

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6048045

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PHILIP SHEPPARD	11/11/2016
RECEIVING PARTY DATA		
Name:	LIFESCORE LIMITED	
Street Address:	CROWN CHAMBERS, BRIDGE STREET	
City:	SALISBURY, WILTSHIRE	
State/Country:	UNITED KINGDOM	
Postal Code:	SP1 2LZ	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16724816
CORRESPONDENCE DATA		
Fax Number:	(301)668-3074	
<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:	301-668-3073	
Email:	pbarton@levequeip.com	
Correspondent Name:	LEVEQUE INTELLECTUAL PROPERTY LAW, P.C.	
Address Line 1:	241 E. 4TH ST., #102	
Address Line 4:	FREDERICK, MARYLAND 21701	
ATTORNEY DOCKET NUMBER:	P10114US52	
NAME OF SUBMITTER:	RENEE' MICHELLE LEVEQUE	
SIGNATURE:	/Renee' Michelle Leveque/	
DATE SIGNED:	04/06/2020	
Total Attachments: 4		
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THIS DEED OF ASSIGNMENT is made on 11 November 2016

BETWEEN:

- (1) **PHILIP SHEPPARD** of 1 Blyton Close, Beaconsfield, Buckinghamshire HP9 2LX (the "Assignor"); and
- (2) **LIFESCORE LIMITED**, a company registered in England and Wales (registered number 10402385) whose registered office is at Crown Chambers, Bridge Street, Salisbury, Wiltshire SP1 2LZ (the "Assignee").

IN CONSIDERATION OF the agreement of the Assignee to pay the sum of thirty thousand pounds (£30,000) on demand to the Assignor, which sum is to be satisfied through the issue of shares by the Assignee to him, and for other good and valuable consideration (the receipt and sufficiency of which the Assignor acknowledges) **IT IS AGREED** as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed (except where the context otherwise specifies) the following words shall have the following meanings:

"**Patent Application**" means an application for a patent relating to apparatus, methods and systems for generating music, the inventor of which is the Assignor, which application has been filed with the UK Intellectual Property Office and has been assigned application number 1611453;

"**Rights**" means all rights in the Works including, but not limited to, patents, copyright, design rights, database rights, trademarks, trade names, service marks, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) in each case whether registered or unregistered, any applications for the protection or registration of these rights and the right to apply for registered protection, for the full unexpired duration of such rights and all renewals and extensions applicable and all similar and analogous rights or forms of protection as may exist from time to time throughout the world; and

"**Works**" means all works in any materials (including but not limited to information, data, content and software (including object code and source code)) created by the Assignor in the course of developing generative music technology applications.

2. ASSIGNMENT

The Assignor hereby irrevocably and unconditionally assigns to the Assignee with full title guarantee, by way of present assignment of present and future rights, title and interest, all right, title and interest of whatsoever nature throughout the universe (whether vested or contingent) in the Rights (and including the Patent Application and any patent to be granted pursuant to the Patent Application), for the Assignee to hold absolutely for the full period of the Rights wherever subsisting or acquired, and all renewals, reversions,

revivals and extensions of it and thereafter (insofar as is or may become possible) in perpetuity, together with all accrued rights of action in relation to any past or existing infringement of the Rights.

3. WARRANTIES AND INDEMNITY

3.1 Notwithstanding the covenants for title made in clause 2 of this Deed, the Assignor represents, warrants and undertakes to the Assignee that:

3.1.1 the Assignor is the sole and absolute legal and beneficial owner free from charges and encumbrances and all other third party rights of the Patent Application and/or Rights throughout the universe and the Assignor assigns the Patent Application and the Rights under this Deed free from all charges and encumbrances and other third party rights;

3.1.2 the Assignor has the right to enter into this Deed and assign the Patent Application and the Rights and has not previously assigned, licensed or otherwise disposed of or encumbered the Patent Application and/or any of the Rights;

3.1.3 the Assignor is exclusively entitled to give all assurances, confirmations, waivers and agreements set out in this Deed to enable the Assignee to exploit the Works without making any further payment to the Assignor or any third party; and

3.1.4 there is no present or prospective claim, dispute, proceeding or litigation in respect of the Works, which might in any way impair, limit, diminish or infringe upon any of the Rights.

