

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5929495

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	BODYCHILLZ LTD	01/24/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WEINBERG ASSOCIATES LLP	
<b>Street Address:</b>	THIRD FLOOR, 24 CHISWELL STREET	
<b>City:</b>	LONDON	
<b>State/Country:</b>	UNITED KINGDOM	
<b>Postal Code:</b>	EC1Y 4YX	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15029669
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>Email:</b>	jjoyce@eatonpeabody.com	
<b>Correspondent Name:</b>	JEFFREY JOYCE	
<b>Address Line 1:</b>	110 MIDDLE STREET	
<b>Address Line 2:</b>	EATON PEABODY	
<b>Address Line 4:</b>	PORTLAND, MAINE 04101	
<b>ATTORNEY DOCKET NUMBER:</b>	16-082	
<b>NAME OF SUBMITTER:</b>	JEFFREY JOYCE	
<b>SIGNATURE:</b>	/Jeffrey Joyce/	
<b>DATE SIGNED:</b>	01/27/2020	
<b>Total Attachments: 7</b>		
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THIS DEED OF ASSIGNMENT is made on the 24 day of January ..... 2020.

**BETWEEN:**

- (1) **BODYCHILLZ LTD** incorporated under the law of England and Wales with company number 08679337 whose registered office is of Atlantic House, 8 Bell Lane, Bellbrook Industrial Estate, Uckfield, East Sussex, TN22 1QL, United Kingdom. ("Assignor"); and
- (2) **WEINBERG ASSOCIATES LLP** incorporated under the law of England and Wales with company number OC427500 whose registered office is of Third Floor, 24 Chiswell Street, London, EC1Y 4YX, United Kingdom. ("Assignee").

**BACKGROUND:**

- (A) The Assignor is the owner of the Assigned Rights (as defined below).
- (B) The Assignor wishes to assign all its rights, title and interest in and to the Assigned Rights to the Assignor.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this Assignment.

**Assigned Rights:** the intellectual property described in Schedule 1.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, trade names, service marks and domain names, rights in get-up and trade dress, goodwill and the rights to sue for passing off or unfair competition, design rights, semi-conductor topography rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the 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.

- 1.2 The Schedules form 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 Schedules.
- 1.3 Any words following the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

**2. ASSIGNMENT**

In consideration of the sum of one pound (£1) (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its property, right, title and interest in and to:



- (a) the Assigned Rights; and
- (b) the right to bring and defend proceedings, and obtain and retain any relief recovered (including damages or an account of profits) 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 Assignment.

### 3. WARRANTIES

The Assignor warrants that:

- (a) it 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 it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
- (c) save as set out in Schedule 2, it has not licensed or assigned any of the Assigned Rights and the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- (d) it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- (e) so 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 listed in Schedule 1 proceeding to grant;
- (f) so far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party; and
- (g) the materials the subject of the Assigned Rights are its original work and have not been copied wholly or substantially from any other source save where indicated otherwise in the materials.

### 4. MORAL RIGHTS

The Assignor irrevocably and unconditionally waives in favour of the Assignee all and any moral or equivalent rights (whether conferred by the Copyright, Design and Patents Act 1988 or otherwise) which the Assignor may now or at any time possess in respect of the works comprised within the Assigned Rights in so far as legally possible in any part of the world.

### 5. FURTHER ASSURANCE

- 5.1 The Assignor shall, at the request and cost of the Assignee, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents which the Assignee reasonably considers necessary to give full effect to this Assignment or to vest in the Assignee the full benefit of the Assigned Rights including registration of the Assignee as applicant or proprietor of the Assigned Rights.

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5.2 The Assignor shall, at the request and cost of the Assignee, assist the Assignee with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Assigned Rights.

5.3 In order to secure the performance of the Assignor's obligations under this Assignment by way of security and in accordance with section 4 of the Powers of Attorney Act 1971, the Assignor irrevocably and unconditionally 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 clause. A certificate in writing, signed by any director or the secretary of the Assignee that any instrument or act falls within the authority conferred by this Assignment shall be conclusive evidence that such is the case so far as any third party is concerned.

#### **6. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Assignment 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.

