

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5878372

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CELLNOVO LIMITED	06/19/2019
RECEIVING PARTY DATA		
Name:	INSULET NETHERLANDS B.V.	
Street Address:	SCHIPHOL BOULEVARD 359 D TOWER 11T	
City:	SCHIPHOL	
State/Country:	NETHERLANDS	
Postal Code:	1118 BJ	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	16599076	
Application Number:	16592679	
CORRESPONDENCE DATA		
Fax Number:		
<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:	925-570-8187	
Email:	garcia.loretta@gmail.com	
Correspondent Name:	KANG S. LIM	
Address Line 1:	3494 CAMINO TASSAJARA #444	
Address Line 4:	DANVILLE, CALIFORNIA 94506	
NAME OF SUBMITTER:	KANG S. LIM	
SIGNATURE:	/KANG S. LIM/	
DATE SIGNED:	12/19/2019	
Total Attachments: 16		
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DATED 19 June 2019

CELLNOVO LIMITED (IN ADMINISTRATION)

and

GRAHAM PAUL BUSHBY and NICHOLAS JOHN
EDWARDS

(JOINT ADMINISTRATORS)

and

INSULET NETHERLANDS B.V.

DEED OF ASSIGNMENT OF CERTAIN INTELLECTUAL
PROPERTY RIGHTS

This DEED is dated 19 June

2019

- (1) **CELLNOVO LIMITED (IN ADMINISTRATION)** incorporated and registered in England and Wales with company number 04349221, previously known as Starbarga Limited and Starbridge Systems Limited, whose registered office is at c/o RSM Restructuring Advisory LLP, The Pinnacle, 170 Midsummer Boulevard, Milton Keynes, Buckinghamshire MK9 1BP acting by the Administrators (**Cellnovo**);
- (2) **GRAHAM PAUL BUSHBY** and **NICHOLAS JOHN EDWARDS** as joint administrators of **Cellnovo** both of RSM Restructuring Advisory LLP of The Pinnacle, 170 Midsummer Boulevard, Milton Keynes, Buckinghamshire MK9 1BP (the **Administrators**); and
- (3) **INSULET NETHERLANDS B.V.** incorporated and registered in the Netherlands with company number 70798273 whose registered office is at Schiphol Boulevard 359 D Tower, 11T, 1118 BJ Schiphol, Netherlands (**Insulet**).

BACKGROUND

- (A) The Administrators were appointed joint administrators of Cellnovo on 26 March 2019 by the directors of Cellnovo under paragraph 22 of Schedule B1 to the Insolvency Act 1986.
- (B) Cellnovo previously carried on the Business using the IPR Assets (all defined below).
- (C) Cellnovo acting by the Administrators, has agreed to assign to Insulet all such right, title and interest (if any) as Cellnovo has in or to the IPR Assets on the terms of this Deed (all defined below).
- (D) The Administrators have entered into this Deed solely for the purpose of obtaining the benefit of the provisions in their favour and shall incur no personal liability of any kind under or in connection with this Deed.

AGREED TERMS

1 INTERPRETATION

1.1 The defined terms used in this Deed have the following meanings:

Business	the business of the development, manufacture and supply of medical equipment carried on by Cellnovo.
Charge Holders' Security	has the meaning given to it in the SPA
Completion Date	the date of this Deed.
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, moral rights, trade marks including provisionals and non-provisionals, and any unfiled invention disclosures, know how, business names and domain names, rights in get-up,

goodwill and the right to sue for passing off, rights in designs, rights in computer software, 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.

IPR Assets all Intellectual Property Rights owned, used or held for use by Cellnovo including but not limited to the assets specified in Schedule 1, Schedule 2 and Schedule 3 and all divisional, continuing, continuation-in-part, substitute, renewal, reissue, foreign counterparts and national phase applications thereof.

Purchase Price has the meaning given to it in the SPA.

SPA the sale and purchase agreement to be entered into on or around the date of this Deed, between (1) Cellnovo; (2) the Administrators; and (3) Insulet.

2 ASSIGNMENT

2.1 In consideration of the payment by Insulet of £1 to the Administrators on behalf of Cellnovo, receipt of which is hereby acknowledged by the Administrators, Cellnovo hereby assigns to Insulet all such right, title and interest (if any) as Cellnovo has in or to the IPR Assets, together with:

2.1.1 all of Cellnovo's right, title and interest in any registrations granted pursuant to any of the applications comprised in the IPR Assets; and

2.1.2 all rights to bring, make, have made, use, offer for sale, sell, import, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement or for passing off or any other cause of action arising from ownership, of any of the IPR Assets whether occurring before or after the Completion Date.

2.2 For the avoidance of doubt, other than those rights or assets of Cellnovo listed at clause 2.1 no other rights or assets of Cellnovo are included in this assignment. In particular:

2.2.1 no third party rights are assigned, for example no third party open source code/software in the IPR Assets is assigned; and

2.2.2 no office holder claims or other claims of the Administrators are assigned.

2.3 Cellnovo shall as soon as reasonably practicable after the Completion Date, deliver to Insulet all documents of title in its possession in respect of the IPR Assets.

2.4 Cellnovo hereby authorises Insulet, its successors, legal representatives, and assigns, to insert in this Deed any further identification or information (including, but not limited to, patent application number or dates) which may be necessary or desirable in order to comply with the rules of any government entity for the recordation of this Deed, and to sign or execute all papers and (solely at the expense of Insulet) to use reasonable endeavours to perform any necessary acts on its behalf, to the fullest extent permitted by law.

3 NO PERSONAL LIABILITY OF THE ADMINISTRATORS

3.1 The parties agree that the Administrators are acting on behalf of Cellnovo and are party to this Deed in their own capacity solely for the purpose of receiving and enforcing the obligations of Insulet.

3.2 The parties agree that the Administrators have entered into and signed this Deed for and on behalf of Cellnovo and the Administrators shall incur no personal liability whatsoever whether on its own part or in respect of any failure on the part of Cellnovo to observe, perform or comply with any obligations hereunder or under or in relation to any associated arrangements or negotiations, whether such liability would arise under the Insolvency Act 1986 or otherwise howsoever.

3.3 Cellnovo agrees that the Administrators shall be entitled to enforce the provisions of this Deed on the basis that the consideration given by it under this Deed includes the fact that the Administrators are causing Cellnovo to grant the assignment in this Deed.

4 EXCLUSIONS

4.1 Subject to clause 4.5, all representations, warranties, conditions, guarantees and stipulations, express or implied, statutory, customary or otherwise in respect of the IPR Assets or any of the rights, title and interests transferred or agreed to be transferred pursuant to this Deed are expressly excluded (including warranties and conditions as to title, quiet possession, merchantable or satisfactory quality, fitness for purpose and description). Except as expressly set out in this Deed, any lists contained in any schedule or annexe shall not constitute any warranty in respect of Cellnovo's ownership of the listed items or otherwise.

4.2 The IPR Assets assigned under this Deed are assigned in their condition and locations as at the time of the making of this Deed and subject to all faults, liens, executions, distrains, encumbrances (but excluding the Charge Holders' Security) and claims of third parties; the expense of discharging which shall be met by Insulet. Unless otherwise required by law (and then only to that extent), Cellnovo and the Administrators and each of them shall not be liable for any loss arising out of, or due to, or caused by any defect or deficiencies in any or all of the IPR Assets.

- 4.3 Insulet agrees that the terms and conditions of this Deed and the exclusions and limitations contained in it are fair and reasonable having regard to the following:
- (a) that this is an assignment by an insolvent company in circumstances where the Administrators' knowledge of the IPR Assets is limited and it is usual that no representations and warranties are given by or on behalf of Cellnovo or the Administrators;
 - (b) that Insulet has relied solely on the opinions of itself and its professional advisors concerning the IPR Assets or any of them, their quality, condition, description, fitness and suitability for any purpose, the possibility that some or all of them may have defects not apparent on inspection and examination, and the use it intends or proposes to put them to;
 - (c) that Insulet has agreed to take assignment of the IPR Assets or any of them "as seen" in their present state and condition for a consideration that takes into account the risk to Insulet represented by the parties' belief that the said exclusions and limitations are or would be recognised by the courts; and
 - (d) that Insulet, its representatives and advisers have been given every opportunity it or they may wish to have to examine and inspect the IPR Assets or any of them and all relevant documents relating to them.
- 4.4 Insulet acknowledges that it has not entered into this Deed in reliance upon any representations, agreements, statements or replies to specific enquiries (whether oral or written) made or alleged to have been made by Cellnovo, the Administrators or its or their representatives at any time.
- 4.5 Nothing in this Deed operates to limit or exclude any liability for negligence, fraud or fraudulent misrepresentation.
- 4.6 Insulet acknowledges that if Cellnovo does not have title or unencumbered title to any or all of the IPR Assets, or if Insulet cannot exercise any right conferred or purported to be conferred on it by this Deed, this shall not be a ground or grounds for rescinding, avoiding or varying any or all of the provisions of this Deed, or for any reduction or repayment of any part of the consideration.
- 4.7 For the avoidance of doubt, neither of Cellnovo nor the Administrators have conducted any investigations into whether the IPR Assets infringe the rights of any third parties and no warranty or representation is given in this regard.
- 4.8 Insulet acknowledges that in entering into this Deed it is relying entirely on its own knowledge, enquiries, professional advice and judgment and is placing no reliance on any warranty, representation or silence on the part of Cellnovo or the Administrators.

