PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7267277

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
WEARABLE TECHNOLOGY LIMITED	02/28/2022

RECEIVING PARTY DATA

Name:	WEARABLE TECHNOLOGIES LIMITED
Street Address:	UNIT 12 WARREN PARK WAY
City:	ENDERBY, LEICESTERSHIRE
State/Country:	UNITED KINGDOM
Postal Code:	LE19 4SA

PROPERTY NUMBERS Total: 19

Application Number: 09907901 Application Number: 11487783 Application Number: 10592989 Application Number: 14561298 Application Number: 15084814 Application Number: 15889251 Application Number: 15697155 Application Number: 16375622 Application Number: 16587165 Application Number: 16143921 Application Number: 16143921 Application Number: 16371625 Application Number: 16371625 Application Number: 16387129 Application Number: 16587129 Application Number: 16587129 Application Number: 17097029 Application Number: 17097038	Property Type	Number
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Application Number: 17097038	Application Number:	17097029
-	Application Number:	17097038

PATENT REEL: 059528 FRAME: 0914

CORRESPONDENCE DATA

Fax Number: (216)373-3450

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.

Phone: 2166540090

Email: docketing@cooperlegalgroup.com
Correspondent Name: COOPER LEGAL GROUP LLC
Address Line 1: 1388 RIDGE ROAD, UNIT 1
Address Line 4: HINCKLEY, OHIO 44233

ATTORNEY DOCKET NUMBER:	ACG101US
NAME OF SUBMITTER:	WILLIAM J. COOPER
SIGNATURE:	/William J. Cooper/
DATE SIGNED:	04/07/2022

Total Attachments: 16

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DATED 28 February 2022

Wearable Technology Limited	(1)
~ and »	
Wearable technologies limited	(2)
ASSET TRANSFER AGREEMENT	



1 Amphora Place Sheepen Road Colchester Essex CO3 3WG Tel: 01206 217300 Fax: 01206 572393 www.birkettlong.co.uk

Table of Contents

Clas	ase	Page
1.	Interpretation	1.
2.	Agreement to transfer	4
3.	Completion	5
4.	Assignment of Goodwill and Intellectual Property Rights	5
5.	Warranties	5
6.	Passing of title and Third Party Consents	6
7.	Value added tax	7
8.	Further assurance	7
9.	Assignment	7
10.	Entire agreement	7
11.	Variation and waiver	7
12.	Notices	7
13.	Severance	8
14.	Counterparts	8
15.	Third party rights	8
16.	Governing law and jurisdiction	8
Sch	edule	Page
1.	Seller's actions and obligations at Completion	9
2.	Owned Business Intellectual Property Rights	1

DATED: 28 February 2022

BETWEEN:

- (1) WEARABLE TECHNOLOGY LIMITED incorporated and registered in England and Wales with company number 09273369 whose registered office is at Unit 12 Warren Park Way, Enderby, Leicestershire LE19 4SA ("Seller").
- (2) WEARABLE TECHNOLOGIES LIMITED incorporated and registered in England and Wales with company number 08814318 whose registered office is at Unit 12 Warren Park Way, Enderby, Leicestershire LE19 4SA ("Suyer").

BACKGROUND:

- (A) The Seller has agreed to transfer and the Buyer has agreed to receive the Assets subject to and on the terms and conditions of this agreement.
- (8) The Seiler is a wholly owned subsidiary of the Buyer. The Seiler has not been trading for the last 3 months and is no longer required. Following the transfer of the Business and Assets in accordance with this agreement the Buyer wishes to have the Seiler struck off the register at Companies House.
- (C) As the Seller is to be struck off and does not have any debtors there will not be any payment made for the transferred Business and Assets.

