

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5754637

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DYNAMIC SCREENING SYSTEMS LIMITED	07/31/2019
RECEIVING PARTY DATA	
Name:	FINBAWN LTD
Street Address:	DONEGAL ROAD, PETTIGO
City:	CO. DONEGAL
State/Country:	IRELAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16303709
CORRESPONDENCE DATA	
Fax Number:	(202)450-5538
<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>	
Email:	dlawson@bomcip.com
Correspondent Name:	BOOKOFF MCANDREWS, PLLC
Address Line 1:	2020 K STREET NW
Address Line 2:	SUITE 400
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	00115-0008-00000
NAME OF SUBMITTER:	THARA RUSSELL
SIGNATURE:	/Thara Russell/
DATE SIGNED:	10/04/2019
Total Attachments: 10	
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Dated

31/7/ 2019

DYNAMIC SCREENING SYSTEMS LIMITED

and

FINBAWN LIMITED

**INTRA-GROUP ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS**

FOD Flynn O'Driscoll
Business Lawyers

No. 1 Grant's Row, Lower Mount Street
Dublin, D02 HX96
Ireland

Tel: 353 1 6424220
Email: info@fod.ie

PATENT
REEL: 050626 FRAME: 0246

THIS DEED is made on the 31 day of July 2019

BETWEEN

- (1) **DYNAMIC SCREENING SYSTEMS LIMITED** a company incorporated in Ireland and having an address of Donegal Road, Pettigo, Co. Donegal, Ireland (the "Assignor"); and
- (2) **FINBAWN LTD** a company incorporated in Ireland and having an address of Donegal Road, Pettigo, Co. Donegal, Ireland (the "Assignee").

RECITALS

The Assignor owns the intellectual property rights in the Materials and the Patents (as defined below).

The Assignor has agreed to assign to the Assignee the Intellectual Property Rights in the Materials and the Patents on the terms set out in this agreement.

The Assignee is the parent company to the Assignor.

IT IS HEREBY AGREED

1. **INTERPRETATION**

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

- | | |
|---------------------------------------|---|
| "Assigned Rights" | means the Patents, the Materials and all Intellectual Property Rights embodied in the Materials and the Patents and arising, or to arise, from work done on them. |
| "Business Day" | means a day other than a Saturday, Sunday or public holiday in Ireland when banks in Dublin are open for business. |
| "Intellectual Property Rights" | means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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. |
| "Materials" | means the materials described in Schedule 1. |
| "Patents" | means the patents and patent applications short particulars of which are set out in Schedule 1. |

"VAT" means value added tax or any equivalent tax chargeable in the Ireland or elsewhere.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes fax and email.
- 1.12 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, definition, phrase or term preceding those terms.
- 1.13 Where any statement is qualified by the expression so far as the Assignor is aware or to the Assignor's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

2. ASSIGNMENT

- 2.1 In consideration of the sum of €10 (receipt of and sufficiency of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:
 - (a) the absolute entitlement to the Patents including any registrations granted pursuant to any of the applications comprised in the Patents;

- (b) the right to file, prosecute and obtain the grant of patent or other similar protection based on or in respect of any invention or other Intellectual Property Right comprised now or in the future in the Assigned Rights in any country or territory of the world;
- (c) all goodwill attaching to the Assigned Rights and to that part of the Assignor's business that relates to the goods or services for which the Assigned Rights are registered or used;
- (d) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement; and
- (e) all rights and benefits relating to the above including any right to claim priority from any of the above.

2.2 Without limiting the foregoing, the Assignor hereby acknowledges that all present and future rights, title and interest in relation to the Assigned Rights and other material of any nature made, originated or developed by them at any time in connection with the Assigned Rights (whether or not made, originated or developed during normal working hours or otherwise or aided by use of expenses, material, equipment or facilities and whether before or after the date of this Deed) shall belong to and vest solely in the Assignee (or such party as is designated by the Assignee from time to time) absolutely to the fullest extent permitted by law. To the extent that any such Assigned Rights do not so vest in the Assignee (or such other company as the Assignee designates from time to time) for whatever reason, the Assignor will hold all Assigned Rights in trust for the Assignee or the such party as is designated by the Assignee from time to time.

2.3 To the extent that the Assignor cannot assign any Assigned Rights to the Assignee, it is agreed that any such right (including, where applicable, any moral right, such as a right of paternity or integrity) is hereby irrevocably and unconditionally waived by the Assignor and shall not be exercised against the Assignee.

3. VAT

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

4. WARRANTIES

4.1 The Assignor warrants that:

4.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;

4.1.2 it has not licensed or assigned any of the Assigned Rights;

- 4.1.3 the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- 4.1.4 it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- 4.1.5 as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights; and there is nothing that might prevent any application for any applicable Intellectual Property Right registration in the Assigned Rights proceeding to grant.

