

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6458861

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DESIGN REALTY LTD.	06/02/2020
RECEIVING PARTY DATA		
Name:	CORE PROTECTION SYSTEMS LTD.	
Street Address:	81 BOWEN COURT	
Internal Address:	ST. ASAPH BUSINESS PARK	
City:	ST. ASAPH, CLWYD	
State/Country:	UNITED KINGDOM	
Postal Code:	LL17 0JE	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	15038961
	Application Number:	15038947
CORRESPONDENCE DATA		
Fax Number:	(248)440-7300	
<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:	248-430-5770	
Email:	jl@bluefilamentlaw.com	
Correspondent Name:	BLUE FILAMENT LAW PLLC	
Address Line 1:	700 E. MAPLE ROAD	
Address Line 2:	SUITE 450	
Address Line 4:	BIRMINGHAM, MICHIGAN 48009	
ATTORNEY DOCKET NUMBER:	CHOI-0165US-0166US	
NAME OF SUBMITTER:	AVERY N. GOLDSTEIN, PH.D.	
SIGNATURE:	/Avery N. Goldstein, Ph.D./	
DATE SIGNED:	12/18/2020	
Total Attachments: 19		
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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

between

Design Reality Ltd

and

Core Protection Systems Ltd

This deed is dated

Parties

- (1) Design Reality Ltd (Company Number 04579570) incorporated and registered in England and Wales whose registered office is at 81 Bowen Court, St. Asaph Business Park, St. Asaph, Clwyd, LL17 0JE. (**Assignor**)
- (2) Core Protection Systems Ltd (Company Number 10002483) incorporated and registered in England and Wales whose registered office is at Design Reality Ltd, 81 Bowen Court, St. Asaph Business Park, St. Asaph, Clwyd, LL17 0JE. (**Assignee**)

BACKGROUND

- (A) The Assignor has agreed to assign to the Assignee the intellectual property rights shown in the Schedules to this agreement 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:

Assigned Rights: the Patents, Trade Mark, and Registered Designs.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Fit Check Connection: the design geometry which connects the Fit Check Technology to the Mask and Filters, limited to design geometry for Corpro products.

Fit Check Technology: a clip-in optional accessory that can be fitted to a mask, created in two forms, for fitting either inside the visor area of the mask or clipped on to the outside of one of the filters of the mask contained in a box as expressly defined and described in Schedule 4.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up goodwill and the right to sue for passing off or unfair competition, 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.

Mask and Filters: Masks identified at the time of the IP Assignment as Corpro Full Face Masks FFM1600 range and Corpro Half Masks HM1400 range and filters identified at the time of the IP Assignment as Corpro Filters F1100 range, and in each instance, which are the subject of the Patents and Registered Designs.

Materials: materials as identified and set out as 'Assets' in the Share Purchase Agreement of even date as agreed and signed by the parties], together with the CAD data in STEP file format referred to in Schedule 2 thereof. **Patents:** the patents and the applications short particulars of which are set out in Schedule 1.

Registered Designs: the registered designs and the applications short particulars of which are set out in Schedule 2.

Trade Mark: the registered trade mark short particulars of which are set out in Schedule 3.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 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.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes fax but not email.
- 1.12 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Assignment

- 2.1 In consideration of the sum of:

a) 

to be paid by Assignee to the Assignor on signature, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest (including any right to receive royalties or other payments associated with the same) in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents, Registered Designs and Trade Mark or as filed and:
 - (i) the right to claim priority from and to prosecute and obtain grant of patent, design, utility and design patent, (or similar rights), and trade mark and, in respect of the Patents:
 - (A) the right to file further patent applications and divisional patent applications based thereon and to prosecute and obtain grant of patent on each and any such application or 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;
 - (ii) in respect of the signs consisting the Trade Mark the right to file an application, claim priority from such application, and prosecute and obtain grant of trade mark or similar protection in or in respect of any country or territory in the world;
 - (iii) the right to extend to or register in or in respect of any country or territory in the world each and any of the Registered Designs, Patents and/or

Trade Mark, and each and any of the applications comprised in the Registered Designs, Patents and/or Trade Mark 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 trade mark or like protection granted on any of such applications.

