

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5462617

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SILVIU TOMA	04/02/2019
BABAK BASTANI	06/20/2018
RECEIVING PARTY DATA	
Name:	CAMBRIDGE TOUCH TECHNOLOGIES LTD.
Street Address:	COWLEY ROAD
Internal Address:	2ND FLOOR, PLATINUM BUILDING ST JOHN'S INNOVATION PARK,
City:	CAMBRIDGE
State/Country:	UNITED KINGDOM
Postal Code:	CB4 0DS
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15964592
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_010_UTIL
NAME OF SUBMITTER:	BRIAN T. RIVERS
SIGNATURE:	/Brian T. Rivers/
DATE SIGNED:	04/08/2019
Total Attachments: 10	
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CONFIDENTIAL

THIS DEED is made on 20 June 2018

BETWEEN:

- (1) CAMBRIDGE TOUCH TECHNOLOGIES LTD, a registered company in England & Wales having Company Number 08226094 and having its registered address at 154 Cambridge Science Park, Milton Road, Cambridge, CB4 0GN, United Kingdom ('CTT'); and
- (2) BABAK BASTANI, of 3 Shepreth Lake, Dunsbridge Turnpike, Shepreth, Royston, SG8 6UP (the 'Employee').

RECITALS

- (A) The Employee has been employed by CTT since 14 November 2016.
- (B) In the course of his employment with CTT, the Employee contributed to inventions now owned by CTT.
- (C) The Employee and CTT now wish to confirm the past assignments of the Employee's rights in those inventions by way of this Deed, and to the extent that any rights, title and interests in any inventions to which the Employee contributed have not been previously been assigned to CTT, the Employee wishes to assign such rights, title and interests to CTT on the terms and conditions set out in this deed.

OPERATIVE TERMS

1 Interpretation

1.1 In this Deed, the following words shall have the following meanings:

"Business Day" means a day which is not a Saturday, Sunday or public holiday in England and Wales.

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, trade names, service marks and domain names, rights in get-up and trade dress, goodwill and the rights to sue for passing off or unfair competition, design rights, semi-conductor topography rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the 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 which have arisen in the course of the Employee's employment with CTT.

"Patents" means the patents for which application has been made as set out in Schedule 1, together with any patents granted in the United States, the UK or elsewhere pursuant to the applications or to any

applications which derive priority from such applications, including without limitation any continuations, continuations in part, extensions, reissues, divisions and supplementary protection certificates, and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights.

1.2 In this Deed (except where the context otherwise requires):

- (i) Any reference to a clause or schedule is to the relevant clause or schedule of or to this Deed.
- (ii) Headings are inserted only for convenience and shall not affect the construction or interpretation of this Deed; and
- (iii) Any reference to a "person" or "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

2 Intellectual Property Assignment

2.1 The Employee hereby confirms that all Intellectual Property Rights in the Patents have been assigned to CTT by virtue of the Employee's employment by CTT.

2.2 To the extent that any of the Employee's rights have not previously been assigned under the assignments set out in clause 2.1 above, the Employee hereby assigns to CTT absolutely, with full title guarantee, all his right title and interest in and to:

- (i) The Patents;
- (ii) The Intellectual Property Rights;
(collectively the 'Assigned Rights');
- (iii) Apply for, prosecute and obtain patent or similar protection for the Assigned Rights and to claim priority when filing further applications; and
- (iv) Take any actions and defend any proceedings as necessary and recover damages or otherwise in respect of any infringement of the Assigned Rights whether occurring before, on or after, the date of this Deed.

3 Notices

3.1 Any notice or other communication required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first class post, or recorded delivery, or commercial courier, or by fax or by email, to the party required to receive the notice or communication at its address as set out below:

(a) Babak Bastani:

3 Shepreth Lake,
Dunsbridge Turnpike,
Shepreth,
Royston, SG8 6UP, UK

bastanibabak@yahoo.com

(b) Cambridge Touch Technologies Ltd.

2nd Floor, Platinum Building St John's Innovation Park,
Cowley Road,
Cambridge, CB4 0DS,
United Kingdom
cchurch@camtouch3d.com

or as otherwise specified by either party by notice in writing to the other party.

