

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7087578

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RELIANCE PRECISION LIMITED	12/14/2021
RECEIVING PARTY DATA	
Name:	RELIANCE RG LIMITED
Street Address:	ROWLEY MILLS PENISTONE ROAD,LEPTON
City:	HUDDERSFIELD
State/Country:	UNITED KINGDOM
Postal Code:	HD8 0LE
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16478293
CORRESPONDENCE DATA	
Fax Number:	(416)920-1350
<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:	4169208170
Email:	ottodocketing@pckip.com
Correspondent Name:	ZENAIDA BENGCO
Address Line 1:	1300 YONGE STREET
Address Line 2:	SUITE 500
Address Line 4:	TORONTO, ONTARIO M4T 1X3
ATTORNEY DOCKET NUMBER:	P8792US00
NAME OF SUBMITTER:	ZENAIDA BENGCO
SIGNATURE:	/Zenaida Bengco/
DATE SIGNED:	12/22/2021
Total Attachments: 14	
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DATED

14 December

2021

(1) Reliance RG Limited

and

(2) Reliance Precision Limited

**INTRA-GROUP INTELLECTUAL PROPERTY
ASSIGNMENT AND LICENCE**

THIS DEED is made on *14 December* 2021.

BETWEEN:

- (1) **Reliance RG Limited** a company incorporated in England and Wales under number 07109964 and whose registered office is at Rowley Mills Penistone Road, Lepton, Huddersfield, HD8 0LE (RRG); and
- (2) **Reliance Precision Limited** a company incorporated in England and Wales under number 00171578 and whose registered office is at Rowley Mills, Penistone Road, Lepton, Huddersfield, HD8 0LE (RP)

(each of RRG and RP being a party and together RRG and RP are the parties).

RECITALS:

- (A) RP has agreed to assign to RRG all intellectual property rights RP owns now, as well as any it may acquire ownership of in the future during the term of this Deed.
- (B) RRG has agreed to then exclusively license those intellectual property rights (excluding the RAM IP) back to RP on the terms of this Deed.

AGREEMENT:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Assigned Rights: means the Current Assigned Rights and the Future Assigned Rights;

Commencement Date: means the date of this Deed;

Current Assigned Rights: means any and all Intellectual Property Rights owned by RP as at and including the Commencement Date, including the Patents and the Trade Marks;

Deferred Purchase and Licence Agreement: means the deferred purchase and licence agreement entered into by RP and Wayland on 1 August 2019, as amended by a variation agreement and consent entered into between RP and Wayland on 12 April 2021;

Future Assigned Rights: means any and all Intellectual Property Rights owned or acquired by RP following the Commencement Date during the term of this Deed;

Intellectual Property Rights: means copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trade marks, geographical indications, service marks, trade names, design rights, registered designs, rights in get-up, database rights, databases, domain names, business names, rights in computer software, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature wherever in the world arising and, in each case, whether registered or not; including any applications to protect or register such rights; including all renewals and extensions of such rights or applications; whether vested, contingent or future; and wherever existing;

Letter of Comfort: means the letter sent by Innovate UK Loans Limited to RP dated 14 April 2021;

Licensed IPR: means Assigned Rights excluding the RAM IP;

Patents: means the patents and patent applications set out in Schedule 1;

RAM IP: has the meaning given to that term in the Deferred Purchase and Licence Agreement;

Trade Marks: means all registered and unregistered trade marks owned by RP including those set out in Schedule 2; and

Wayland: means Wayland Additive Limited a company incorporated in England and Wales under number 11978407 and whose registered office is at Unit 7 Park Valley Court, Meltham Road, Huddersfield, England, HD4 7BH.

1.2 Interpretation

In this Deed:

- 1.2.1 a reference to this Deed includes its schedules;
- 1.2.2 a reference to a party includes that party's personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a gender includes each other gender;
- 1.2.5 words in the singular include the plural and vice versa;
- 1.2.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.7 any clause, schedule or other headings in this Deed are included for convenience only and shall have no effect on the interpretation of this Deed; and
- 1.2.8 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time.

2. COMMENCEMENT AND DURATION

This Deed shall be made and take effect on the Commencement Date and, unless terminated earlier in accordance with clause 5 of this Deed, shall continue thereafter.

3. ASSIGNMENT

3.1 In consideration of the payment of £1 by RRG to RP (the receipt and sufficiency of which is acknowledged by RP), RP hereby assigns and transfers to RRG absolutely with full title guarantee all its title, right and interest in and to:

- 3.1.1 the Current Assigned Rights and the Letter of Comfort with effect from the Commencement Date; and
- 3.1.2 the Future Assigned Rights with effect from the date of creation or acquisition of the relevant Future Assigned Rights,

in each case, along with the full and exclusive benefit of those rights and all rights of action, powers and benefits arising from ownership of the Assigned Rights, including both statutory and common law rights and the right to sue for past infringements (including in the case of the Current Assigned Rights past infringements arising prior to the Commencement Date) and to retain any damages or an account of profits arising from any such infringement actions.

