

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5989587

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GILO AEROSPACE TECHNOLOGIES LTD	01/03/2020
RECEIVING PARTY DATA	
Name:	SKYBIKE INTERNATIONAL LTD
Street Address:	UNIT 9, CHALDICOTT BARNS
Internal Address:	TOKES LANE, SEMLEY, SHAFTESBURY
City:	DORSET
State/Country:	UNITED KINGDOM
Postal Code:	SP7 9AW
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8727266
CORRESPONDENCE DATA	
Fax Number:	(503)595-5301
<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:	503-595-5300
Email:	christine.wolfe@klarquist.com
Correspondent Name:	JEFFREY HAENDLER, KLARQUIST SPARKMAN LLP
Address Line 1:	121 SW SALMON STREET, SUITE 1600
Address Line 2:	ONE WORLD TRADE CENTER
Address Line 4:	PORTLAND, OREGON 97204-2988
ATTORNEY DOCKET NUMBER:	10137-86296-01
NAME OF SUBMITTER:	JEFFREY B. HAENDLER
SIGNATURE:	/Jeffrey B. Haendler/
DATE SIGNED:	02/28/2020
Total Attachments: 6	
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THIS DEED is dated 31/1/2010 ~~2018~~ and made

BETWEEN

- (1) Gilo Aerospace Technologies Ltd, incorporated and registered in England and Wales with company number 06455570 whose registered office is at Unit 9 Chaldicott Barns, Tokes Lane, Semley, Shaftesbury, Dorset SP7 9AW ("GATL"); and
- (2) Skybike International Ltd, incorporated and registered in England and Wales with company number 06599124 whose registered office is at Unit 9 Chaldicott Barns, Tokes Lane, Semley, Shaftesbury, Dorset SP7 9AW ("SBI"),

(each a "Party" and together, the "Parties").

BACKGROUND

- (A) GATL is the registered proprietor of the Patents;
- (B) A business transfer agreement has been executed by the parties transferring assets, including the Patents, from GATL to SBI;
- (C) In support of that business transfer agreement the Parties wish to confirm the transfer of the Patents from GATL to SBI.

IT IS HEREBY AGREED

1. **Interpretation**

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

1.1 Definitions:

"Patents" means the patents and patent applications, short particulars of which are set out in schedule 1.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Deed.

1.3 The Schedule forms part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedule.

1.4 References to clauses and Schedules are to the clauses and Schedules of this Deed.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall 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 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.

- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax and email.
- 1.11 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, phrase or term preceding those terms.
- 1.12 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 GATL hereby assigns to SBI all his right, title and interest in and to the Patents, and in and to all and any inventions disclosed in any of the Patents, including:

- (A) in respect of any and each application in the Patents:
 - (1) the right to claim priority from and to prosecute and obtain grant of patent; and
 - (2) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- (B) in respect of each and any invention disclosed in the any of the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- (C) the right to extend to or register in or in respect of any country or territory in the world, each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications.
- (D) the absolute entitlement to any patents granted pursuant to any of the applications comprised in any of the Patents or filed as aforesaid; and
- (E) 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 Patents or any patents granted on any of the applications in the Patents or filed as aforesaid, whether occurring before on or after the date of this Deed.
- (F) In pursuance of the said assignment and in consideration of the sum of EURO 10.00 (Ten Euros only) or equivalent and other good and valuable consideration paid by the ASSIGNEES to the ASSIGNORS (receipt whereof the ASSIGNORS hereby acknowledge).

3. Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Deed 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.

4. Entire agreement

- 4.1 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Deed. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Deed.

5. Variation

No variation of this Deed shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

6. Severance

- 6.1 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Deed.
- 6.2 If any provision or part-provision of this Deed is deemed deleted the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

7. Counterparts

- 7.1 This Deed 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.
- 7.2 Transmission of an executed counterpart of this Deed (but for the avoidance of doubt not just a signature page by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.
- 7.3 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

8. Third party rights

- 8.1 Unless it expressly states otherwise, this Deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

9. Governing law

This Deed 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.

10. Jurisdiction

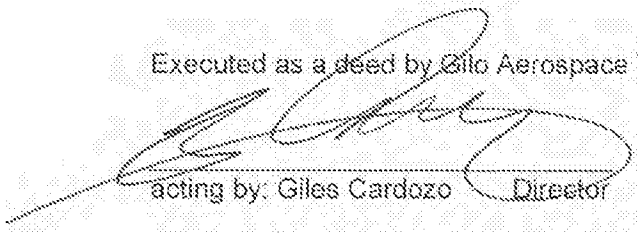
Each Party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

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	Title	Application Number	Patent No.
Australia	SkyBike	2009252921	2009252921
China	SkyBike	200980128830.X	ZL200980128830.X
UK	SkyBike	1021195.1	2472746
India	SkyBike	8479/CHENP/2010	
Japan	SkyDike	2011-511091	5666431
USA	SkyBike	12/994,733	8727266

Executed as a deed by Gilo Aerospace Technologies Ltd


acting by: Giles Cardozo Director

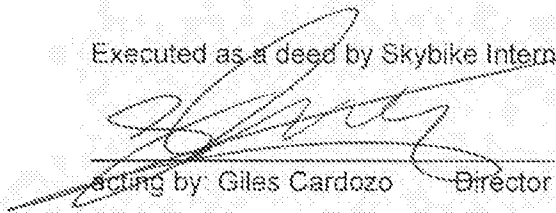
and witnessed by: Christopher McClean

Signature: 

Address: 10 Pixmead Gardens, Shaftesbury, Dorset, SP7 8BZ

Occupation: Finance Director

Executed as a deed by Skybike International Ltd


acting by: Giles Cardozo Director

and witnessed by: Christopher McClean

Signature: 

Address: 10 Pixmead Gardens, Shaftesbury, Dorset, SP7 8BZ

Occupation: Finance Director