4.9 Cellnovo shall not be liable for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, indirect loss, or consequential loss incurred by Insulet following completion of this Deed.

4.10 Subject to clause 4.9, the liability of Cellnovo to Insulet, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Deed, shall not exceed the total of the Purchase Price

5 MISCELLANEOUS PROVISIONS

5.1 No term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Deed.

5.2 If any provision or part-provision of this Deed 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 5 shall not affect the validity and enforceability of the rest of this Deed.

5.3 A variation of this Deed must be in writing and signed by or on behalf of each party (or their authorised representatives).

5.4 No failure by Cellnovo or the Administrators to exercise or delay in exercising any right or remedy provided under this Deed or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part.

5.5 This Deed may be executed in any number of counterparts and by the parties on separate counterparts, all of which taken together constitute one and the same instrument.

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

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

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- IPR ASSETS

1. All patents and know-how, including those set out in Schedule 2
2. All trademarks, including those set out in Schedule 3
3. All trade secrets
4. All regulatory files and data, including but not limited to:
 - i. all technical documentation or files;
 - ii. current and previous ISO/CE/DE certificates;
 - iii. all review reports and important communications with the notified body;
 - iv. all FDA files and clinical trial data; and
 - v. all design history files, device master record and post-market surveillance data required for CE/FDA 510K
5. All proprietary test methods used in connection with the design history files
6. All technical documents, including design output and research results
7. All research and development documents
8. All components and tooling which includes all of the hard assets that enable suppliers to make the Cellnovo specific components and parts including without limitation all molds, masks, and patterns
9. All drawings for components, subassemblies and finished goods
10. All manufacturing work instructions