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#### **7. ENTIRE AGREEMENT AND VARIATION**

7.1 This Assignment and the documents referred to or incorporated in it constitute the entire agreement between the parties relating to the subject matter of this Assignment and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties in relation to the subject matter of this Assignment.

7.2 Each of the parties acknowledges and agrees that it has not entered into this Assignment in reliance on any statement or representation of any person (whether a party to this Assignment or not) other than as expressly incorporated in this Assignment.

7.3 Without limiting the generality of the foregoing, each of the parties irrevocably and unconditionally waives any right or remedy it may have to claim damages and/or to rescind this Assignment by reason of any misrepresentation (other than a fraudulent misrepresentation) having been made to it by any person (whether party to this Assignment or not) and upon which it has relied in entering into this Assignment.

7.4 Each of the parties acknowledges and agrees that the only cause of action available to it under the terms of this Assignment and the documents referred to or incorporated in this Assignment shall be for breach of contract.

7.5 Nothing contained in this Assignment or in any other document referred to or incorporated in it shall be read or construed as excluding any liability or remedy as a result of fraud.

7.6 No variation of this Assignment shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Assignment.

#### **8. SEVERABILITY**

The invalidity, illegality or unenforceability of any provisions of this Assignment shall not affect the continuation in force of the remainder of this Assignment.

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**9. GOVERNING LAW AND JURISDICTION**

- 9.1 This Assignment 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 laws of England and Wales.
- 9.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Assignment.

**10. COUNTERPARTS**

This Assignment may be executed in any number of counterparts each of which when executed and delivered by one or more of the parties hereto shall constitute an original but all of which shall constitute one and the same Assignment.

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

# SCHEDULE I

[Please complete this schedule with the details of all the intellectual property being transferred. If the intellectual property is not described correctly or sufficiently clearly, the assignment may not be effective. If you are at all unsure please seek legal advice.]

## Details of Patents:

Country or territory	Application or publication number	Date of filing or registration	Title / Description	
EP	14787042.2	16 October 2014	Thermal device	✓
SA	516370966	16 October 2014	Cooling jacket with sponge filling	✓
US	15/029669	16 October 2014	Thermal device	✓
WO	WO 2015/056019	16 October 2014	Cooling jacket with sponge filling	✓
WO	WO 2015/056018	16 October 2014	Cooling Jacket	✓

*Twinkl*

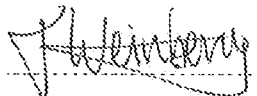
Details of Registered Trade Marks:

Country or territory	Mark	Application or registration number	Date of filing or registration	Classes	Specification of goods or services
EU	CAERvest	12971412	11 June 2014	10	Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopaedic articles; suture materials ✓
MDP	CAERvest	1220912	19 June 2014	10	Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopaedic articles; suture materials ✓
US	CAERvest	79/154095	19 June 2014	10	Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopaedic articles; suture materials ✓
SAR	CAERvest	1437018481	18 May 2016	10	Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopaedic articles; suture materials ✓
GB	CAERvest	3037001	7 June 2014	10	Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopaedic articles; suture materials ✓
GB	CAER VEST / caer vest / CAER Vest (Series of 3)	3020839	5 September 2013	10	Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopaedic articles; suture materials ✓

*Therapeutic*



Executed as a deed, but not delivered until )  
the first date specified on page 1, by )  
**BODYCHILLZ LTD** by a director in the )  
presence of a witness: )

Signature 

Name (block capitals) JONATHAN WEINBERG  
Director

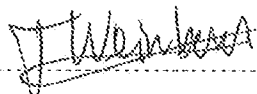
Witness signature 

Witness name VINEET CHAUDHARY  
(block capitals)


Witness address 33 Grass St.

Double Bay 2028  
Australia NSW

Executed as a deed, but not delivered until )  
the first date specified on page 1, by )  
**WEINBERG ASSOCIATES LLP** by a )  
director in the presence of a witness: )

Signature 

Name (block capitals) JONATHAN WEINBERG  
Director

Witness signature 

Witness name VINEET CHAUDHARY  
(block capitals)

Witness address 33 Grass St.

Double Bay 2028  
NSW AUSTRALIA