

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5554004

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RECKITT & COLMAN (OVERSEAS) LIMITED	12/31/2018
RECEIVING PARTY DATA		
Name:	RECKITT & COLMAN (OVERSEAS) HYGIENE HOME LIMITED	
Street Address:	103-105 BATH ROAD	
Internal Address:	BERKSHIRE	
City:	SLOUGH	
State/Country:	UNITED KINGDOM	
Postal Code:	SL1 3UH	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	9498094
	Patent Number:	9687139
	Application Number:	15633060
CORRESPONDENCE DATA		
Fax Number:	(404)885-3900	
<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:	404-885-3000	
Email:	wendy.higgins@troutman.com	
Correspondent Name:	TROUTMAN SANDERS LLP	
Address Line 1:	600 PEACHTREE ST., NE, SUITE 3000	
Address Line 4:	ATLANTA, GEORGIA 30308	
ATTORNEY DOCKET NUMBER:	236340.000001	
NAME OF SUBMITTER:	CHRIS N. DAVIS, PH.D.	
SIGNATURE:	/Chris N. Davis, Reg. #61926/	
DATE SIGNED:	06/04/2019	
Total Attachments: 7		
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Dated 31 December 2018

RECKITT & COLMAN (OVERSEAS) LIMITED
and
RECKITT & COLMAN (OVERSEAS) HYGIENE HOME LIMITED

PATENT ASSIGNMENT

Patent Assignment

This Agreement is made on 31 December 2018 between:

- (1) RECKITT & COLMAN (OVERSEAS) LIMITED**, a company incorporated under the laws of England and Wales with registered company number 00593047 and whose registered office is at 103-105 Bath Road, Slough, Berkshire, SL1 3UH (the "Assignor"); and
- (2) RECKITT & COLMAN (OVERSEAS) HYGIENE HOME LIMITED**, a company incorporated under the laws of England and Wales with registered company number 11636336 and whose registered office is at 103-105 Bath Road, Slough, Berkshire, SL1 3UH (the "Assignee").

Whereas:

- (A)** the Assignor has agreed to assign all of its right, title and interest in and to the Patents to the Assignee on the terms of this Agreement.

It is agreed as follows.

1 Definitions and interpretation

1.1 Definitions

In this Agreement, the following capitalised term shall have the meaning set out below:

"**Patents**" means the patents and applications for patents set out in the Schedule to this Agreement.

1.2 Interpretation

In this Agreement, unless otherwise specified:

- 1.2.1** references to this Agreement shall include any Recitals and the Schedule to it and references to Recitals, Clauses and Schedule are to clauses of, and recitals and the schedule to, this Agreement;
- 1.2.2** references to a statute or statutory provision include that statute or provision as modified, re-enacted or consolidated from time to time;
- 1.2.3** a reference to any English legal term shall, for any jurisdiction other than England, be construed as a reference to the term or concept which most nearly corresponds to it in that jurisdiction;
- 1.2.4** headings shall be ignored in interpreting this Agreement; and
- 1.2.5** the words "including", "include", "in particular", and words of similar effect shall not be deemed to limit the general effect of the words that precede them.

2 Assignment

- 2.1** In consideration of the sum of £1, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns to the Assignee, with effect from 17:00 London time on 31 December 2018, all of its right, title and interest in and to the Patents, including:

- 2.1.1 in respect of each patent application comprised within the Patents, the right to prosecute to grant and obtain any patent or similar protection deriving from, any such application;
- 2.1.2 in respect of any invention disclosed in the Patents, the right to make patent applications, including divisionals, and claim priority from, prosecute to grant and obtain patent or similar protection deriving from, any such invention, anywhere in the world
- 2.1.3 in any patent or patent application derived (whether directly or indirectly) from any patent application from which any Patent was derived (whether directly or indirectly);
- 2.1.4 in all patents and other intellectual property rights that derive priority from, or are based on, the Patents, or any patent deriving from any patent application comprised within the Patents, including any term extensions, divisionals, continuations, continuations-in-part, reissues and extensions; and
- 2.1.5 all rights of action arising or accrued relating to the Patents and any patents deriving from any patent application comprised within the Patents, including the right to take and/or defend proceedings for infringement and/or other causes of action arising from ownership thereof, and the right to seek, recover and retain damages and/or an account of profits and all other remedies for all past, current and/or future infringements thereof.

3 Further Assurance

At the request and cost of the Assignee, the Assignor shall execute such documents and do such acts and things as the Assignee may reasonably require for the purpose of giving the Assignee the full benefit of this Agreement.

4 Invalidity

- 4.1 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.
- 4.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 4.1, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under Clause 4.1, not be affected.

5 Third party rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, this Agreement.

6 Whole Agreement

This Agreement contains the whole agreement between the Assignor and the Assignee relating to the subject matter of this Agreement at the date of this Agreement, to the

exclusion of any terms implied by law which may be excluded by contract, and supersedes any previous written or oral agreement between the Assignor and the Assignee in relation to the matters dealt with in this Agreement. The Assignee agrees and acknowledges that, in entering into this Agreement, it is not relying on any representation, warranty or undertaking not expressly incorporated into it. Nothing in this Clause 6 excludes or limits any liability for fraud.

7 Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Assignor and the Assignee may enter into this Agreement by executing any such counterpart.

8 Governing Law and jurisdiction

- 8.1** This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 8.2** Each party irrevocably agrees that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any proceedings arising out of or in connection with this Agreement shall be brought in such courts. Each party irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

In witness whereof this Agreement has been entered into on the date stated at the beginning.

SIGNED by _____
on behalf of
**RECKITT & COLMAN
(OVERSEAS) LIMITED:**

} 

Name: Richard Greensmith
Position: Director
Authorised signatory of Assignor

SIGNED by _____
on behalf of
**RECKITT & COLMAN
(OVERSEAS) HYGIENE HOME
LIMITED:**

} 

Name: Charles David Everitt
Position: Director
Authorised signatory of Assignee

**Schedule
Patents**

[See attached]

12687P1-US-PCT-W	United States Of America	Granted	22 Feb 2013	14/379713	22 Jan 2015	US2015/0021225	22 Nov 2016	9498094
12698P1-US-PCT-D	United States Of America	Pending	26 Jun 2017	15/633060	26 Oct 2017	US2017/0303765		
12698P1-US-PCT-W	United States Of America	Granted	22 Nov 2012	14/356397	25 Sep 2014	US2014/0283561	27 Jun 2017	9687139