

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5392665

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SIMBA HPC LIMITED	01/31/2019
RECEIVING PARTY DATA		
Name:	CAMBRIDGE TOUCH TECHNOLOGIES LTD	
Street Address:	PLATINUM BUILDING ST JOHN'S INNOVATION PARK COWLEY ROAD	
Internal Address:	2ND FLOOR	
City:	CAMBRIDGE	
State/Country:	GREAT BRITAIN	
Postal Code:	CB4 0DS	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15596156
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	brivers@riversiplaw.com	
Correspondent Name:	BRIAN T. RIVERS	
Address Line 1:	216 RIO GRANDE DRIVE	
Address Line 4:	IRVING, TEXAS 75039	
ATTORNEY DOCKET NUMBER:	2506_007_CIP	
NAME OF SUBMITTER:	BRIAN T. RIVERS	
SIGNATURE:	/Brian T. Rivers/	
DATE SIGNED:	02/26/2019	
Total Attachments: 9		
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DATED

January 31st 2014

DEED OF ASSIGNMENT OF PATENTS, PATENT APPLICATIONS AND RELATED RIGHTS

between

Simba HPC Limited

and

Cambridge Touch Technologies Ltd

This Deed is made on January 31st 2019

Parties

- (1) Simba HPC Limited incorporated and registered in England and Wales with company number 6400301 whose registered office is at St John's Innovation Centre, St John's Innovation Park, Cowley Road, Cambridge, CB4 0WS (Assignor)
- (2) Cambridge Touch Technologies Ltd incorporated and registered in England and Wales with company number 08226094 whose registered office is at 2nd Floor, Platinum Building St John's Innovation Park, Cowley Road, Cambridge, England, CB4 0DS (Assignee)

BACKGROUND

- (A) Pursuant to the Consultancy Agreement dated September 6th 2013 and the Amendment Agreement dated June 30th 2014 between the Assignee (defined therein as 'Client') and the Assignor (defined therein as 'Consultancy'), the Assignor delivered consulting services to the Assignee, in the course of which Simon Banks, director and an employee of the Assignee, contributed to inventions now owned by the Assignee in accordance with the Consultancy Agreement.
- (B) The Consultancy agreed, pursuant clauses 5.01 and 5.02 of the Consultancy Agreement that certain materials prepared were to be owned by the Assignee, and that inventions, discoveries and improvements thereto would be assigned to the Assignee.
- (C) The Assignor may have rights in the Property and the Patents (both as defined below), which are to be owned wholly by the Assignee in accordance with the Consultancy Agreement.
- (D) Pursuant to clause 9.07 of the Consultancy Agreement, the parties are to do whatever necessary to carry out the terms of that agreement.
- (E) Pursuant to the Consultancy Agreement and in order to perfect the Assignee's title in and to the Property and the Patents the Assignor has agreed to assign its rights in the Property and the Patents (both as defined below) to the Assignee on the terms set out in this Deed of Assignment.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this Deed of Assignment.

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.

Consultancy Agreement: the consulting agreement dated 6th September 2013 between the Assignor and the Assignee.

Patents: the patents and patent applications short particulars of which are set out in ~~Schedule~~

Property: means (pursuant to clause 5.01 thereof) (i) documents, data, systems, drawings, specifications and other documents prepared by the Assignor in carrying out the Consultancy Agreement; and (pursuant to clause 5.02 thereof) (ii) inventions, discoveries and improvements conceived at any time during the term of the Consultancy Agreement.

2. Assignment

Pursuant to and for the consideration set out in the Main Agreement (the receipt and sufficiency of which the Assignor hereby acknowledges), The Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Property and the Patents, and in and to any and all inventions disclosed in the Patents, including without limitation:

- 2.1 In respect of any and each application in the Patents:
 - (a) the right to claim priority from and to prosecute and obtain grant of patent; and
 - (b) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- 2.2 In respect of each and any invention disclosed in the Patents, 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;
- 2.3 The right to extend to or register in, or in respect of, any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or 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 on any of such applications;
- 2.4 The absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
- 2.5 The right to bring, make, oppose, defend, appeal 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 Patents or any patents granted on any of the applications comprised in the Patents or filed as aforesaid, whether occurring before, on or after the date of this Deed of Assignment.

3. Further assurance

At the Assignee's expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Deed of Assignment.

4. Waiver

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

5. Entire agreement

5.1 This Deed of Assignment constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

5.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Deed of Assignment. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Deed of Assignment.

6. Variation

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

7. Severance

7.1 If any provision or part-provision of this Deed of Assignment is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

7.2 If any provision or part-provision of this agreement is deemed deleted under clause 7.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

8. Counterparts

- 8.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 8.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

9. Third party rights

This Deed of Assignment does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Deed of Assignment.

10. Notices

- 10.1 Any notice or other communication given to a party under or in connection with this Deed of Assignment 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 email to the address specified in clause 8.01 of the Consultancy Agreement.
- 10.2 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; and
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the UK, when business hours resume. In this clause 9.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the UK.
- 10.3 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.

11. Governing law

This Deed of 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 law of England and Wales.

12. 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 Deed of Assignment or its subject matter or formation.

This Deed of Assignment has been executed on the date stated at the beginning of it.

Schedule 1 Patents

Country	Publication no	Application no	Date filed	Date granted
United Kingdom	GB 2544353	GB1522813.3	23 Dec 2015	23 Jan 2018
United States	N/A	15/386,612	21 Dec 2016	N/A
United States	N/A	15/596,158	16 May 2017	N/A
International	N/A	PCT/GB2016/053857	8 Dec 2016	N/A
* Peoples Republic of China	N/A	201680075993.6	8 Dec 2016	N/A
* Europe	N/A	16812792.6	8 Dec 2016	N/A
* India	N/A	201817020781	8 Dec 2016	N/A
* Japan	N/A	2018-533076	8 Dec 2016	N/A
* Korea	N/A	10-2018-7017656	8 Dec 2016	N/A

* These patent applications are all national phases derived from International Patent Application PCT/GB2016/053857



Signed as a deed by **CAMBRIDGE TOUCH TECHNOLOGIES LTD** by a director:

Director Signature:

Print name:

In the presence of:

Witness' signature:

Print name:

Address:

Occupation:

Date:

Signed as a deed by **SIMBA HPC LIMITED**

Director Signature: SARAH

Print name: SIMON BANKS

In the presence of:

Witness' signature: R.T. Bullock

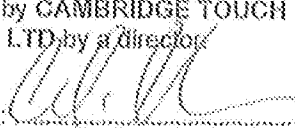
Print name: RICHARD BULLOCK

Address: 80 COLLIE ROAD, CB1 3RB

Occupation: CHARTERED ENGINEER

Date: 30 JAN 2019

Signed as a deed by CAMBRIDGE TOUCH
TECHNOLOGIES LTD by a director

Director Signature: 

Print name: COLIN ELLIOTT

In the presence of:

Witness' signature: 

Print name: PATRICK BREEN

Address: 18 Zhongfu Lu, Shanghai

Occupation: Managing Partner

Date: 2019/1/31

Signed as a deed by SIMBA HPC LIMITED

Director Signature:

Print name:

In the presence of:

Witness' signature:

Print name:

Address:

Occupation:

Date: