

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6482390

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EGRESS SOFTWARE TECHNOLOGIES LIMITED	03/19/2019
RECEIVING PARTY DATA		
Name:	EGRESS SOFTWARE TECHNOLOGIES IP LIMITED	
Street Address:	WHITE COLLAR FACTORY, 1 OLD STREET YARD	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	EC1Y 8AF	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17116345
CORRESPONDENCE DATA		
Fax Number:		
<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:	720-845-6065	
Email:	PatentsUS@eip.com	
Correspondent Name:	EIP US LLP	
Address Line 1:	5445 DTC PARKWAY, PH4	
Address Line 4:	GREENWOOD VILLAGE, COLORADO 80111	
ATTORNEY DOCKET NUMBER:	E2680.USC1WC1+	
NAME OF SUBMITTER:	SPENCER GIBBS	
SIGNATURE:	/Spencer Gibbs/	
DATE SIGNED:	01/06/2021	
Total Attachments: 7		
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Intra-Group Deed of Assignment of Patents

- (1) Egress Software Technologies Limited
- (2) Egress Software Technologies IP Limited

19 March 2019 | 6:04 PM GMT
Dated



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19 March 2019 | 6:04 PM GMT

THIS DEED is made on

BETWEEN:

- (1) **EGRESS SOFTWARE TECHNOLOGIES LIMITED**, incorporated and registered in England and Wales with company number 06393598 whose registered office is at White Collar Factory, 1 Old Street Yard, London, England, EC1Y 8AF (the "**Assignor**");
- (2) **EGRESS SOFTWARE TECHNOLOGIES IP LIMITED**, incorporated and registered in England and Wales with company number 11604455 whose registered office is at White Collar Factory, 1 Old Street Yard, London, England, EC1Y 8AF ("**Assignee**"),

each a "**Party**" and together the "**Parties**".**BACKGROUND:**

- (A) The Assignor and the Assignee are all members of the Egress Group (as defined below).
- (B) The Assignor is the proprietor of certain Intellectual Property Rights in the Patents (both as defined below) and has agreed to assign those Intellectual Property Rights to the Assignee on the terms of this Deed.

THIS DEED WITNESSES as follows:**1. Definitions and Interpretation**

- 1.1 In this Deed, unless the context otherwise requires, the following definitions shall apply:

"Deed" means this deed.**"Egress Group"** means the Assignor, the Assignee and any person who is from time to time a holding company of the Assignor and/or the Assignee or a subsidiary of the Assignor and/or Assignee or such holding company (the terms "**holding company**" and "**subsidiary**" being as defined in section 1159 of the Companies Act 2006).**"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and neighbouring and related rights (including rights in computer software, databases and source code), trade marks and service marks, business names, domain names, social media handles or identifiers, rights in get-up and trade dress, 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.**"Patents"** means the patents, short particulars of which are set out in Schedule 1 (Patents).

- 1.2 In this Deed, unless the context otherwise requires: (a) words in the singular include the plural and vice versa and words in one gender include any other gender; (b) a reference to a statute or statutory provision includes: (i) any subordinate legislation (as defined in section 21(1), Interpretation Act 1978) made under it; and (ii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Deed; (c) a reference to: (i) any party includes its successors in title and permitted assigns; and (ii) a party, clause and schedule is to a party to, a clause of and a schedule to this Deed; (d) the words "includes" or "including" shall be construed as illustrative only and shall not limit the generality of the preceding words; (e) if there is any conflict or inconsistency between any clause of this Deed and any schedule to this



Deed, the clause shall prevail; and (f) the table of contents and headings are inserted for convenience only and shall not affect the interpretation of this Deed.

2. Assignment

2.1 In consideration of the sum of £1 paid to the Assignor (receipt of which the Assignor expressly acknowledges), the Assignor hereby irrevocably assigns, conveys and transfers by deed to the Assignee, its successors and assigns absolutely with full title guarantee all the right, title and interest in and to the Patents throughout the world, including:

- (a) in respect of the Patents, and in and to all and any inventions disclosed in the Patents, and in respect of any and each application in the Patents:
 - (i) the right to claim priority from and to prosecute and obtain grant of a patent;
 - (ii) the right to file continuation, CIP, divisional and related applications based thereon and to prosecute and obtain grant of each patent on each and any such divisional, continuation, CIP and related applications;
 - (iii) 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 respect of any country or territory in the world;
 - (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 Patents, and each and any of the applications filed as aforesaid, and to extend to or register or in respect of any country or territory in the world any patent or like protection granted on any of such applications; and
 - (v) the absolute entitlement to any patents granted pursuant to any of the applications filed as aforesaid.
- (b) the absolute entitlement to any registrations granted (and the right to renew or edit any of those registrations granted) pursuant to any of the applications comprised in the Patents;
- (c) all other rights in the Patents of whatever nature, whether now known or created in the future, to which the Assignor is now, or at any time after the date of this Deed may be, entitled by virtue of the laws in force in the United Kingdom and in any other part of the world;

in each case for the whole term (including any renewals, reversions, revivals and extensions of any of the Patents) and together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend or appeal proceedings, claims or actions, and obtain relief, to sue for infringement, and to retain any damages recovered, in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents, whether occurring before, on, or after the date of this Deed.

