

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6216084

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ZYBA RENEWABLES LIMITED	01/22/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CCELL RENEWABLES LIMITED	
<b>Street Address:</b>	FIRST FLOOR, 89-93 FONTHILL ROAD	
<b>City:</b>	LONDON	
<b>State/Country:</b>	ENGLAND	
<b>Postal Code:</b>	N4 3JH	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	14115610	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(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>		
<b>Phone:</b>	503-595-5300	
<b>Email:</b>	susan.graf@klarquist.com	
<b>Correspondent Name:</b>	SUSAN W. GRAF / KLARQUIST SPARKMAN, LLP	
<b>Address Line 1:</b>	121 SW SALMON STREET	
<b>Address Line 2:</b>	SUITE 1600	
<b>Address Line 4:</b>	PORTLAND, OREGON 97204	
<b>ATTORNEY DOCKET NUMBER:</b>	9380-92109-01	
<b>NAME OF SUBMITTER:</b>	SUSAN W. GRAF, PH.D.	
<b>SIGNATURE:</b>	/Susan W. Graf/	
<b>DATE SIGNED:</b>	07/23/2020	
<b>Total Attachments: 4</b>		
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**CCell Renewables Limited**

Company Number 09862817

First Floor, 89-93 Fonthill Road, London, N4 3JH, United Kingdom

**To: Zyba Renewables Ltd**

Flat 2, 6 Gresham Place, London, N19 5GU

## **Assignment of Intellectual Property Rights**

Dear William,

This letter records our agreement with Zyba Renewables Ltd, with company number 08055225, in relation to the intellectual property rights created or held by Zyba Renewables Ltd which are being transferred to CCell Renewables Limited with company number 09862817 ("CCell Renewables").

**Please counter-sign at the end of this letter and return.**

### **1. DEFINITIONS**

In this letter:

**"Assignor"** means Zyba Renewables Ltd.

**"Created Materials"** means any and all physical and digital materials produced by or on behalf of Assignor which is being transferred to CCell Renewables (including any created before CCell Renewables was incorporated) and however generated or stored includes but is not limited to documents, reports, research, artwork, business and/or financial plans, pitches, correspondence, designs, specifications, databases, architecture diagrams, interface design and software (in all cases including source code).

**"Intellectual Property Rights"** means copyright, moral rights, patent rights, trade marks, design right, rights in or to databases, rights in or relating to confidential information, rights in relation to domain names and all other industrial, commercial or intellectual property rights (whether registered or unregistered) throughout the world and all similar or equivalent rights or forms of protection which exist now or may exist in the future.

**"Invention"** means any invention, idea or discovery.

**"Moral Rights"** means any moral rights including without limitation the right to be identified, the right of integrity and the right against false attribution.

### **2. ASSIGNMENT AND INVENTIONS**

In consideration of the payment of £1 by CCell Renewables to Assignor (receipt of which Assignor expressly acknowledges) Assignor hereby absolutely and with full title guarantee assigns to CCell Renewables, by way of present assignment of present and future rights, title and interest, all Intellectual Property Rights in any and all Created Materials ("**Assigned Rights**").

This assignment includes the right to bring and defend any claim or cause of action arising from ownership of any of the Assigned Rights whether occurring before, on, or after the date of this letter.

To the extent that any future Assigned Rights can be assigned under this section they are so assigned.

To the extent that they cannot by operation of law be so assigned, Assignor agrees to assign them to CCell Renewables on their coming into existence.

Assignor confirms that Assignor has notified CCell Renewables of all Inventions (see Annex 1) and has kept, and shall without limit in time continue to keep, all Inventions confidential, except in cases where permission is granted by the Company, acting by its board of directors.

### **3. NON-INFRINGEMENT**

Assignor represents, warrants and undertakes that:

- a. Only Assignor undertook the work to create the Created Materials (and if anyone else did, Assignor has obtained equivalent assignment(s) to this letter);
- b. Assignor is entitled to enter into this letter agreement and has not previously assigned any of the Assigned Rights or granted any licence to any of the Assigned Rights to any third party or given any permission to any third party to use any of the Assigned Rights and Assignor is unaware of any use by any third party of the Created Materials.

Assignor agrees at CCell Renewables' cost to do all things which are necessary or desirable for CCell Renewables to obtain for itself or its nominees the full benefit of this assignment.

### **4. MORAL RIGHTS**

Assignor confirms that it has procured that all persons involved in the creation of any of the Assigned Rights have absolutely and irrevocably waived any Moral Rights and agrees not to institute, support or maintain or permit any action or claim to the effect that any treatment, exploitation or use of the Created Materials infringes any of those persons' Moral Rights.

### **5. INDEMNITY**

Assignor shall indemnify CCell Renewables for the full amount of any damages and legal costs suffered by CCell Renewables because the Created Materials infringe the Intellectual Property Rights of any third party.

CCell Renewables shall have conduct of, and make all decisions in relation to, any claims by third parties.

As soon as Assignor becomes aware of any information which suggests that a third party may be making, or has grounds for making, a claim, Assignor shall inform a director of CCell Renewables by email and in writing.

### **6. GENERAL**

No failure or delay by Assignor and CCell Renewables to exercise any right or remedy, or any partial exercise of any right or remedy, under this letter shall waive that or any other right or remedy.

This letter is the entire agreement between Assignor and CCell Renewables for the assignment of Intellectual Property Rights in the Created Materials.

No party other than CCell Renewables has any rights under or in connection with this letter agreement and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.



The validity, construction and performance of this letter agreement shall be governed by and construed in accordance with the laws of England and Wales and each of Assignor and CCell Renewables irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this letter agreement.

**Please sign below to confirm that this letter records our agreement in relation to the Assigned Rights.**

We agree to the above.

Signed by W.J.D. Bateman for and on behalf of CCell Renewables Limited

Date: 22 January 2020

We agree to the above.

Signed by W.J.D. Bateman for and on behalf of Zyba Renewables Ltd

Date: 22 January 2020

## Annex 1- Key IP

### Patents:

- UK - GB2490515.1
- UK - GB1720178.1, published as GB2558780
- US - US9739257
- EU - EP2712398 (France, Germany, Ireland, Liechtenstein, Luxembourg, Monaco, Switzerland and the United Kingdom)
- China - CN103765002
- Japan - JP6050807
- Australia - 2012251527
- New Zealand - NZ618498

### Trade Secrets

- Manufacturing techniques and methods for the CCell paddle
- Manufacturing techniques and methods for the CCell reefs.
- Electronic control circuitry for the Smart Power Management units
- Software within the Smart Power Management unit
- Software and tools for the CFD simulation of the CCell wave paddle
- Software and tools for the numerical simulation for the CCell reefs