SCHEDULE 2 – PATENTS

CHAPMAN·IP

Cellnovo Limited Patents & Patent Applications
15 February 2019

FILE #	TITLE	COUNTRY	STATUS	APPLICATION #	DATE FILED	PATENT #	GRANT DATE
P3123AUPC	<u>MICRO-VALVE</u>	Australia	Granted	2007310633	25-Oct-2007	2007310633	07-Mar-2013
P3123BEEP	<u>MICRO-VALVE</u>	Belgium	Granted	078243151	25-Oct-2007	EP2077888	09-Dec-2015
P3123CAPC	<u>MICRO-VALVE</u>	Canada	Granted	2,667,528	25-Oct-2007	2667528	09-Apr-2013
P3123CHEP	<u>MICRO-VALVE</u>	Switzerland	Granted	078243151	25-Oct-2007	EP2077888	09-Dec-2015
P3123CNPC	<u>MICRO-VALVE</u>	China	Granted	200780048131.5	25-Oct-2007	200780048131.5	07-Sep-2016
P3123DEEP	<u>MICRO-VALVE</u>	Germany	Granted	078243151	25-Oct-2007	EP2077888	09-Dec-2015
P3123DKEP	<u>MICRO-VALVE</u>	Denmark	Granted	078243151	25-Oct-2007	EP2077888	09-Dec-2015
P3123EPPC	<u>MICRO-VALVE</u>	European Patent Office	Granted	07824315.1	25-Oct-2007	EP2077888	09-Dec-2015
P3123FREP	<u>MICRO-VALVE</u>	France	Granted	078243151	25-Oct-2007	EP2077888	09-Dec-2015
P3123GBEP	<u>MICRO-VALVE</u>	United Kingdom	Granted	078243151	25-Oct-2007	EP2077888	09-Dec-2015
P3123GBPC	<u>MICRO-VALVE</u>	United Kingdom	Granted	0621343.3	25-Oct-2006	GB2443260	07-Jan-2009
P3123IEEP	<u>MICRO-VALVE</u>	Ireland	Granted	078243151	25-Oct-2007	EP2077888	09-Dec-2015
P3123INPC	<u>MICRO-VALVE</u>	India	Granted	2728/DELNP/2009	25-Oct-2007	300446	29-Aug-2018
P3123ITEP	<u>MICRO-VALVE</u>	Italy	Granted	078243151	25-Oct-2007	EP2077888	09-Dec-2015
P3123JPPC	<u>MICRO-VALVE</u>	Japan	Granted	2009533942	25-Oct-2007	5154560	14-Dec-2012
P3123KRPC	<u>MICRO-VALVE</u>	Republic of Korea	Granted	10-2009-7010652	25-Oct-2007	10-1522726	18-May-2015
P3123LUEP	<u>MICRO-VALVE</u>	Luxembourg	Granted	078243151	25-Oct-2007	EP2077888	09-Dec-2015
P3123NLEP	<u>MICRO-VALVE</u>	Netherlands	Granted	078243151	25-Oct-2007	EP2077888	09-Dec-2015
P3123SEEP	<u>MICRO-VALVE</u>	Sweden	Abandoned	078243151	25-Oct-2007	EP2077888	09-Dec-2015
P3123US00	<u>MICRO-VALVE</u>	United States of America	Granted	13/278,426	21-Oct-2011	8920386	30-Dec-2014
P3123USPC	<u>MICRO-VALVE</u>	United States of America	Granted	12/447,223	25-Oct-2007	8048041	01-Nov-2011
P3125ATEP	<u>WAX ACTUATOR</u>	Austria	Granted	07824317.7	25-Oct-2007	EP2076675	26-Jul-2017
P3125AUPC	<u>WAX ACTUATOR</u>	Australia	Granted	2007310635	25-Oct-2007	2007310635	01-May-2014
P3125BEEP	<u>WAX ACTUATOR</u>	Belgium	Granted	07824317.7	25-Oct-2007	EP2076675	26-Jul-2017
P3125CAPC	<u>WAX ACTUATOR</u>	Canada	Granted	2,667,529	25-Oct-2007	2667529	21-Oct-2014
P3125CHEP	<u>WAX ACTUATOR</u>	Switzerland	Granted	07824317.7	25-Oct-2007	EP2076675	26-Jul-2017
P3125CNPC	<u>WAX ACTUATOR</u>	China	Granted	200780048185.1	25-Oct-2007	200780048185.1	13-Feb-2013
P3125DEEP	<u>WAX ACTUATOR</u>	Germany	Granted	07824317.7	25-Oct-2007	EP2076675	26-Jul-2017
P3125DKEP	<u>WAX ACTUATOR</u>	Denmark	Granted	07824317.7	25-Oct-2007	EP2076675	26-Jul-2017
P3125EPPC	<u>WAX ACTUATOR</u>	European Patent Office	Granted	07824317.7	25-Oct-2007	EP2076675	26-Jul-2017
P3125FREP	<u>WAX ACTUATOR</u>	France	Granted	07824317.7	25-Oct-2007	EP2076675	26-Jul-2017
P3125GB01	<u>WAX ACTUATOR</u>	United Kingdom	Granted	0902352.4	26-Oct-2006	GB2456681	11-Nov-2009
P3125GBEP	<u>WAX ACTUATOR</u>	United Kingdom	Granted	07824317.7	25-Oct-2007	EP2076675	26-Jul-2017
