

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6048600

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EVGENIY TABOTA	04/20/2016
RECEIVING PARTY DATA		
Name:	VERT ROTORS UK LIMITED	
Street Address:	12 MILLER ROW	
City:	EDINBURGH	
State/Country:	UNITED KINGDOM	
Postal Code:	EH4 3BQ	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	15120031	
Application Number:	16415613	
CORRESPONDENCE DATA		
Fax Number:	(704)331-4955	
<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:	404-872-7000	
Email:	shanele.jones@wbd-us.com	
Correspondent Name:	WOMBLE BOND DICKINSON (US) LLP	
Address Line 1:	ATTN: IP DOCKETING	
Address Line 2:	P.O. BOX 7037	
Address Line 4:	ATLANTA, GEORGIA 30357-0037	
ATTORNEY DOCKET NUMBER:	V89092 1010US.PCT 0002.5	
NAME OF SUBMITTER:	SHANELE JONES	
SIGNATURE:	/Shanele Jones/	
DATE SIGNED:	04/06/2020	
Total Attachments: 9		
source=V89092 Assignment#page1.tif		
source=V89092 Assignment#page2.tif		
source=V89092 Assignment#page3.tif		
source=V89092 Assignment#page4.tif		

source=V89092 Assignment#page5.tif

source=V89092 Assignment#page6.tif

source=V89092 Assignment#page7.tif

source=V89092 Assignment#page8.tif

source=V89092 Assignment#page9.tif

ASSIGNATION OF INTELLECTUAL PROPERTY RIGHTS

between

TABOTA EVGENIY GRIGOREVICH

and

VERT ROTORS UK LIMITED



MBM COMMERCIAL LLP

5th FLOOR, 125 PRINCES STREET, EDINBURGH EH2 4AD

DX ED403 EDINBURGH

TELEPHONE 0131 226 8200

FACSIMILE 0131 226 8240

Ref: VER/0006/0008/JN

Copyright © 2016, MBM COMMERCIAL LLP. All rights reserved.

ASSIGNATION AGREEMENT

between

TABOTA EVGENIY GRIGOREVICH of Eniseyskaya 11, 37, Moscow, Russian Federation
("Assignor")

and

VERT ROTORS UK LIMITED incorporated and registered in Scotland with company number
SC441152 whose registered office is at Unit A1, Gracemount Business Pavilions, Edinburgh
EH17 8QF ("Assignee").

BACKGROUND

- (A) The Assignor has provided certain consultancy services to the Assignee and has contributed to the development of certain software, know-how and inventions.
- (B) Parties have agreed that all Intellectual Property Rights (as defined below) created by the Assignor in relation to such software, know-how and inventions, to the extent that such Intellectual Property Rights are not already owned by the Assignee under the First Consultancy Agreement and Second Consultancy Agreement (as defined below), will be owned by the Assignee.

THE PARTIES NOW AGREE AS FOLLOWS:

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement (including the recitals).

Agreement: means this assignment agreement and the Schedule attached;

Assigned Rights: means all Intellectual Property Rights in and to the Works and the Patents owned by the Assignor;

Business Day: a day other than a Saturday, Sunday or public holiday in Scotland when banks in Edinburgh are open for business;

First Consultancy Agreement: means the consultancy agreement entered into between the Parties dated 1st September 2013;

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks and services marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off and unfair competition, rights in

designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including Know-How and trade secrets) and any other intellectual property rights, including all applications for (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;

Invention: means any invention, idea, discovery, development, improvement or innovation made by or to be made, whether or not patentable or capable of registration, and whether or not recorded in any medium, related to Works.

Know-How: means all and any know-how, trade secrets, technical information, knowledge, formulae, algorithms, data, designs, information, techniques and expertise, in each case existing in any media (whether or not in the public domain) related to Works;

Patents: means the patent applications and all Inventions therein, short particulars of which are set out in the Schedule;

Schedule: means the schedule attached to and forming part of this Agreement;

Second Consultancy Agreement: means the consultancy agreement entered into between the Parties dated 6th June 2014;

Services: means the services provided by the Assignor to the Assignee as a consultant to the Assignee under any written agreement or otherwise; and

Works: means all drawings, designs, calculations, data, formulae, models, prototypes, working notes and papers, records, reports, documents, papers, transparencies, photos, graphics, logos, typographical arrangements, source code, software and all other materials in whatever form, including but not limited to hard copy and electronic form, arising from the Services provided by the Assignor to the Assignee.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this Agreement.
- 1.3 References to clauses and the Schedule are to the clauses and Schedule of this Agreement.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.5 **Writing or written** includes faxes and e-mail.

