

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5893349

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the RECEIVING PARTY ADDRESS previously recorded on Reel 049220 Frame 0466. Assignor(s) hereby confirms the ASSIGNMENT OF ASSIGNORS INTEREST.
CONVEYING PARTY DATA	
Name	Execution Date
DRINAGH DESIGN LIMITED	10/06/2018
RECEIVING PARTY DATA	
Name:	M3 GLOBAL FLOOD TECHNOLOGIES LIMITED
Street Address:	THE ORCHARD, PARK LANE, MAPLEHURST
City:	WEST SUSSEX
State/Country:	GREAT BRITAIN
Postal Code:	RH13 6LL
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10301870
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:	203.329.0289
Email:	neilgershon@sbcglobal.net
Correspondent Name:	NEIL D. GERSHON
Address Line 1:	1011 HIGH RIDGE ROAD
Address Line 4:	STAMFORD, CONNECTICUT 06905
ATTORNEY DOCKET NUMBER:	2266
NAME OF SUBMITTER:	NEIL D. GERSHON
SIGNATURE:	/NEIL D. GERSHON, REG. # 32,225/
DATE SIGNED:	01/03/2020
Total Attachments: 12	
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5530026

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DRINAGH DESIGN LIMITED	10/06/2018
RECEIVING PARTY DATA		
Name:	M3 GLOBAL FLOOD TECHNOLOGIES LIMITED	
Street Address:	12 MULBERRY PLACE	
City:	NEWDIGATE, SURREY	
State/Country:	GREAT BRITAIN	
Postal Code:	RH5 5DN	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	12998500
CORRESPONDENCE DATA		
Fax Number:	(203)329-8187	
<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:	203.329.0289	
Email:	neilgershon@sbcglobal.net	
Correspondent Name:	NEIL D. GERSHON	
Address Line 1:	1011 HIGH RIDGE ROAD	
Address Line 4:	STAMFORD, CONNECTICUT 06905	
ATTORNEY DOCKET NUMBER:	2266	
NAME OF SUBMITTER:	NEIL D. GERSHON	
SIGNATURE:	/Neil D. Gershon, Reg. # 32,225/	
DATE SIGNED:	05/18/2019	
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PATENT

REEL: 059220 FRAME: 0407

DATED 6th October 2018

(1) DRINAGH DESIGN LTD.

(2) F KELLY ESQ.

(3) M3 GLOBAL FLOOD TECHNOLOGIES LTD.

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS



TWM Solicitors LLP
65 Woodbridge Road
Guildford
Surrey
GU1 4RD
Tel: 01483 752700
www.twmsolicitors.com


PATENT

REEL: 059200 FRAME: 0406

THIS DEED is dated 6th October 2018

Parties

- (1) **DRINAGH DESIGN LIMITED** incorporated and registered in the Republic of Ireland with company number 622928 whose registered office is at 8 Priory Office Park, Stillorgan Road, Blackrock, County Dublin, A94EE95 (**Assignor**)
- (2) **FRANCIS KELLY** of Kelly's Lodge, Lisquell East, Ballygar, County Galway, F42 C594 (**Mr Kelly**)
- (3) **M3 GLOBAL FLOOD TECHNOLOGIES LIMITED** incorporated and registered in England and Wales with company number 11567024 whose registered office is at 12 Mulberry Place, Newdigate, Surrey, RH5 5DN (**Assignee**)

BACKGROUND

The Assignor owns all the intellectual property rights (including, without limitation, those described in the Schedule to this Agreement) in a range of products called Property Layer Protection which is aimed at flood proofing buildings to a height of 900mm (**the Products**), and has agreed to assign to the Assignee all such intellectual property rights in the Products together with all manufacturing tooling and jigs in its possession or under its control which relate to the Products on the terms set out in this Agreement.

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Assigned Rights: all the Intellectual Property Rights in the Products including, without limitation, those described in Schedule 1.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Intellectual Property Rights: 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.

VAT: value added tax chargeable in the UK.

Warrantors: the Assignor and Mr Kelly.

- 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 Schedule forms 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, and a reference to one gender shall include a reference to the other genders.
- 1.7 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.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax and email.
- 1.10 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.
- 1.11 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

In consideration of the sum of £150,000 (receipt 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 any registrations granted pursuant to any of the applications comprised in the Assigned Rights;
- (b) 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.

