

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5632912

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE UNIVERSITY OF BRISTOL	12/17/2018
RECEIVING PARTY DATA	
Name:	AIRBUS OPERATIONS LIMITED
Street Address:	PEGASUS HOUSE, AEROSPACE AVENUE, FILTON
City:	BRISTOL
State/Country:	UNITED KINGDOM
Postal Code:	BS34 7PA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16330904
CORRESPONDENCE DATA	
Fax Number:	(703)816-4100
<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:	703-816-4000
Email:	PTOMAIL@NIXONVAN.COM
Correspondent Name:	NIXON & VANDERHYE P.C.
Address Line 1:	901 N GLEBE ROAD, 11TH FLOOR
Address Line 4:	ARLINGTON, VIRGINIA 22203
ATTORNEY DOCKET NUMBER:	AHB-5065-538
NAME OF SUBMITTER:	AMIR H. BEHNIA
SIGNATURE:	/Amir H. Behnia/
DATE SIGNED:	07/23/2019
Total Attachments: 6	
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TECHNOLOGY ASSIGNMENT

between

- (1) Airbus Operations Limited
- (2) The University of Bristol

Dated: 17th Dec 2018

THIS AGREEMENT is made on

2018

BETWEEN:

- (1) Airbus Operations Limited, incorporated and registered in the England and Wales with company number 3468788, whose registered office is at Pegasus House, Filton, Bristol BS34 7PA ("Airbus"); and
- (2) The University of Bristol, incorporated by Royal Charter under the laws of England, registered under the number RC000648, whose registered office is at Beacon House, Queens Rd, Bristol, BS8 1QU (the "University").

BACKGROUND

[REDACTED]

[REDACTED]

- (C) The Parties have agreed that the University shall assign to Airbus the Assigned Rights on the terms and conditions set out below.

1. **DEFINITIONS**

- 1.1 The following definitions apply in this Agreement:

"Agreement" means this agreement.

"Assigned Rights" means all Intellectual Property Rights in the Technology, any Patent Applications, and any Inventions.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Intellectual Property Rights" means patents, registered designs, trade marks, service marks, domain names, copyright and related rights, design rights, database rights, moral rights, metadata, petty patents, utility models and all similar property rights including without limitation those subsisting in any part of the world in inventions, designs, drawings, computer programs, semiconductor topographies, business names, IP addresses, goodwill, right to sue for passing off or unfair competition, 'get-up' and the style and presentation of goods or services 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 and the term "Intellectual Property" shall be construed accordingly.

"**Internal Use**" means non-commercial use within the University for research, development and teaching purposes.

"**Inventions**" means the inventions contained in the Patent Application.

"**Know-How**" means any non-patented technical or practical information, resulting from experience (including without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, report and submissions), which is not in the public domain. For the avoidance of doubt, Know-How shall be deemed to include any Test Results.

"**Licensed Know-How**" means the University's Know-How which relates to the Technology.

"**Party**" means a party to this Agreement, and "Parties" shall be construed accordingly.

"**Patent Applications**" means the patent applications set out in paragraph 2 of Schedule 1.

[REDACTED]

[REDACTED]

[REDACTED]

"**Test Results**" means all test data and results, including those described in the form of graphs and tables and resulting from testing undertaken in relation to the Technology or the Patent Applications.

"**Working Day**" means any day (other than a Saturday, Sunday or a public holiday in England) on which the banks in the City of London are open for business.

2. INTERPRETATION

- 2.1 The headings in this Agreement are for the purpose of information and identification only, and shall not be construed as forming part of this Agreement.
- 2.2 A reference to a statute or statutory provision includes:
- (a) any subordinate legislation (as defined in Section 21(1), Interpretation Act 1978) made under it;
 - (b) any repealed statute or statutory provision which it re-enacts (with or without modification); and
 - (c) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Agreement, except to the extent that it comes into force after the date of this Agreement and would impose any new or extended obligation, liability or restriction on or otherwise adversely affect the rights of any Party.
- 2.3 Words in the singular include the plural and vice versa and words in one gender include any other gender.

- 2.4 General words shall not be given a restrictive meaning where they follow one or more specific terms indicating a particular category of act, matter or thing or where they are followed by examples.
- 2.5 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, phrase or term preceding those terms.
- 2.6 References to Clauses and Schedules are to Clauses and schedules to this Agreement unless the context otherwise requires.
- 2.7 Any statement qualified by reference to a Party's state of knowledge, belief or awareness will be deemed to include an additional statement that it has been made after due and careful enquiry before making it, and the Party has made such enquiry as it would reasonably be expected to have made, except that nothing in this Agreement shall require the University to have performed prior art searches or enquiries as to title in relation to any of the Assigned Rights or the Licensed Know-How.
- 2.8 Any negative obligation imposed on any Party will be construed as if it were also an obligation not to permit or suffer so far as is reasonably practicable the act or thing to be done by any employee of that Party or any agent or subcontractor (and any employee of such agent or subcontractor) of that Party, and any positive obligation imposed on any Party will be construed as if it were also an obligation to procure that the act or thing in question be done by such persons.
- 2.9 Where a Party would otherwise be prevented from performing, or is hindered in its performance of, its obligations as a result of the acts or omissions of another Party, it will take reasonable steps to enable it to perform the obligations to the extent that they can still be performed and to otherwise mitigate the impact of the other's acts or omissions.
- 2.10 A reference to any provision of this Agreement is to that provision as amended in accordance with the terms of this Agreement.



3. ASSIGNMENT

- 3.1 In consideration of the sum of £1, receipt of which is hereby acknowledged, the University hereby assigns to Airbus, all past, present and future right, title and interest that the University has in and to the Assigned Rights, including the assignment and transfer of:
- (a) any invention disclosed in, or relating to, the Technology; the right to file an application for a patent in respect of any such invention, and to claim priority from such application; and the right to prosecute and obtain grant of patent or similar protection in, or in respect of, any country or territory in the world in respect of the Technology;
 - (b) all patents that may be granted pursuant to any Patent Applications, as well as all patents that may derive priority from, or have equivalent claims to, or be based on, the Patent Applications in any country in the world; and
 - (c) all rights of action, powers and benefits arising from ownership of the Intellectual Property Rights in the Technology, including the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on, or after, the date of this Agreement.

Signed for, and on behalf of, Airbus Operations Limited

By Matthew Beatson (Head of IP Operations UK)

Print Name M. Beatson

Title Head of Intellectual Property / Airbus / Airbus Operations UK

Date 4 DECEMBER 2018

Signed for, and on behalf of, the University of Bristol

By [Signature]

Print Name NEIL BRADSTRAW

Title DIRECTOR OF ENTERPRISE

Date 17/12/18

Schedule 1

Technology

1. Technology

1.1 For the purpose of this Agreement, "Technology" means the following:

1.2 All ideas, concepts, specifications, designs, models, prototypes, techniques, tools, diagrams, outlines, descriptions and other documentation, information, data, and all other technology of any kind relating to the Inventions described in the Patent Applications.

2. Patent Applications

For the purpose of this Agreement "Patent Applications" means the patent applications whose short particulars are as follows:

Application no	Date filed	Title
GB1615213.4	7 September 2016	Vacuum forming a laminate charge
PCT/GB2017/0 52591	6 September 2017	Vacuum forming a laminate charge