- (b) all goodwill attaching to the Trade Mark and to that part of the Assignor's business that relates to the goods or services for which the Trade Marks are registered or used; and
 - (c) 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 Assigned Rights whether occurring before, on, or after the date of this deed.
- 2.2 The Assignee shall within 30 days of delivery of the same, make payment of all fees (evidenced by copy VAT Invoices in the name of and paid by the Assignor) relating to and incurred by the Assignor in relation to the maintenance and prosecution of the Assigned Rights from 1 March 2020 to signature (together with a VAT invoice in the name of the Assignee in relation thereto)
- 2.3 The Assignee hereby acknowledges, subject to the terms of clause 3 (Licence) that all other rights other than the Assigned Rights, including accrued know how, are expressly reserved to the Assignor, and the Assignor shall be free to do as it so wishes in respect of individual parts, fixtures, fittings and other features that are **not** the core subject of any Assigned Right as exists and in force on the date of signature (e.g. a face visor connected to the seal with a bezel, screw and nut, which whilst is included within a Registered Design, it is just one component part of the same and **not** protected as an individual feature) **SAVE THAT** it will not directly do any act that infringes any of the Assigned Rights (i.e. replicate the product that is the protected subject matter of a Registered Design or which infringes any Patent) or actively and purposefully design any product that is directly and solely created specifically to function with **only** the Assigned Rights..
- 2.4 The Assignor undertakes not to itself, or to permit any third party, to manufacture or supply the Fit Check Technology using the Fit Check Connection for use on the Masks and Filters for a period of 24 months from the date of signature. The Assignor will only supply the same to the Assignee during this 24 month period under a mutually agreed supply agreement (which may contain exclusivity provisions of a longer term, which shall supersede the 24 months contained in this Clause).

3. Licence

The Assignor hereby grants to the Assignee a irrevocable, perpetual, non exclusive, royalty free, worldwide licence, with rights to sublicense, the Intellectual Property Rights in the Materials , for the purpose of the Assignee benefiting from, performing, or enjoying the rights granted herein with regard to the Assigned Rights and to develop, manufacture, register or supply any of the Assigned Rights and to use develop and copy the Intellectual Property Rights comprising of or contained in the Materials to improve, enhance or modify, manufacture, use, and sell or otherwise supply any product which is the subject of the Assigned Rights.

4. VAT

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

5. Warranties

The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- (b) for each of the applications and registrations listed in Schedule 1, Schedule 2 and Schedule 3, it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
- (c) as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings threatened, in relation to the ownership, validity or use of any of the Assigned Rights.

6. Further assurance

- 6.1 At the expense of the Assignee (such costs and expenditure to be reasonable at all times), the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including:

- (a) registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and
- (b) 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 Assigned Rights.

7. NOT USED

8. Moral rights

The Assignor warrants to the Assignee, it has obtained written absolute waivers from all authors of the Materials in relation to all their moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Materials and, as far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world and the same may be requested by the Assignee, and provided by the Assignor, in the event of any challenge or assertion otherwise.

9. 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10. Entire agreement

10.1 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.

10.2 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.

11. Variation

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

12. Severance

- 12.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 12.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13. Counterparts

- 13.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 13.2 Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 13.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

14. Third party rights

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.

15. Governing law

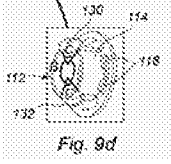
This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16. 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.

