

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5799475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THOS. BENTLEY & SON LIMITED	06/11/2018
RECEIVING PARTY DATA	
Name:	Sustain CO2 Limited
Street Address:	Brookfoot House
Internal Address:	Low Lane
City:	Horsforth Leeds
State/Country:	UNITED KINGDOM
Postal Code:	LS18 5PU
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	12308467
Application Number:	12736987
Application Number:	14222942
Application Number:	13137905
CORRESPONDENCE DATA	
Fax Number:	(518)449-0047
<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:	518-449-0044
Email:	ptocommunications@hoffmanwarnick.com, sadonnino@hoffmanwarnick.com
Correspondent Name:	HOFFMAN WARNICK LLC
Address Line 1:	540 BROADWAY
Address Line 2:	4TH FLOOR
Address Line 4:	ALBANY, NEW YORK 12207
ATTORNEY DOCKET NUMBER:	Y13460,16239,16239U,17603
NAME OF SUBMITTER:	STEPHEN F. SWINTON, JR.
SIGNATURE:	/Stephen F. Swinton, Jr./
DATE SIGNED:	10/31/2019
Total Attachments: 11	

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11 June 2018

Patent and Know-how Assignment

Thos. Bentley & Son Limited ⁽¹⁾ and
Sustain CO2 Limited ⁽²⁾

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DATE 11 June 2018

PARTIES

- (1) Thos. Bentley & Son Limited incorporated and registered in England and Wales with the company number 00841624 whose registered office is at Brookfoot House, Low Lane, Horsforth Leeds, LS18 5PU (**Assignor**).
- (2) Sustain CO2 Limited incorporated and registered in England and Wales with the company number 11321697 whose registered office is at at Brookfoot House, Low Lane, Horsforth Leeds, LS18 5PU (**Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of or applicant for the Patents and the owner of the Know-how (as defined below).
- (B) The Assignor has agreed to assign the Patents and the Know-how to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this Clause 1 apply:

Business Day	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Know-how	the know-how identified at Schedule 1, signed by the parties to this agreement and annexed to this agreement
Patents	the patents and applications, short particulars of which are set out in Schedule 2.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 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.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written includes email.

1.11 Where any statement is qualified by the expression **so far as the Assignor is aware or to 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.

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, phrase or term preceding those terms.

2. ASSIGNMENT

2.1 In consideration of the sum of £90,000 (such amount being left outstanding by way of loan (Loan) pursuant to the terms at clause 3 below 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 Patents and the Know-how, and in and to all and any inventions disclosed in the Patents and Know-how, including:

2.1.1 in respect of any and each application in the Patents:

- (a) the right to claim priority from and to prosecute and obtain grant of patent; and
- (b) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;

2.1.2 in respect of each and any invention disclosed in the Patents and/or the Know-how, the right to file a patent application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;

2.1.3 the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications;

2.1.4 the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and

2.1.5 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 Patents, Know-how or any patents granted on any of the applications in the Patents or filed as aforesaid, whether occurring before on or after the date of this agreement.

2.2 The Assignor shall make available to the Assignee such know-how as the Assignor is at liberty to disclose and, in the opinion of the Assignor, is reasonably necessary for the exploitation of the Patents.

3. LOAN

3.1 The Assignor will make the Loan available to the Assignee on the terms of this clause.

3.2 The Loan is interest free and unsecured.

3.3 The Assignee will repay the Loan on the fifth anniversary of the Transfer Date, unless both parties agree otherwise.

3.4 Despite Clause 3.3, the Loan is immediately repayable on demand to the Assignor if:

- 3.4.1 an administration order is made in relation to the Assignee or a receiver or manager or administrative receiver is appointed of the Assignee or any of the Assignee's assets or the Assignee enters into liquidation;
 - 3.4.2 any petition is presented, any resolution is proposed or any other steps or proceedings are taken which may lead to any other event referred to in Clause 3.4.1;
 - 3.4.3 any distress or execution is levied on or affects any of the Assignee's property or assets;
 - 3.4.4 the Assignee is deemed to be insolvent or unable to pay its debts; or
 - 3.4.5 the Assignee ceases to carry on business.
- 3.5 The Assignee will pay, on demand and on a full indemnity basis, all costs and expenses including VAT) which the Assignor may from time to time incur in connection with the Loan.

4. WARRANTIES

4.1 The Assignor warrants that:

- 4.1.1 it is the sole legal and beneficial owner of the Patents and the Know-how and it is properly registered as the applicant or proprietor of the Patents;
- 4.1.2 all application, registration and renewal fees in respect of each of the Patents have been paid;
- 4.1.3 it has not assigned or licensed any of the rights under the Patents or the Know-how except as set out in Schedule 3;
- 4.1.4 each Patent is free from any security interest, option, mortgage, charge or lien;
- 4.1.5 it is unaware of any infringement or likely infringement of, or any challenge or likely challenge to the validity of, any of the Patents or of anything that might render any of the Patents invalid or subject to a compulsory licence order or prevent any application in the Patents proceeding to grant;
- 4.1.6 so far as it is aware, exploitation of the Patents will not infringe the rights of any third party; and
- 4.1.7 all previous assignments of the Patents are valid and were registered within applicable time limits.

5. PROTECTION OF THE KNOW HOW

5.1 The Assignor shall keep the Know-how and any other confidential know-how relating to the Patents confidential and shall not:

- 5.1.1 use; or
- 5.1.2 disclose such confidential information in whole or in part to any third party,

except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement.

