

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6982401

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SARQUA LIMITED	06/10/2020
RECEIVING PARTY DATA		
Name:	ALEXIOS VRATSKIDES	
Street Address:	23 OLD BOND STREET	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	W1S 4PZ	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	9866664	
Patent Number:	10044843	
CORRESPONDENCE DATA		
Fax Number:	(312)474-0448	
<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:	(312) 474-6300	
Email:	docket@marshallip.com	
Correspondent Name:	MARSHALL, GERSTEIN & BORUN LLP	
Address Line 1:	233 S. WACKER DRIVE	
Address Line 2:	6300 WILLIS TOWER	
Address Line 4:	CHICAGO, ILLINOIS 60606-6357	
ATTORNEY DOCKET NUMBER:	33586/49904A, 49904B	
NAME OF SUBMITTER:	ANDREW W. BATEMAN	
SIGNATURE:	/Andrew W. Bateman #64,050/	
DATE SIGNED:	10/21/2021	
Total Attachments: 18		
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DATED 10/6/ 2020

- (1) SARQUA LIMITED
- (2) ALEXIOS VRATSKIDES

ASSET SALE AGREEMENT

Michelmores



12th Floor
6 New Street Square
London EC4A 3BF
DX 63 London Chancery Lane
Tel: +44 (0) 20 7659 7660
Fax: +44 (0) 20 7659 7661

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THIS AGREEMENT is dated 2020

PARTIES

- (1) **SARQUA LIMITED**, a private company limited by shares incorporated and registered in Jersey, operating under the Companies (Jersey) Law 1991 whose registered office is at 44 Esplanade, St. Helier, Jersey, JE4 9WG (**Seller**).
- (2) **ALEXIOS VRATSKIDES**, a Greek citizen residing in the United Kingdom, at 23 Old Bond Street W1S 4PZ London Great Britain (**Buyer**).

BACKGROUND

- (A) The Seller has agreed to sell and the Buyers have agreed to purchase such right, title and interest (if any) as the Seller has in the Intellectual Property Rights (as defined below) on the terms and conditions of this agreement.
- (B) The purpose and end goal of this transaction is to ensure that all rights, title and interest in the Intellectual Property Rights is being exercised solely by Mr. Alexios Vratskides.

AGREED TERMS

1 INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this agreement.

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

Completion: the completion of the sale and purchase of the Assets pursuant to and in accordance with clause 4.

Completion Date: the date of receipt by the Buyers of the consideration payable pursuant to Clause 3 of this agreement.

Effective Time: close of business on the Completion Date.

Intellectual Property Rights: the intellectual property rights (including expectation rights) and any and all improvements thereof and namely all and any rights direct or indirect, exclusive or not exclusive, proprietary or contractual over creations of the mind: inventions, literary and other works, and symbols, software, source codes, websites, databases, domain names, names, utility models, images, and designs used in the business of the Seller, including indicatively inventions (patents), trademarks, industrial designs, copyright over software, hardware, processes or any other part of the business or products of the Seller, in each case which are material to the business and operations of the Seller including without limitation the intellectual property rights listed in Schedule 2.

Purchase Price: the consideration payable by the Buyer to the Seller under clause 3.

Security: the charges and encumbrances over the Assets as set out in Schedule 3.

Transaction: the transaction contemplated by this agreement or any part of that transaction.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

- 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 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 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 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 Words and expressions defined for the purposes of or in connection with any statutory provisions shall, where the context so requires, be construed as having the same meanings in this agreement.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.11 A reference to writing or written includes fax but not e-mail.
- 1.12 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words "without limitation" following them.
- 1.13 **Other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.14 A reference to the **Seller** or the **Buyer** includes both of them jointly or either of them individually.
- 1.15 A reference to a **claim** includes any claim, demand, action or proceeding of any kind, actual or contingent.
- 1.16 A reference to a **loss** includes any loss, damage, cost, charge, penalty, fee or expense.
- 1.17 A reference to **representatives** includes partners, agents, employees, and any other person acting on behalf and with the authority of a party.

2 AGREEMENT TO SELL AND PURCHASE

- 2.1 Subject to the terms of this agreement, the Seller shall sell and assign per Clause 5 below and the Buyer shall purchase such right, title and interest (if any) as the Seller has and can transfer in the Intellectual Property Rights free of the Security for the Purchase Price at the Effective Time.
- 2.2 For the avoidance of doubt and without limitation, no items other than the Intellectual Property Rights are included in the sale under this agreement.

