

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7229418

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	POSEIDON WATER LIMITED	01/22/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SURREY AQUATECHNOLOGY LIMITED	
<b>Street Address:</b>	YORK BIOTECH CAMPUS	
<b>City:</b>	SAND HUTTON, YORK	
<b>State/Country:</b>	ENGLAND	
<b>Postal Code:</b>	YO41 1LZ	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	7875180
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(415)393-9887	
<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>		
<b>Phone:</b>	4159540200	
<b>Email:</b>	angela.vartanian@squirepb.com	
<b>Correspondent Name:</b>	SQUIRE PATTON BOGGS (US) LLP	
<b>Address Line 1:</b>	275 BATTERY STREET, SUITE 2600	
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94111	
<b>ATTORNEY DOCKET NUMBER:</b>	113576.00048	
<b>NAME OF SUBMITTER:</b>	TODD OSTOMEL	
<b>SIGNATURE:</b>	/ToddOstomelReg63426/	
<b>DATE SIGNED:</b>	03/17/2022	
<b>Total Attachments: 6</b>		
source=Poseidon Water Limited Patent Assignment 2022#page1.tif		
source=Poseidon Water Limited Patent Assignment 2022#page2.tif		
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source=Poseidon Water Limited Patent Assignment 2022#page4.tif		
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This deed is effective as of 1 January 2022.

## **PARTIES**

### **(1)**

Poseidon Water Limited incorporated and registered in England and Wales with company number 04598478 whose registered office is at York Biotech Campus, Sand Hutton, York, England, YO41 1LZ (**Assignor**)

### **(2)**

Surrey Aquatechnology Limited incorporated and registered in England and Wales with company number 05698169 whose registered office is at York Biotech Campus, Sand Hutton, York, England, YO41 1LZ (**Assignee**)

## **BACKGROUND**

### **(A)**

The Assignor is the proprietor and applicant of the Patent (as defined below).

### **(B)**

The Assignor has agreed to assign the Patent to the Assignee on the terms set out in this agreement.

## **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.

**Patent:** the patent and patent applications, particulars of which are set out in Schedule 1.

**VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.

#### **1.2**

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.

#### **1.3**

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

#### **1.4**

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

#### **1.5**

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

#### **1.6**

A reference to any party shall include that party's personal representatives, successors and permitted assigns.

#### **1.7**

A reference to **writing** or **written** includes email.

## **2.ASSIGNMENT**

In consideration of the sum of £1.00 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee, absolutely with full title guarantee, all its right, title and interest in and to the Patent, and in and to all and any inventions disclosed in the Patent, including:

**(a)**

in respect of any and each application in the Patent:

**(i)**

the right to claim priority from and to prosecute and obtain grant of patent; and

**(ii)**

the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;

**(b)** in respect of each and any invention disclosed in the Patent, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;

**(c)** the right to extend to or register in or in respect of any country or territory in the world each and any of the Patent, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications.

**(d)** the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patent or filed as aforesaid; and

**(e)** the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patent or any patents granted on any of the applications in the Patent or filed as aforesaid, whether occurring before on or after the date of this agreement.

### **3.VAT**

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

### **4.WARRANTIES**

The Assignor warrants that:

**(a)** it is the sole legal and beneficial owner of the Patent and it is properly registered as the applicant or proprietor;

**(b)** all application, registration and renewal fees in respect of the Patent have been paid;

**(c)** it has not assigned or licensed any of the rights under the Patent;

**(d)** the Patent is free from any security interest, option, mortgage, charge or lien;

**(e)** it is unaware of any infringement or likely infringement of, or any challenge or likely challenge to the validity of, of the Patent or of anything that might render any of the Patent invalid or subject to a compulsory licence order or prevent any application in the Patent proceeding to grant;

**(f)** so far as it is aware, exploitation of the Patent will not infringe the rights of any third party; and

**(g)** all previous assignments of the Patent are valid and were registered within applicable time limits.

### **5.INDEMNITY**

#### **5.1**

The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of

reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with:

**(a)** any breach by the Assignor of the warranties in Clause 4 above; or

**(b)** the enforcement of this agreement.

## **5.2**

At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.

## **5.3**

This indemnity shall apply whether or not the Assignee has been negligent or at fault.

## **5.4**

If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.

## **5.5**

Nothing in this clause shall restrict or limit the Assignee's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

## **6.FURTHER ASSURANCE**

### **6.1**

At the Assignee's expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including:

**(a)** registration of the Assignee as applicant for, or proprietor of, the Patent; and

**(b)** assisting the Assignee in obtaining, defending and enforcing the Patent, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this agreement.

### **6.2**

The Assignor appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement.

### **6.3**

This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this clause and the proprietary interest of the Assignee in the Patent and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.

### **6.4**

Without prejudice to Clause 6.2, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:

**(a)** take any action that this agreement requires the Assignor to take;

**(b)** exercise any rights which this agreement gives to the Assignor; and

(c)appoint one or more persons to act substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.

#### **6.5**

The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

#### **7.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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

#### **8.ENTIRE AGREEMENT**

##### **8.1**

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.

##### **8.2**

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.

#### **9.VARIATION**

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

#### **10.SEVERANCE**

##### **10.1**

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.

##### **10.2**

If any provision or part-provision of this agreement is deemed deleted under Clause 10.1 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.

#### **11.COUNTERPARTS**

##### **11.1**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

##### **11.2**

Transmission of the executed signature page of a counterpart of this agreement e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

### **11.3**

No counterpart shall be effective until each party has executed and delivered at least one counterpart.

## **12. THIRD PARTY RIGHTS**

### **12.1**

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

### **12.2**

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

## **13. NOTICES**

### **13.1**

Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the address specified by the parties.

### **13.2**

Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

(c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this *clause 13.2(c)*, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

### **13.3**

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.

## **14. 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.

## **16. 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.


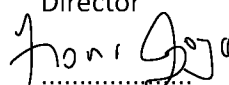
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **SCHEDULE 1**


### **PATENTS**

Publication no	Application no	Date filed	Date granted	Title
US 7,875,180 B2	PCT/GB2005/001358	07 April 2005	25 January 2011	Water Treatment Apparatus and Method

Executed as a deed by  
Poseidon Water Limited  
acting by Camillus Glover, a  
director and Fiona Joyce, its  
secretary

  
.....  
Director  
  
.....  
Secretary

Executed as a deed by Surrey  
Aquatechnology Limited  
acting by Camillus Glover, a  
director and Fiona Joyce, its  
secretary

  
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Director  
  
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Secretary