

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6320498

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	CONFIRMATORY ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MCLAREN APPLIED TECHNOLOGIES LIMITED	11/28/2019
RECEIVING PARTY DATA		
Name:	GALVANI BIOELECTRONICS LIMITED	
Street Address:	980 GREAT WEST ROAD	
City:	BRENTFORD MIDDLESEX	
State/Country:	UNITED KINGDOM	
Postal Code:	TW8 9GS	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29693986
CORRESPONDENCE DATA		
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ATTORNEY DOCKET NUMBER:	37425D	
NAME OF SUBMITTER:	PETER I. BERNSTEIN	
SIGNATURE:	/Peter I. Bernstein/	
DATE SIGNED:	09/28/2020	
Total Attachments: 4		
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CONFIRMATORY ASSIGNMENT

PARTIES:

- (1) **MCLAREN APPLIED TECHNOLOGIES LIMITED**, an English company (company number: 02322992) ("**ASSIGNOR**"); and
- (2) **GALVANI BIOELECTRONICS LIMITED**, an English company (company number: 09984862) ("**ASSIGNEE**").

BACKGROUND:

- A. The ASSIGNOR and Glaxosmithkline Research and Development Limited are parties to an agreement for the provision of certain consultancy and research services in relation to bioelectronics, dated 28 September 2016 (the "**2016 Agreement**"). The benefit of the 2016 Agreement was assigned to the ASSIGNEE on 21 November 2016.
- B. The ASSIGNOR and ASSIGNEE are parties to a master services agreement, dated 1 August 2017 (the "**MSA**") and a task order made pursuant to the MSA, with an effective date of 15 August 2017 (the "**Task Order**").
- C. The 2016 Agreement, the MSA, the Task Order and any other "Task Orders" (as defined in the 2016 Agreement and the MSA as applicable) entered into pursuant to either agreement, in each case as amended from time to time, are referred to collectively in this confirmatory assignment as the "**ASSIGNMENT**".
- D. The ASSIGNOR created various works and other deliverables pursuant to the ASSIGNMENT, including the designs contained in the design patent application referred to in the schedule to this confirmatory assignment (the "**WORKS**").
- E. By virtue of the ASSIGNMENT, the ASSIGNEE is entitled to legal and beneficial ownership of all intellectual property rights in the WORKS (including, without limitation, all patents; inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration; design rights; copyright and related rights and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, 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) (the "**INTELLECTUAL PROPERTY RIGHTS**").
- F. The parties wish to execute this confirmatory assignment for the purpose of confirming the ASSIGNEE'S rights in the INTELLECTUAL PROPERTY RIGHTS.

AGREED TERMS:

1. ASSIGNMENT

- 1.1 Pursuant to and for the consideration set out in the ASSIGNMENT, and additionally for the consideration of the sum of US\$1 (one US dollar) and other good and valuable consideration paid by the ASSIGNEE to the ASSIGNOR (the receipt and sufficiency of which are hereby acknowledged), the ASSIGNOR hereby assigns and confirms that it has assigned with full title guarantee to the ASSIGNEE absolutely, and the ASSIGNEE hereby accepts and confirms that it has accepted:
 - (a) all of the ASSIGNOR's right and title to and interest in the INTELLECTUAL PROPERTY RIGHTS, including, without limitation:
 - (i) in respect of each invention claimed by or disclosed in the INTELLECTUAL PROPERTY RIGHTS, the right to file patent applications, claim priority from such applications, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
 - (ii) in respect of each application included in the INTELLECTUAL PROPERTY RIGHTS:
 - (aa) the right to claim priority from such application;
 - (bb) the right to prosecute and obtain grant of patent or registered design rights; and