3 PURCHASE PRICE AND CONSIDERATION

The consideration for the sale and purchase of the Intellectual Property Rights shall be the aggregate of the values attributed to the Intellectual Property Rights, as set out in Schedule 1 (Purchase Price).

4 PAYMENT AND COMPLETION

4.1 Completion of the sale and purchase of the Intellectual Property Rights shall take place on the Completion Date at the offices of the Buyer's Solicitors;

4.2 At Completion, the Buyer shall pay the Purchase Price, as set out in Schedule 1, in cash to

Account Name:	Sarqua Limited
Bank:	Barclays Bank
Account No:	52033200
Swift:	BUKBG822
Address:	Level 27, Churchill Place, London, E14 5HP

or in such other manner as the Administrators may direct.

4.3 At Completion, subject to the Buyer having complied with clause 4.2, the Seller shall make available to the Buyer, if required, duly executed assignments in the agreed form of those Intellectual Property Rights that may be assigned by the Seller without the consent of any third party;

5 INTELLECTUAL PROPERTY

5.1 The Seller hereby assigns to Buyer, with effect from the Effective Time, such right, title and interest as the Seller has in and to the Intellectual Property Rights. To the extent that any of the Intellectual Property Rights cannot be assigned, the Seller shall execute such assignments as Seller or any of its assignees may reasonably request.

5.2 Seller or its assignees shall be responsible for all registration, maintenance, renewal fees and other expenses in connection with the assignment, licensing or maintenance of the Intellectual Property Rights.

6 VALUE ADDED TAX

No VAT on the transfer of the Assets will be payable by the Buyers pursuant to this agreement.

7 EXCLUSIONS

7.1 Subject to clause 7.4, all representations, warranties, conditions, guarantees and stipulations, express or implied, statutory, customary or otherwise in respect of the Intellectual Property Rights or any of the rights, title and interests transferred or agreed to be transferred pursuant to this agreement are expressly excluded (including warranties and conditions as to title, quiet possession, merchantable or satisfactory quality, fitness for purpose and description). Except as expressly set out in this agreement, any lists contained in any schedule or annexes are for guidance only and are not exhaustive or complete lists of the items in question and shall not constitute any warranty in respect of the Seller's ownership of the listed items or

otherwise.

- 7.2 The Intellectual Property Rights are sold in their condition at the Effective Time. Unless otherwise required by law (and then only to that extent), the Seller shall not be liable for any loss arising out of, or due to, or caused by any defect or deficiencies in any or all of the Intellectual Property Rights.
- 7.3 The Buyer acknowledges that it has not entered into this agreement in reliance upon any representations, agreements, statements or replies to specific enquiries (whether oral or written) made or alleged to have been made by the Seller or its representatives at any time.
- 7.4 Nothing in this agreement operates to limit or exclude any liability for fraud or fraudulent misrepresentation or for death or personal injury arising from negligence.
- 7.5 The Buyer acknowledges that if the Seller does not have title or unencumbered title to any or all of the Intellectual Property Rights, or if the Buyer cannot exercise any right conferred or purported to be conferred on it by this agreement, this shall not be a ground or grounds for rescinding, avoiding or varying any or all of the provisions of this agreement, or for any reduction or repayment of any part of the consideration.

8 CONFIDENTIALITY AND ANNOUNCEMENTS

- 8.1 The parties undertake to each other to keep confidential all the information that they have acquired about the other and to use such information only for the purposes contemplated by this agreement.
- 8.2 Either party may disclose any information that it is otherwise required to keep confidential under this clause 8:
- 8.2.1 to such professional advisers, consultants and employees or officers of its group as are reasonably necessary to advise on this agreement, or to facilitate the Transaction, provided that the disclosing party procures that the people to whom the information is disclosed keep it confidential as if they were that party;
 - 8.2.2 with the written consent of the Seller and the Buyer; or
 - 8.2.3 to the extent that the disclosure is required:
 - 8.2.3.1 for the purposes of the administration or any subsequent liquidation of the Seller;
 - 8.2.3.2 by law; or
 - 8.2.3.3 by a regulatory body, tax authority or securities exchange;
- 8.3 No announcement, circular or other publicity in connection with the subject matter of this agreement (other than as permitted by this agreement) shall be made by or on behalf of the Seller or the Buyer without the approval of the Seller and the Buyer, respectively (such approval not to be unreasonably withheld or delayed).