5. INDEMNITY

- 5.1 The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with any breach of the warranties contained in clause 4.
- 5.2 At the request of the Assignee and at the Assignor's own expense, the Assignor shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.
- 5.3 This indemnity shall apply whether or not the Assignee has been negligent or at fault.
- 5.4 If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.
- 5.5 Nothing in this clause shall restrict or limit the Assignee general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

6. MORAL RIGHTS

- 6.1 The Assignor shall procure that all authors of the Materials expressly waive irrevocably, unconditionally and in perpetuity in favour of the Assignee all of their moral rights arising under the Copyright and Related Rights Act 2000 (as amended) in relation to the Assigned Rights and, so far as is legally possible, any broadly equivalent rights those authors may have in any territory of the world and the Assignor agrees to provide the Assignee with such written absolute waivers on request.

7. RELEASE AND ACKNOWLEDGEMENTS

- 7.1 Without prejudice to the assignment at clause 2.1, the Assignor hereby grants to the Assignee and its affiliates, successors, assigns and licensees the right (but not the obligation) to film, photograph, record, reproduce or otherwise use the Assigned

Rights in any manner and to exploit the Assigned Rights, in whole or in part, throughout the universe, by any and all means and in any and all media now known or hereafter devised, for the full period of the Assignor and the Assignor's successors' and assigns' Intellectual Property Rights in the Assigned Rights and all extensions and renewals thereof and thereafter (insofar as may be or become possible) in perpetuity, including (without limitation) the right to make alterations to the Assigned Rights and to use the Assigned Rights in, and in connection with, advertising, publicising, exhibiting and exploiting any products deriving from the Assigned Rights (the rights granted in this paragraph being referred to herein as the "**Granted Rights**").

- 7.2 The Assignor hereby releases the Assignee, its affiliates, successors, assigns and licensees from any and all claims and demands arising out of or in connection with any exploitation of the Granted Rights including, without limitation, any and all claims relating to copyright or trade mark infringement, invasion of privacy, infringement of publicity rights, defamation, and any other personal and/or property rights (including, without limitation, moral rights which the Assignor confirms have been waived) in any part of the world and agree not to assert or maintain any such claim against the Assignee, its affiliates, successors, Assignee and/or licensees at any time in the future.
- 7.3 The Assignor acknowledges that the sums payable hereunder are a complete buy-out of all Intellectual Property Rights and the Assignor shall not be entitled to any further sums whatsoever by reason of the exploitation of the Assigned Rights or other exploitation permitted hereunder.

8. **FURTHER ASSURANCE**

- 8.1 The Assignor shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement, including:
- 8.1.1 registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and
- 8.1.2 assisting the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.
- 8.2 The Assignor appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement.
- 8.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this agreement and the proprietary interest of the Assignee in the Assigned Rights and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.
- 8.4 Without prejudice to clause 8.2, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:

- 8.4.1 take any action that this agreement requires the Assignor to take;
 - 8.4.2 exercise any rights which this agreement gives to the Assignor; and
 - 8.4.3 appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.
- 8.5 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

9. **WAIVER**

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

10. **ENTIRE AGREEMENT**

- 10.1 This agreement 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.
- 10.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

11. **VARIATION**

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

12. **SEVERANCE**

- 12.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 12.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13. COUNTERPARTS

- 13.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 13.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 13.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

14. NOTICES

- 14.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by recorded postal delivery to the address of the party given above.
- 14.2 Any notice shall be deemed to have been received:
- 14.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - 14.2.2 if sent by registered post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 14.3 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.

15. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Ireland.

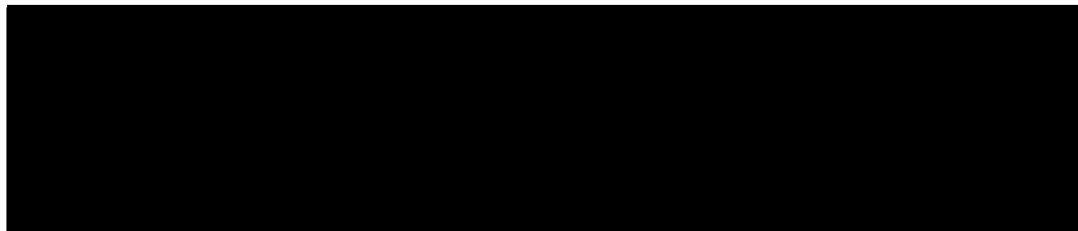
16. JURISDICTION

Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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
Assigned Rights

1. Materials:



2. Patents:

<u>Country</u>	<u>Patent/Patent Application No</u>
PCT	PCT/EP2017/062571
Europe	EP17731071.1
United States	US16/303,709
Australia	AU2017269489

PRESENT when the common seal
of FINBAWN LTD as affixed to this deed
hereto:



Signature

PATRICK O'TOOLE

Print name

Signature

MARTIN EVES

Print name

PRESENT when the common seal
of DYNAMIC SCREENING SYSTEMS
LIMITED as affixed to this deed hereto:



Signature

PATRICK O'TOOLE

Print name

Signature

MARTIN EVES

Print name