3.2 The assignments under clause 3.1 includes:

- 3.2.1 any and all goodwill attached to any trade marks (including the Trade Marks) and the goods, services and business in relation to which RP has used or registered or will use or register any trade marks; and
- 3.2.2 the entire right to be absolutely entitled to:
 - 3.2.2.1 the right to claim priority from and to prosecute and obtain grant of patents, trade marks and other Intellectual Property Rights from the

pending patent and trade mark applications comprising part of the Assigned Rights in any country of the world; and

3.2.2.2 all patents or other Intellectual Property Rights that may derive priority from or have equivalent claims to or be based upon the Patents and any granted patents or pending applications which may comprise part of any Future Assigned Rights all of the aforesaid in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, re-issues and extensions) and the right to apply for any of the aforesaid in any country in the world.

3.3 RP hereby waives any moral rights that may subsist in any of the Assigned Rights and shall procure written waivers from the authors of any the Assigned Rights of all moral rights arising under the Copyright, Designs and Patents Act 1988 or any similar rights arising in other territories throughout the world.

3.4 RP shall do all further acts and execute all further documents necessary to give effect to this clause 3, the assignment of the Assigned Rights and the recordal of any assignments.

3.5 RP warrants that it is the sole legal and beneficial owner of the Assigned Rights.

4. GRANT OF LICENCE

4.1 In consideration of the payment of £1 by RP to RRG (the receipt and sufficiency of which is acknowledged by RRG), RRG hereby grants RP during the term of this Deed an exclusive, worldwide licence to use the Licensed IPR for any purpose.

4.2 The licence granted pursuant to clause 4.1 is transferable and/or can be sublicensed by RP but only with the prior consent of RRG, such consent not to be unreasonably withheld or delayed.

4.3 RRG shall do and execute, or ensure the doing or execution of, all matters, acts, documents, deeds and things RP may at any time require to formalise the licence of the Licensed IPR to RP.

4.4 Except for RP's licence right to use the Licensed IPR as expressly granted above, RP shall not acquire in any way, any title, rights of ownership, or Intellectual Property Rights of whatever nature in the same or in any copies and no other Intellectual Property Rights of either party are transferred or licensed as a result of this Deed.

4.5 RP shall not use the Licensed IPR contrary to any restriction stated in this Deed, or otherwise in a way that is not expressly permitted by this Deed.

4.6 RP will reimburse RRG for all filing, renewal and maintenance fees and patent and trade mark agent fees incurred by RRG after the Commencement Date in the prosecution and maintenance of any patents, patent applications, registered trade marks and registered trade mark applications forming part of the Licensed IPR.

4.7 To the fullest extent permitted by law, RRG licenses the Licensed IPR to RP as-is without warranty of any kind. All warranties and representations as to the Licensed IPR, whether statutory or implied, are hereby expressly excluded to the fullest extent permitted by law in relation to RRG.

5. TERMINATION

5.1 Either party may, without prejudice to its other rights and remedies, by notice in writing to the other party immediately terminate this Deed if the other:

5.1.1 is in material or persistent breach of any of its obligations under this Deed and if that breach is capable of remedy and the other has failed to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach, or

5.1.2 is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for

the administration, winding-up or dissolution of the other (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction.

5.2 Either party may without prejudice to its other rights and remedies terminate this Deed at any time upon giving not less than one week's written notice to the other party.

5.3 In the event of termination of this Deed for any reason:

5.3.1 all licences and rights granted to RP under this Deed shall automatically cease; and

5.3.2 provisions which by their terms or intent are to survive termination of this Deed will do so.

6. GENERAL

6.1 No one other than a party to this Deed, their successors and permitted assignees shall have any right to enforce any of its provisions.

6.2 The parties agree that this Deed constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. Each party acknowledges that it has not entered into this Deed in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Deed. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Deed.

6.3 If any provision of this Deed (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Deed shall not be affected.

6.4 No variation of this Deed shall be valid or effective unless it is in writing, refers to this Deed and is duly signed or executed by, or on behalf of, each party.

6.5 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Deed shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Deed shall prevent any future exercise of it or the exercise of any other right, power or remedy.

