

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6226601

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	STS DEFENCE LIMITED	07/22/2020
RECEIVING PARTY DATA		
Name:	STS INTELLIMON LIMITED	
Street Address:	UNIT 5 THE COURTYARD	
Internal Address:	TIMOTHYS BRIDGE ROAD	
City:	STRATFORD UPON AVON, WARWICKSHIRE	
State/Country:	UNITED KINGDOM	
Postal Code:	CV37 9NP	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16463861
CORRESPONDENCE DATA		
Fax Number:	(703)816-4100	
<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:	703-816-4000	
Email:	ptomail@nixonvan.com	
Correspondent Name:	JOHN R. LASTOVA	
Address Line 1:	901 NORTH GLEBE ROAD, 11TH FLOOR	
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ATTORNEY DOCKET NUMBER:	JRL-550-2454	
NAME OF SUBMITTER:	JOHN R. LASTOVA	
SIGNATURE:	/John R. Lastova/	
DATE SIGNED:	07/30/2020	
Total Attachments: 9		
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DATED 22 JULY 2020

STS DEFENCE LIMITED

and

STS INTELLIMON LIMITED

INTELLECTUAL PROPERTY ASSIGNMENT

D YOUNG & CO
INTELLECTUAL
PROPERTY

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This agreement is dated 22 JULY 2020

Parties

- (1) STS DEFENCE LIMITED incorporated and registered in England & Wales with company number 03193298 whose principal place of business is Mumby Road, Gosport, Hampshire, PO12 1AF, United Kingdom (the "Assignor");
- (2) STS INTELLIMON LIMITED incorporated and registered in England & Wales with company number 04834424 whose registered office is at Unit 5 The Courtyard, Timothys Bridge Road, Stratford Upon Avon, Warwickshire, CV37 9NP (the "Assignee").

Background

- (A) The Assignor is the owner of the Intellectual Property (as defined below).
- (B) The Assignor has agreed to assign the Intellectual Property to the Assignee on the terms set out in this agreement.

Agreed terms

1. Interpretation

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

1.1 Definitions:

Apparatus and Method means apparatus and method for engine health monitoring using machine learning model to process vibration sensor data.

Intellectual Property: means patents, rights to inventions, copyright and related rights, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications 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 which relate to the Apparatus and Method including,

without limitation, the Patents.

Patents: means the patent applications, short particulars of which are set out in Schedule 1.

1.2 References to clauses and Schedules are to the clauses and Schedules of this agreement. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.3 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

2. Assignment

In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee, , all its right, title and interest in and to the Intellectual Property including:

- (a) in respect of any and each application in 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 (or equivalent) based thereon and to prosecute and obtain grant of patent on each and any such divisional application (or equivalent);
- (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 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 the Patents;
- (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 Intellectual Property, whether occurring before on or after the date of this agreement.

3. *Authorized signatory*

3.1 The parties confirm that the signatories to this agreement are authorised to sign it.

4. *Further assurance*

4.1 At its own expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and perform such acts as may be required for the purpose of giving full effect to this agreement, including:

- (a) registration of the Assignee as applicant for, or proprietor of, the Patents; and
- (b) assisting the Assignee in obtaining, defending and enforcing the Intellectual Property.

5. *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.

6. *Entire agreement*

6.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6.2 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 agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

7. *Variation*

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

8. Severance

8.1 If any provision or part-provision of this agreement 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 agreement.

8.2 If any provision or part-provision of this agreement is deemed deleted under clause 8.1 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.

9. Third party rights

9.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

10. Governing law

This agreement 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.

11. Jurisdiction

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

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Patents

Jurisdiction	Application no	Publication no	Status	Title
Australia	2017369832	AU2017369832 A1	Pending	Engine Health Diagnostic Apparatus and Method
Brazil	BR 11 2019 010019 9	BR112019010019-9 A2	Pending	Engine Health Diagnostic Apparatus and Method
Canada	3,042,979	CA 3042979 A1	Pending	Engine Health Diagnostic Apparatus and Method
China	201780072359.1	CN 109997025 A	Pending	Engine Health Diagnostic Apparatus and Method
European Patent Office	16201222.3	EP 3327419 A1	Pending	Engine Health Diagnostic Apparatus and Method
Hong Kong	19129915.3	HK 40006419 A	Pending	Engine Health Diagnostic Apparatus and Method
Japan	2019-528112	JP 2019535957 A	Pending	Engine Health Diagnostic Apparatus and Method
Republic of Korea	10-2019-7017552	KR 10-2019-0089004 A	Pending	Engine Health Diagnostic Apparatus and Method
Patent Cooperation Treaty	PCT/GB2017/053477	WO 2018/100334	Completed	Engine Health Diagnostic Apparatus and Method
Singapore	11201903467T	SG 11201903467T	Pending	Engine Health Diagnostic Apparatus and Method
United States of America	16/463,861	US 2019/0383705 A1	Pending	Engine Health Diagnostic Apparatus and Method

Signed for and on behalf of STS
DEFENCE LIMITED by an
authorised signatory under the
laws of England & Wales:

Signature:



Name:

J BOWLEY

Title:

MANAGING DIRECTOR

Date:

22 JULY 2020

Signed for and on behalf of STS
INTELLIMON LIMITED by an
authorised signatory under the
laws of England & Wales:

Signature:



Name:

J Bowley

Title:

DIRECTOR

Date:

22 JULY 2020