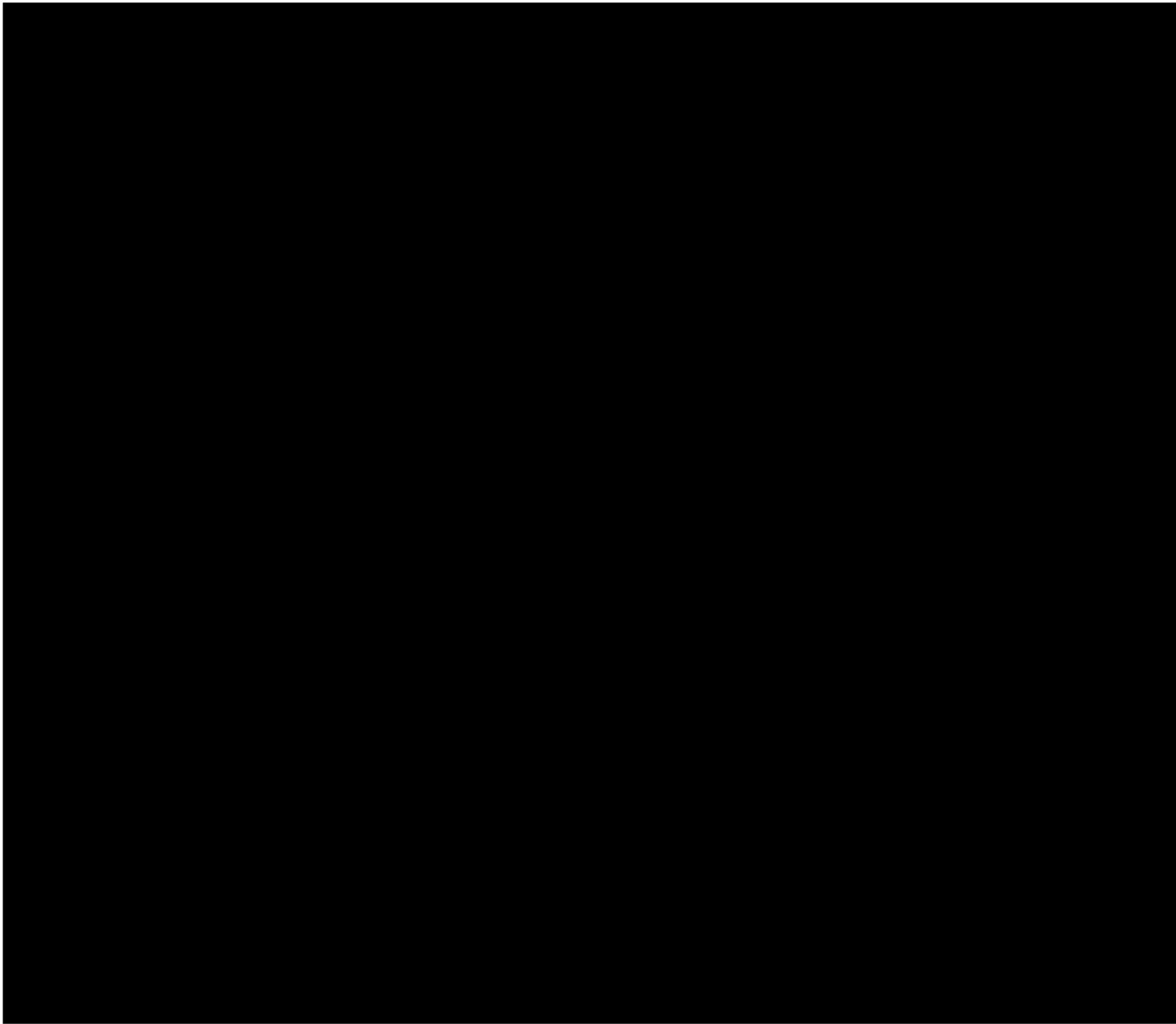
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

