

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5584270

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the ADDRESS OF THE ASSIGNEE previously recorded on Reel 048333 Frame 0499. Assignor(s) hereby confirms the VISIONPAL ASSET PURCHASE AGREEMENT.	
<b>RESUBMIT DOCUMENT ID:</b>	505334232	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	NEL TECHNOLOGIES LIMITED	11/29/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MAN INNOVATIONS LIMITED	
<b>Street Address:</b>	1 SLAINS ROAD, BRIDGE OF DON	
<b>City:</b>	ABERDEEN	
<b>State/Country:</b>	SCOTLAND	
<b>Postal Code:</b>	AB22 8TT	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	8399805
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(202)747-1901	
<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>	(858) 720-8900	
<b>Email:</b>	DMIPDocketing@sheppardmullin.com, STrader@sheppardmullin.com	
<b>Correspondent Name:</b>	SHEPPARD MULLIN RICHTER & HAMPTON LLP	
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE	
<b>Address Line 2:</b>	4TH FLOOR	
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626	
<b>ATTORNEY DOCKET NUMBER:</b>	59JX-265054	
<b>NAME OF SUBMITTER:</b>	SUSAN TRADER	
<b>SIGNATURE:</b>	/Susan Trader/	
<b>DATE SIGNED:</b>	06/21/2019	
<b>Total Attachments: 14</b>		
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**PATENT ASSIGNMENT COVER SHEET**

Electronic Version v1.1

Stylesheet Version v1.2

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NEL TECHNOLOGIES LIMITED	11/29/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MAN INNOVATIONS LIMITED
<b>Street Address:</b>	CALEDONIA HOUSE, 89 SEAWARD STREET
<b>City:</b>	GLASGOW
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	G41 1HJ
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8399805
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)747-1901
<b>Phone:</b>	(858) 720-8900
<b>Email:</b>	DMIPDocketing@sheppardmullin.com, STrader@sheppardmullin.com
<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>Correspondent Name:</b>	SHEPPARD MULLIN RICHTER & HAMPTON LLP
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE
<b>Address Line 2:</b>	4TH FLOOR
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626
<b>ATTORNEY DOCKET NUMBER:</b>	59JX-265054
<b>NAME OF SUBMITTER:</b>	SUSAN TRADER
<b>Signature:</b>	/Susan Trader/
<b>Date:</b>	02/14/2019
<b>Total Attachments: 10</b> source=USP8399805_Assignment_Nel_to_Man#page1.tif	

**PATENT****REEL: 049555 FRAME: 0223**

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**RECEIPT INFORMATION**

**EPAS ID:** PAT5375798

**Receipt Date:** 02/14/2019

**PATENT****REEL: 049555 FRAME: 0224**

## VISIONPAL ASSET PURCHASE AGREEMENT

This deed is DATED 29<sup>th</sup> November, 2018

### PARTIES

- (1) **NEL TECHNOLOGIES LIMITED** incorporated and registered in England and Wales with company number 01806632 whose registered office is at Unit 7b, Westway Industrial Park, Throckley, Newcastle Upon Tyne, Tyne & Wear, NE15 9HW (the 'Seller');
- (2) **MAN INNOVATIONS LIMITED** incorporated and registered in Scotland with company number SC571894 whose registered office is at ~~Caledonia House, 89 Seaward Street, Glasgow, United Kingdom, G41 1PJ~~ (the 'Buyer'); 1 Slains Road, Bridge of Don, Aberdeen AB22 8TT, Scotland
- (3) **MR NEIL EDWARD BASSETT** of [REDACTED] (NEB); *slt* 10/21/19  
and
- (4) **MR MICHAEL PHILIP BIDDELL** of [REDACTED]  
[REDACTED] (MPB).

Together the 'parties' or each a 'party' as the context may indicate.

### BACKGROUND

The Seller has agreed to sell, and the Buyer has agreed to buy, the VisionPal Assets on the terms of this Deed.

### AGREED TERMS

#### 1. Definitions and Interpretation

##### 1.1 The following definitions and rules of interpretation apply in this Deed.

**Agreement** means this Deed and its schedules and any documents referred to in it.

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

**Completion Date** means the date of this Deed.

**Encumbrance** means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.

**Goodwill** means the goodwill in relation to the trade marks comprising the VisionPal Intellectual Property Assets.

**Liabilities** means in relation to any matter, any liability including all actions, proceedings, costs, claims, losses, penalties, fines, awards, expenses and demands incurred or suffered by or brought or made against a person in respect of such matter.

**VisionPal Intellectual Property Assets** means the patents and trade marks owned by the Seller as set out in Schedule 1 of this Deed.

**VisionPal Goods** means those items owned by the Seller which are set out in Schedule 2 of this Deed. For avoidance of doubt the VisionPal Blister Pack Tool will not be supplied by the Seller although it may be recoverable from the blister pack supplier, Belpac Limited in Wolverhampton. This recovery is at the Buyers expense.