- (cc) to the extent applicable, the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- (iii) all the rights, powers, privileges and immunities conferred on the proprietor thereof by the grant of any registered rights pursuant to the INTELLECTUAL PROPERTY RIGHTS and, in relation to any patent applications covered by the INTELLECTUAL PROPERTY RIGHTS, the right to apply to each of the national patent offices of the designated countries covered by any patents granted under the European Patent Convention to be registered as proprietor in that country;
- (iv) the right to extend to, or register in or in respect of, any country or territory in the world each and any of the INTELLECTUAL PROPERTY RIGHTS, and each and any of the applications included in the INTELLECTUAL PROPERTY RIGHTS and/or filed as per clause 1.1(a)(i), and to extend to, or register in or in respect of, any country or territory in the world any patent or like protection granted in respect of any of such applications; and
- (v) the absolute entitlement to any patents or registered design rights granted pursuant to any of the applications included in the INTELLECTUAL PROPERTY RIGHTS and/or referred to above (including, without limitation, any divisionals, continuations, reissues and extensions in relation to any thereof); and
- (vi) supplementary protection certificates (right to apply for and existing SPCs); and
- (b) the right to bring, make, oppose or defend any appeal proceedings, claims or actions (and, where applicable, 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 RIGHTS, whether occurring/arising before, on or after the date of this confirmatory assignment.

2. FURTHER ASSURANCE

2.1 At the request and expense of the ASSIGNEE at any time, the ASSIGNOR shall:

- (a) do all acts and execute and swear all documents that are necessary or desirable to vest absolute legal and beneficial ownership of the rights, interests and other matters assigned or purported to be assigned pursuant to the ASSIGNMENT (the "RIGHTS") in the ASSIGNEE (or its nominees), to perfect the ASSIGNEE's (or its nominees') title to the RIGHTS anywhere in the world or otherwise give the ASSIGNEE the full benefit of the ASSIGNMENT (including, without limitation, doing all acts which may be necessary or desirable to record any registered intellectual property rights in the name of the ASSIGNEE in all relevant jurisdictions); and
- (b) give to the ASSIGNEE (or its nominees) such reasonable assistance as the ASSIGNEE (or its nominees) may request in evidencing the ASSIGNEE's (or its nominee's) title to the RIGHTS anywhere in the world.

2.2 The ASSIGNOR hereby 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 nominees) the full benefit of this confirmatory assignment. This power of attorney: (a) is irrevocable and is given by way of security to secure the performance of the ASSIGNOR's obligations under this confirmatory assignment; and (b) authorises the ASSIGNEE and the ASSIGNEE's agents to sign all such forms on behalf of the ASSIGNOR as the ASSIGNEE considers appropriate in order to record any RIGHTS in the name of the ASSIGNEE.

2.3 This confirmatory assignment may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

This confirmatory assignment has been executed as a deed and is delivered and takes effect as of the date of last signature by the parties.

SCHEDULE

Application No./ Publication No.	Application Date	Status	Territory	Reference
29/693,986	06/06/2019	Pending	USA	GV90086

EXECUTED as a deed on behalf of the
ASSIGNOR:

Signature: [Signature]

Name: MARY HUBBARD

Job Title: GENERAL COUNSEL

Date: 28/11/19

At: MTC, CHELTSEY RD

WOKING GU21 4YH

in the presence of:

Signature: Laura Jaramillo

Job Title: Locations Manager

Name (IN BLOCK CAPITALS):
LAURA JARAMILLO

Address (IN BLOCK CAPITALS):
MTC chertsey road, Woking.

EXECUTED as a deed on behalf of the
ASSIGNEE:

Signature: [Signature]

Name: SUBESH WILLIAMS

Job Title: DIRECTOR

Date: 3 DECEMBER 2019

At: 980 GREAT WEST RD,

BRENTFORD TW8 9GS UK

in the presence of:

Signature: Linda Boyton

Job Title: P.A.

Name (IN BLOCK CAPITALS):
LINDA BOYTON

Address (IN BLOCK CAPITALS):
980 GREAT WEST ROAD
BRENTFORD TW8 9GS UK.