

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7083127

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RENISHAW PLC	01/19/2021
RECEIVING PARTY DATA	
Name:	HERIOT WATT UNIVERSITY
Street Address:	RICCARTON
City:	EDINBURGH
State/Country:	SCOTLAND
Postal Code:	EH14 4AS
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16472636
CORRESPONDENCE DATA	
Fax Number:	(703)836-2787
<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:	703-836-6400
Email:	email@oliff.com
Correspondent Name:	AARON L. WEBB
Address Line 1:	OLIFF PLC
Address Line 2:	P.O. BOX 320850
Address Line 4:	ALEXANDRIA, VIRGINIA 22320-4850
ATTORNEY DOCKET NUMBER:	187382
NAME OF SUBMITTER:	KATIE HERNANDEZ
SIGNATURE:	/Katie Hernandez/ for Aaron L. Webb
DATE SIGNED:	12/20/2021
Total Attachments: 6	
source=2021.12.20 - Company-to-Company Assignment#page1.tif	
source=2021.12.20 - Company-to-Company Assignment#page2.tif	
source=2021.12.20 - Company-to-Company Assignment#page3.tif	
source=2021.12.20 - Company-to-Company Assignment#page4.tif	
source=2021.12.20 - Company-to-Company Assignment#page5.tif	

This agreement is dated

Parties

- (1) Renishaw plc incorporated and registered in England and Wales with company number 01106260 whose registered office is at New Mills, Wotton Under Edge, Gloucestershire GL12 8JR (**Assignor**)
- (2) Heriot Watt University incorporated by Royal Charter, a charitable body registered in Scotland with registration number SC000278 and having its principal office at Riccarton, Edinburgh, EH14 4AS (**Assignee**)

BACKGROUND

- (A) The Assignor is the applicant for the Patents (as defined below).
- (B) The Assignor has agreed to assign the Patents to the Assignee on the terms set out in this assignment.

Agreed terms

1. Interpretation

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

1.1 Definitions:

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

Patents: the patent applications short particulars of which are set out in Schedule 1.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 The Schedule 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 Schedule.

1.4 References to clauses and Schedules are to the clauses and Schedule of this agreement.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes email.
- 1.10 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.
- 1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. Assignment

- 2.1 In consideration of the sum of £1 (one pound sterling) (receipt of which the Assignor expressly acknowledges) and of the Assignee's obligations hereunder, the Assignor agrees to assign to the Assignee its entire right, title and interest in and to the Patents.
- 2.2 The Assignor further agrees to execute and sign any other legal document that may be deemed necessary by the Assignee to secure its interest in the Patents. Any cost in respect of registering the change of ownership of the Patents shall be the Assignee's liability.

3. Further assurance

At the Assignee's expense, each party shall, and shall use all reasonable endeavours to procure that any necessary of its employees, ex-employees and third parties shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

4. 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.

5. Entire agreement

- 5.1 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.
- 5.2 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.

6. Variation

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

7. Severance

- 7.1 If any provision or part-provision of this agreement 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 agreement.
- 7.2 If any provision or part-provision of this agreement is deemed deleted under clause 7.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

8. Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The incorporation of a scanned manuscript or electronic signature into this Agreement or the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

9. Third party rights

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

9.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

10. Notices

10.1 Any notice under this Agreement shall be in writing and shall be delivered to: (a) the Assignor by email to: companysecretary@renishaw.com; and (b) the Assignee ereserchcontracts@hw.ac.uk. Any notices marked for the attention of the Assignor shall also include a hard copy sent by email to the Assignor's registered address, marked for the attention of the Company Secretary. Any notices sent under this clause shall be deemed to be delivered: (a) in the case of notice by email, at the time of receipt in the recipient's inbox; (b) if delivered by hand, at the time the notice is left at the proper address; and (c) if sent by pre-paid first-class post or other next working day delivery service, on the second business day after posting, unless such deemed receipt would occur outside recipient business hours, in which case deemed receipt will occur when business next starts in the place of receipt.

10.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. 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.

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

Schedule 1 Patents

Chinese patent application No. 201880008795.7

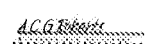
European patent application No. 18702526.7

Japanese patent application No. 2019-541192

US patent application No. 16/472636

International patent application No. PCT/GB2018/050195

Signed by _____ for and
on behalf of **Renishaw plc**


.....

19 Jan 2021

Signed.....

Position

Group Finance Director

Signed by Jade Ross for and
on behalf of **Heriot Watt
University**


.....

Signed

Senior Contracts Advisor

.....

Position











Patent Assignment Renishaw to Heriot Watt FINAL

Final Audit Report

2021-01-19

Created:	2020-11-03
By:	Louise Serjent (louise.serjent@renishaw.com)
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"Patent Assignment Renishaw to Heriot Watt FINAL" History

-  Document created by Louise Serjent (louise.serjent@renishaw.com)
2020-11-03 - 8:23:20 AM GMT- IP address: 165.225.81.36
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-  Louise Serjent (louise.serjent@renishaw.com) replaced signer rob.bash@renishaw.com with A C G Roberts (allen.roberts@renishaw.com)
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