

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6944599

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	HUGH BROGAN	04/30/2021
RECEIVING PARTY DATA		
Name:	SMART SOUND TECHNOLOGIES LIMITED	
Street Address:	1 NEVILLE CHAMBERS	
Internal Address:	JURY STREET	
City:	WARWICK	
State/Country:	UNITED KINGDOM	
Postal Code:	CV34 4EY	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10264337
CORRESPONDENCE DATA		
Fax Number:	(215)972-4169	
<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:	2159727880	
Email:	patents@saul.com, lynn.white@saul.com	
Correspondent Name:	MARK D. SIMPSON, SAUL EWING ARNSTEIN & LEHR LLP	
Address Line 1:	CENTRE SQUARE WEST, 1500 MARKET STREET	
Address Line 2:	38TH FLOOR	
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19102	
ATTORNEY DOCKET NUMBER:	365678.00002	
NAME OF SUBMITTER:	MARK D. SIMPSON	
SIGNATURE:	/Mark D. Simpson/	
DATE SIGNED:	09/30/2021	
Total Attachments: 5		
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Intellectual Property Assignment

Dated the 30 day of April 2021

Between

Hugh BROGAN of Flat 3 Ramsey House, Ramsey Mount East, Ramsey, Isle of Man IM8 1NP (the "Assignor")

and

Smart Sound Technologies Limited of 1 Neville Chambers, Jury Street, Warwick CV34 4EY, UK (the "Assignee")

Whereas

1. The Assignor is the legal and beneficial owner of the intellectual property rights, particulars of which are set out in Schedule 1 (the "Intellectual Property");
2. The Assignor wishes to assign to the Assignee all its rights, titles, interests and goodwill in the Intellectual Property on the terms set out in this Agreement.

1. Assignment

- 1.1 The Assignor hereby assigns with full title guarantee to the Assignee all its right, title, interest and goodwill in the Intellectual Property and all rights of action in relation to the Intellectual Property, including without limitation, the right to file divisional patent applications, the right to take and defend proceedings and to seek and recover damages and other relief for past infringements, arising from ownership of the Intellectual Property, whether occurring before, on or after the date of this Agreement.

2. Further Assurance

- 2.1 The Assignor shall provide, at the request of the Assignee, all reasonable assistance as the Assignee considers necessary or desirable and shall execute all such documents as the Assignee may direct in connection with:
 - (i) perfecting or recording this assignment and establishing and confirming the title of the Assignee to the Intellectual Property assigned pursuant to this Agreement;
 - (ii) bringing or defending any proceedings, which may be brought by or against the Assignee, relating to the rights assigned by this Agreement, subject to the Assignee bearing the expense of such assistance, including without limitation all direct costs in employees' time.

3. Warranties

- 3.1 The Assignor warrants that:
 - (a): it is the owner of all rights, titles, interest and goodwill in all of the Intellectual Property.
 - (b): it has not sold or transferred any rights, titles, interest or goodwill in the Intellectual Property to any third party, where a third party is any entity or person not being a signatory to this Agreement.

(c): it has the authority to enter this Agreement.

(d): it does not believe that any of the Intellectual Property has been taken from any third party without authorization.

(e): it does not know of any permissions that have to be obtained in order for the assignment to be completed.

3.2 The Assignee warrants that it has the authority to enter this Agreement.

4. Consideration

4.1 The consideration for the Intellectual Property is the sum of [REDACTED] receipt of which is hereby acknowledged by the Assignor.

5. No Waiver

5.1 Except as otherwise expressly provided in this Agreement:

- (i) no failure to exercise or delay in exercising any right, power or remedy under this Agreement shall affect such right, power or remedy or constitute a waiver thereof or preclude its exercise at any subsequent time;
- (ii) no waiver by any Party of any breach or non-fulfilment by the other Parties of any provision of this Agreement shall be deemed to be a waiver of any subsequent or other breach of that or any other provision hereof;
- (iii) no single or partial exercise of any right, power or remedy under this Agreement shall preclude or restrict the further exercise of any such right, power or remedy; and
- (iv) the rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

6. Whole Agreement

6.1 This Agreement constitutes the entire understanding, and constitutes the whole and only agreement in relation to the subject matter of this Agreement, and supersedes any previous agreement between the Parties with respect thereto.

6.2 Any remedy or right conferred upon the Assignee under, or pursuant to, this Agreement shall be in addition, and without prejudice, to all other rights and remedies otherwise available to it at law.

7. Third Party Rights

7.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

8. Amendment

8.1 This Agreement may be amended or modified in whole or in part at any time by an agreement in writing executed by or on behalf of each of the Parties to this Agreement.

9. Severability

9.1 Each of the provisions of this Agreement is severable.

9.2 If any provision of this Agreement is held to be or becomes invalid or unenforceable in any respect under the law of any relevant jurisdiction, it shall have no effect in that respect in that jurisdiction and the Parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the original provision.

9.3 Nothing in this clause 9 shall affect or impair:

9.3.1 the legality, validity or enforceability in the relevant jurisdiction of any other provision of this Agreement; or

9.3.2 the legality, validity or enforceability under the laws of any other jurisdiction of the relevant provision or any other provision of this Agreement.

10. Counterparts

10.1 This Agreement may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart.

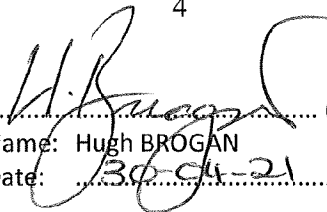
10.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute the same instrument.

11. Governing Law and Jurisdiction

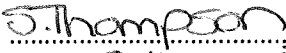
11.1 This Agreement is governed by, and shall be construed in accordance with, the laws of England and Wales. Any matter, claim or dispute, whether contractual or non-contractual, arising out of or in connection with this Agreement shall be governed by and determined in accordance with the laws of England and Wales.

11.2 In relation to any contractual or non-contractual claim, dispute, action, suit or proceedings arising out of or in connection with this Agreement, or its subject matter, or its formation, or to enforce it, each of the Parties irrevocably submits and agrees to submit to the exclusive jurisdiction of the courts of England and Wales, and irrevocably waives (and agrees not to raise) any objection to such proceedings in such courts on the ground of *forum non-conveniens* or on any other ground.

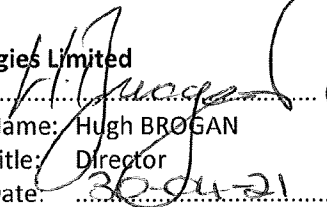
Signed by **Hugh BROGAN**


..... (Please sign)
Name: Hugh BROGAN
Date: 30-04-21


Witness:


..... (Please sign)
Name: Sallyanne Thompson
Address: 3 Ashbrook Rise
Hartshill CV10 0AUH
Date: 30-04-21

Signed by **Smart Sound Technologies Limited**


..... (Please sign)
Name: Hugh BROGAN
Title: Director
Date: 30-04-21

Witness:


..... (Please sign)
Name: Sallyanne Thompson
Address: 3 Ashbrook Rise
Hartshill CV10 0AUH
Date: 30-04-21

Appendix 1
Intellectual Property**A. Patents, designs and copyrights**

All ideas, innovations, patents, patent applications, utility models, design patents, registered designs, copyrights, and the right to file applications for any of the foregoing and the right to grant to any of the foregoing, and all other similar rights in any part of the world; in all cases relating to the following patent application:

Origin ref	Country	Application Number	Filing Date	Patent Number	Grant Date
Speaker Boost PCT (US)	US	15/308,022	01/05/2015	US10264337B2	16/04/2019