P3125GBPC	<u>WAX ACTUATOR</u>	United Kingdom	Granted	0621344.4	25-Oct-2006	GB2443261	22-Apr-2009
P3125IEEP	<u>WAX ACTUATOR</u>	Ireland	Granted	07824317.7	25-Oct-2007	EP2076675	26-Jul-2017
P3125INPC	<u>WAX ACTUATOR</u>	India	Pending	2729/DELNP/2009	25-Oct-2007		
P3125ITEP	<u>WAX ACTUATOR</u>	Italy	Granted	07824317.7	25-Oct-2007	EP2076675	26-Jul-2017
P3125JPPC	<u>WAX ACTUATOR</u>	Japan	Granted	20090533943	25-Oct-2007	4945640	09-Mar-2012
P3125KRPC	<u>WAX ACTUATOR</u>	Republic of Korea	Granted	KR20097010076	25-Oct-2007	10-1463187	12-Nov-2014
P3125LUEP	<u>WAX ACTUATOR</u>	Luxembourg	Granted	07824317.7	25-Oct-2007	EP2076675	26-Jul-2017
P3125NLEP	<u>WAX ACTUATOR</u>	Netherlands	Granted	07824317.7	25-Oct-2007	EP2076675	26-Jul-2017
P3125ROEP	<u>WAX ACTUATOR</u>	Romania	Granted	07824317.7	25-Oct-2007	EP2076675	26-Jul-2017
P3125USPC	<u>WAX ACTUATOR</u>	United States of America	Granted	12/447,225	25-Oct-2007	8784403	22-Jul-2014
P3174AUPC	<u>Displacement Sensor</u>	Australia	Granted	2009299570	02-Oct-2009	2009299570	04-Jun-2015
P3174BEEP	<u>Displacement Sensor</u>	Belgium	Granted	09785190.1	02-Oct-2009	EP2340415	13-Jul-2016
P3174CAPC	<u>Displacement Sensor</u>	Canada	Granted	2,739,404	02-Oct-2009	2739404	18-Oct-2016
P3174CNPC	<u>Displacement Sensor</u>	China	Granted	200980139388.0	02-Oct-2009	200980139388.0	18-Dec-2013
P3174DEEP	<u>Displacement Sensor</u>	Germany	Granted	09785190.1	02-Oct-2009	EP2340415	13-Jul-2016
P3174EPPC	<u>Displacement Sensor</u>	European Patent Office	Granted	09785190.1	02-Oct-2009	EP2340415	13-Jul-2016
P3174FREP	<u>Displacement Sensor</u>	France	Granted	09785190.1	02-Oct-2009	EP2340415	13-Jul-2016
P3174GB00	<u>Displacement Sensor</u>	United Kingdom	Abandoned	0818077.0	02-Oct-2008	GB2464114	13-Jun-2012
P3174GBEP	<u>Displacement Sensor</u>	United Kingdom	Granted	09785190.1	02-Oct-2009	EP2340415	13-Jul-2016
P3174INPC	<u>Displacement Sensor</u>	India	Pending	1780/KOLNP/2011	02-Oct-2009		
P3174ITEP	<u>Displacement Sensor</u>	Italy	Granted	09785190.1	02-Oct-2009	EP2340415	13-Jul-2016
P3174JPPC	<u>Displacement Sensor</u>	Japan	Granted	2011-529617	02-Oct-2009	5600320	22-Aug-2014
P3174LUEP	<u>Displacement Sensor</u>	Luxembourg	Granted	09785190.1	02-Oct-2009	EP2340415	13-Jul-2016
P3174NLEP	<u>Displacement Sensor</u>	Netherlands	Granted	09785190.1	02-Oct-2009	EP2340415	13-Jul-2016
P3174USPC	<u>Displacement Sensor</u>	United States of America	Granted	13/075,796	30-Mar-2011	8729912	20-May-2014
P4548ATEP	<u>TOKEN</u>	Austria	Granted	15709727.0	30-Jan-2015	EP3100191	28-Feb-2018
P4548BEEP	<u>TOKEN</u>	Belgium	Granted	15709727.0	30-Jan-2015	EP3100191	28-Feb-2018
P4548BRPC	<u>TOKEN</u>	Brazil	Pending	BR112016016799-6	30-Jan-2015		
P4548CAPC	<u>TOKEN</u>	Canada	Pending	2,935,614	30-Jan-2015		
P4548CHEP	<u>TOKEN</u>	Switzerland	Granted	15709727.0	30-Jan-2015	EP3100191	28-Feb-2018
P4548CNPC	<u>TOKEN</u>	China	Pending	201580005872.X	30-Jan-2015		
P4548DEEP	<u>TOKEN</u>	Germany	Granted	15709727.0	30-Jan-2015	EP3100191	28-Feb-2018
P4548DKEP	<u>TOKEN</u>	Denmark	Granted	15709727.0	30-Jan-2015	EP3100191	28-Feb-2018
P4548EPPC	<u>TOKEN</u>	European Patent Office	Granted	15709727.0	30-Jan-2015	EP3100191	28-Feb-2018
P4548FREP	<u>TOKEN</u>	France	Granted	15709727.0	30-Jan-2015	EP3100191	28-Feb-2018