AGREED TERMS:

1. Interpretation

"Assets"

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

	to the Business to be transferred pursuant to clause 2.1.
"Book Debts"	all trade and other debts (if any) and amounts owing to the Selier at the Effective Time in respect of goods or services supplied by the Seller in the ordinary course of carrying on the Business (whether or not invoiced) prior to the Cessation Date.
"Business"	the former business carried on by the Seller prior to the Cessation Date.
"Business Claims"	all of the Seller's rights, entitlements and claims against third parties arising directly or indirectly out of or in connection with the operation of the Business or relating to the Assets.
"Business Day"	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Business Information"	all information, know-how and techniques (whether or not confidential and in whatever form held) which in any way relate, wholly or partly, to the Business, including the webpages accessed via the Domain Names.

the property, rights and assets of the Seller in relation

"Business Intellectual Property Rights" all Patents, Registered Designs, Trade Marks and all other Intellectual Property Rights owned, used or held for use by the Seller exclusively or predominantly in, or in connection with, the Business.

"Business Name"

Wearable Technology.

"Cash"

all cash in any bank account operated by the Seller.

"Cessation Date"

31 October 2021.

"Completion"

the completion of the sale and purchase of the Assets in accordance with this agreement.

"Completion Date"

the date of this agreement.

"Data"

all data, including any processed in relation to the Business, and all data in any Databases.

"Databases"

all databases owned, used or held for use by the Seller in relation to the Business.

"Domain Names"

all internet domain names associated with Domain Names the Business.

"Encumbrance"

any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.

"Goodwill"

the goodwill of the Seller in relation to the Business, including the benefit and advantage of the good name, reputation, and connection of the Business, the exclusive right for the Buyer to carry on the Business under the Business Name (and all other names associated with the Business) and to represent itself as carrying on the Business in succession to the Seller.

"Intellectual Property Rights"

patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names, rights in getup, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Patents"

the patents and patent applications identified in Schedule 2.

"Registered Designs"

the registered designs short particulars of which are set out in Schedule 2.

"Owned Business Intellectual Property Rights" those Business Intellectual Property Rights which are owned by the Seller set out in Schedule 2.

"Plant and Equipment"

plant, machinery, motor vehicles, office, warehouse and factory furniture, fixtures and fittings and equipment (including IT equipment) owned by the Seller and previously used in the Business.

"Records"

all records and other storage media, regardless of form or characteristics, containing or relating to Business Information or on or in which Business Information is recorded or stored, whether machine-readable or not (including computer disks, hard drives, servers, universal serial bus (USB) sticks, the cloud, books, photographs and other documentary materials) and which shall include, without limitation, the books, accounts, lists of customers and suppliers, credit reports, cost records, work tickets, catalogues, advertising, all national insurance and PAYE records in respect of employees, all such records as are referred to in section 49 of VATA 1994 and all the other documents, papers and records in the possession or under the control of the Seller, in each case relating to the Business or any of the Assets.

"Social Media Accounts"

any user account, profile, page or other similar presence on an online communication channel incorporating user-generated content in connection with the Business, including Facebook, Twitter, Instagram and Linked-in, controlled or administered by or on behalf of the Seller at the date of this agreement and in the past 24 months.

"Stock"

all raw materials, supplies, work in progress, parts and components, and finished goods held, used or owned by the Seller in connection with the Business as at the Completion Date.

"Third Party Consent"

a consent, licence, approval, authorisation or waiver required from a third party for the conveyance, transfer, assignment or novation in favour of the Buyer of any of the Assets.

"Trade Marks"

the registered trade marks short particulars of which are set out in Schedule 3.

"VAT"

value added tax chargeable in the UK.

"VATA 1994"

Value Added Tax Act 1994.

"Warranties"

the warranties set out in clause 4.

1.2 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

- 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 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 A reference to writing or written includes fax but not email (unless otherwise expressly provided in this agreement).
- 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.
- 1.9 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 References to a document in agreed form is to that document in the form agreed by the parties and initialled by them or on their behalf for identification.
- 1.12 Unless the context requires otherwise, a reference to any legislation or legislative provision includes:
 - 1.12.1 such legislation or legislative provision as it is in force at the date of this agreement; and
 - 1.12.2 all subordinate legislation made from time to time under that legislation or legislative provision and which is in force at the date of this agreement.