6.6 This Deed may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

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

6.8 The parties irrevocably agree 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 Deed, its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 - PATENTS

PATENT ATTORNEY: VENNER SHIPLEY

Title	Country	Status	Priority date	Filing number	Filing date	Publication number	Publication date	Patent number	Grant date
Improvements relating to additive layer manufacture using charged particle beam	Austria	Granted (EP validation)	16/12/2016	1.7818233.3	15/12/2017	EP 3555903	23/10/2019	EP 3555903	27/05/2020
	Germany								
	Spain								
	France								
	UK								
	Italy								
	Netherlands								
	Sweden								
	Canada	Pending - awaiting examination	3,057,719	15/12/2017	N/A	N/A	N/A	N/A	
	China	Pending - examination in progress	201780086661.2	15/12/2017	CN110301027A	01/10/2019	N/A	N/A	
	US	Granted	16/470035	15/12/2017	US 2019/0362936	28/11/2019	US 10,879,039	29/12/2020	
	Japan	Allowed (awaiting grant)	2019-531991	15/12/2017	N/A	N/A	N/A	N/A	
	India	Pending - awaiting examination	2019-47027417	15/12/2017	2019-47027417	19/07/2019	N/A	N/A	

Charged Particle Beam Steering Arrangement	Austria	Granted (EP validation)	19/10/2016	17786902.1	18/10/2017	EP 3528983	23/10/2019	EP 3528983	24/02/2021					
	Germany													
	France													
	UK													
	Italy													
	Netherlands													
	Sweden													
	China									Granted	201780078315.X	01/10/2019	ZL 201780078315.X	01/10/2021
	US									Granted	16/342859	15/08/2019	US 10,854,422	01/12/2020
	Japan									Allowed and awaiting grant	2019-521788	N/A	N/A	N/A

Charged particle beam control during additive layer manufacture	Europe	Pending - examination in progress	17/01/2017	18701533.4	16/01/2018	EP 3570998	27/11/2019	N/A	N/A
	Canada	Pending - awaiting examination		3,050,351		CA 3,050,351	17/10/2019	N/A	N/A
	China	Pending - examination in progress		201880018966.4		CN110461506A	15/11/2019	N/A	N/A
	US	Pending - awaiting examination		16/478,293		US 2019/0358737	28/11/2019	N/A	N/A
	Japan	Pending - examination in progress		2019-538386		N/A	N/A	N/A	N/A

	India	Pending - examination in progress		2019-47032099		2019-47032099	23/08/2019	N/A	N/A
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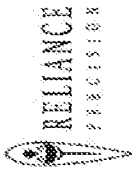

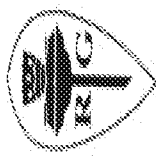
PATENT ATTORNEY: WALTHER WOLFF & CO

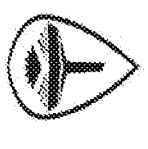
Country	Patent/App. No	Subject
UK	Patent 2 559 121	Screened monitoring window
Europe	Appl. 18 703 811.2	Screened monitoring window
Canada	Appl. 3 050 819	Screened monitoring window
China	Appl. 201880007895.8	Screened monitoring window
India	Appl. 2019 4703 3220	Screened monitoring window
Japan	Appl. 2019-539744	Screened monitoring window
United States	Appl. 16/479,319	Screened monitoring window
UK	Patent 2 559 579	Structured light projection
Europe	Appl. 18 709 713	Structured light projection
Canada	Appl. 3 052 901	Structured light projection
China	Appl. 201880023725	Structured light projection
India	Appl. 2019 4703 5702	Structured light projection
Japan	Appl. 2019-543060	Structured light projection
United States	Appl. 16/484,231	Structured light projection
UK	Patent 2 569 649	Powder reservoir
UK	Appl. 19 02 567.5	Linear actuator
Europe	Appl. 20 711 239.2	Linear actuator
United States	Appl. (not yet known)	Linear actuator


SCHEDULE 2 TRADE MARKS

4

TRADE MARK	COUNTRY	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	STATUS	CLASSES	LOGO/DESIGN
RELI-A-FLEX	AUSTRALIA (INTERNATIONAL DESIGNATION)	910986	13/FEB/2006	910986	13/FEB/2006	REGISTERED	7	
RELI-A-FLEX	EUROPEAN UNION	001115286	23/MAR/1999	001115286	17/MAY/2000	REGISTERED	7	
RELI-A-FLEX	INTERNATIONAL (MADRID PROTOCOL)	910986	09/FEB/2006	910986	13/FEB/2006	REGISTERED	7	
RELI-A-FLEX	JAPAN	2000-052483	15/MAY/2000	4474203	11/MAY/2001	REGISTERED	7	
RELI-A-FLEX	UNITED KINGDOM	UK00901115286	23/MAR/1999	UK00901115286	17/MAY/2000	REGISTERED	7	
RELI-A-FLEX	USA	75682626	14/APR/1999	2385112	12/SEP/2000	REGISTERED	7	
RELI-A-GRIP	UNITED KINGDOM	2293367	21/FEB/2002	2293367	02/AUG/2002	REGISTERED	6	
RELIANCE	AUSTRALIA	1098609	10/FEB/2006	1098609	04/JAN/2008	REGISTERED	6,42	
RELIANCE	CANADA (INTERNATIONAL DESIGNATION)	1526334	02/JUL/2019			PENDING	6,7,9,10,12,40,42	
RELIANCE	EUROPE (INTERNATIONAL DESIGNATION)	1526334	02/JUL/2019			PENDING	6,7,9,10,12,40,42	
RELIANCE	EUROPEAN UNION	000121079	01/APR/1996	000121079	29/MAR/1999	REGISTERED	6,7,9,42	

