

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5936811

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OPTI-INNOVATIONS LIMITED	01/08/2020
RECEIVING PARTY DATA	
Name:	MR DARREN STEVENSON
Street Address:	ELITE HOUSE
Internal Address:	PEPPER ROAD
City:	LEEDS
State/Country:	UNITED KINGDOM
Postal Code:	LS10 2RU
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8513153
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:	01132711770
Email:	jane@elite3gs.com
Correspondent Name:	DARREN STEVENSON
Address Line 1:	ELITE HOUSE
Address Line 2:	PEPPER ROAD
Address Line 4:	LEEDS, UNITED KINGDOM LS10 2RU
NAME OF SUBMITTER:	DARREN STEVENSON
SIGNATURE:	/Darren Stevenson/
DATE SIGNED:	01/30/2020
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 14	
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DATED 8 JANUARY 2020

ASSIGNMENT OF INTELLECTUAL PROPERTY

between

OPTI-INNOVATIONS LIMITED (IN ADMINISTRATION)

THE ADMINISTRATOR

and

DARREN STEVENSON TRADING AS UK FUNDING GROUP

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THIS DEED is made on the 8th day of January 2020

PARTIES

- (1) **Opti-Innovations Limited** (in administration) incorporated and registered in England and Wales with company number 08608850 whose registered office is at Moorend House, Snelsins Lane, Cleckheaton, West Yorkshire, BD19 3UH (**Assignor**) acting by the Administrator;
- (2) Christopher Brooksbank of O'Haras Limited, Moorend House, Snelsins Lane, Cleckheaton, West Yorkshire, BD19 3UH in his capacity as Administrator of the Assignor (**the Administrator**); and
- (3) **Darren Stevenson trading as UK Funding Group** of Elite House, Pepper Road, Leeds, LS10 2RU (**Assignee**).

BACKGROUND

- (A) The Administrator was appointed administrator of the Assignor on 30 April 2019.
- (B) The Assignor acting by its Administrator has agreed to assign to the Assignee such right, title and interest (if any) as the Assignor has in the Assigned Rights on the terms set out below.
- (C) The Administrator have entered into this Assignment 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 Assignment.

AGREED TERMS

1. INTERPRETATION

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

Assigned Rights: means all the Intellectual Property Rights owned by the Assignor including but not limited to the Trade Mark, Domain Names and the Goodwill.

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

Business Name: Opti-Innovations and any other trading styles or colourable imitations used by the Assignor on the date of this Assignment.

Domain Names: means such domain names owned and operated by the Assignor at the Transfer Date.

Goodwill: means the goodwill, custom and connection of the Assignor in relation to the Business Name together with the exclusive right for the Assignee to carry on a business under the Business Name.

Intellectual Property Rights: patents, trademarks or names and service marks (whether or not registered or capable of registration), website (including all rights in and thereto) I.P. Addresses, registered designs, design rights, copyrights, database rights, the right to apply for and applications for any of the preceding items, rights for renewal and extension together with the rights in inventions, processes, software know-how, trade or business secrets, confidential information, internet domain names, or any process or other similar right or asset capable of protection enjoyed, owned, used or licensed in relation to the Business which subsist now or in the future.

Trade Mark: means any registered trade marks owned by the Assignor in existence as at the date of this Assignment

VAT: means value added tax.

- 1.2 Clause and schedule headings shall not affect the interpretation of this Assignment.
- 1.3 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.
- 1.4 References to clauses and schedules are to the clauses and schedules of this Assignment.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural 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 a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this Assignment to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.9 **Writing or written** includes faxes but not e-mail.

1.10 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. **ASSIGNMENT**

2.1 In consideration of the sum of £20,000, receipt of which is hereby acknowledged, the Assignor hereby assigns and sells to the Assignee absolutely with no title guarantee whatever right, title and interest it has in and to the Assigned Rights including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in any patents, registered designs and Trade Marks (if any);
- (b) the goodwill attaching to the Trade Mark and in respect of the business relating to the goods or services in respect of which the Trade Mark is registered or used; and
- (c) 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 Assignment.

2.2 The Assignor confirms that the Administrator may give a good receipt for all payments to the Assignor.

3. **VAT**

All payments made by the Assignee under this Assignment are exclusive of VAT which shall be paid in addition if appropriate.

4. **INDEMNITY**

The Assignee hereby indemnifies the Assignor and the Administrator against all claims, losses, liabilities and costs whatsoever arising in connection with the Assigned Rights or this Assignment.

5. ADMINISTRATOR' LIABILITY

5.1 The Administrator act as agent for the Assignor and neither he nor his representatives shall incur any personal liability in any circumstances whatever by virtue of this Assignment.

5.2 The Administrator has entered into this Assignment in his personal capacity solely for the purpose of obtaining the benefit of the provisions in his favour.