9 FURTHER ASSURANCE

- 9.1 For six months following Completion, the Seller shall (at the Buyer's expense) execute and deliver all such documents, and do whatever the Buyer may from time to

time reasonably require for the purpose of giving effect to the provisions of this agreement.

10 WHOLE AGREEMENT

This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

11 VARIATION

11.1 A variation of this agreement shall be in writing and signed by or on behalf of each party.

11.2 Any waiver by or on behalf of the Seller or the Administrators of any right under this agreement is only effective if it is in writing and signed by the Seller. It applies only in the circumstances for which it is given and shall not prevent the Seller from subsequently relying on the provision so waived.

12 COSTS

Except as expressly provided in this agreement, each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this agreement and any documents referred to in it.

13 NOTICE

13.1 Any notice, claim or demand to be served under or in connection with this agreement shall be in writing and signed by or on behalf of the person giving it and sent to:

13.2 The addresses for service of notice are:

13.2.1 Seller

Address: 44 Esplanade, St. Helier, Jersey JE4 9WU

For the attention of: Christopher Bowden and Alma Dauru

Email: Chris.Bowden@intertrust.com

13.2.2 Buyer

Address: 23 Old Bond Street W1S 4PZ London Great Britain

For the attention of: Alexios Vratskides

Email: alex@persado.com

13.3 Any notice shall be deemed to have been received:

13.3.1 if delivered personally, at the time of delivery;

13.3.2 if delivered by commercial courier, at the time of signature of the courier's receipt;

13.3.3 if sent by email, at the time of transmission;

13.3.4 if sent by prepaid first class post, recorded delivery or registered post, 48 hours from the date of posting;

13.3.5 if sent by registered airmail, five days from the date of posting; or

13.3.6 if deemed receipt under the previous paragraphs of this clause 13.3 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a Business Day), when business next starts in the place of receipt.

14 SEVERANCE

14.1 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.

14.2 If 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.

15 AGREEMENT SURVIVES COMPLETION

15.1 This agreement (other than obligations that have already been fully performed) remains in full force after Completion.

16 THIRD PARTY RIGHTS

16.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

16.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

17 SUCCESSORS

The rights and obligations of the parties shall continue for the benefit of, and shall be binding on, their respective successors and permitted assigns.

18 COUNTERPARTS

This agreement 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.

19 GOVERNING LAW AND JURISDICTION

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

20 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

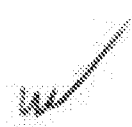
This agreement has been entered into on the date stated at the beginning of it.



Schedule 1 Values of Assets

The values of the Assets are as follows:

ASSET	PRICE APPORTIONMENT	BUYER
Intellectual Property Rights	£100.00	Sargus Limited
TOTAL	£100.00	



Schedule 2 Intellectual Property Rights

- Patent with US patent number US8866664B2 granted on 9 January 2018;
- Patent US patent number US10044843B2 granted on 7 August 2018;
- Patent with U.S. Application No. 15/530,552;
- The following patents and patent applications:

Jurisdiction	Title	Inventor	Application Number	Patent Number	Filing Date	Status/Comments	Description
Argentina	A System and Method for Use in a Cellular Communication Network	Alexios Vratskides 23 Old Bond Street W1S 4PZ London Great Britain	P100101595	AR076759B1	10 May, 2010 Claims priority from PCT application filed on May 9, 2009	Granted	The present invention provides a system and method for extracting information pertaining to a mobile wireless communications device which is connectable to a cellular communication network comprising: (i) an enclosure arranged so as to be substantially impenetrable by electromagnetic radiation; (ii) means for generating a cell of a cellular communication network within the enclosure; (iii) processing arranged to extract the

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							information pertaining to the device; (iv) means to generate a message for transmission to the device, wherein the content of this message is dependent on the extracted information.
US	A System and Method for Use in a Cellular Communication Network	Alexios Vratskides 23 Old Bond Street W1S 4PZ London Great Britain	14/850,468	US9641997	Date of national phase entry: 8 November 2011	Granted 2 May 2017	Specification as application as above, claims amended in line with local practice.
Brazil	A System and Method for Use in a Cellular Communication Network	Alexios Vratskides 23 Old Bond Street W1S 4PZ London Great Britain	PI1012214-1		Date of national phase entry: 8 November 2011	Granted	Specification as above, claims amended in line with local practice.
Canada	A System and Method for Use in a Cellular Communication Network	Alexios Vratskides 23 Old Bond Street W1S 4PZ London Great Britain	2760863		Date of national phase entry: 8 November 2011	Reinstatement underway	Specification as above.
China	A System and Method for Use	Alexios Vratskides 23 Old Bond Street	ZL201080021541.2	ZL201080021541	Date of national phase entry: 8 November	Granted.	Specification as above.