3.2 Any notice or other communication shall be deemed to have been duly received:

- (a) If delivered personally, when left at the address and for the contact referred to in this clause, or
- (b) If sent by pre-paid first class post or recorded delivery, on the fourth Business Day after posting; or
- (c) If delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- (d) A notice or other communication required to be given under this Deed if sent by e-mail shall be deemed delivered as at the time stamp of the sender, and any notice of communication by fax shall be deemed delivered at the time stamped on the confirmation of receipt of the sender's fax machine. Both these communication methods shall be deemed effective on the day of sending if sent between the hours of 9 am and 5 pm GMT on a Business Day, where outside those hours delivery is deemed on the next Business Day at 9 am GMT.

4 General

- 4.1 This Deed constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior understandings and agreements, whether verbal or written.
- 4.2 A provision of this Deed or any right created under it cannot be waived or varied except in writing signed by the parties.
- 4.3 The Employee shall at the request and expense of CTT, use all reasonable endeavours to do or procure to be done all further acts and things and execute or procure the execution of all other documents as CTT may from time to time reasonably require for the purposes of giving CTT the full benefit of the assets, rights and benefits transferred to CTT under this Deed.
- 4.4 Nothing in this Deed is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 4.5 Neither party may assign this Deed without the consent of the other, save that CTT may assign this Deed without the consent of the Employee, to an affiliated company or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its business, stock or assets. In such circumstances, this Deed shall bind and inure to the benefit of CTT's successors and permitted assigns.
- 4.6 This Deed shall be governed by and construed in accordance with the laws of England & Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter.

- 4.7 The Employee hereby irrevocably appoints CTT as his Attorney in his name and on his behalf to execute and do any instrument or thing as may be required by CTT to enable CTT to enjoy the full benefit of the rights confirmed and assigned by this Deed and in favour of any third party a certificate in writing signed by a Director or the Secretary of CTT that any instrument or act falls within such authority shall be conclusive evidence that such is the case.

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: 24 OSIER WAY,
CB23 6GB.

Occupation: OFFICE ASSISTANT

Date: 20/6/18

Signed as a deed by Babak Bastani.

Signature:

Print name:

In the presence of:

Witness' signature:

Print name:

Address: 24 OSIER WAY, CB23 6GB.

Occupation: OFFICE ASSISTANT

Date: 20/6/18

Schedule 1- Patents

Patent applications:

1. UK Patent Application GB 1706710.9 filed on 27 April 2017;
2. International Patent Application PCT/GB2018/051119 filed on 27 April 2018;
3. United States Patent Application US 15/964,592 filed on 27 April 2018;
4. UK Patent Application GB 1801099.1 filed on 23 January 2018;
5. UK Patent Application GB 1709757.7 filed on 19 June 2017;
6. International Patent Application PCT/GB2018/051593 filed on 12 June 2018;
7. UK Patent Application GB 1712720.0 filed on 8 August 2017;
8. UK Patent Application GB 1809320.3 filed on 6 June 2018;
9. UK Patent Application GB 1809318.7 filed on 6 June 2018.

THIS DEED is made on 02/04/2019

BETWEEN:

- (1) CAMBRIDGE TOUCH TECHNOLOGIES LTD, a registered company in England & Wales having Company Number 08226094 and having its registered address at 2nd Floor, Platinum Building St John's Innovation Park, Cowley Road, Cambridge, England, CB4 0DS ('CTT'); and
- (2) Silviu Toma, a citizen of Romania, with his primary address at Apartment 15, Flat 119, Doctor Victor Gomoiu Street, Postcode 200685, Craiova, Romania (the 'Consultant').

RECITALS

- (A) The Consultant has provided independent consulting services to CTT from August 1st 2016 through October 3rd 2016, in the course of which he may have contributed to inventions now owned by CTT.
- (B) The Consultant has previously assigned his rights in any such inventions to CTT:
 - (a) Pursuant to a Consultancy Agreement dated July 20th 2016;
 - (b) Pursuant to an Intellectual Property (IP) Assignment Agreement dated July 23rd 2016; and
 - (c) Pursuant to a Deed dated January 11th 2017.
- (C) The Consultant and CTT now wish to confirm the past assignments of the Consultant's rights by way of this Deed.

OPERATIVE TERMS

1 Interpretation

1.1 In this Deed, the following words shall have the following meanings:

"Business Day" means a day which is not a Saturday, Sunday or public holiday in England and Wales.

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, trade names, service marks and domain names, rights in get-up and trade dress, goodwill and the rights to sue for passing off or unfair competition, design rights, semi-conductor topography rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the 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 which have arisen as a result of the Consultant's services to CTT.