4. FURTHER ASSURANCE

Notwithstanding the covenants for title in clause 2 of this Deed, the Assignor shall execute or cause to be executed all such other documents and do or cause to be done all such further acts and things as the Assignee may from time to time require in order to vest in and secure to the Assignee and its successors in title the full benefit of the Rights (including any patent arising from or in connection with the Patent Application) and otherwise to give full effect to the terms of this Deed. The Assignor by way of this Deed irrevocably appoints the Assignee as its attorney to sign, execute and deliver in its name and on its behalf all deeds and documents and to do all acts and things necessary to give full effect to the terms of this Deed and to vest in and secure to the Assignee the full benefit of the Rights.

5. WAIVERS AND REMEDIES

5.1 In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Deed or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

- 5.2 The rights and remedies provided by this Deed are cumulative and (unless otherwise provided in this Deed) do not exclude any other rights or remedies available in law.

6. SEVERANCE

- 6.1 If any provision of this Deed shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Deed which shall remain in full force and effect.
- 6.2 If any provision of this Deed is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.

7. AMENDMENT

No modification or variation of this Deed shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Deed. For the avoidance of doubt, no modification or variation of this Deed shall be valid if made by e-mail. Unless expressly so agreed, no modification or variation of this Deed shall constitute or be construed as a general waiver of any provisions of this Deed, nor shall it affect any rights, obligations or liabilities under this Deed which have already accrued up to the date of such modification or waiver, and the rights and obligations of the parties under this Deed shall remain in full force and effect, except and only to the extent that they are so modified or varied.

8. RIGHTS OF THIRD PARTIES

Except insofar as this Deed expressly provides that a third party may in his own right enforce a term of this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

9. COUNTERPARTS

This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Deed is not effective until each party has executed at least one counterpart.

10. APPLICABLE LAW AND JURISDICTION

- 10.1 The validity, construction and performance of this Deed (and any claim, dispute or matter arising under or in connection with it or its enforceability) shall be governed by and construed in accordance with the law of England and Wales.
- 10.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this Deed or its enforceability.

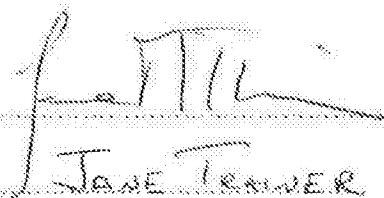
THIS DEED has been executed and delivered by or on behalf of the parties on the date at the top of page 1.

SIGNED as a deed by PHILIP)
SHEPPARD in the presence of:)



Witness's
Signature

Print Name



Address

LORNA COTTAGE

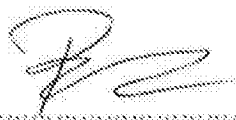
SPINFIELD LANE, BOWINGDON GREEN,
MARLOW, BUCKS SL7 2JH

Occupation

HEAD OF ACTING

EXECUTED as a deed by)
LIFESCORE LIMITED acting by its)
director in the presence of:)

Director's
Signature

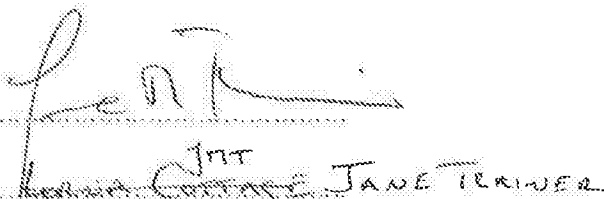


Print Name

PHILIP SHEPPARD

Witness's
Signature

Name



Address

LORNA COTTAGE
SPINFIELD LANE, BOWINGDON GREEN,

MARLOW, BUCKS

SL7 2JH

Occupation

HEAD OF ACTING