P4548GB00	TOKEN	United Kingdom	Pending	1401589.5	30-Jan-2014	
P4548GBEP	TOKEN	United Kingdom	Granted	15709727.0	30-Jan-2015 EP3100191	28-Feb-2018
P4548HK00	TOKEN	Hong Kong	Pending	16103966.6	30-Jan-2014	
P4548IEEP	TOKEN	Ireland	Granted	15709727.0	30-Jan-2015 EP3100191	28-Feb-2018
P4548INPC	TOKEN	India	Pending	201627021990	30-Jan-2015	
P4548ITEP	TOKEN	Italy	Granted	15709727.0	30-Jan-2015 EP3100191	28-Feb-2018
P4548JPPC	TOKEN	Japan	Pending	2016-548349	30-Jan-2015	
P4548KRPC	TOKEN	Republic of Korea	Granted	10-2016-7023323	30-Jan-2015 KR101879784 B1	12-Jul-2018
P4548LUEP	TOKEN	Luxembourg	Granted	15709727.0	30-Jan-2015 EP3100191	28-Feb-2018
P4548MXPC	TOKEN	Mexico	Granted	MX/A/2016/009548	30-Jan-2015 357524	12-Jul-2018
P4548NLPE	TOKEN	Netherlands	Granted	15709727.0	30-Jan-2015 EP3100191	28-Feb-2018
P4548PC00	TOKEN	PCT	Granted	PCT/GB2015/050250	30-Jan-2015	
P4548ROEP	TOKEN	Romania	Granted	15709727.0	30-Jan-2015 EP3100191	28-Feb-2018
P4548TW00	TOKEN	Taiwan R.O.C.	Pending	104103156	30-Jan-2015	
P4548USPC	TOKEN	United States of America	Granted	15/114,834	30-Jan-2015	
P4549ATEP	SYNCH ON SUSPEND	Austria	Granted	15708020.1	30-Jan-2015 EP3100188	27-Jun-2018
P4549BEEP	SYNCH ON SUSPEND	Belgium	Granted	15708020.1	30-Jan-2015 EP3100188	27-Jun-2018
P4549BRPC	SYNCH ON SUSPEND	Brazil	Pending	BR112016016800-3	30-Jan-2015	
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P4549CHEP	SYNCH ON SUSPEND	Switzerland	Granted	15708020.1	30-Jan-2015 EP3100188	27-Jun-2018
P4549CNPC	SYNCH ON SUSPEND	China	Pending	201580005882.3	30-Jan-2015	
P4549DEEP	SYNCH ON SUSPEND	Germany	Granted	15708020.1	30-Jan-2015 60 2015 012 719.6	27-Jun-2018
P4549DKEP	SYNCH ON SUSPEND	Denmark	Granted	15708020.1	30-Jan-2015 EP3100188	27-Jun-2018
P4549EPPC	SYNCH ON SUSPEND	European Patent Office	Granted	15708020.1	30-Jan-2015 EP3100188	27-Jun-2018
P4549FREP	SYNCH ON SUSPEND	France	Granted	15708020.1	30-Jan-2015 EP3100188	27-Jun-2018
P4549GB00	SYNCH ON SUSPEND	United Kingdom	Pending	1401590.3	30-Jan-2014	
P4549GBEP	SYNCH ON SUSPEND	United Kingdom	Granted	15708020.1	30-Jan-2015 EP3100188	27-Jun-2018
P4549HK00	SYNCH ON SUSPEND	Hong Kong	Pending	16100713.8	30-Jan-2014	
P4549IEEP	SYNCH ON SUSPEND	Ireland	Granted	15708020.1	30-Jan-2015 EP3100188	27-Jun-2018
P4549INPC	SYNCH ON SUSPEND	India	Pending	201627021991	30-Jan-2015	
P4549ITEP	SYNCH ON SUSPEND	Italy	Granted	15708020.1	30-Jan-2015 EP3100188	27-Jun-2018
P4549JPPC	SYNCH ON SUSPEND	Japan	Pending	2016-548382	30-Jan-2015	
P4549KRPC	SYNCH ON SUSPEND	Republic of Korea	Granted	10-2016-7023324	30-Jan-2015 10-1859122	11-May-2018
P4549LUEP	SYNCH ON SUSPEND	Luxembourg	Granted	15708020.1	30-Jan-2015 EP3100188	27-Jun-2018
P4549MXPC	SYNCH ON SUSPEND	Mexico	Granted	MX/a/2016/009549	30-Jan-2015 354977	27-Mar-2018
