

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5830224

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ENERGY TECHNOLOGIES INSTITUTE LLP	11/15/2019
KAMALDEEP KALSI	11/15/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KEW TECHNOLOGY LIMITED
<b>Street Address:</b>	38-39 ALBERT ROAD
<b>City:</b>	TAMWORTH
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	B79 7JS
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15345351
<b>Application Number:</b>	15345329
<b>Application Number:</b>	15345369
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(612)455-3801
<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>	
<b>Phone:</b>	612-455-3800
<b>Email:</b>	hmccarty@hsml.com
<b>Correspondent Name:</b>	HAMRE, SCHUMANN, MUELLER & LARSON, P.C.
<b>Address Line 1:</b>	45 SOUTH SEVENTH STREET, SUITE 2700
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<b>ATTORNEY DOCKET NUMBER:</b>	20210.0006US01
<b>NAME OF SUBMITTER:</b>	JAMES A. LARSON
<b>SIGNATURE:</b>	/James A. Larson/
<b>DATE SIGNED:</b>	11/20/2019
<b>Total Attachments: 8</b>	
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**PATENT ASSIGNMENT**

**DATED**

15<sup>th</sup> November 2019

**BETWEEN**

**ENERGY TECHNOLOGIES INSTITUTE LLP and  
DR KAMALDEEP KALSI**

**and**

**KEW TECHNOLOGY LIMITED**

THIS ASSIGNMENT is made on 15<sup>th</sup> November 2019 (the "Effective Date").

**BETWEEN:**

- (1) **ENERGY TECHNOLOGIES INSTITUTE LLP** a limited liability partnership incorporated and registered in England and Wales with company number OC333553 whose registered office is at Charnwood Building, Holywell Park, Loughborough, England LE11 3AQ (the "ETI"); and
- (2) **DR KAMALDEEP KALSI** of Penthouse, Galbraith House, 141 Great Charles Street Queensway, Birmingham, B3 3LG, England ("Dr Kalsi"),  
(the ETI and Dr Kalsi together being the "Assignors" and each an "Assignor"); and
- (3) **KEW TECHNOLOGY LIMITED**, a company incorporated and registered in England and Wales with company number 09999110 whose registered office is at 38-39 Albert Road, Tamworth, England, B79 7JS (the "Assignee"),

together the "Parties" and each a "Party" to this Assignment.

**WHEREAS:**

- A. Each of the ETI and Dr Kalsi has or may have certain rights, whether held individually by or jointly between them, in certain of the Patents (as defined herein).
- B. The Assignee wishes to acquire such rights, title and interest in and to the Patents (as defined herein) as the ETI and Dr Kalsi may have (whether individually or jointly) at the Effective Date.
- C. The Assignors have each agreed to assign to the Assignee, and the Assignee has agreed to acquire from each of the Assignors, such right, title and interest in and to the Patents as each of the Assignors may have at the Effective Date, on the terms set out herein.
- D. The Parties note that the ETI's registered office address changed to that indicated above on or around 10<sup>th</sup> January 2018; prior to such change, the ETI's registered office address was Holywell Building, Holywell Way, Loughborough, England LE11 3UZ.
- E. The Parties note that Dr Kalsi's address changed to that indicated above on or around 1 April 2018; prior to such change, Dr Kalsi's address was 115 The Belvedere, Homerton Street, Cambridge, Cambridgeshire, England CB2 0NU.

**AGREED TERMS:**

1. **Interpretation**

The following definitions and rules of interpretation apply in this Assignment unless the context otherwise requires.