- 1.2 This Deed will be binding on, and enure to the benefit of, the parties to this Deed and their respective successors and permitted assigns, and references to any party will include that party's, successors and permitted assigns.
- 1.3 A reference to a statute or statutory provision:
- (a) is a reference to it as amended, extended or re-enacted from time to time;
  - (b) will include all subordinate legislation made from time to time.
2. **Agreement to sell and purchase**
- 2.1 The Seller hereby sells, transfers and assigns all its rights, title and interest in, to and arising from the VisionPal Intellectual Property Assets (including the Goodwill) and the VisionPal Goods (together the **VisionPal Assets**), to the Buyer with full title guarantee and free from Encumbrances.
- 2.2 The total consideration for the sale and purchase of the VisionPal Assets shall be [REDACTED] which shall be due payable in cash to the Seller by the Buyer on the Completion Date. The consideration payable by the Buyer shall be apportioned as follows:
- 2.2.1 the VisionPal Intellectual Property Assets £10.00, receipt of which is hereby acknowledged; and
  - 2.2.2 the VisionPal Goods [REDACTED] receipt of which is hereby acknowledged.
- 2.3 On the Completion Date, the Buyer will deliver to the Sellers a copy of the resolution of

the board of directors of the Buyer authorising the execution and delivery by the officers specified in the resolution of this Deed, and any other documents referred to in this Deed as being required to be delivered by it.

2.4 All sums payable, or consideration given, by the Buyer under this Deed are inclusive of VAT.

2.5 The Seller shall on the date of this Deed cease in any manner whatsoever to use or display any trade or service marks or names, domain names or logos identical to or any confusingly similar to the trade marks listed in Schedule 1.

3.

3.1



4. **Warranties**

4.1 The Seller warrants that each Warranty set out below is true, accurate and not misleading on the date of this Deed.

4.2 The Seller has all requisite power and authority, and has taken all necessary corporate action, to enable it to enter into and perform this Deed and all Agreements and documents entered into, or to be entered into, pursuant to the terms of this Deed.

4.3 The Seller has good and marketable title to each VisionPal Asset (tangible and intangible), and each VisionPal Asset is legally and beneficially owned by the Sellers. There are no Encumbrances over any of the VisionPal Intellectual Property Assets, and the Seller has not agreed to create any Encumbrances over the VisionPal Intellectual Property Assets or any part of them.

Handwritten signature or initials.

**5. Liabilities of the Seller and the Buyer**

5.1 The Buyer will, from the Completion Date, assume responsibility for any and all payments relating to the VisionPal Assets.

5.2 The Buyer, NEB and MPB shall each indemnify and keep indemnified the Seller against all Liabilities which may arise:

5.2.1 under or in connection with any claims against the Seller in connection with the Assignment Agreement or the rights granted to the Seller pursuant to it; and

5.2.2 in connection with the VisionPal Assets on or after the Completion Date.

5.3 Nothing in this Agreement will pass to the Buyer, or will be construed as acceptance by the Buyer of, any liability, debt or other obligation of the Seller (whether accrued, absolute, contingent, known or unknown) for anything done or omitted to be done before the Completion Date in respect of the VisionPal Intellectual Property Assets and the Seller will perform any such obligation falling due for performance or which should have been performed before the Completion Date.

**6. Further assurance**

At its own expense, the Buyer will, and will use all reasonable endeavours to procure that any necessary third party will promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Deed, including (but not limited to) the transfer and assignment of the VisionPal Intellectual Property Assets to the Buyer and recordal of the change of ownership of the VisionPal Intellectual Property Assets are made in the relevant registries in the world.

**7. Assignment**

This Deed is personal to the parties and neither party will assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Deed.

**8. Entire Agreement**

This Deed 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.

**9. Variation**

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



**10. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this Deed or by law will constitute a waiver of that or any other right or remedy, nor will 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 will prevent or restrict the further exercise of that or any other right or remedy.

**11. Costs**

Except as expressly provided in this Deed, each party will pay its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Deed (and any documents referred to in it).

**12. Notices**

12.1 Any notice given to a party under or in connection with this Deed will be in writing and will 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 email to the following addresses: (i) for the Buyer "[bassett\\_neil@hotmail.com](mailto:bassett_neil@hotmail.com)" and (ii) for the Seller "[pat.ferguson@nef-ltd.co.uk](mailto:pat.ferguson@nef-ltd.co.uk)"

12.2 Any notice will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by post next working day delivery service, at 9.00 am on the second Business Day after posting; and
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 12.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

12.3 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.