RELIANCE	INTERNATIONAL (MADRID PROTOCOL)	1526334	02/JUL/2019	1526334	02/JUL/2019	REGISTERED	6,7,9,10,12,40,42	
RELIANCE	NORWAY (INTERNATIONAL DESIGNATION)	1526334	02/JUL/2019			PENDING	6,7,9,10,12,40,42	
RELIANCE	SWITZERLAND (INTERNATIONAL DESIGNATION)	1526334	02/JUL/2019			PENDING	6,7,9,10,12,40,42	
RELIANCE	UNITED KINGDOM	UK00900121079	01/APR/1996	UK00900121079	29/MAR/1999	REGISTERED	6,7,9,42	
RELIANCE	UNITED KINGDOM	UK00003410329	28/JUN/2019			PENDING	6,7,9,10,12,40,42	
RELIANCE	USA (INTERNATIONAL DESIGNATION)	79283781	02/JUL/2019			PENDING	6,7,9,10,12,40,42	
RELIANCE PRECISION & DEVICE	UNITED KINGDOM	UK00003691974	08/SEP/2021			PENDING	6,7,9,10,12,40,42	
RG & SHIELD DEVICE	EUROPEAN UNION	000121129	01/APR/1996	000121129	29/MAR/1999	REGISTERED	6,7,9,42	
RG & SHIELD DEVICE	UNITED KINGDOM	UK00900121129	01/APR/1996	UK00900121129	29/MAR/1999	REGISTERED	6,7,9,42	

RG & SHIELD DEVICE	USA	75673567	02/APR/1999	2416958	02/JAN/2001	REGISTERED	6,7,9,42	
SHIELD DEVICE	EUROPEAN UNION	003149093	29/APR/2003	003149093	16/SEP/2005	REGISTERED	6,7,9,42	
SHIELD DEVICE	UNITED KINGDOM	UK00903149093	29/APR/2003	UK00903149093	16/SEP/2005	REGISTERED	6,7,9,42	
SHIELD LOGO	CHINA (INTERNATIONAL DESIGNATION)	1529343	29/MAY/2020			PENDING	6,7,9,10,12,40,42	
SHIELD LOGO	EUROPE (INTERNATIONAL DESIGNATION)	1529343	18/JUL/2019	1529343	28/OCT/2020	REGISTERED	6,7,9,10,12,40,42	
SHIELD LOGO	INTERNATIONAL (MADRID PROTOCOL)	1529343	18/JUL/2019	1529343	18/JUL/2019	REGISTERED	6,7,9,10,12,40,42	

SHIELD LOGO (SERIES OF 4)	UNITED KINGDOM	UK00003413317	11/JUL/2019	UK00003413317	06/DEC/2019	REGISTERED	6,7,9,10,12,40,42	
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ATTESTATION AND SIGNATURE

IN WITNESS WHEREOF the parties have duly executed this Deed on the day and year written on the first page.

Execution

<p>Executed as a deed by:</p> <p>(print name) <u>W J SELKA</u></p> <p>for and on behalf of Reliance RG Limited</p> <p>Signature of Witness: <u>[Signature]</u></p> <p>Witness Name: <u>ANGELA WEBB</u></p> <p>Witness Address: <u>7 HUTTON TERRACE</u> <u>PURSEY</u> <u>LS28 7UD</u></p> <p>Witness Occupation: <u>FR to do</u></p>	<p><u>[Signature]</u></p> <p>Director</p> <p>Dated: <u>14 December</u> 2021</p>
<p>Executed as a deed by:</p> <p>(print name) <u>IAN WALTER</u></p> <p>for and on behalf of Reliance Precision Limited</p> <p>Signature of Witness: <u>[Signature]</u></p> <p>Witness Name: <u>MAGDALENA LORENCO</u></p> <p>Witness Address: <u>53 HERNSIDE</u> <u>HYDDERSFIELD</u> <u>WDS RSK</u></p> <p>Witness Occupation: <u>MANAGEMENT ACCOUNTANT</u></p>	<p><u>[Signature]</u></p> <p>Director</p> <p>Dated: <u>14 December</u> 2021</p>