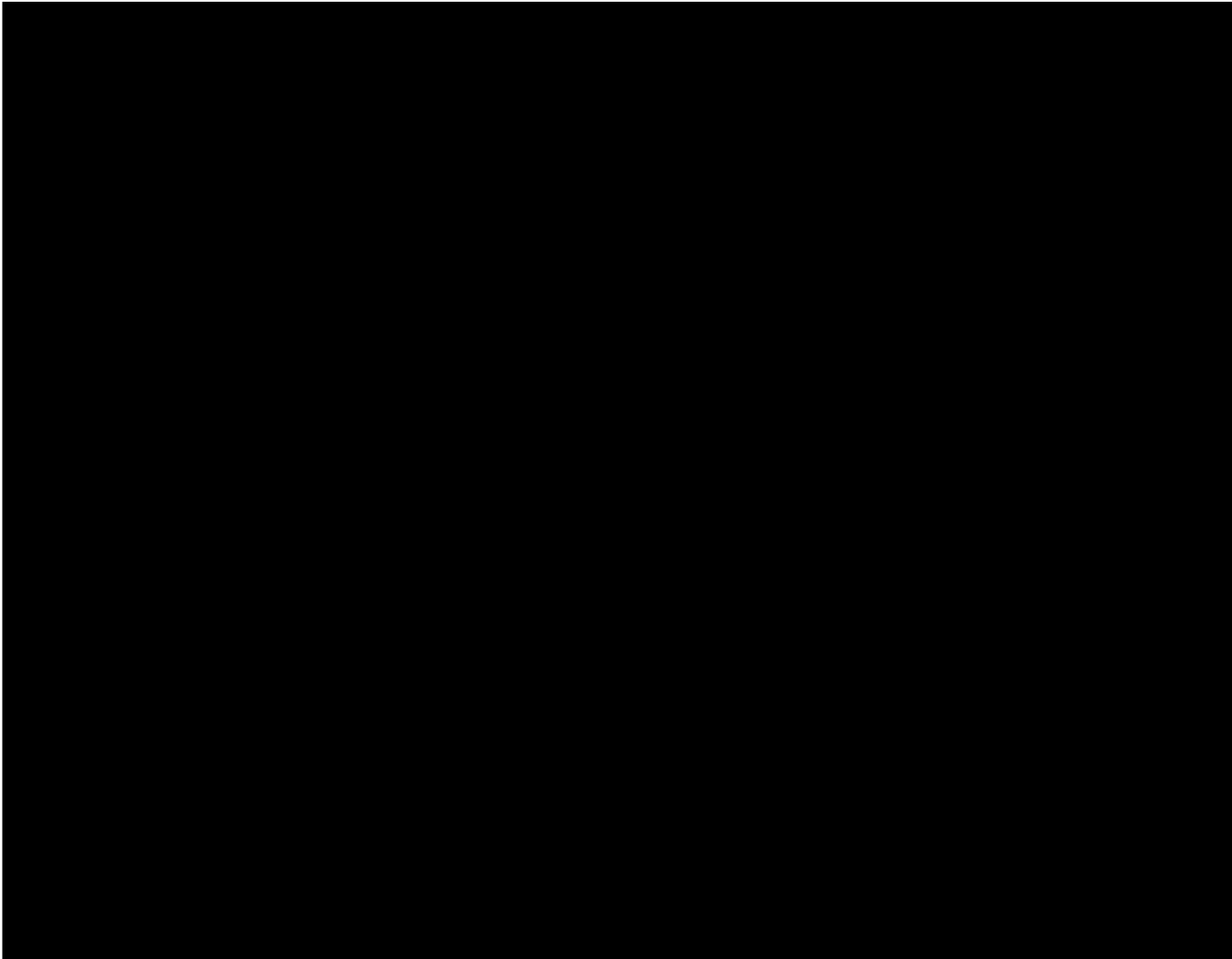
Schedule 1 Patents

P0460GBA		United Kingdom	Superseded by PCT application	03 Jul 2014	GB	1411885.
P0460WOA		WIPO	Superseded by national phase applications	28 Nov 2014	WO	PCT/GB2014/053527
P0460WOAAU		Australia	Granted	28 Nov 2014	WO	PCT/GB2014/053527
P0460WOABR		Brazil	Under examination	28 Nov 2014	WO	PCT/GB2014/053527
P0460WOACA		Canada	Under examination	28 Nov 2014	WO	PCT/GB2014/053527
P0460WOACN		China	Under examination	28 Nov 2014	WO	PCT/GB2014/053527
P0460WOAEP		European Patent Office	Granted, but superseded by national validations	28 Nov 2014	WO	PCT/GB2014/053527
P0460WOAEPDE		Germany	Granted (validation)	28 Nov 2014	WO	PCT/GB2014/053527
P0460WOAEPES		Spain	Granted (validation)	28 Nov 2014	WO	PCT/GB2014/053527
P0460WOAEPFR		France	Granted (validation)	28 Nov 2014	WO	PCT/GB2014/053527
P0460WOAEPGB		United Kingdom	Granted (validation)	28 Nov 2014	WO	PCT/GB2014/053527
P0460WOAEPIT		Italy	Granted (validation)	28 Nov 2014	WO	PCT/GB2014/053527
P0460WOAEPNL		Netherlands	Granted (validation)	28 Nov 2014	WO	PCT/GB2014/053527
P0460WOAEPSE		Sweden	Granted (validation)	28 Nov 2014	WO	PCT/GB2014/053527