P4549NLPE	SYNCH ON SUSPEND	Netherlands	Granted	15708020.1	30-Jan-2015 EP3100188	27-Jun-2018
P4549PC00	SYNCH ON SUSPEND	PCT	Granted	PCT/GB2015/050249	30-Jan-2015	
P4549ROEP	SYNCH ON SUSPEND	Romania	Granted	15708020.1	30-Jan-2015 EP3100188	27-Jun-2018
P4549TW00	SYNCH ON SUSPEND	Taiwan R.O.C.	Pending	104103157	30-Jan-2015	
P4549USPC	SYNCH ON SUSPEND	United States of America	Granted	15/114,837	30-Jan-2015 9813985	07-Nov-2017
P4550EPPC	PAIRING	European Patent Office	Pending	15708019.3	30-Jan-2015	
P4550GB00	PAIRING	United Kingdom	Pending	1401591.1	30-Jan-2014	
P4550HK00	PAIRING	Hong Kong	Pending	16103015.7	30-Jan-2014	
P4550PC00	PAIRING	PCT	Granted	PCT/GB2015/050248	30-Jan-2015	
P4550TW00	PAIRING	Taiwan R.O.C.	Pending	104103158	30-Jan-2015	
P4550USPC	PAIRING	United States of America	Pending	15/114,843	30-Jan-2015	
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P4551EPPC	PIN ALIGNMENT	European Patent Office	Pending	15708018.5	30-Jan-2015	
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P4551HK00	PIN ALIGNMENT	Hong Kong	Pending	16104431.1	30-Jan-2014	
P4551INPC	PIN ALIGNMENT	India	Pending	201627021989	30-Jan-2015	
P4551JPPC	PIN ALIGNMENT	Japan	Pending	2016-548381	30-Jan-2015	
P4551KRPC	PIN ALIGNMENT	Republic of Korea	Granted	10-2016-7023325	30-Jan-2015 10-1858019	09-May-2018
P4551MXPC	PIN ALIGNMENT	Mexico	Pending	MX/a/2016/009550	30-Jan-2015	
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P4551USPC	PIN ALIGNMENT	United States of America	Granted	15/114,838	30-Jan-2015	
P4552ATEP	FAULTY CARTRIDGE	Austria	Granted	15708021.9	30-Jan-2015 EP3099355	14-Mar-2018
P4552BEEP	FAULTY CARTRIDGE	Belgium	Granted	15708021.9	30-Jan-2015 EP3099355	14-Mar-2018
P4552BRPC	FAULTY CARTRIDGE	Brazil	Pending	BR112016016801-1	30-Jan-2015	
P4552CAPC	FAULTY CARTRIDGE	Canada	Pending	2,935,692	30-Jan-2015	
P4552CHEP	FAULTY CARTRIDGE	Switzerland	Granted	15708021.9	30-Jan-2015 EP3099355	14-Mar-2018
P4552CNPC	FAULTY CARTRIDGE	China	Pending	201580005880.4	30-Jan-2015	
P4552DEEP	FAULTY CARTRIDGE	Germany	Granted	15708021.9	30-Jan-2015 EP3099355	14-Mar-2018
P4552DKEP	FAULTY CARTRIDGE	Denmark	Granted	15708021.9	30-Jan-2015 EP3099355	14-Mar-2018
P4552EPPC	FAULTY CARTRIDGE	European Patent Office	Granted	15708021.9	30-Jan-2015 EP3099355	14-Mar-2018
P4552FREP	FAULTY CARTRIDGE	France	Granted	15708021.9	30-Jan-2015 EP3099355	14-Mar-2018
P4552GB00	FAULTY CARTRIDGE	United Kingdom	Pending	1401587.9	30-Jan-2014	
P4552GBEP	FAULTY CARTRIDGE	United Kingdom	Granted	15708021.9	30-Jan-2015 EP3099355	14-Mar-2018
P4552HK00	FAULTY CARTRIDGE	Hong Kong	Pending	16104433.9	30-Jan-2014	
P4552IEEP	FAULTY CARTRIDGE	Ireland	Granted	15708021.9	30-Jan-2015 EP3099355	14-Mar-2018

