

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6654431

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALAN SUTTIE	03/01/2019
BRIAN LOUDON	03/01/2019
FEARSOME LIMITED	03/01/2019
RECEIVING PARTY DATA	
Name:	GM INNOVATIONS LIMITED
Street Address:	STERLING HOUSE, 20 RENFIELD STREET
City:	GLASGOW
State/Country:	UNITED KINGDOM
Postal Code:	G2 5AP
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17049226
CORRESPONDENCE DATA	
Fax Number:	(518)452-5579
<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:	5184525600
Email:	jorden.newkirk@hrfmlaw.com
Correspondent Name:	HESLIN ROTHENBERG FARLEY & MESITI P.C.
Address Line 1:	5 COLUMBIA CIRCLE
Address Line 4:	ALBANY, NEW YORK 12203
ATTORNEY DOCKET NUMBER:	2245.222
NAME OF SUBMITTER:	ERICA M. HINES, ESQ.
SIGNATURE:	/Erica M. Hines/
DATE SIGNED:	04/13/2021
Total Attachments: 4	
source=2245222 Assignment - Suttie, Loudon Fearsome to GM (H2017355xD16FB)#page1.tif	
source=2245222 Assignment - Suttie, Loudon Fearsome to GM (H2017355xD16FB)#page2.tif	
source=2245222 Assignment - Suttie, Loudon Fearsome to GM (H2017355xD16FB)#page3.tif	
source=2245222 Assignment - Suttie, Loudon Fearsome to GM (H2017355xD16FB)#page4.tif	

CONFIRMATORY AGREEMENT

This CONFIRMATORY AGREEMENT is made with effect from 1st March 2019 between

Alan SUTTIE AND Brian LOUDON both of The Whisky Bond, 2 Dawson Road, Glasgow, G4 9SS, United Kingdom (hereinafter collectively referred to as "the Fearsome Inventors", which expression shall include their successors and assigns);

AND

FEARSOME LIMITED of The Whisky Bond, 2 Dawson Road, Glasgow, G4 9SS, United Kingdom, a company incorporated in Scotland (hereinafter referred to as "Fearsome", which expression shall include its successors and assigns);

AND

GM INNOVATIONS LIMITED of Sterling House, 20 Renfield Street, Glasgow, G2 5AP, United Kingdom, a company incorporated in Scotland (hereinafter referred to as "GM Innovations", which expression shall include its successors and assigns).

WHEREAS

- A. GM Innovations and Fearsome have collaborated in the invention and development of an apparatus for separating components of a fluid stream.
- B. The Fearsome Inventors are some of the inventors of an invention or inventions (hereinafter referred to as "the Inventions") relating to an apparatus for separating components of a fluid stream and described in International patent application no. PCT/EP2018/054681 filed on 26 February 2018 (hereinafter referred to as "the first PCT Application").
- C. The Inventions arose in the course of the normal duties of the Fearsome Inventors as employees of Fearsome or in the course of duties specially assigned to them. The Fearsome Inventors confirm that their rights in the Inventions have been acquired by Fearsome by virtue of Section 39(1) of the UK Patents Act 1977.
- D. Fearsome Inventors and Fearsome have previously assigned to GM Innovations, any rights that they have in the PCT Application and the Inventions in an agreement dated 22 February 2018.

- E. GM Innovations now wish to file a further PCT Application (hereinafter referred to as "the second PCT Application") claiming priority from UK Patent Application No. 1806615.9 filed on 24 April 2018 (hereinafter referred to as "the Priority Application") relating to the Inventions.
- F. The Fearsome Inventors and Fearsome wish to confirm that all rights in the Inventions, the Priority Application and the Second PCT Application belong to GM Innovations.
- G. The Fearsome Inventors and Fearsome also wish to assign to GM Innovations, to the extent that they have not already done so, any rights that they have in or to the second PCT Application, the Priority Application, the Inventions, and any patents and patent applications relating to the Inventions and/or derived from the second PCT Application or the Priority Application.

NOW THIS ASSIGNMENT WITNESSETH THAT:

1. In consideration of the sum of one pound (£1) and other good and valuable consideration paid by GM Innovations to the Fearsome Inventors and Fearsome, the receipt of which the Fearsome Inventors and Fearsome hereby acknowledge, the Fearsome Inventors and Fearsome hereby assign to GM Innovations, to the extent that they have not already done so, their entire right, title and interest in and to the Inventions, the Priority Application, the second PCT Application, and any patents, patent applications and like forms of protection (hereinafter collectively referred to as "the Patents and Patent Applications") based on or derived from the second PCT Application or the Priority Application and including but not limited to any continuations, continuations-in-part, divisional applications, reissues, revalidations, registrations, inventors' certificates, petty patents, utility models, supplementary protection certificates and renewals and extensions thereof for all countries in the world.
2. The Fearsome Inventors and Fearsome further assign to GM Innovations the full right to apply for and obtain patents or other similar forms of protection in respect of the Inventions in any part of the world.
3. The Fearsome Inventors and Fearsome assign to GM Innovations the right to claim convention priority from the Priority Application and the second PCT Application.
4. At the request and reasonable cost of GM Innovations, the Fearsome Inventors and Fearsome shall execute all such documents and do all such acts as may be necessary or proper for enabling GM Innovations to perfect its right, title and interest in and to the

Patents and Patent Applications and the Inventions, and to prosecute, defend and enforce the Patents and Patent Applications, including but not limited to executing any application forms, confirmatory assignments, declarations, oaths, affidavits, technical reports and witness statements that may reasonably be required.

5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.
6. This Assignment shall be governed by the laws of Scotland and the parties to this Agreement agree to submit to the non-exclusive jurisdiction of the Scottish Courts in respect of any matters arising out of it.

IN WITNESS whereof the parties hereto have entered into this agreement as from the day and year above written.

Signed by: Alan SUTTIE

Signature:

Alan M Suttie

Witnessed by:

Signature:

Andrew Simpson

Witness Name:

ANDREW SIMPSON

Signed by: Brian LOUDON

Signature:

Brian Loudon

Witnessed by:

Signature:

Annalisa Simonella

Witness Name:

ANNALISA SIMONELLA

Signed on behalf of FEARSOME LIMITED

Witnessed by:

Signature:

Alan M. Suttie

Signature:

Andrew Simpson

Full Name:

Alan Suttie

Witness Name:

Andrew Simpson

Position:

MD

Signed on behalf of GM INNOVATIONS
LIMITED

Witnessed by:

Signature:

J.S. Eliot

Signature:

A.C.G. Mackie

Witness Name:

A.C.G. Mackie

Full Name:

J.S. Eliot

Position:

Director