

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT5562630

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ELEMENT SIX LIMITED	01/09/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ELEMENT SIX LIMITED	
<b>Street Address:</b>	ISLE OF MAN FREEPORT, P O BOX 6,	
<b>City:</b>	BALLASALLA	
<b>State/Country:</b>	ISLE OF MAN	
<b>Postal Code:</b>	IM99 6AQ	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16464351
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	44 1235 441145	
<b>Email:</b>	groupip@e6.com	
<b>Correspondent Name:</b>	ELEMENT SIX GROUP INTELLECTUAL PROPERTY	
<b>Address Line 1:</b>	G.I.C., FERMI AVENUE, HARWELL CAMPUS,	
<b>Address Line 4:</b>	DIDCOT, UNITED KINGDOM OX11 0QR	
<b>ATTORNEY DOCKET NUMBER:</b>	PF1370-USW-0	
<b>NAME OF SUBMITTER:</b>	DEBORAH BRADLEY	
<b>SIGNATURE:</b>	/D.BRADLEY/	
<b>DATE SIGNED:</b>	06/10/2019	
<b>Total Attachments: 2</b>		
source=PF1370 19-06-07 Assignment from Element Six Limited GBTEC to Element Six Limited IoM#page1.tif		
source=PF1370 19-06-07 Assignment from Element Six Limited GBTEC to Element Six Limited IoM#page2.tif		

## ASSIGNMENT

### PARTIES:

- (1) **ELEMENT SIX LIMITED** (registered in England under company no. 2946905) of Global Innovation Centre, Fermi Avenue, Harwell Oxford, Didcot, Oxfordshire, OX11 0QR, UK (the "ASSIGNOR"); and
- (2) **ELEMENT SIX LIMITED** (registered in the Isle of Man under company no. 32530) of Isle of Man Freeport, PO Box 6, Ballasalla, Isle of Man IM99 6AQ (the "ASSIGNEE");

each a "PARTY" and together the "PARTIES".

### DEFINITIONS:

For the purposes of this Assignment:

"APPLICATION" shall mean, collectively and severally, the patent applications listed in the Schedule to this Assignment;

"INVENTION" shall mean, collectively and severally, the invention(s) to which the APPLICATION relates.

### WHEREAS:

- A. By virtue of a Research and Development Agreement dated 1<sup>st</sup> July 2003 between the PARTIES (the "AGREEMENT") and a letter dated 14 June 2013 signed by the PARTIES which extended the term of the AGREEMENT, the INVENTION was, as between the ASSIGNOR and the ASSIGNEE, during the period from the date of invention to 31 December 2013 the property of the ASSIGNEE, and the ASSIGNEE was accordingly during that period entitled to all the ASSIGNOR's rights in the INVENTION and the APPLICATION and all other intellectual property rights relating thereto, and the ASSIGNEE was fully entitled to file the APPLICATION in the ASSIGNEE's name.
- B. By virtue of an Agreement dated 31 December 2013, the ASSIGNEE assigned certain registered intellectual property rights and unregistered intellectual property rights to a third party, Element Six Technologies Limited, including the INVENTION and the APPLICATION.
- C. The PARTIES have agreed to execute this Assignment for the purpose of ensuring that all legal rights in the INVENTION and the APPLICATION and all other intellectual property rights relating thereto were vested in the ASSIGNEE during the period from the date of invention to 31 December 2013, and to confirm that the ASSIGNEE had good title to the INVENTION and the APPLICATION at the time of making the subsequent assignment to Element Six Technologies Limited.

### IT IS AGREED THAT:

In consideration of the sum of US \$1 (one US dollar) paid by the ASSIGNEE to the ASSIGNOR, the receipt of which is hereby acknowledged:

1. The ASSIGNOR confirms the assignment to the ASSIGNEE, effective as of the date of the invention (the "EFFECTIVE DATE") and the ASSIGNEE confirms its acceptance, from the EFFECTIVE DATE, of all the ASSIGNOR's property right title and interest in and to the INVENTION and the APPLICATION for all relevant states including without limitation:
  - (a) the right to apply for and obtain patents in respect of the INVENTION in any country in the world;
  - (b) all right title and interest in and to the APPLICATION and all patent applications, patents and supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the same or otherwise relate to the INVENTION, including without limitation any divisionals, continuations, continuations-in-part, reissues, re-examination certificates, post-grant reviews, inter partes reviews, supplemental examinations, extensions, renewals and registrations in relation to any thereof and all and any other rights in the inventions comprised in any of the same (hereinafter collectively and severally "the PATENT RIGHTS");


- (c) the benefit of all priority dates;
  - (d) the right to seek and obtain registrations in any country in the world in respect of any patent deriving from the APPLICATION or otherwise included in the PATENT RIGHTS;
  - (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the PATENT RIGHTS or of the rights conferred by publication of any of the same.
2. The ASSIGNOR hereby agrees to execute all such documents and do all such things as may be required by the law of any country in order to record the APPLICATION and any other PATENT RIGHTS in the name of the ASSIGNEE.
3. Each PARTY authorises and requests his/her professional representative before any national or regional patent office to insert an appendix signed and dated by the professional representative detailing the filing date and application number of any patent application, patent and/or supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the APPLICATION where needed for effective recordal of any such patent application or patent at any national or regional patent office.
4. This Assignment shall be governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute relating to this Assignment.

#### SCHEDULE

##### The APPLICATION

Country reference	Application No. and Application Date	Inventors	Title	References
GB	GB1620413.3 filed on 1 December 2016	TWITCHEN, Daniel James; DHILLON, Harpreet Kaur; KHAN, Rizwan Uddin Ahmad	Single Crystal Synthetic Diamond Material Via Chemical Vapour Deposition	PF1370-GB-0

**Signed on behalf of the ASSIGNOR**  
**ELEMENT SIX LIMITED** (registered in England)


Signature: 

Name: KILSHAW, John Andrew

Title: Director

Date: 9 January 2017

**Signed on behalf of the ASSIGNEE**  
**ELEMENT SIX LIMITED** (registered in Isle of Man)

Signature: 

Name: BRIJSON, Susan Annette Henderson

Title: Director

Date: 20th December 2016