

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6000493

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JOHN CHARLES CLIFFORD DAY	03/19/2018
RECEIVING PARTY DATA		
Name:	THE UNIVERSITY OF BRISTOL	
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State/Country:	UNITED KINGDOM	
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PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16495560
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NAME OF SUBMITTER:	DAVID E. BAKER	
SIGNATURE:	/David E. Baker/	
DATE SIGNED:	03/06/2020	
Total Attachments: 5		
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Confirmatory Assignment of Patent and Associated Rights

(1) John Charles Clifford Day

(2) The University of Bristol

This Agreement is made on 19th March 2018 between

- (1) John Charles Clifford Day of 24 Wrington Lane, Congresbury, Bristol BS49 5BQ (the "Assignor"); and
- (2) The University of Bristol of Senate House, Tyndall Avenue, Clifton, Bristol BS8 1TH (the "Assignee").

Background

The Assignor is an academic employed by the Assignee and the owner of the Patent Rights and the Associated Rights, which pursuant to his terms of employment it has agreed to assign to the Assignee on the terms set out below.

It is agreed as follows:

1. Definitions and interpretation

- 1.1. In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"Agreement"	means this Agreement (including any schedule or annexure to it and any document in agreed form)
"Associated Rights"	means copyright in the Invention and in the design of the Invention and associated know how
"Invention"	means an optical probe comprising body and tip portions and a mechanism to enable easy alignment of longitudinal waveguides between the body and tip portion
"Patent Rights"	means the patent applications, details of which are set out in schedule 1 to this Agreement

- 1.2. In this Agreement, unless the context otherwise requires words in the singular include the plural and vice versa and words in one gender include any other gender.

2. Assignment

2.1. In consideration of payments to the Assignor that become due in accordance with the provisions of the Assignee governing the apportionment of royalty income received by the Assignee, such provisions being detailed at <http://www.bristol.ac.uk/red/research-commercial/revenuesharing.html> the Assignor with full title guarantee assigns to the Assignee absolutely all her right, title and interest in the Patent Rights and the Associated Rights.

2.2. The assignment effected by this clause 2 shall include, without limitation, the assignment and transfer of:

- (a) all patents that may be granted pursuant to the applications listed in schedule 1, as well as all patents that may derive priority from or have equivalent claims to or be based on the Patent Rights in any country in the world; and
- (b) all rights of action, powers and benefits arising from ownership of the Patent Rights, including the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on or after the date of this Agreement.

3. Further assurance

3.1. The Assignor shall at the expense of the Assignee execute any further documents that may reasonably be required by the Assignee:

- (a) to register the Assignee as proprietor of the Patent Rights and the Associated Rights;
- (b) to uphold the Assignee's rights in the Patent Rights;
- (c) to defeat any challenge to the validity of, and resolve any questions concerning, the Patent Rights;
- (d) to apply for and endeavour to assist the obtaining of other patents for the Invention and improvements to it in the United Kingdom or other parts of the world.

4. Assignor's warranties and indemnities

4.1. The Assignor warrants, represents and undertakes that:

- (a) it is the owner of all rights, title and interest in the Patent Rights and the Associated Rights;
- (b) it has not been and are not currently a party to any agreement or understanding which would in any manner be inconsistent with the assignment of rights provided for in this Agreement;
- (c) the patent applications are still subsisting;
- (d) it has not granted any licences in respect of any of the Patent Rights or the Associated Rights in any part of the world nor suffered any of them to be the subject of any charge, mortgage or other encumbrance;
- (e) it will keep the Assignee fully indemnified against all actions, claims, proceedings, costs and damages (including any damages or compensation paid by the Assignee on the advice of its legal advisers to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of the above warranties or out of any claim by a third party based on any facts which if substantiated would constitute a breach.

5. Entire agreement

5.1. This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

6. Governing law and jurisdiction

6.1. This Agreement shall be governed by and construed in accordance with English law.

6.2. Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.

7. Exclusion of third party rights

Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

This Agreement has been signed on the date appearing on page 1.

Schedule 1: Detail of Patent Applications

Territory	Application no.	Title	Inventors	Applicants
UK	1704405.8	Probe	John Day Nick Stone	University of Bristol University of Exeter Gloucestershire Hospitals NHS Foundation Trust
PCT	PCT/GB2018/050678	Probe	John Day Nick Stone	University of Bristol University of Exeter Gloucestershire Hospitals NHS Foundation Trust

Signed for and on behalf of
University of Bristol

Signed by
John Charles Clifford Day

Name SUE JUNDSPRON

Signature [Signature]

[Signature]

In the presence of

Name PEGAN EVERETT

P. J. Heard.

Occupation IP ADMINISTRATOR

RESEARCH FELLOW UoB

Signature [Signature]

P. J. Heard