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

The Warrantors jointly and severally warrant to the Assignee that:

- (a) the Assignor is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- (b) for each of the applications and registrations listed in Schedule 1, the Assignor is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
- (c) the Assignor has not licensed or assigned any of the Assigned Rights;
- (d) the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- (e) the Warrantors are not aware of any infringement or likely infringement of any of the Assigned Rights;
- (f) as far as the Warrantors are aware, all the Assigned Rights are valid and subsisting; 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 listed in Schedule 1 proceeding to grant;
- (g) as far as the Warrantors are aware, exploitation of the Assigned Rights do not and will not infringe the rights of any third party; and

- (h) as far as the Warrantors aware, there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to any of the Products.

5. Indemnity

- 5.1 The Warrantors shall jointly and severally 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 reasonable professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with:

- (a) any breach of the warranties contained in clause 4; or
- (b) the enforcement of this Agreement.

- 5.2 At the request of the Assignee and at the Assignor's own expense, the Warrantors 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 Warrantors 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 Warrantors 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.

6. Further assurance

- 6.1 At their own expense the Warrantors shall, and 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 reasonably be required for the purpose of giving full effect to this Agreement, including:

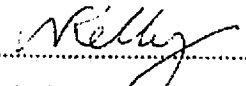
- (a) registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and
- (b) assisting the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.

- 6.2 The Warrantors appoint the Assignee to be their attorney in their names and on their behalves to execute documents, use their names 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.

- 6.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Warrantors' obligations under this Agreement and the proprietary interest of the Assignee in the Assigned Rights and so long as such obligations of the Warrantors remain undischarged, or the Assignee has such interest, the power may not be revoked by the Warrantors, save with the consent of the Assignee.
- 6.4 Without prejudice to clause 6.2, the Assignee may, in any way it thinks fit and in the name and on behalf of the Warrantors:
- (a) take any action that this Agreement requires the Assignor to take;
 - (b) exercise any rights which this Agreement gives to the Assignee; and
 - (c) 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.
- 6.5 The Warrantors undertake 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.
7. Notices
- 7.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:
- (a) 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
 - (b) sent by fax to its main fax number or sent by email to;
 - (i) For the Assignor both nicola@drinaghdesign.com and frank@drinaghdesign.com
 - (ii) For Mr Kelly f23kelly@gmail.com
 - (iii) For the Assignee both peter@m3floodtec.com and andrew@m3gglobal.com
- 7.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) 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

- (c) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, 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.
- 7.3 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.
8. **Miscellaneous and general**
9. 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.
- 9.1 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.
- 9.2 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement and no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 9.3 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 9.4 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.
- 9.5 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.
- 9.6 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. Transmission of the executed signature page of a

The Common Seal of **DRINAGH
DESIGN LIMITED** was hereunto
affixed in the presence of:


.....
Nicola Jane Kelly, director

.....
Ben Lewis, Company Secretary

EXECUTED as a Deed by
FRANCIS KELLY in the
presence of:

Witness signature: 
.....

Witness name: CARINA LOKEN

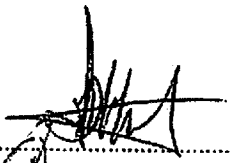
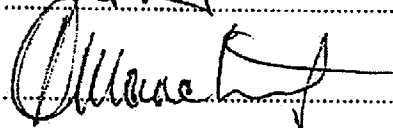
Witness address: BANK OF IRELAND

BALLYEAR

CO GALWAY

Witness occupation: BANK OFFICIAL

EXECUTED as a Deed by **M3 GLOBAL
FLOOD TECHNOLOGIES LIMITED**
acting by Andrew David Marchant and
Peter George Marchant, two of its directors


.....

.....

counterpart of this Agreement 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. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

9.7 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.

9.8 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 and Wales, and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

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 Patents

Country or territory	Application or publication no.	Status	Date of filing or registration	Description
USA	12/998,500	Pending	26/10/2009	Flood angel airbrick
Canada	2741924	Granted	26/10/2009	Flood angel airbrick
Australia	2009319240	Granted	26/10/2009	Flood angel airbrick
UK	2352894	Granted	26/10/2009	Flood angel airbrick
Ireland	2352894	Granted	26/10/2009	Flood angel airbrick
Spain	2352894	Granted	26/10/2009	Flood angel airbrick
Germany	2352894	Granted	26/10/2009	Flood angel airbrick
France	2352894	Granted	26/10/2009	Flood angel airbrick