6. FURTHER ASSURANCE

- 6.1 At the Assignee's expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such

acts as may reasonably be required for the purpose of giving full effect to this agreement, including:

- 6.1.1 registration of the Assignee as applicant for, or proprietor of, the Patents;
- 6.1.2 removing Stephenson Group Limited as a licensee of the Patents; and
- 6.1.3 assisting the Assignee in obtaining, defending and enforcing the Patents, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this agreement.

7. ENTIRE AGREEMENT

- 7.1 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.
- 7.2 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.

8. WAIVER

- 8.1 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

9. VARIATION

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

10. SEVERANCE

- 10.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 10.2 If any provision or part-provision of this agreement is deemed deleted under clause 10.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11. THIRD PARTY RIGHTS

- 11.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 11.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

12. NOTICE

- 12.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
 - 12.1.1 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

- 12.1.2 sent by email to the email address of each party, as updated from time to time.
- 12.2 Any notice or communication shall be deemed to have been received:
- 12.2.1 if delivered by hand, on signature of a delivery receipt; and
- 12.2.2 if sent by pre-paid first-class 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; and
- 12.2.3 if sent by email, at the time of a successful delivery, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.2.3, 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. GOVERNING LAW AND JURISDICTION**
- 13.1 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 England.
- 13.2 Subject to Clause 13.3, each party irrevocably agrees that the courts of England 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.
- 13.3 Notwithstanding any other term in this agreement, either party may seek emergency interim injunctive relief in any jurisdiction it considers appropriate for an anticipatory or actual breach of Clause 5 of this Agreement or any related or similar cause of action.

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

SCHEDULE 2

Patents

Country	Status	Official title	Priority Date	Filing Number	Pub/Adv Number	Grant/Reg Number
Australia	Granted	Improvements in or related to carbonated beverages	29 Nov 2006	PCT/GB2007/004565		2007327113
Brazil	Pending	Improvements in or related to carbonated beverages	29 Nov 2006	PCT/GB2007/004565		
Brazil	Pending	Improvements in or relating to carbonated beverages	04 Sep 2013	PCT/GB2014/052644	2015/033118	
Canada	Granted	Improvements in or relating to carbonated beverages	29 Nov 2006	PCT/GB2007/004565		2670172
China	Granted	Improvements in or related to carbonated beverages	29 Nov 2006	PCT/GB2007/004565	CN 101553138A	ZL 200780043878.1
European Patent Office	Granted	Improvements in or relating to carbonated beverages	29 Nov 2006	PCT/GB2007/004565		2088876
European Patent Office	Pending	Improvements in or relating to carbonated beverages	04 Sep 2013	PCT/GB2014/052644	2015/033118	
France	Granted	Improvements in or relating to carbonated beverages	06 Jul 2007	07858765.6		2088876
Germany	Granted	Improvements in or relating to carbonated beverages	06 Jul 2007	07858765.6		2088876
Italy	Granted	Improvements in or relating to carbonated beverages	06 Jul 2007	07858765.6		2088876
India	Granted	Improvements in or related to carbonated beverages	29 Nov 2006	PCT/GB2007/004565		262712
Japan	Granted	Improvements in or related to carbonated beverages	29 Nov 2006	PCT/GB2007/004565	2010-510799	5345549
Mexico	Granted	Improvements in or related to carbonated beverages	29 Nov 2006	PCT/GB2007/004565		294059
Russian Federation	Granted	Improvements in or related to carbonated beverages	29 Nov 2006	PCT/GB2007/004565		2460381
South Africa	Granted	Improvements in or related to carbonated beverages	29 Nov 2006	PCT/GB2007/004565		2009/04433
South Africa	Pending	Improvements in or relating to carbonated beverages	04 Sep 2013	PCT/GB2014/052644	2015/033118	2016/02048
United Kingdom	Granted	Improvements in or relating to carbonated beverages	06 Jul 2007	07858765.6		2088876
United States of America	Granted	Improvements in or relating to carbonated	29 Nov 2006	13/137,905	2012-0009315	9,089,159

		beverages				
United States of America	Granted	Improvements in or relating to carbonated beverages	29 Nov 2006	PCT/GB2007/004565	US 2010/023 9727	8,962,052
United States of America	Granted	Improvements in or relating to gassed beverages	05 Jun 2008	14/222,942	2014034 2076	9125432
United States of America	Granted	Improvements in or relating to gaseous beverages	05 Jun 2008	PCT/GB2009/050430		8697162
United States of America	Pending	Improvements in or relating to carbonated beverages		14/047,498		

SCHEDULE 3

Licences

1. Licence between the Assignor and Stephenson Group Limited dated 7 June 2017 – terminated on the date of this agreement.
2. Licence between the Assignor and Diageo Great Britain Limited (507652) dated 20 March 2014.

Executed as a deed by Thos. Bentley & Son
Limited acting by, a director, in the presence of:

Director

Signature (Witness)

Print Name Lesley Taylor

Address 68 Scott Green Crescent
Gildersome, Morley, Leeds LS27 7DF

Occupation P.A.

Executed as a deed by Sustain CO2 Limited
acting by a director, in the presence of:

Director

Signature (Witness)

Print Name Lesley Taylor

Address 68 Scott Green Crescent
Gildersome, Morley, Leeds LS27 7DF

Occupation P.A.