"Patents" means the patents for which application has been made as set out in Schedule 1, together with any patents granted in the United

States, the UK or elsewhere pursuant to the applications or to any applications which derive priority from such applications, including without limitation any continuations, continuations in part, extensions, reissues, divisions and supplementary protection certificates, and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights.

- 1.2 In this Deed (except where the context otherwise requires):
- (i) Any reference to a clause is to the relevant clause to this Deed.
 - (ii) Headings are inserted only for convenience and shall not affect the construction or interpretation of this Deed; and
 - (iii) Any reference to a "person" or "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

2 Intellectual Property Assignment

- 2.1 The Consultant hereby confirms his previous assignment of his rights to CTT:
- (i) Pursuant to the Consultancy Agreement dated July 20th 2016;
 - (ii) Pursuant to an Intellectual Property (IP) Assignment Agreement dated July 23rd 2016; and
 - (iii) Pursuant to a Deed dated January 11th 2017.
- 2.2 To the extent that any of the Consultant's rights have not previously been assigned under the agreements set out in clause 2.1 above, the Consultant hereby assigns to CTT absolutely, with full title guarantee, all his right title and interest in and to:
- (i) The Patents;
 - (ii) The Intellectual Property Rights;
(collectively the 'Assigned Rights')
 - (iii) Apply for, prosecute and obtain patent or similar protection for the Assigned Rights and to claim priority when filing further applications; and
 - (iv) Take any actions and defend any proceedings as necessary and recover damages or otherwise in respect of any infringement of the Assigned Rights whether occurring before, on or after, the date of this Deed.
- 2.3 Any notice or other communication required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first class post, or recorded delivery, or commercial courier, or by fax or by email, to the party required to receive the notice or communication at its address as set out below:

(a) Silviu Toma:

Apartment 15, Flat 119,
Doctor Victor Gomoiu
Street,
Postcode 200685,
Craiova,
Romania.

(b) Cambridge Touch Technologies
Ltd.:

189 Huntingdon Rd,
Cambridge,
CB3 0DL,
United Kingdom.

cchurch@camtouch3d.com

or as otherwise specified by either party by notice in writing to the other party.

2.4 Any notice or other communication shall be deemed to have been duly received:

- (a) If delivered personally, when left at the address and for the contact referred to in this clause; or
- (b) If sent by pre-paid first class post or recorded delivery, on the fourth Business Day after posting; or
- (c) If delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- (d) A notice or other communication required to be given under this Deed if sent by e-mail shall be deemed delivered as at the time stamp of the sender, and any notice of communication by fax shall be deemed delivered at the time stamped on the confirmation of receipt of the sender's fax machine. Both these communication methods shall be deemed effective on the day of sending if sent between the hours of 9 am and 5 pm GMT on a Business Day, where outside those hours delivery is deemed on the next Business Day at 9 am GMT.

3 General

- 3.1 This Deed constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior understandings and agreements, whether verbal or written.
- 3.2 A provision of this Deed or any right created under it cannot be waived or varied except in writing signed by the parties.
- 3.3 The Consultant shall at the request and expense of CTT, use all reasonable endeavours to do or procure to be done all further acts and things and execute or procure the execution of all other documents as CTT may from time to time reasonably require for the purposes of giving CTT the full benefit of the assets, rights and benefits transferred to CTT under this Deed.
- 3.4 Nothing in this Deed is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 3.5 Neither party may assign this Deed without the consent of the other, save that CTT may assign this Deed without the consent of the Consultant, to an affiliated company or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its business, stock or assets. In such circumstances, this Deed shall bind and inure to the benefit of CTT's successors and permitted assigns.

- 3.6 This Deed shall be governed by and construed in accordance with the laws of England & Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter.

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

Director Signature:

Print name: CAROLIN CHURET

In the presence of:

Witness' signature:

Print name: ARON NATHAN

Address: 68 Oxford Rd, Cambridge

Occupation: Chief Technical officer

Date: Apr 4, 2019

Signed as a deed by **Silviu Toma**

Signature:

Print name: SILVIU TOMA

In the presence of:

Witness' signature:

Print name: Ioana Eliabeta Militaru

Address: 53 George Nathan Close, CB4 1YE

Occupation: Postgraduate Student

Date: 02/04/2019

SCHEDULE 1 – PATENTS

Patent applications:

1. UK Patent Application GB 1706710.9 filed on 27 April 2017;
2. International Patent Application PCT/GB2018/051119 filed on 27 April 2018;
3. United States Patent Application US 15/954,592 filed on 27 April 2018.