<u>P4552INPC</u>	<u>FAULTY CARTRIDGE</u>	India	Pending	201627021992	30-Jan-2015	
<u>P4552ITEP</u>	<u>FAULTY CARTRIDGE</u>	Italy	Granted	15708021.9	30-Jan-2015	EP3099355 14-Mar-2018
<u>P4552JPPC</u>	<u>FAULTY CARTRIDGE</u>	Japan	Pending	2016-548379	30-Jan-2015	
<u>P4552KRPC</u>	<u>FAULTY CARTRIDGE</u>	Republic of Korea	Granted	10-2016-7023326	30-Jan-2015	10-1869769 15-Jun-2018
<u>P4552LUEP</u>	<u>FAULTY CARTRIDGE</u>	Luxembourg	Granted	15708021.9	30-Jan-2015	EP3099355 14-Mar-2018
<u>P4552MXPC</u>	<u>FAULTY CARTRIDGE</u>	Mexico	Pending	MX/a/2016/009551	30-Jan-2015	
<u>P4552NLEP</u>	<u>FAULTY CARTRIDGE</u>	Netherlands	Granted	15708021.9	30-Jan-2015	EP3099355 14-Mar-2018
<u>P4552PC00</u>	<u>FAULTY CARTRIDGE</u>	PCT	Granted	PCT/G82015/050251	30-Jan-2015	
<u>P4552ROEP</u>	<u>FAULTY CARTRIDGE</u>	Romania	Granted	15708021.9	30-Jan-2015	EP3099355 14-Mar-2018
<u>P4552TW00</u>	<u>FAULTY CARTRIDGE</u>	Taiwan R.O.C.	Pending	104103169	30-Jan-2015	
<u>P4552USPC</u>	<u>FAULTY CARTRIDGE</u>	United States of America	Pending	15/114,840	30-Jan-2015	
<u>P4553EPPC</u>	<u>DIODE</u>	European Patent Office	Pending	15708022.7	30-Jan-2015	
<u>P4553GB00</u>	<u>DIODE</u>	United Kingdom	Pending	1401586.1	30-Jan-2014	
<u>P4553HK00</u>	<u>DIODE</u>	Hong Kong	Pending	16105152.5	30-Jan-2014	
<u>P4553PC00</u>	<u>DIODE</u>	PCT	Granted	PCT/G82015/050252	30-Jan-2015	
<u>P4553TW00</u>	<u>DIODE</u>	Taiwan R.O.C.	Pending	104103170	30-Jan-2015	
<u>P4553USPC</u>	<u>DIODE</u>	United States of America	Pending	15/114,842	30-Jan-2015	

SCHEDULE 3 - TRADEMARKS



WKS/289621856.1

Celhovo Trade Marks

17-Jun-2019

TITLE	COUNTRY	STATUS	APPLICATION #	DATE FILED	Comments
<u>MDM (word)</u>					
CELLNOVO	European Union	Registered	009942632	05-May-2011	
CELLNOVO	European Union	Opposed	8136921	04-Mar-2009	Not handled by Murgitroyd & Co.
C.PAI	United States of America	Pending	77/708,262	07-Apr-2009	
C.ONILOINE	European Union	Registered	12422085	12-Dec-2013	
	European Union	Registered	12422069	12-Dec-2013	

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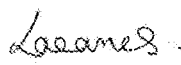
EXECUTED as a DEED

By **NICHOLAS JOHN EDWARDS** in his own capacity and on behalf of **GRAHAM PAUL BUSHBY** without personal liability and solely for the purpose of obtaining the benefit of the provisions of this Deed expressed to be conferred upon the Administrators



in the presence of:

Witness signature



Witness name

LOUISE GANES

Address

THE PINNACLE, 140 MIDSUMMER BOULEVARD
MILTON KEYNES MK9 1BP

Occupation

MANAGER

