

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6048414

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MR. EDWARD THOMAS GUY III	10/09/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TRUPHONE LIMITED
<b>Street Address:</b>	25 CANADA SQUARE
<b>Internal Address:</b>	CANARY WHARF
<b>City:</b>	LONDON
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	E14 5LQ
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15518101
<b>Application Number:</b>	16789950
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)514-8648
<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>	
<b>Phone:</b>	2125148653
<b>Email:</b>	smc@lawofsmc.com
<b>Correspondent Name:</b>	LAW OFFICES OF STEPHEN M. CHIN
<b>Address Line 1:</b>	116 WEST 23RD STREET, 5TH FLOOR
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10011
<b>NAME OF SUBMITTER:</b>	STEPHEN CHIN
<b>SIGNATURE:</b>	/STEPHEN CHIN/
<b>DATE SIGNED:</b>	04/06/2020
<b>Total Attachments: 5</b>	
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THIS DEED is made on the 9<sup>th</sup> day of October 2015

**BETWEEN:**

- (1) Edward Thomas Guy III an individual resident in the USA at 12 Williams Rd, Chatham, NJ 07926 USA ("Assignor"); and
- (2) TRUPHONE LIMITED; company registration number 04187081 and whose registered office is 25 Canada Square, Canary Wharf, London E14 5LQ ("Assignee")

Assignor and Assignee hereinafter each referred to as "Party" or jointly as "Parties".

**WHEREAS:**

- (A) The Assignor was previously engaged as a Consultant by the Assignee to perform certain services for the Assignee (the "Services").
- (B) During the provision of those Services, the Assignor created and invented certain Intellectual Property Rights including, without limitation, the Patent Application.
- (C) The Parties intended the Assignee to own all of the Intellectual Property Rights including the Patent Application arising from the Services and this assignment is to give effect to that understanding and assigns all such Intellectual Property Rights to the Assignee.

IN CONSIDERATION OF the payment by the Assignee to Assignor of one pound (£1) (the receipt and sufficiency of which the Assignor acknowledges) IT IS AGREED as follows:

**1. DEFINITIONS**

- 1.1 In this Deed (including in the Recitals), except where the context requires otherwise, the following words and expressions shall have the following meanings:

"Intellectual Property Rights" means all intellectual property rights including, without limitation, patents and patent applications, inventions (and the right to apply for patent rights in relation to them), Patent Rights, utility models, petty patents, trade marks, database rights, copyright and rights in designs (whether registered or unregistered), and all Know-How, trade secrets, confidential information and other proprietary knowledge and information, and all similar or analogous rights as may exist from time to time throughout the world in each case for their full term together with any extensions or renewals thereof subsisting prior to, at or after the date hereof (including any applications for, and the right to make applications for along with the right to claim priority from, any of the foregoing).

"Know-How" means all know-how including, but not limited to, all knowledge, experience, creations, concepts, developments, methods, tools, documentation, templates, processes, techniques, data, processes, programs, reports, trade secrets, confidential information and other proprietary knowledge and information, materials, designs, drawings, specifications, plans and other documents of any kind and source and object code.

"Patent Application" means the application identified in Schedule 1 and all Patent Rights on which such application is based or which are derived from such application; and

"Patent Rights" means any and all granted and/or issued patents, utility patents, petty patents, reissues, re-examinations, provisional applications, divisionals, continuations and continuations in part and any applications for (whether in draft or filed) any of the foregoing and the right to apply for any such rights and all rights and/or applications from which any of the foregoing take priority or that take priority from common priority applications anywhere in the world and in each case for their full term and any renewals and extensions thereto.

## **2. ASSIGNMENT**

2.1 The Assignor hereby irrevocably assigns to the Assignee by way of present assignment with full title guarantee free from all encumbrances and third party rights:

2.1.1 all legal and beneficial rights, title and interest in:

(a) the Patent Application; and

(b) the Intellectual Property Rights (to the extent not covered by the Patent Application) created, invented and/or generated by the Assignor during the Services (the "Assignor Intellectual Property Rights"),

in each case together with (i) the full and exclusive benefit of each of them and all rights, privileges and advantages associated with each of them throughout the world; (ii) all accrued rights of action in respect of any infringement of any such rights including the right to recover and retain any damages obtained as a result of such action and to hold unto Assignee and its successors in title and assigns absolutely; and, (iii) the right to sue for and obtain injunctive relief, damages and other relief in respect of any infringement and/or misuse of such rights;

