

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5662012

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PAUL MCANDREW	08/24/2017
	FRIDGELAND UK LIMITED	08/24/2017
RECEIVING PARTY DATA		
Name:	AEROFOIL ENERGY LIMITED	
Street Address:	SUITE F2.1 ADELPHI MILL BUSINESS CENTRE	
City:	CHESHIRE	
State/Country:	UNITED KINGDOM	
Postal Code:	SK10 5JB	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16536852
CORRESPONDENCE DATA		
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<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>		
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ATTORNEY DOCKET NUMBER:	FRID-006/N01US327549-2100	
NAME OF SUBMITTER:	ANDERS FERNSTROM	
SIGNATURE:	/Anders E. Fernstrom/ Reg. # 72,629	
DATE SIGNED:	08/09/2019	
Total Attachments: 4		
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ASSIGNMENT

THIS DEED OF ASSIGNMENT is made the 24th day of August 2017
between:

1. Mr Paul McAndrew of Bracken Lea, The Coppice, Poynton, Cheshire, SK12 1SR ("Mr McAndrew");
2. Fridgeland UK Limited (Number 05615056), a company organised and existing under the laws of England and Wales, whose registered office is at Suite F2.1, 1st Floor Adelphi Mill, Grimshaw Lane, Bollington, Macclesfield, Cheshire, England, SK10 5JB, United Kingdom ("Fridgeland UK"); and
3. Aerofoil Energy Limited (Number 08789020), a company organised and existing under the laws of England and Wales, whose registered office is at Suite F2.1, 1st Floor Adelphi Mill, Grimshaw Lane, Bollington, Macclesfield, Cheshire, England, SK10 5JB, United Kingdom ("the Assignee").

WHEREAS

- A. Mr McAndrew was involved in the making of an invention relating to improvements to cooling units ("the Invention")
- B. At the date of making the Invention, Mr McAndrew was a director and shareholder of Fridgeland UK; and was also a director, shareholder and employee of the Assignee.
- C. The Assignee filed on 9 March 2017 an application for a British patent relating to the Invention and entitled "Improvements to Cooling Units", which has been allocated application number GB1703813.4 ("the Application").
- D. Mr McAndrew and Fridgeland UK (together "the Assignors") and each of them now wish to execute this Assignment document in order to confirm and/or assign to the Assignee (insofar as such rights are not already so vested) any and all rights as the Assignors and each of them hold in the Application.

NOW IT IS HEREBY AGREED AS FOLLOWS:**1. DEFINITIONS**

The following words shall have the following meanings:

"Intellectual Property" means all copyright and database rights, patents, trade marks, registered and unregistered design rights, all rights to bring an action for passing off, all rights to apply for protection in respect of any of the above rights and any applications made in respect of any of the above rights, and all other intellectual property rights in any jurisdiction and all legal rights protecting the confidentiality of any information or materials.

"Intellectual Property Rights" means all Intellectual Property in and relating to the Invention (including but not limited to the Application) and any improvements to the Invention owned by the Assignors or any of them.

2. ASSIGNMENT

In consideration of the sum of £1 (one pound) now paid by the Assignee to the Assignors (the receipt of which the Assignors hereby acknowledge) the Assignors and each of them assign to the Assignee such Intellectual Property Rights as they hold together with all rights of action arising or accrued in relation to the Intellectual Property Rights including, without limitation, the right to claim priority and to take proceedings and recover damages and obtain all other remedies in respect of infringements (including past infringements) of such Intellectual Property Rights.

3. GRANTED PATENTS

The Assignee shall by virtue of this confirmation and Assignment be entitled to the grant of any patents which issue anywhere in the world and which derive from the Application.

4. MORAL RIGHTS

The Assignors and each of them unconditionally and irrevocably waive, in respect of the Invention, such moral rights as are conferred by Chapter IV of Part I of the Copyright, Designs and Patents Act 1988 or other laws in force from time to time enacted in any part of the world conferring analogous rights.

5. WARRANTIES

5.1 The Assignors and each of them warrant to the Assignee that they are free to assign to the Assignee the Intellectual Property Rights assigned by Clause 2 above and that they have not previously assigned or otherwise disposed of or encumbered any Intellectual Property in the Invention or the Application.

5.2 The Assignors and each of them agree at all times at the Assignee's reasonable request and at the Assignee's expense to execute all such documents and do any further acts as the Assignee may require to:

- (a) give effect to this Assignment and maintain the Intellectual Property Rights; and
- (b) apply for any patents or other forms of protection in respect of the Application and the Invention throughout the world; and
- (c) in the event that the Assignors or any of them fail(s) to do the same within 7 (seven) days' written notice, the Assignors and each of them irrevocably appoints the Assignee as its or his attorney under

the Powers of Attorney Act 1971 with the right but not the obligation to execute all such documents and do all such further acts as the Assignee) may decide in relation to the Intellectual Property Rights.

5.3 The Assignors and each of them shall provide all reasonable assistance at the Assignee's cost which the Assignee considers necessary in connection with bringing or defending any proceedings relating to any of the Intellectual Property Rights.

6. MISCELLANEOUS

6.1 Any notice or other communication required to be given by either party to the other shall be given in writing and served at the other's address stated above (or such other address as each party may notify to the other in writing) by first class post, facsimile or by personal delivery and shall be deemed to have been given in the case of first class post 48 (forty eight) hours after posting, in the case of facsimile upon transmission and in the case of personal delivery immediately upon such delivery to that address.

6.2 The Recitals form part of this Assignment and the terms defined in the Recitals shall be so interpreted throughout this Agreement.

6.3 This Assignment shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Assignment the day and year first above written.

Signed as a deed by Mr Paul McAndrew in the presence of:

Signature: 

Signature of Witness: M Downing

Name of Witness (in BLOCK CAPITALS): MARYANN DOWNING

Address of Witness: 4 LONG ROW
BULLINGTON

Executed as a deed by Fridgeland UK Limited acting by a director in the presence of:

Signature: 

Position at Fridgeland UK Limited: MD

Signature of Witness: M Downing

Name of Witness (in BLOCK CAPITALS): MARYANN DOWNING

Address of Witness: 4 LONG ROW
BULLINGTON

Executed as a deed by Aerofoil Energy Limited acting by a director in the presence of:

Signature: 

Position at Aerofoil Energy Limited: MD

Signature of Witness: M Downing

Name of Witness (in BLOCK CAPITALS): MARYANN DOWNING

Address of Witness: 4 LONG ROW
BULLINGTON