

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5731387

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	UEA ENTERPRISES LIMITED	11/17/2017
RECEIVING PARTY DATA		
Name:	SPECTRAL EDGE LIMITED	
Street Address:	MAX ACCOUNTANTS LTD, SUITE 7, UNIT 16A	
Internal Address:	OAKHAM ENTERPRISE PARK, ASHWELL ROAD	
City:	OAKHAM, RUTLAND, ENGLAND	
State/Country:	UNITED KINGDOM	
Postal Code:	LE15 7TU	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14357533
CORRESPONDENCE DATA		
Fax Number:	(914)288-0023	
<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:	(914) 288-0022	
Email:	uspto@leasonellis.com	
Correspondent Name:	LEASON ELLIS LLP	
Address Line 1:	ONE BARKER AVENUE	
Address Line 2:	FIFTH FLOOR	
Address Line 4:	WHITE PLAINS, NEW YORK 10601	
ATTORNEY DOCKET NUMBER:	04607/003712-US0	
NAME OF SUBMITTER:	DAVID LEASON	
SIGNATURE:	/david leason/	
DATE SIGNED:	09/23/2019	
Total Attachments: 8		
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This **ASSIGNMENT** is made on the date when the Parties have signed below, by and between:

- (1) **UEA ENTERPRISES LIMITED**, a company incorporated in England with number 02626389 with registered office at the Registry, University of East Anglia, Norwich Research Park, Norwich, NR4 7TJ, UK ("**UEAE**");
- (2) **THE UNIVERSITY OF EAST ANGLIA**, a university established under Royal Charter with registered number RC000651 of Norwich Research Park, Norwich, NR4 7TJ, UK ("**University of East Anglia**"); and
- (3) **SPECTRAL EDGE LIMITED**, a company incorporated in England with Co. Number 07538488 with registered office at Max Accountants Ltd, Suite 7, Unit 16a Oakham Enterprise Park, Ashwell Road, Oakham, Rutland, England, LE15 7TU, UK ("**Spectral Edge**"); and
- (4) **GRAHAM FINLAYSON** of 26, The Ridings, Cringleford NR4 6UJ, UK ("**Finlayson**")

each a "Party" and collectively the "Parties"

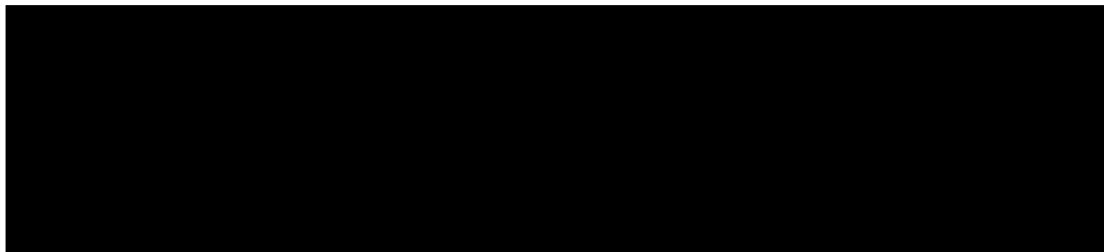
BACKGROUND:

- A. Finlayson is the inventor of the inventions claimed in the patent applications described in Schedule 1. For the avoidance of doubt and by virtue of the intellectual property regulations of University of East Anglia the Registered Intellectual Property from Finlayson who is an employee of University of East Anglia automatically passed to University of East Anglia and University of East Anglia further formalised ownership of the Registered Intellectual Property by entering into an assignment agreement with Finlayson.
- B. University of East Anglia has assigned its right, title and interest in the patent applications described in Schedule 1 to UEAE for the purpose of commercialisation.
- C. Spectral Edge now wishes to take assignment of the Patents for commercialisation purposes and UEAE is willing to assign its right, title and interest in its share of the Registered Intellectual Property to Spectral Edge subject to the terms of this Assignment.

IT IS AGREED as follows:

1 DEFINITIONS

In this Assignment, the following words shall have the following meanings:



"Patents"

means the patent applications identified in the Schedule 1 and any patents and patent applications which are based upon or

derive priority from such patent applications; and

"Registered Intellectual Property" means the Patents.

References in this Assignment to Clauses, Recitals, Schedules and Parties are to the clauses, recitals, schedules and parties of and to this Assignment.

2 ASSIGNMENT

2.1 In consideration of the Fee and the equity considerations in clause 2.5, UEAE hereby assigns and transfers to Spectral Edge all its right, title and interest in respect of the Registered Intellectual Property.

2.2 The assignment effected by Clause 2.1 shall in respect of the Registered Intellectual Property include the assignment and transfer of:

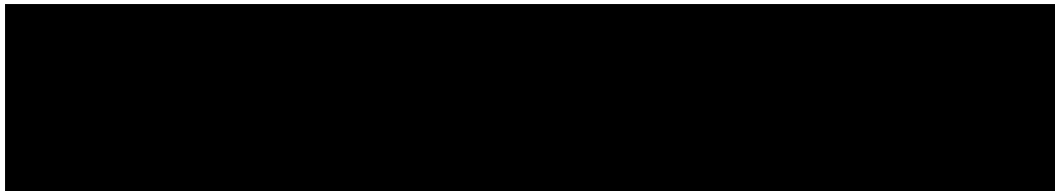
2.2.1 all patents and other intellectual property that may be granted pursuant to the Registered Intellectual Property, as well as all patents and other Registered Intellectual Property that may derive priority from or have equivalent claims to or be based upon the Registered Intellectual Property in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Registered Intellectual Property shall be deemed to include all such items of property; and

2.2.2 all rights of action, powers and benefits arising from ownership of the Intellectual Property, including the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment.

2.3 UEAE agrees, at the cost of the Spectral Edge, to do all such reasonable acts and things and sign and execute all such documents which may be required to perfect, protect or enforce any of the rights or interests in the Registered Intellectual Property assigned to Spectral Edge pursuant to this assignment in this clause 2.1.

2.4 Spectral Edge agrees to pay to UEAE the Fee and all costs associated with the assignment effected by clause 2.1.

2.5



2.6 Spectral Edge shall use all reasonable endeavours to procure that the considerations in clause 2.5 are implemented and at the cost of Spectral Edge as soon as practical.

2.7



3 PAYMENT

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6 ASSESSMENT REQUIREMENTS

6.1 Spectral Edge agrees to provide reasonable assistance to UAE and or University of East Anglia to comply with any monitoring or assessment that is directly related to the Registered Intellectual Property such as the creation of Impact case studies as appropriate for the Research Excellence Framework or any replacement exercise that assesses the quality of research in UK higher education institutions.

7 WAIVER

- 7.1 The failure or delay of a party to exercise or enforce any right under this Assignment shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.

8 ENTIRE AGREEMENT

- 8.1 This Assignment constitutes the entire understanding between the parties with respect to the subject matter of this Assignment and supersedes and replaces all prior agreements, negotiations and discussions between the parties relating to it.
- 8.2 Nothing in this Assignment is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

9 CONFIDENTIAL INFORMATION

- 9.1 Each party agrees that it may use the other party's Confidential Information only in the performance of its rights and obligations under this Agreement and it shall not disclose the other party's Confidential Information except in accordance with this clause 10.
- 9.2 Each party may disclose the other party's Confidential Information to those of its employees, officers, advisers, agents or representatives who need to know the other party's Confidential Information in order to perform the disclosing party's rights and obligations under this Agreement, provided that the disclosing party shall ensure that each of its employees, officers, advisers, agents or representatives to whom Confidential Information is disclosed is aware of its confidential nature and complies with this clause 10 as if it were a party.
- 9.3 Each party may disclose any Confidential Information required by law, any court, any governmental, regulatory or supervisory authority (including any regulated investment exchange) or any other authority of competent jurisdiction. Each party shall, unless compelled by a Court Order, notify the other parties in advance that such a disclosure has been requested and allow each other party sufficient opportunity to redact any commercially sensitive information, prior to disclosure.

10 VARIATION

- 10.1 No variation of this Assignment shall be valid unless it is in writing and signed by or on behalf of each of the parties.

11 THIRD PARTY RIGHTS

- 11.1 The Contracts (Rights of Third Parties) Act 1999 as amended and in force from time to time shall not apply to this Assignment and nothing in this Assignment shall confer or purport to confer on or operate to give any third party any benefit or any right to enforce any term of this Assignment except as expressly provided in this Assignment.

12 SEVERANCE

- 12.1 If any provision of this Assignment shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Assignment and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Assignment which will remain in full force and effect.

13 NOTICES

- 13.1 Any notice to be given under this Assignment shall be in writing and shall be delivered by hand, sent by first class post or sent by facsimile (such notice to be confirmed by letter posted within 12 hours) to the address of the other party set out in this Assignment (or such other address as may have been notified). Any such notice or other document shall be deemed to have been served; if delivered by hand – at the time of delivery; if sent by post – upon the expiration of 48 hours after posting; and if sent by facsimile – at 9.00am on the next business day after the facsimile was dispatched.

14 COUNTERPARTS

- 14.1 The Parties may execute this Assignment in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by facsimile or electronic (pdf) transmission, and facsimile or electronic (pdf) copies of executed documents shall be binding as originals.

15 GOVERNING LAW

- 15.1 This Assignment shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the non-exclusive jurisdiction of the English Courts.

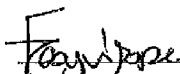
SCHEDULE 1

REGISTERED INTELLECTUAL PROPERTY

Country	Name	Patent Application Number	Inventor(s)
EUROPE	Method and system for determining parameters of an image processing pipeline of a digital camera	15828505.6	GRAHAM FINLAYSON
United States of America	Method and system for determining parameters of an image processing pipeline of a digital camera	15/528981	GRAHAM FINLAYSON
UK	Method & System for determining Parameters of an Image Processing pipeline of a digital camera	1520752.5	GRAHAM FINLAYSON
EUROPE	Spectral Estimation Method, System and Reference Target Design Method	12806614.9	GRAHAM FINLAYSON
United States of America	Spectral Estimation Method, System and Reference Target Design Method	14/357533	GRAHAM FINLAYSON

AGREED by the Parties through their authorised signatories.

Signed for and on behalf of
UEA Enterprises Limited

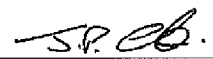

signed

GEORGINA POPE
name

INTELLECTUAL PROPERTY MANAGER
title

17th November 2017
date

Signed for and on behalf of
University of East Anglia

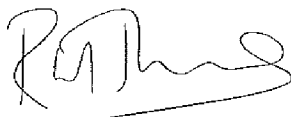

signed

J.P. CARTER
name

HEAD INNOVATION
title

17th November 2017
date

Signed for and on behalf of
Spectral Edge Limited

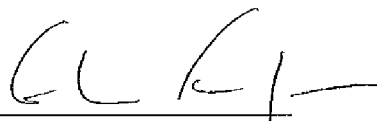

signed

Rhodri Thomas
name

Chief Executive Officer
title

17th November 2017
date

Signed for and on behalf of
Graham Finlayson


signed

Graham Finlayson
name
Professor of Computing Science

title
17th November 2017
date

