

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5410312

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PHZ GROUP LIMITED	01/31/2018
RECEIVING PARTY DATA		
Name:	TEESSIDE UNIVERSITY	
Street Address:	BOROUGH ROAD	
Internal Address:	MIDDLESBROUGH	
City:	TEES VALLEY	
State/Country:	UNITED KINGDOM	
Postal Code:	TS1 3B	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16097323
CORRESPONDENCE DATA		
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ATTORNEY DOCKET NUMBER:	415P012	
NAME OF SUBMITTER:	JOSEPH NOTO	
SIGNATURE:	/Joseph Noto/	
DATE SIGNED:	03/07/2019	
Total Attachments: 10		
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DATED

JANUARY 31st 2018

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

between

PHZ GROUP LTD

and

TEESSIDE UNIVERSITY

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This agreement is dated

January 31st

2018 

Parties

- (1) PHZ GROUP LTD incorporated and registered in England and Wales with company number 09148942 whose registered office is at Tower House Unit 24, Wilford Business Park, Ruddington Lane, Nottingham, NG11 7EP (**Assignor**); and
 - (2) TEESSIDE UNIVERSITY whose administrative offices are at Borough Road, Middlesbrough, Tees Valley, TS1 3B (**Assignee**),
- each a "party" and together the "parties".

BACKGROUND

- (A) The parties jointly own the intellectual property rights in the Patent (as defined below).
- (B) The Assignor agrees to wholly assign its interest in the Patent to the Assignee in accordance with the terms of this agreement.

Agreed terms

1. Interpretation

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

1.1 Definitions:

Assigned Rights: the Patents, Trade Marks and all the Intellectual Property Rights set out within Schedules 1 and 2.

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

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Patents: the patents and the applications short particulars of which are set out in Schedule 1.

Trade Marks: the registered trade marks and the applications and the unregistered trade marks short particulars of which are set out in Schedule 3.

VAT: value added tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form 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 Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 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 all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not 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, definition, phrase or term preceding those terms.

2. Assignment and consideration

- 2.1 In consideration of £1.00p (one pound sterling), the Assignor hereby assigns to the Assignee absolutely its respective right, title and interest in and to the Assigned Rights, including:
 - (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents and Trade Marks;
 - (b) all goodwill attaching to the Trade Marks and that part of the Assignor's business that relates to the goods or services in respect of which the Trade Marks are registered or used; and
 - (c) 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 Assigned Rights whether occurring before, on, or after the date of this agreement.

3. VAT

- 3.1 All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the 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.
- 3.2 If the VAT invoice is delivered after the relevant payment has been made, the Assignee shall pay the VAT due within five Business Days of the Assignor delivering a valid VAT invoice.
- 3.3 If the Assignee fails to comply with its obligation under this clause 3, it shall additionally pay all interest and penalties which thereby arise to the Assignor.

4. Further assurance

Each party 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 reasonably be required for the purpose of giving full effect to this agreement

5. 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 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.

6. Liability

The assignor exclude all liability to the Assignee, to the fullest extent permissible by law, that may arise in relation to the Assigned Rights after the date of this agreement, whether arising from negligence or otherwise.

7. Entire agreement

- 7.1 This agreement 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.

- 7.2 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 agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

8. Variation

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

9. Severance

- 9.1 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.

- 9.2 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.

10. Counterparts

- 10.1 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.
- 10.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

11. Third party rights

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

12. Notices

- 12.1 Any notice or other communication given to a party under or in connection with this contract 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.

12.2 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; and
- (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 fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

12.3 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.

13. 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.

14. 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.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Patents


Country or region	Application or publication number	Date of filing/regn	Description
GB	GB2016075954 (GB201607594 A0)	29/04/2016	Patient Stimulation Device
World	WO2017GB51217 (WO17187202 A1)	28/04/2017	Patient Stimulation Device

Schedule 2 Trade Marks


Part 1 Registered trade marks and applications

Country/ region	Mark	Application or registration number	Filing or regn date	Classes	Specification of goods or services

Part 2 Unregistered trade marks

Country or territory	Mark	Date of first use	Goods or services for which mark has been used
UK		1 st September 2016	SensTrain device for Healthcare

Singed by JASON ROBERT TIMMS
for and on behalf of PHX GROUP
LTD



Director

Signed by PROFESSOR SIMON
HODGSON for and on behalf of
TEESSIDE UNIVERSITY



Pro Vice-Chancellor (Research
and Innovation)