein (together "the Previous Applications").
- 7.3 Pursuant to the Previous Assignment 1, United States Patent Application number 14106676 and PCT/US2014/069908 to the Assignee pursuant to the Previous Assignment, the Assignee owes the Assignor the sum of £115,000 ("the Outstanding Arrears") which is being withheld as a result of breaches of the Previous Assignment by the Assignor and the Inventor as alleged by the Assignee.
- 7.4 Notwithstanding the terms of clause 7.3 above, the Assignee hereby agrees that, in the event that it has not paid the Outstanding Arrears on or before 19th December 2016, the Assignor shall have the right, exercisable on or before 31 December 2016, to re-acquire the Previous Applications (including all patents which have or may have been granted pursuant thereto), for an aggregate consideration of £166,193.15 (plus VAT if applicable). In the event of any such re-acquisition of the Previous Applications in accordance with this clause 7.4, both the Assignor and the Assignee will waive any claim they may have against the other in respect of, in the case of the Assignor, the Assignee's non-payment of the Outstanding Arrears and, in the case of the Assignee, the alleged breaches to the Previous Assignment 2 by the Assignor and the Inventor.

8. **WAIVER**

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.

9. **VARIATION**

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

10. SEVERANCE

- 10.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 10.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11. COUNTERPARTS

- 11.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 11.2 Transmission of an executed counterpart of this agreement by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

12. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

13. NOTICES

- 13.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by fax to its main fax number or sent by email to the following email address:
 - (i) Assignor: Lakeside Holdings LLC. c/o tonyjohnhall@gmail.com
 - (ii) Inventor: tonyjohnhall@gmail.com
 - (iii) Assignee: registered office from time to time

- 13.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
 - (c) if sent by fax or email, at 9.00 am on the next Business Day after transmission.
- 13.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. GOVERNING LAW

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.

15. JURISDICTION

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. The Assignor irrevocably appoints the Inventor as its agent to receive on its behalf in England or Wales service of any proceedings hereunder. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Assignor) and shall be valid until such time as the Assignee has received prior written notice that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Assignor shall forthwith appoint a substitute acceptable to the Assignee and deliver to the Assignee the new agent's name and address and fax number within England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Handwritten initials and a signature.

Schedule 1 Patent Applications

Application no	Date filed	Title
Docket No. : LKS317, Patent Application No.: 62/172,501	June 8, 2015	Antimicrobial and Agrochemical Compositions
Docket No.: LKS337, PCT/US16/3619 4	June 7, 2016	Antimicrobial and Agrochemical Compositions

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EXECUTED as a DEED by
LAKESIDE HOLDINGS LLC
acting by
Director
in the presence of:

Tony John Hall

Witness signature: J. Blen

Witness name: Sam Brown

Witness address: 10 St Thomas Road

Witness occupation: Barman

EXECUTED as a DEED by
TONY JOHN HALL
in the presence of:

Tony John Hall

Witness signature: J. Blen

Witness name: Sam Brown

Witness address: 10 St Thomas Road

Witness occupation: Barman

EXECUTED as a DEED by
MYCO SCIENCES LIMITED
acting by
Director
in the presence of:

C.P.L. High

Witness signature: J. Blen

Witness name: Sam Brown

Witness address: 10 St Thomas Road

Witness occupation: Barman