6. MORAL RIGHTS

The Assignor shall absolutely waive all moral rights arising under the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights it may have in any territory of the world.

7. FURTHER ASSURANCE

7.1 The Assignor and Administrator shall, at the Assignee's cost, perform (or procure the performance of) such further reasonable acts and things and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee reasonably requests, to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment, including:

- (a) registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and
- (b) providing a letter or email to the relevant Domain Name registrar consenting to the transfer of the Assignor's registration to the Assignee.

7.2 The Assignor undertakes to the Assignee that it shall not use the Trade Mark or any combination of it with any other word or any name closely resembling it after Completion for the purpose of carrying on any other trade or business, but is entitled to such use as is necessary to carry out the administration of the Assignor.

8. 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 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. ACKNOWLEDGEMENTS

- 9.1 Subject to clause 9.5, all representations, warranties, conditions, guarantees and stipulations, whether express or implied, statutory, customary or otherwise in respect of any of the rights, title and interests transferred or agreed to be transferred pursuant to this Assignment are expressly excluded (including warranties and conditions as to title, quiet possession, merchantable quality, fitness for purpose and description).
- 9.2 Except as expressly set out in this Assignment, any lists contained in any schedule or annexe are for guidance only and are not exhaustive or complete lists of the items in question and shall not constitute any warranty in respect of the listed items or otherwise.
- 9.3 Unless otherwise required by law (and then only to that extent), the Assignor and the Administrator 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 Assigned Rights.
- 9.4 The Assignee agrees that the terms and conditions of this Assignment 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 Administrator's knowledge of the Assigned Rights is limited and it is usual that no representations and warranties are given by or on behalf of the Assignor or the Administrator;
 - (b) that the Assignee has relied solely on the opinions of itself and its professional advisors concerning the Assigned Rights 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 the Assignee has agreed to purchase the Assigned Rights for a consideration which takes into account the risk to the Assignee represented by the parties' belief that the said exclusions and limitations are or would be recognised by the Courts; and
 - (d) that the Assignee, its representatives and advisers have been given every opportunity it or they may wish to have to examine and inspect all of the all relevant documents relating to the Assigned Rights.
- 9.5 The Assignee acknowledges that it has not entered into this Assignment in reliance upon any representations, agreements, statements or replies to specific enquiries (whether oral or written) made or alleged to have been made by the Assignor, the Administrator or its or their representatives at any time.
- 9.6 Nothing in this Assignment operates to limit or exclude any liability for fraud or fraudulent misrepresentation.

9.7 The Assignee acknowledges that if the Assignor does not have title or unencumbered title to any or all of the Assigned Rights, or if the Assignee cannot exercise any right conferred or purported to be conferred on it by this Assignment, this shall not be a ground or grounds for rescinding, avoiding or varying any or all of the provisions of this Assignment, or for any reduction or repayment of any part of the consideration payable pursuant to this Assignment.

10. ENTIRE AGREEMENT

10.1 This Assignment constitutes the whole agreement between the parties and supersedes all previous agreements between the parties in relation to the Assigned Rights.

10.2 Nothing in this clause shall limit or exclude any liability for fraud.

11. COUNTERPARTS

This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Assignment, but all the counterparts shall together constitute the same Assignment.

12. THIRD PARTY RIGHTS

No person other than a party to this assignment shall have any rights to enforce any term of this Assignment.

13. NOTICES

13.1 Any notice or other communication required to be given under this Assignment shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out at the beginning of this Assignment or as otherwise specified by the relevant party by notice in writing to each other party.

13.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in this clause, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

14. **GOVERNING LAW AND JURISDICTION**

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

This Assignment has been entered into as a deed on the date stated at the beginning of it.


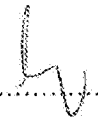
SCHEDULE - PATENTS AND PATENT APPLICATIONS

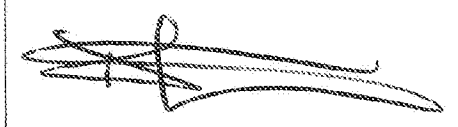
Registered Patent

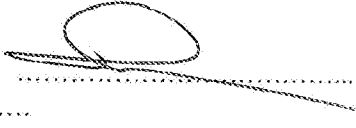
Country/ territory	Application or registration number	Date of filing/regu
USA	US8513153B 2	20 August 2013

Patent Application

Country or territory	Application or registration number
EU	18154991.6

<p>EXECUTED as (but not delivered until the date hereof) a DEED by Christopher Brooksbank without personal liability for himself and on behalf of the Assignor pursuant to the powers conferred on him by the Insolvency Act 1986</p>	<p>)))))</p> 
<p>Witness:</p>	
<p>Signature </p>	
<p>Name <u>John Thompson</u></p>	
<p>Address <u>10 Mount Pleasant</u> <u>Spelling Lane</u> <u>Leckwith</u> <u>West Yorkshire</u> <u>LS15 3UE</u></p>	
<p>Occupation <u>INSOLVENT</u> <u>ADMINISTRATOR</u></p>	

