

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5464914

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CLARKSONS PLATOU (OFFSHORE) LIMITED	12/16/2016
RECEIVING PARTY DATA	
Name:	CLARKSON CLOUD LIMITED
Street Address:	COMMODITY QUAY
Internal Address:	ST. KATHARINE DOCKS
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	E1W 1BF
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15496698
CORRESPONDENCE DATA	
Fax Number:	(404)365-9532
<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:	4042337700
Email:	mmccaskill@mmlaw.com
Correspondent Name:	MONTRELL MCCASKILL
Address Line 1:	3343 PEACHTREE ROAD NE
Address Line 2:	1600 ATLANTA FINANCIAL CENTER
Address Line 4:	ATLANTA, GEORGIA 30326
ATTORNEY DOCKET NUMBER:	32771-115677 DES/MDM
NAME OF SUBMITTER:	MONTRELL MCCASKILL
SIGNATURE:	/Montrell McCaskill/
DATE SIGNED:	04/09/2019
Total Attachments: 6	
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INTRA-GROUP ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS CONTRACT is dated 16 DECEMBER 2016

PARTIES

- (1) **CLARKSONS PLATOU (OFFSHORE) LIMITED** incorporated and registered in England and Wales with company number 01111337 whose registered office is at Commodity Quay, St Katharine Docks, London, United Kingdom, E1W 1BF (the Assignor); and
- (2) **CLARKSON CLOUD LIMITED** incorporated and registered in England and Wales with company number 09954542 whose registered office is at Commodity Quay, St Katharine Docks, London, United Kingdom, E1W 1BF (Assignee).

BACKGROUND

- (A) The Assignor was at all material times the employer of the Employee (as defined below), who contributed to the development of the Invention and developed the Materials (as defined below).
- (B) As the employer of the Employee, the Assignor owns the intellectual property rights generated by the Employee in the Invention and Materials (as defined below).
- (C) The Assignor and Assignee are members of the same corporate group.
- (D) The Assignor has agreed to assign to the Assignee all the intellectual property rights it owns in the Invention and Materials on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Assigned Rights: all the Intellectual Property Rights owned by the Assignor embodied in the Invention and the Materials.

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

Employee: Paul Love.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

Invention: the Clarksons Emergency Response Portal ("CERP") invention, idea, discovery, development, improvement or innovation embodied in the Patent Applications;

Materials: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Assignor in connection with the Invention.

Patent Applications: the UK and US patent applications relating to the Invention, with the title 'Apparatus for Monitoring Emergency Vessel Response Position' and given application number GB 1607250.6 in the UK Intellectual Property Office and application number US 62/328,677 in the US Patent and Trade Mark Office.

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

VATA 1994: the Value Added Tax Act 1994.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 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.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 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 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to writing or written includes faxes and email.

- 1.12 Where any statement is qualified by the expression so far as a party is aware or to a party's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.13 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.
- 1.14 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.15 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.16 A reference to this agreement or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

2. ASSIGNMENT

In consideration of the sum of £1 (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 Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to the Patent Applications;
- (b) the absolute right to claim priority in subsequent patent applications relating to the Assigned Rights or Patent Applications; and
- (c) the right to bring, make, oppose, defend or 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 The Assignee and the Assignor acknowledge that section 43(1) of VATA 1994 will apply to the transfer of the Assigned Rights pursuant to this agreement.
- 3.2 If, despite clause 3.1, VAT is chargeable in connection with the transfer of the Assigned Rights under this agreement, the Assignee shall pay the Assignor the amount of that VAT immediately on receipt of the relevant VAT invoice together with a copy of confirmation from HM Revenue & Customs that VAT is payable.

4. FURTHER ASSURANCE

At its own cost, 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 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. **ENTIRE AGREEMENT**

6.1 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.

6.2 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.

7. **VARIATION**

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

8. **SEVERANCE**

8.1 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.

8.2 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.

9. **COUNTERPARTS**

9.1 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.

9.2 No counterpart shall be effective until each party has executed at least one counterpart.

10. **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.

11. NOTICES

11.1 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.

11.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (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, at 9.00 am on the next Business Day after transmission.

11.3 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.

11.4 A notice given under this agreement is not valid if sent by email.

12. 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.

13. 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.

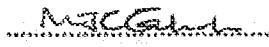


This contract has been entered into on the date stated at the beginning of it.

Signed by ANDREW MILLER 

for and on behalf of
**CLARKSON PLATOU
(OFFSHORE) LIMITED**

Director

Signed by MICHAEL 

for and on behalf of
CLARKSON CLOUD LIMITED

Director