2.1.2 the exclusive right to apply for and obtain patent or other similar protection or registration and the right to file divisional applications, continued prosecution applications, continuation applications, continuations in part applications and the right to any patents granted from such applications in any territory or group of territories in respect of the Patent Application and any Assignor Intellectual Property Rights;

2.1.3 the exclusive right to claim priority under the Paris Convention (as amended) and under any other relevant International Convention, Treaty and/or other arrangement or method for each country or territory constituted by the relevant Convention, Treaty and/or other arrangement or method in which application may be made, from (i) the Patent Application or any Patent Rights related thereto and/or (ii) any Patent Rights which form part of the Assignor Intellectual Property Rights;

2.1.4 the benefit of all existing priority dates in relation to the Patent Application and any Patent Rights which form part of the Assignor Intellectual Property Rights, and

2.1.5 any and all other rights in and to the Patent Application and Assignor Intellectual Property Rights.

2.2 Insofar as permitted by law, the Assignor hereby irrevocably and unconditionally waives in favour of the Assignee, its licensees, assigns and successors in title all moral rights (including those conferred by Chapter IV of the Copyright, Designs and Patents Act 1988 or equivalent legislation or rule) to which the Assignor is now or may at any time in the future be entitled and which have arisen as a result of the Assignor undertaking the Services for the Assignee.

### 3. WARRANTIES

The Assignor warrants and represents that:

3.1 the Assignor is the sole legal and beneficial owner of the Assignor Intellectual Property Rights and of his rights in the Patent Application and no licence, assignment, option or legal or equitable charge has been granted or made in respect of any of them;

3.2 the Assignor is entitled to apply for the Patent Application and none of the Assignor's rights, title and interest in the Patent Application howsoever and whensoever existing have been assigned, licensed or otherwise transferred, disposed of or dealt with;

3.3 no person has the right to call for the assignment of or grant of a licence any of the Assignor Intellectual Property Rights or any of the Assignor's rights, title and interest in the Patent Application howsoever and whensoever existing; and

3.4 the Assignor's inventive contribution to the Patent Application and the Assignor's Intellectual Property Rights were the Assignor's own contribution and work, which was undertaken solely as a result of the Assignor being engaged as a consultant by the Assignee and no third party has any right, title or interest (whether present or future) in those rights.

### 4. POWER OF ATTORNEY

The Assignor hereby irrevocably appoints the Assignee and its successors in title to be its attorney to execute or sign any documents and do any other acts or things which the Assignee may consider necessary or desirable for the purpose of carrying out or giving effect to the terms and provisions of this Deed.

### 5. MISCELLANEOUS

5.1 The Assignor undertakes and covenants with the Assignee that it will, at the Assignee's reasonable request do all acts and execute all documents as may be required by the Assignee (including, but not limited to, making personnel available) to:

- 5.1.1 enable the Assignee to obtain the full intended benefit of this Deed and of the proprietorship of the assets and rights assigned and intended to be assigned hereunder;
- 5.1.2 co-operate and assist in the prosecution of or the defence of any claim, opposition, re-examination, re-issue, reinstatement, invalidity and/or revocation proceedings that may arise in connection with (i) the Patent Application; (ii) any Patent Right derived from the Patent Application; and/or (iii) any of the Assignor Intellectual Property Rights including any Patent Rights derived therefrom; and
- 5.1.3 do all acts and undertake such reasonable action as may be required by the Assignee to enforce or protect the Assignor Intellectual Property Rights and Patent Application.
- 5.2 The validity, construction and performance of this Deed shall be governed by and construed in accordance with the laws of England and Wales. Each Party irrevocably submits to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with this Deed or its enforceability.
- 5.3 This Deed and the documents referred to in it constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.
- 5.4 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

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

#### **SCHEDULE 1**

##### **The Patent Application**

**Title: System Architecture Parachute Box System HLD**


**Applicant: Truphone Limited**

**Application Number: GB1418003.8**

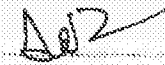
**Filing Date: 10<sup>th</sup> October 2014**




EXECUTED as a Deed by  
Edward Thomas Guy III

  
[Signature]

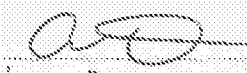
In the presence of:

Witness's Signature   
Name Adam Turina  
Address 55 Florence Drive  
Flarham Park  
NJ 07932  
Occupation \_\_\_\_\_

EXECUTED as a deed  
By TRUPHONE LIMITED  
Acting by its director  
JAMES TAGG

  
[Signature]

In the presence of:

Witness's Signature   
Name Caroline Oden  
Address 25 Canada Square  
Canary Wharf, London  
E14 5LQ  
Occupation Paralegal