<p>EXECUTED as (but not delivered until the date hereof) a DEED by the Assignee</p>	<p>))))</p> 
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<u>Witness:</u>	
Signature	
Name	JANE FINDLAY
Address	8 HARLECH WAY
	LEEDS LS25 2LJ
Occupation	LEGAL EXECUTIVE



Rule 3.17, IR 2016
Paragraph 18, Schedule B1

Notice of appointment of an administrator by holder of qualifying floating charge

CR-2019-002928

(a) This notice is prepared for a company incorporated within England and Wales under the Companies Act 2006 or a previous Companies Act. If the company is incorporated outside the UK or is an unregistered company refer to rule 3.6 for identification requirements. (Rules 3.17(1)(e) and 2.6.)

Name of Company Opti-Innovations Limited	Company number 08608830
In the High Court of Justice Business and Property Courts in Leeds Insolvency and Companies List	For court use only Court case number

(aa) (Rule 1.29)

(aa) This notice of appointment is given in accordance with the requirements of rule 3.17 of the Insolvency (England and Wales) Rules 2016 (IR 2016) and paragraph 18 of Schedule B1 to the Insolvency Act 1986 (respectively, Schedule B1 and IA 1986.) References in this notice of appointment to rules and sections are, unless expressly provided otherwise, respectively references to rules of the IR 2016, and to sections of the IA 1986.

(b) Insert name and address of qualifying floating charge holder/appointer. (Rule 3.17(1)(b).)

1. (b) Darren Stevenson trading as UK Funding Group of Elite House, Pepper Road, Leeds, LS10 2RU has appointed the following named person as administrator of the company:

(c) Insert name(s) of person(s) appointed as administrator(s). (Rule 3.17(1)(c).)

(c) Christopher Brooksbank of O'Hara's Limited, Mowend House, Smedsins Lane, Cleckheaton, West Yorkshire BD19 3UH

(d) Insert address of administrator(s). (Rule 3.17(1)(d)).

and notice that this appointment has been made is hereby given.

(e) Delete as applicable in the case of joint administrators. (Rule 3.17(1)(e).)

2. (e) A copy of the administrator's consent to act accompanies this notice.

(f) Give details of the date of the charge, date registered at Companies House and the maximum amount (if any) secured by the charge - otherwise delete as applicable. (Rule 3.17(1)(f).)

3. (f) The appointer is by way of assignment the holder of a qualifying floating charge that is now enforceable. The qualifying floating charge was granted by the company in favour of Value Man Limited dated (a) 8 December 2017 and registered on (b) 20 December 2017. It was assigned to Darren Stephenson on 17 April 2019. The charge is not limited to a maximum amount.

(g) Select one of the statements

(i) Delete as applicable and if applicable include details of the proceedings. (Rules 3.17(1)(g) and 1.6.)

4. There is no prior floating charge which satisfies paragraph 14(2) of Schedule B1.

5. The company is not at the date of this notice, the subject of insolvency proceedings.

6. The company (h) is not an Article 1.2 undertaking (as defined in rule 1.2).

7. The proceedings flowing from the appointment will be main proceedings and the reasons for so stating are as follows:

(h) Delete as applicable. An Article 1.2 undertaking is, broadly, one of the following: (a) an insurance undertaking; (b) a credit institution; (c) an investment undertaking providing services involving the holding of funds or securities for third parties; or (d) a collective investment undertaking. (Rules 3.17(1)(h) and 1.2.)

(h) the company's registered office and main centre of interests is situated in England and Wales.

8. (m) This appointment is in accordance with Schedule B1.

(i) Delete as applicable to state whether the proceedings are main, secondary or territorial proceedings under the EU Regulation or non-EU proceedings. (Rule 3.17(1)(i).)

11. (n) Darren Stevenson trading as UK Funding Group of Elite House, Pepper Road, Leeds, LS10 2RU do solemnly and sincerely declare that the information provided in this notice is, to the best of my knowledge and belief, true.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

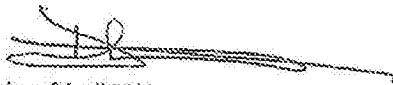
(j) Non-EU proceedings mean insolvency proceedings which are not main, secondary or territorial proceedings. (Rule 1.2.)

Declared at

Kings Court
12 Kings Street
Leeds, LS1 2HL


(k) Insert reasons for the appointment. (Rule 3.17(1)(k).)

Signed



This 30 day of April 2019

before me


Martin Scott

Signature

A Commissioner for Oaths or Notary Public or Justice of the Peace or solicitor or duly authorised officer.

Endorsement to be completed by the court

This notice and the attached documents were filed

(e) [

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