P0460WOAIN	India	Under examination	28 Nov 2014	WO	PCT/GB2014/053527
P0460WOAKR	Korea	Under examination	28 Nov 2014	WO	PCT/GB2014/053527
P0460WOAUS	United States of America	Under examination	28 Nov 2014	WO	PCT/GB2014/053527
P0460WOAZA	South Africa	Granted	28 Nov 2014	WO	PCT/GB2014/053527
P0460WO	WIPO	Superseded by national phase applications	28 Nov 2014	WO	PCT/GB2014/053528
P0460WOAU	Australia	Granted	28 Nov 2014	WO	PCT/GB2014/053528
P0460WOEP	European Patent Office	Granted, but superseded by national validations	28 Nov 2014	WO	PCT/GB2014/053528
P0460WOEPDE	Germany	Granted (validation)	28 Nov 2014	WO	PCT/GB2014/053528
P0460WOEPES	Spain	Granted (validation)	28 Nov 2014	WO	PCT/GB2014/053528
P0460WOEPFR	France	Granted (validation)	28 Nov 2014	WO	PCT/GB2014/053528
P0460WOEPGB	United Kingdom	Granted (validation)	28 Nov 2014	WO	PCT/GB2014/053528
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P0460WOEPNL	Netherlands	Granted (validation)	28 Nov 2014	WO	PCT/GB2014/053528
P0460WOEPSE	Sweden	Granted (validation)	28 Nov 2014	WO	PCT/GB2014/053528
P0460WOUS	United States of America	Under examination	28 Nov 2014	WO	PCT/GB2014/053528
P0460GB	United Kingdom	Lapsed (EP(UK) patent takes precedence)	04 Dec 2013	GB	1321369.