**13. Severance**

If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of this Deed. If any provision or part-provision of this Deed is deemed deleted, the parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**14. Governing law and jurisdiction**

This Deed is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

**This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.**



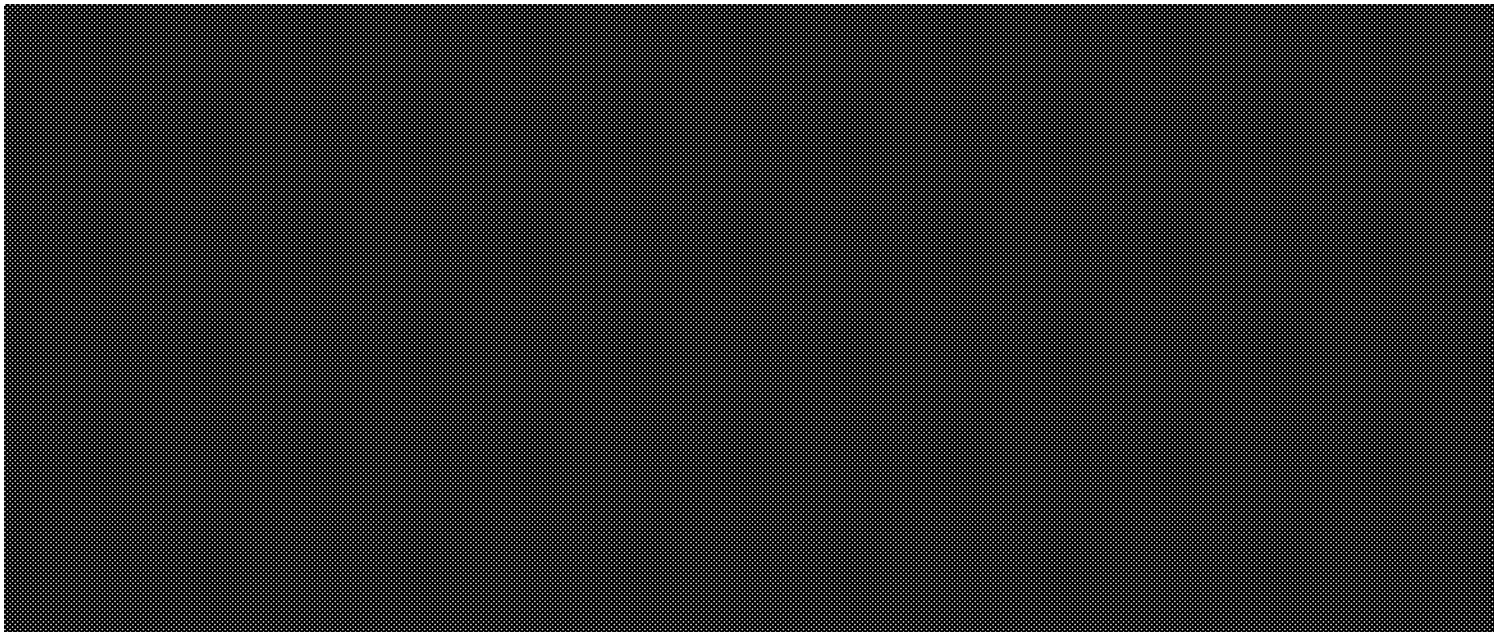
**Schedule 1 The VisionPal Intellectual Property Assets**

**Patents**

Status	Jurisdiction	Patent Publication Number	Filing date	Renewal Date	Estimated Renewal Cost
Granted	Germany	EP1949761	08/11/2006	08/11/2019	£880.00
Granted	France	EP1949761	08/11/2006	08/11/2019	£420.00
Granted	United Kingdom	EP1949761	08/11/2006	08/11/2019	£350.00
Granted	United States of America	US8399805	08/11/2006	19/09/2020	£1650.00

**Registered Trade Marks**

Status	Jurisdiction	Trade Mark Serial	Filing date	Renewal Date	Estimated Renewal Cost
Granted	Europe	007195597	08/11/2006	15/08/2028	£960.00
Granted	USA	77546165	13/08/2008	08/11/2019	£420.00



Executed as a deed by NEL TECHNOLOGIES LIMITED  
acting by Dr Patrick Ferguson, a director, in the  
presence of:

.....  
[signature of witness]

[signature of witness]

Name: Mr Colin Oakley

Address: 47 Caraway Walk, South Shields, NE34 8UQ

Occupation: Operations Manager

.....  
[signature of director]

Director

Executed as a deed by MAN INNOVATIONS LIMITED  
acting by Mr Neil Edward Bassett, a director, in the  
presence of:

.....  
[signature of witness]

[signature of witness]

Name: Jason Handless

Address: 349 BARNABY LANE, JERMINWAY  
326 1QH

Occupation: OPERATIONS MANAGER

.....  
[signature of director]

Director

Executed as a deed by Mr Neil Edward Bassett, in the  
presence of:

.....  
[signature of witness]

[signature of witness]

Name: Jason Handless

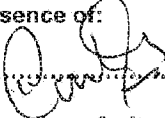
Address: 349 BARNABY LANE, JERMINWAY  
326 1QH

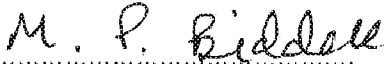
Occupation: OPERATIONS MANAGER

.....  
[signature of director]

Director

Executed as a deed by Mr Michael Philip Biddell, in the presence of:

  
.....  
[signature of witness]

  
.....  
[signature of director]

Name: MICHAEL CARTWRIGHT

Director

Address: 5, TAMAR RD, TAMWORTH B775QA

Occupation:

RETIRED