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	in a Cellular Communication Network	W1S 4PZ London Great Britain			ber 2011		
South Africa	A System and Method for Use in a Cellular Communication Network	Alexios Vratskides 23 Old Bond Street W1S 4PZ London Great Britain	2011/08971	2011/08971	Date of national phase entry: 8 December 2011	Granted	Specification as above.
Europe	A System and Method for Use in a Cellular Communication Network	Alexios Vratskides 23 Old Bond Street W1S 4PZ London Great Britain	10723739.8		Date of regional phase entry: 8 December 2011	Granted 24 January 2018 in designated states (below)	Specification as above, claims amended in line with local practice.
Austria	A System and Method for Use in a Cellular Communication Network	Alexios Vratskides 23 Old Bond Street W1S 4PZ London Great Britain	10723739.8	2428072		Granted	Specification as above.
Belgium	A System and Method for Use in a Cellular Communication Network	Alexios Vratskides 23 Old Bond Street W1S 4PZ London Great Britain	10723739.8	2428072		Granted	Specification as above.
Switzerland	A System and Method for Use	Alexios Vratskides 23 Old Bond Street	10723739.8	2428072		Granted	Specification as above.

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	in a Cellular Communication Network	W1S 4PZ London Great Britain					
Cyprus	A System and Method for Use in a Cellular Communication Network	Alexios Vratskides 23 Old Bond Street W1S 4PZ London Great Britain	10723739.8	2428072		Granted	Specification as above.
Germany	A System and Method for Use in a Cellular Communication Network	Alexios Vratskides 23 Old Bond Street W1S 4PZ London Great Britain	10723739.8	2428072		Granted	Specification as above.
Spain	A System and Method for Use in a Cellular Communication Network	Alexios Vratskides 23 Old Bond Street W1S 4PZ London Great Britain	10723739.8	2428072		Granted	Specification as above.
France	A System and Method for Use in a Cellular Communication Network	Alexios Vratskides 23 Old Bond Street W1S 4PZ London Great Britain	10723739.8	2428072		Granted	Specification as above.
United Kingdom	A System and Method for Use	Alexios Vratskides 23 Old Bond Street	10723739.8	2428072		Granted	Specification as above.

	in a Cellular Communication Network	W1S 4PZ London Great Britain					
Greece	A System and Method for Use in a Cellular Communication Network	Alexios Vratskides 23 Old Bond Street W1S 4PZ London Great Britain	10723739.8	2428072		Granted	Specification as above.
Ireland	A System and Method for Use in a Cellular Communication Network	Alexios Vratskides 23 Old Bond Street W1S 4PZ London Great Britain	10723739.8	2428072		Granted	Specification as above.
Italy	A System and Method for Use in a Cellular Communication Network	Alexios Vratskides 23 Old Bond Street W1S 4PZ London Great Britain	10723739.8	2428072		Granted	Specification as above.
Netherlands	A System and Method for Use in a Cellular Communication Network	Alexios Vratskides 23 Old Bond Street W1S 4PZ London Great Britain	10723739.8	2428072		Granted	Specification as above.
Poland	A System and Method for Use	Alexios Vratskides 23 Old Bond Street	10723739.8	2428072		Granted	Specification as above.

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	in a Cellular Communication Network	W1S 4PZ London Great Britain					
Turkey	A System and Method for Use in a Cellular Communication Network	Alexios Vratskides 23 Old Bond Street W1S 4PZ London Great Britain	10723739.8	2428072		Granted	Specification as above.

- The Intelliboxes application, defined as the software that enables a user to recycle/sell their device through an Intellibox Kiosk, including all designs, software, algorithms and other intellectual property created for that purpose by the Seller and all its subsidiaries;
- All hardware designs developed for the Intellibox Kiosk; and
- The Intellibox(es) brand and all designs developed around it.



Schedule 3 The Security

- A fixed charge over the Intellectual Property Rights dated 22 June 2017 between the Seller as chargor and Sarqua as lender; and
- A debenture dated 15 June 2018 between the Seller as the borrower and Alexios Vratskides as the lender.

[Signature page follows]

Signed by ALEXIOS VRATSKIDES


10/6/2020

Alice Read


Alice Read (2016-11-10 17:13:00 GMT+01:00)

Signed by Chris Bowden
for and on behalf of SARQUA LIMITED