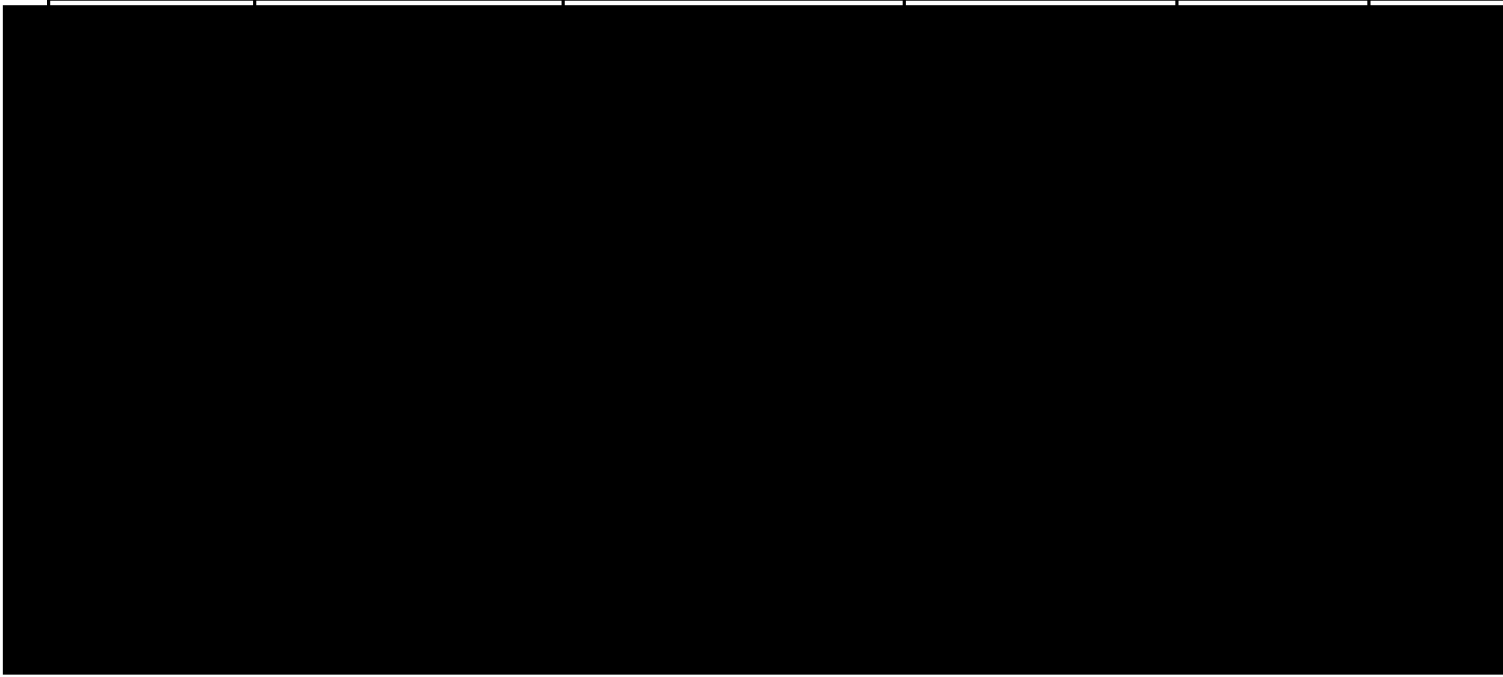
Schedule 2 Registered Designs





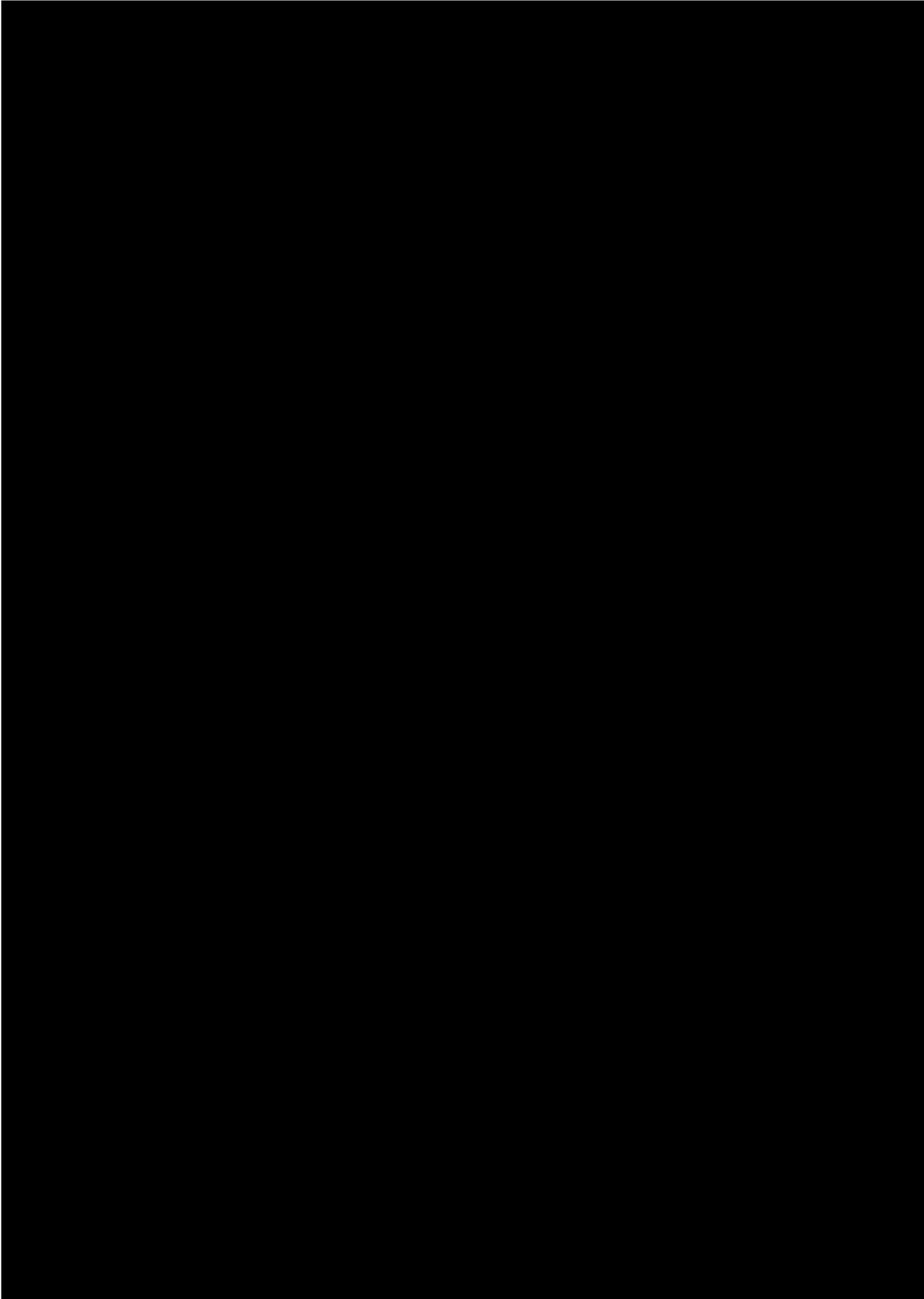


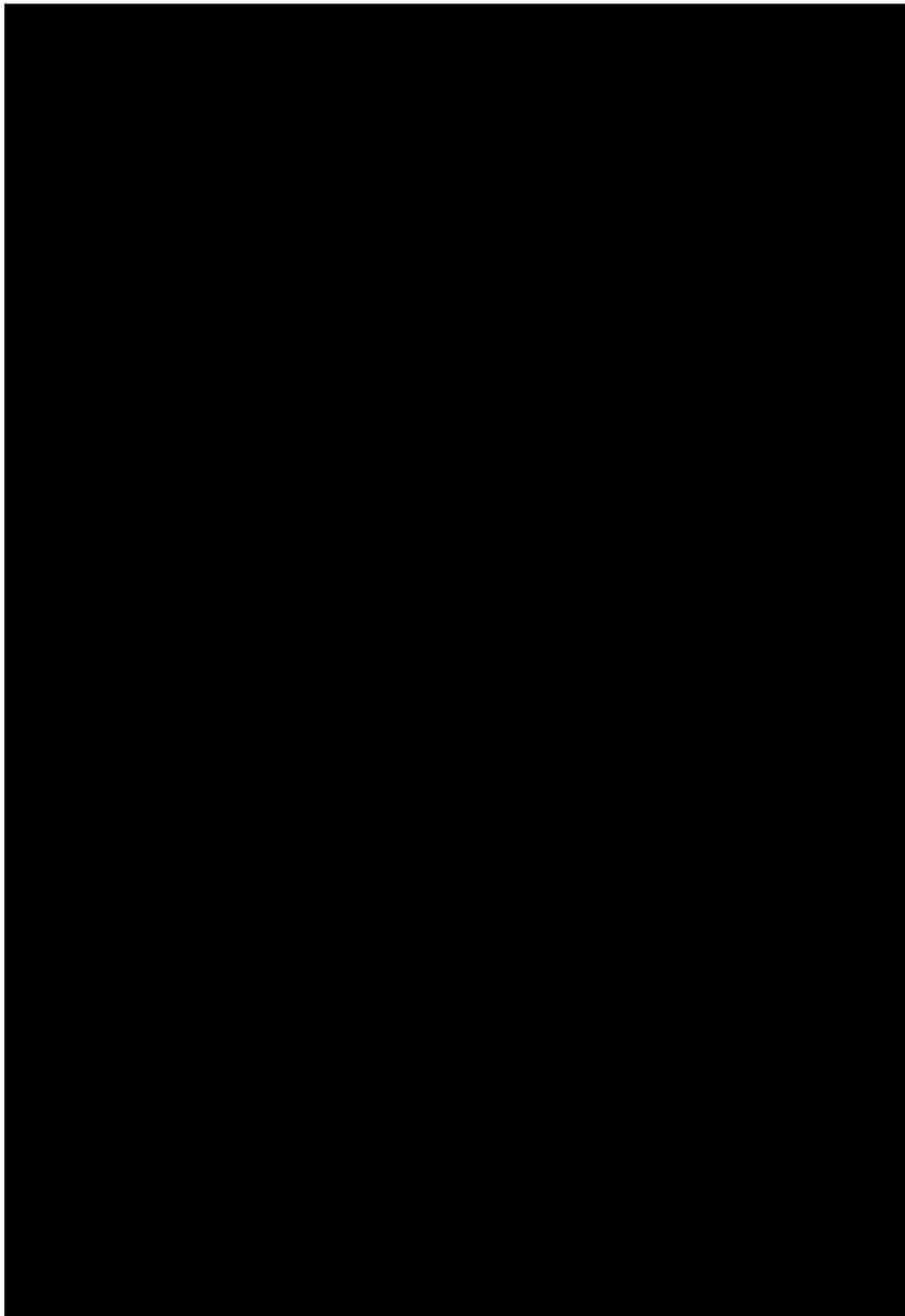
Schedule 3 Trade Mark



SCHEDULE 4

Fit Check





Executed as a deed by Design Reality Ltd
acting by Caroline Baker a director, in the
presence of:

.....
/ Caroline Baker /
Director

.....
[SIGNATURE OF WITNESS]

**[NAME, ADDRESS [AND OCCUPATION]
OF WITNESS]**

Executed as a deed by Core Protection
Systems Ltd acting by
[PHILSCOTT] a director, in the presence
of:

.....
/ Phil Scott /
Director

.....
[SIGNATURE OF WITNESS]

**[NAME, ADDRESS [AND OCCUPATION]
OF WITNESS]**