3. Further assurance

3.1 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 the Assignee may (in its absolute discretion) request for the purpose of giving full effect to this Deed.

4. Waiver

4.1 No failure or delay by the Assignee to exercise any right or remedy provided under this Deed 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 by the Assignee shall prevent or restrict the further exercise of that or any other right or remedy by the Assignee.

5. Entire agreement

5.1 This Deed 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 (save that this Deed does not affect in any way the Licence Agreement which shall remain in full force and effect without variation by this Deed).

5.2 The Assignor 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 Deed. The Assignors agree that they shall have no claim for innocent or negligent misrepresentation based on any statement in this Deed.

6. Variation

6.1 No variation of this Deed shall be effective unless it is in writing and signed by the Assignee and the Assignor (or their authorised representatives).

7. Severance

7.1 If any provision or part-provision of this Deed 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 Deed.

7.2 If any provision or part-provision of this Deed is deemed deleted under Clause 7.1 the Assignee shall be entitled to substitute such provision(s) as it deems appropriate to achieve the intended commercial result of the original provision.

8. Counterparts

8.1 This Deed 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.

9. Third-party rights

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

10. Inadequacy of damages

10.1 Without prejudice to any other rights or remedies, the Assignor acknowledges and agrees that damages alone would not be an adequate remedy for any breaches of this Deed. Accordingly, the Assignee shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Deed.

11. Governing law and Jurisdiction

11.1 This Deed 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.

11.2 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 Deed or its subject matter or formation, save that the Assignee shall be entitled to bring proceedings in such other territory as it (at its absolute discretion) determines.

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

Signed and delivered as a deed
Egress Software Technologies Limited
 acting by
 Malcolm Locke
 Chief Financial Officer, in the presence of:

)
)
) DocuSigned by:
) *Malcolm Locke*
)
) 5E9ACBF1174C414...

19 March 2019 | 3:24 PM GMT
 Date:

DocuSigned by:

 Signature of Witness

Ed Bodey

 Witness name
 (printed)

white collar factory General Counsel

 1 old street yard

 London, EC1Y 8AF

 Witness address

Signed and delivered as a deed
Egress Software Technologies IP Limited
 acting by
 Neil Larkins, a director, in the presence of:

)
)
) DocuSigned by:
) *Neil Larkins*
)
) 32AD3A8E838042B...

19 March 2019 | 6:01 PM GMT
 Date:

DocuSigned by:

 Signature of Witness

Ed Bodey

 Witness name
 (printed)

white collar factory General Counsel

 1 old street yard

 London, EC1Y 8AF

 Witness address



Schedule 1

Patents

Client Ref	Country	App. No.	App. Date	Grant No.	Grant Date	Grant Category	Grant Status	Owner
Egress Switch	UK	0806429.7	2008-04-09	GB2450197	2009-07-08	Standard Filing	Registered	Egress Software Technologies Ltd
Media Device Access Control Mechanism (Email)	USA	13/935,447	2013-07-03	RE45,047	2014-07-22	Re-Issue (Broadening)	Registered	Egress Software Technologies Ltd
Media Device Access Control Mechanism (Media Object)	USA	13/935,445	2013-07-03	RE45,046	2014-07-22	Re-Issue (Broadening)	Registered	Egress Software Technologies Ltd
Egress Switch	USA	12/353,390	2009-01-14	7,975,311	2011-07-05	Standard Filing	Abandoned	Egress Software Technologies Ltd
Secure Data Exchange Desktop	UK	0907665.4	2009-05-05	GB2470008	2014-01-29	Standard Filing	Registered	Egress Software Technologies Ltd
Divisional - Secure Data Exchange Desktop	UK	1321692.4	2009-05-05	GB2505375	2014-04-09	Divisional (D1, D2, etc.)	Registered	Egress Software Technologies Ltd
Method and system for processing data packages	UK	1901736.7	2019-02-07			Patent Application	Filed	Egress Software Technologies Ltd
Method and system for processing data packages	UK	1901738.3	2019-02-07			Patent Application	Filed	Egress Software Technologies Ltd
Method and system for processing data packages	UK	1901737.5	2019-02-07			Patent Application	Filed	Egress Software Technologies Ltd
Identifying Misdirected Emails	UK	1618239.6	2016-10-28			Standard Filing	Application Published	Egress Software Technologies Ltd
Identifying Misdirected Emails	Hong Kong	18111433.2	2016-10-28			Re-Registration of Foreign Registration	Application Filed	Egress Software Technologies Ltd
Identifying Misdirected Emails	Patent Cooperation Treaty	PCT/GB2017/053250	2017-10-27			Standard Filing	Application Published	Egress Software Technologies Ltd

PATENT