2. ASSIGNATION

- 2.1 To the extent that the Assigned Rights are not already owned by the Assignee under the First Consultancy Agreement and the Second Consultancy Agreement, the Assignor now assigns to the Assignee all his right, title and interest in the Assigned Rights including, without limitation:

- (a) in respect of the Patents:
 - (i) the right to claim priority from and to prosecute and obtain grant of patent; and
 - (ii) the right to file divisional applications based thereon and to prosecute and obtain grant of patent or utility model on each and any such divisional application;
- (b) in respect of each and any invention disclosed in 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 the Patents, and each and any of the applications 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 or utility models granted pursuant to any of the applications filed as aforesaid;
- (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 patents granted on any of the applications in the Patents or filed as aforesaid, whether occurring before on or after the date of this agreement; and
- (f) in addition to the aforementioned, all other rights and powers arising or accrued from the Assigned Rights including the right to sue for damages and other remedies and to have the benefit of any remedy obtained on any supposed infringement of such Assigned Rights before the date hereof.

3. WARRANTIES

The Assignor warrants that:

- (a) the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- (b) so far as he is aware, exploitation of the Patents will not infringe the rights of any third party;
- (c) he is unaware of any infringement or likely infringement of any of the Assigned Rights; and
- (d) the Assigned Rights have not been copied wholly or substantially from any other source other than reasonably referenced to in papers written by the Assignor.

4. MORAL RIGHTS

The Assignor, being the sole author of the Assigned Rights, waives absolutely his moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Assigned Rights and, so far as is legally possible, any broadly equivalent rights he may have in any territory of the world.

5. FURTHER ASSURANCE

5.1 At the Assignee's expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement, including assisting the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this Agreement.

5.2 The Assignor 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 agreement.

5.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this clause and the proprietary interest of the Assignee in the Assigned Rights and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.

5.4 Without prejudice to clause 5.2 above the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:

- (a) take any action that this Agreement requires the Assignor to take;
- (b) exercise any rights which this Agreement gives to the Assignor; and
- (c) appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.

5.5 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

6. WAIVER

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

7. ENTIRE AGREEMENT

7.1 Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Each Party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

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

8. VARIATION

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

9. SEVERANCE

9.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

9.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

10. THIRD PARTY RIGHTS

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

11. NOTICES

11.1 Any notice or other communication required to be given under this Agreement 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 or communication at the address set out above or as otherwise specified by the relevant Party by notice in writing to the other Party.

11.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

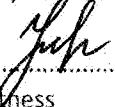

11.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

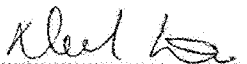

12. GOVERNING LAW AND JURISDICTION

12.1 This Agreement 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 Scotland.

12.2 The Parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this Agreement consisting of this, the preceding 5 pages and Schedule attached is signed by the Parties as follows:

<p>Signed by Tabota Evgeniy Grigorevich in the presence of the following witness:</p> <p></p> <p>.....</p> <p>Witness</p> <p><i>Olga Yuriyevna Novichkova</i></p> <p>Full name of witness</p> <p><i>Moscow, Emseiskay, 11</i></p> <p>Address of witness</p>	<p></p> <p>.....</p> <p>Tabota Evgeniy Grigorevich</p> <p>..... 20/04/2016.....</p> <p>Date</p> <p>.....Moscow.....</p> <p>Place</p>
--	---

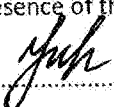

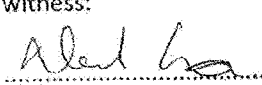
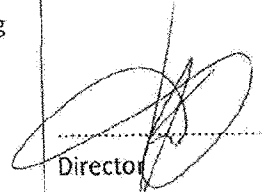
Signed by for and on behalf of Vert Rotors UK Limited in the presence of the following witness:	
	
Witness	Director
..Archibald Nicol Low.....20/04/2016.....
Full name of witness	Date
37 Lygon roadEdinburgh.....
Edinburgh, EH16 5QA.....	Place
Address of witness	

This is the Schedule referred to in the foregoing Agreement between Tabota Evgeniy Grigorevich
and Vert Rotors UK Limited

Schedule

Patents

Application No	International Filing Date	Title
PCT/GB2013/051497	6 th June 2013	Method for using a computer graphics system for changing the shape of the surface of models of geometric solids with the aid of deformation and device for implementing the same.
PCT/GB2015/050459	18 th February 2015	Rotary Positive-Displacement Machine

<p>Signed by Tabota Evgeniy Grigorevich in the presence of the following witness:</p> <p></p> <p>Witness</p> <p><u>Olga Yuriyevna Novichkova</u></p> <p>Full name of witness</p> <p><u>Moscow, Emiselskoy, 11</u></p> <p>Address of witness</p>	<p></p> <p>Tabota Evgeniy Grigorevich</p> <p>..... 20/04/2016.....</p> <p>Date</p> <p>.....Moscow.....</p> <p>Place</p>
<p>Signed by for and on behalf of Vert Rotors UK Limited in the presence of the following witness:</p> <p></p> <p>Witness</p> <p>..Archibald Nicol Low.....</p> <p>Full name of witness</p> <p>37 Lygon road</p> <p>Edinburgh, EH16 5QA.....</p> <p>Address of witness</p>	<p></p> <p>Director</p> <p>.....20/04/2016.....</p> <p>Date</p> <p>.....Edinburgh.....</p> <p>Place</p>