

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5445674

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TOBY E UNNA	03/27/2019
RECEIVING PARTY DATA		
Name:	ROLLS-ROYCE PLC	
Street Address:	62 BUCKINGHAM GATE	
City:	LONDON	
State/Country:	GREAT BRITAIN	
Postal Code:	SW1E 6AT	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15471407
CORRESPONDENCE DATA		
Fax Number:	(703)836-2787	
<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:	703-836-6400	
Email:	email@oliff.com	
Correspondent Name:	OLIFF PLC	
Address Line 1:	P.O. BOX 320850	
Address Line 4:	ALEXANDRIA, VIRGINIA 22320-4850	
ATTORNEY DOCKET NUMBER:	175791	
NAME OF SUBMITTER:	LAURA JOELL	
SIGNATURE:	/Laura Joell/	
DATE SIGNED:	03/28/2019	
Total Attachments: 5		
source=6494352_1#page1.tif		
source=6494352_1#page2.tif		
source=6494352_1#page3.tif		
source=6494352_1#page4.tif		
source=6494352_1#page5.tif		

**ASSIGNMENT TRANSMITTAL FOR
U.S. PATENT APPLICATION NO. 15/471,407**

ASSIGNOR:

Toby E. Unna

(Inventor of the above-reference application)

ASSIGNEE:

**ROLLS-ROYCE plc
62 Buckingham Gate,
London SW1E 6AT, Great Britain**

Proof of Assignment on the following pages.

PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of

Toby E UNNA

Application No.: 15/471,407

Filed: March 28, 2017

Docket No.: 175791

For: A RETAINING ELEMENT, ASSEMBLY, AND METHOD

DECLARATION IN LIEU OF ASSIGNMENT

I, **NICHOLAS JOHN ROBERTS**, a citizen of the United Kingdom, hereby declare and state:

1. I am a Patent Attorney duly licensed to practice law in Great Britain.
2. According to the law of Great Britain, any invention conceived and/or made by an employee of a company during the course of employment is automatically and by operation of law owned by the company. This provision is set forth in The UK Patents Act 1977 (as amended), Section 39(1), a copy of which is attached hereto.
3. On information and belief, I understand that Toby E UNNA was, at the time the invention of the above-identified application was made, an employee of Rolls-Royce plc.
4. Based on my understanding of the cited provision of the law of Great Britain, it is also my understanding that Rolls-Royce plc is the lawful owner of the invention described and claimed in the above-identified application, and that Toby E UNNA has no outstanding ownership rights to or in that invention.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and

the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code (i.e., any willful false statement made in this declaration is punishable under Section 1001 of Title 18 by fine or imprisonment of not more than five (5) years, or both) and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 27 March 2019



NICHOLAS JOHN ROBERTS



Intellectual
Property
Office

The Patents Act 1977 (as amended)

An unofficial consolidation produced by Patents Legal Section

1 October 2014

Intellectual Property Office is an operating name of the Patent Office

PATENT
REEL: 048726 FRAME: 0608

to work the invention, so far as it is the subject of the new application.

(4) Any such licence shall be granted for a reasonable period and on reasonable terms.

(5) The new proprietor or proprietors of the patent or, as the case may be, the new applicant or any person claiming that he is entitled to be granted any such licence may refer to the comptroller the question whether that person is so entitled and whether any such period is or terms are reasonable, and the comptroller shall determine the question and may, if he considers it appropriate, order the grant of such a licence.

Employees' inventions

Right to employees' inventions

39.-(1) Notwithstanding anything in any rule of law, an invention made by an employee shall, as between him and his employer, be taken to belong to his employer for the purposes of this Act and all other purposes if -

(a) it was made in the course of the normal duties of the employee or in the course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of his duties; or

(b) the invention was made in the course of the duties of the employee and, at the time of making the invention, because of the nature of his duties and the particular responsibilities arising from the nature of his duties he had a special obligation to further the interests of the employer's undertaking.

(2) Any other invention made by an employee shall, as between him and his employer, be taken for those purposes to belong to the employee.

(3) Where by virtue of this section an invention belongs, as between him and his employer, to an employee, nothing done -

(a) by or on behalf of the employee or any person claiming under him for the purposes of pursuing an application for a patent, or

(b) by any person for the purpose of performing or working the invention,

shall be taken to infringe any copyright or design right to which, as between him and his employer, his employer is entitled in any model or document relating to the invention.

Compensation of employees for certain inventions

40.-(1) Where it appears to the court or the comptroller on an application made by an employee within the prescribed period that -

(a) the employee has made an invention belonging to the employer for which a patent has been granted,

(b) having regard among other things to the size and nature of the employer's undertaking, the invention or the patent for it (or the combination of both) is of outstanding benefit to the employer, and

(c) by reason of those facts it is just that the employee should be awarded compensation to be paid by the employer,

the court or the comptroller may award him such compensation of an amount determined under section 41 below.

(2) Where it appears to the court or the comptroller on an application made by an employee within the prescribed period that -

(a) a patent has been granted for an invention made by and belonging to the employee;

(b) his rights in the invention, or in any patent or application for a patent for the invention, have since the appointed day been assigned to the employer or an exclusive licence under the patent or application has since the appointed day been granted to the employer;

(c) the benefit derived by the employee from the contract of assignment, assignation or grant or any ancillary contract ("the relevant contract") is inadequate in relation to the benefit derived by the employer from the invention or the patent for it (or both); and

(d) by reason of those facts it is just that the employee should be awarded compensation to be paid by the employer in addition to the benefit derived from the relevant contract;