

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7116112

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ELEMENT SIX (UK) LIMITED	04/09/2019
RECEIVING PARTY DATA	
Name:	ELEMENT SIX TECHNOLOGIES LIMITED
Street Address:	GLOBAL INNOVATION CENTRE, FERMI AVENUE, HARWELL OXFORD,
City:	DIDCOT
State/Country:	UNITED KINGDOM
Postal Code:	OX11 0QR
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17597392
CORRESPONDENCE DATA	
Fax Number:	
<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:	44 1235 441145
Email:	groupip@e6.com
Correspondent Name:	ELEMENT SIX GROUP INTELLECTUAL PROPERTY
Address Line 1:	G.I.C., FERMI AVENUE, HARWELL CAMPUS,
Address Line 4:	DIDCOT, UNITED KINGDOM OX11 0QR
ATTORNEY DOCKET NUMBER:	PF1443-USW-0
NAME OF SUBMITTER:	DEBORAH BRADLEY
SIGNATURE:	/D.BRADLEY/
DATE SIGNED:	01/12/2022
Total Attachments: 3	
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ASSIGNMENT

PARTIES:

- (1) Element Six (UK) Limited, a company registered in England under company number 01050981, having its registered office at Global Innovation Centre, Fermi Avenue, Harwell Oxford, Didcot, Oxfordshire, OX11 0QR, United Kingdom (the "Service Provider"); and
- (2) Element Six Technologies Limited, a company registered in England under company number 08206603, having its registered office at Global Innovation Centre, Fermi Avenue, Harwell Oxford, Didcot, Oxfordshire, OX11 0QR, United Kingdom (the "Assignee");

each a "Party" and together the "Parties".

WHEREAS:

- A. The Service Provider is the employer of at least one Inventor.
- B. The Invention was made by the Inventor during the normal course of the Inventor's duties as an employee of the Service Provider, or in circumstances such that, as between the Inventor and the Service Provider, all the Inventor's rights in the Invention (including the Application) have at all relevant times been taken to belong to the Service Provider and the Service Provider has been beneficially entitled to the same.
- C. By virtue of the Sub-Contractor Agreement (defined below) all rights in the Invention and the Application have, as between the Parties, at all relevant times been the property of the Assignee and the Assignee has accordingly at all relevant times been entitled to the same. The Service Provider confirms that by virtue of this agreement the Assignee was fully entitled to be named as an applicant on the Application.
- D. The parties have agreed to execute this Assignment for the purpose of ensuring that all legal rights in the Invention and the Application which have at any time been vested in the Service Provider, and all other intellectual property rights relating thereto, are vested in the Assignee, and to confirm the Assignee's title to the same.

AGREED TERMS:

Definitions

"Application" shall mean, collectively and severally, the application set out in the table below and any application or patent which has been, or may in the future be, derived therefrom.

Country	Application No. and Application Date	Inventors	Title	References
GB	GB1904434.6 filed on 29 March 2019	WILLIAMS, Gruffudd Trefor and BALMER, Richard Stuart	Polycrystalline Synthetic Diamond Material	PF1443-GB-0

"Invention" shall mean the invention which is the subject of the Application;

"Inventor" shall mean, collectively or severally any inventor(s) of the Invention; and


"Sub-Contractor Agreement" shall mean the Sub-Contractor Agreement Relating to Research & Development Services between the Service Provider and the Assignee dated 21 September 2017 and effective 01 September 2017.

Assignment


- 1.1 In consideration of the sum of US\$1 (one US dollar) paid by the Assignee to the Service Provider, receipt of which is hereby acknowledged, the Service Provider confirms the assignment of its right title and interest in the Invention and the Application to the Assignee by virtue of the Sub-Contractor Agreement and as necessary assigns its right title and interest in the Invention and the Application to the Assignee, and the Assignee confirms its acceptance of the same, and as necessary accepts the same.
- 1.2 The effective date of the assignments referred to in clause 1.1 shall be the date of invention.
- 1.3 The Service Provider's right title and interest in the Invention and the Application, which are transferred by this Assignment directly or indirectly to the Assignee, include without limitation:
- (a) the right to apply for and obtain patents in respect of the Invention in any country in the world;
 - (b) all right title and interest in and to the Application and all patent applications, patents and supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the same or otherwise relate to the Invention, including without limitation any divisionals, continuations, continuations-in-part, reissues, re-examination certificates, post-grant reviews, inter partes reviews, supplemental examinations, extensions, renewals and registrations in relation to any thereof and all and any other rights in the inventions comprised in any of the same (hereinafter collectively and severally "the Patent Rights");
 - (c) the benefit of all priority dates;
 - (d) the right to seek and to obtain registrations in any country in the world in respect of any patent deriving from the Application or otherwise included in the Patent Rights;
 - (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the Patent Rights or of the rights conferred by the publication of any of the same.
- 1.4 The Parties agree to execute all such documents as may be required to ensure the vesting in the Assignee of the Service Provider's interest in the Invention, Application and Patent Rights, all at the expense of the Assignee.
- 1.5 Each Party authorises and requests his/her professional representative before any national or regional patent office to insert an appendix signed and dated by the professional representative detailing the filing date and application number of any patent application, patent and/or supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the Application where needed for effective recordal of any such patent application or patent at any national or regional patent office.
- 1.6 This Assignment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.
- 1.7 This Assignment shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute relating to this Assignment.

[signatory page follows]

Signed on behalf of the Service Provider
Element Six (UK) Limited
Oxfordshire, UK

Signature: 
Name: Guthrie, Andrew
Position: Director
Date: 9 APRIL 2019

Signed on behalf of the Assignee
Element Six Technologies Limited
Oxfordshire, UK

Signature: 
Name: MITCHELL, Matthew Benedict David
Position: Authorised Signatory
Date: 9 APRIL 2019