1.1 **Definitions:**

**Assignment:** this Assignment including Schedule 1 hereto.

**Inventions:** each and any invention disclosed in the Patents.

**Patents:** the patents and patent applications short particulars of which are set out in Schedule 1 hereto.

- 1.2 Clause, schedule, annex and paragraph headings shall not affect the interpretation of this Assignment.
- 1.3 Reference to "**person**" includes any individual, entity, undertaking, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body of two or more of the foregoing (whether or not having separate legal personality and wherever incorporated or established), and that person's successors and permitted assigns.
- 1.4 The Schedule hereto forms part of this Assignment and shall have effect as if set out in full in the body of this Assignment. Any reference to this Assignment includes the Schedule and references to Clauses, paragraphs and schedules are to the clauses, paragraphs and schedules of this Assignment.
- 1.5 Unless the context otherwise requires, (i) words in the singular shall include the plural and words in the plural shall include the singular and (ii) words importing the whole shall be treated as including a reference to any part of the whole.
- 1.6 A reference to a Party (including, for the avoidance of doubt, references to each Assignor and to the Assignee) shall include that Party's successors and assigns.
- 1.7 A reference to a statute or statutory provision (i) is a reference to it as amended, extended or re-enacted from time to time and (ii) shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** excludes fax and email (and other transitory forms of words).
- 1.9 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.
2. **Assignment**
- 2.1 In consideration of the sum of £1.00 (receipt of which the Assignors expressly acknowledge), each of the Assignors hereby assigns to the Assignee, with no title guarantee, all such right, title and interest as such Assignor may have in and to the Patents and in and to the Inventions.
- 2.2 For the avoidance of doubt (and without prejudice to the generality of Clause 2.1, above), the assignment at Clause 2.1 includes, in the case of each Assignor:
- (a) its right to claim priority from, and to prosecute and obtain grant of, any of the Patents;
  - (b) its right to file an application, claim priority from such application, and prosecute and obtain grant of patent and/or other similar forms of protection in or in respect of the Inventions throughout the world;
  - (c) its right to file divisional, continuation and continuation-in-part applications based on the whole or any part of any of the Patents and to prosecute and obtain grant of patent on each and any such application;
  - (d) its 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 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;

- (e) its entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
- (f) such rights of action that may accrue or that have accrued in respect of any of the rights described above, including without limitation the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain damages recovered) in respect of any infringement, or any other cause of action arising from ownership of any of the Patents or any patents granted on any of the applications comprised in the Patents or filed as aforesaid, whether occurring before, on, or after the date of this Assignment,

in each case where and to the extent that any such right vests in such Assignor at the Effective Date.

**3. Further assurance**

At the Assignee's expense, each Party shall execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Assignment (including registration of the Assignee as applicant for, or proprietor of, the Patents), save that the ETI's obligations under this Clause 3 (whether still to be performed or otherwise) shall cease with immediate effect on 17<sup>th</sup> December 2019.

**4. Variation**

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

**5. Third Party rights**

This Assignment does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Assignment.

**6. Governing law**

This Assignment 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 and Wales.

**7. Jurisdiction**

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

**IN WITNESS** whereof this Assignment has been entered into on the date first above written.

Signed on behalf of THE ENERGY  
TECHNOLOGIES INSTITUTE LLP in the  
presence of:

Signature

Name

Position

Signature

Name

Position

Signature of Witness:

Name:

Address:

Occupation:

Sarah Albany  
SARAH ANN ALBANY  
AFRICA HOUSE, 70 KINGSWAY, LONDON  
NOTARY PUBLIC

SIGNED by DR KAMALDEEP KALSI in the  
presence of:

Signature

Signature of Witness:

Name:

Address:

Occupation:

Sarah Albany  
SARAH ANN ALBANY  
AFRICA HOUSE, 70 KINGSWAY, LONDON  
NOTARY PUBLIC

Signed on behalf of KEW TECHNOLOGY  
LIMITED in the presence of:

}   
Signature

Name

Ken Clow

Position

COO

Signature of Witness:

Name:



Address:

SARAH ANN

Occupation:

AFRICA HOUSE, 70 KINGSWAY, LONDON

NOTARY PUBLIC



# Schedule 1

## Patents

Jurisdiction	Application Number	Patent Number	Title
Canada	3026790		Heat Exchanger
Canada	3026795		Equilibrium Approach Reactor
Canada	3026797		High Temperature Multiphase Injection Device
European Patent Office	17737008.7		Heat Exchanger
European Patent Office	17740062.9		Equilibrium Approach Reactor
European Patent Office	17739629.8		High Temperature Multiphase Injection Device
India	201817045656		Heat Exchanger
India	201817045654		Equilibrium Approach Reactor
India	201817045655		High Temperature Multiphase Injection Device
Indonesia	PID-2018-10631		Heat Exchanger
Indonesia	PID-2018-10629		Equilibrium Approach Reactor
Indonesia	PID-2018-10632		High Temperature Multiphase Injection Device
Japan	2019-516280		Heat Exchanger
Japan	2019-516281		Equilibrium Approach Reactor
Japan	2019-516282		High Temperature Multiphase Injection Device
PCT	PCT/GB2017/051571		Heat Exchanger
PCT	PCT/GB2017/051573		Equilibrium Approach Reactor
PCT	PCT/GB2017/051574		High Temperature Multiphase Injection Device
United Kingdom	1609847.7	2551134	Heat Exchanger
United Kingdom	1609849.3		Equilibrium Approach Reactor
United Kingdom	1609850.1		High Temperature Multiphase Injection Device

United States of America	15/345351	10401096	Heat Exchanger
United States of America	15/345329		Equilibrium Approach Reactor
United States of America	15/345369		High Temperature Multiphase Injection Device