2. Agreement to transfer

- 2.1 The Selier transfers with full title guarantee and free from all Encumbrances, and the Buyer acquires, with effect from the Completion Date, the assets set out below:
 - 2.1.1 the Cash:
 - 2.1.2 the Goodwill;
 - 2.1.3 the Plant and Equipment;
 - 2.1.4 the Stock;
 - 2.1.5 the Business Information;
 - 2.1.6 the Book Debts;
 - 2.1.7 the Business Name:
 - 2.1.8 the Business Intellectual Property Rights which shall include the Owned Business Intellectual Property Rights;

- 2.1.9 the Domain Names and the Social Media Accounts which shall be transferred as set out in paragraph 2 of Schedule 2;
- 2.1.10 the Records;
- 2.1.11 the Business Claims; and
- 2.1.12 all other property, rights and assets owned by the Seller and used, enjoyed or exercised or intended to be used, enjoyed or exercised exclusively or primarily in the Business at the Completion Date.
- 2.2 The Seller owes £531,083.75 to the Buyer by way of inter-company loan, the value of this loan will be reduced by the book value of the Assets to be transferred in accordance with this agreement.

3. Completion

- 3.1 Completion shall take place on the Completion Date.
- 3.2 At Completion the Seller shall comply with its obligations set out in Schedule 1.
- 3.3 At Completion the Buyer shall:
 - 3.3.1 deliver to the Seller:
 - (a) duly executed counterparts of the licences, agreements, assignments and other documents referred to in paragraph 1.2 of Schedule 1; and
 - (b) a copy of the resolutions passed by the board of directors of the Buyer authorising the execution by the Buyer of this agreement and all other documents anciliary to it or the transactions contemplated herein, and authorising the relevant signatory or signatories to execute this agreement and any such other documents on the Buyer's behalf.

4. Assignment of Goodwill and Intellectual Property Rights

- 4.1 The Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Goodwill and the Business Intellectual Property Rights, including:
 - 4.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents, Registered Designs and Trade Marks;
 - 4.1.2 all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services for which the Trade Marks are registered or used; and
 - 4.1.3 the right to bring, make, oppose, defend or 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 Business Intellectual Property Rights, whether occurring before, on, or after the date of this agreement.

5. Warranties

- 5.1 The Seller warrants to the Buyer that:
 - 5.1.1 the Seller has good and marketable title to each Asset (whether tangible or intangible), and each Asset is legally and beneficially owned by the Seller;

- 5.1.2 there are no Encumbrances over any of the Assets, and the Seller has not agreed to create any Encumbrances over the Assets or any part of them;
- 5.1.3 the Seller has the requisite power and authority to enter into and perform this agreement and the documents referred to in it (to which it is a party), and they constitute (or will constitute, when executed) valid, legal and binding obligations on the Seller in accordance with their respective terms;
- 5.1.4 the execution and performance by the Seller of this agreement and the documents referred to in it (to which it is a party) will not breach or constitute a default under the Seller's articles of association, or any agreement, instrument, order, judgement, or other restriction which binds the Seller;
- 5.1.5 the Seller does not own any freehold or leasehold property and releases its occupation of any premises shared with the Seller from the Completion Date;
- 5.1.5 the Seller does not employ or engage any employees, workers or consultants;
- 5.1.7 there are no outstanding contracts to be performed by the Seller
- 5.1.8 the Seller is the sole legal and beneficial owner of, and owns all the rights and interests in, the Business Intellectual Property Rights;
- 5.1.9 for each of the applications and registrations listed in Schedule 2, it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
- 5.1.10 the Seller has not licensed or assigned any of the Business Intellectual Property Rights; and
- 5.1.11 the Business Intellectual Property Rights are free from any security interest, option, mortgage, charge or lien.

6. Passing of title and Third Party Consents

- 6.1 If any Third Party Consent is required to transfer an Asset to the Buyer and such Third Party Consent has not been obtained prior to Completion, the Seller shall use all reasonable endeavours after Completion and, before being struck off, to obtain such consent as soon as possible following Completion and to effect any transfer or assignment or novation of that Asset at the request of the Buyer after receipt of the Third Party Consent, and the Buyer shall cooperate with the Seller so far as is reasonable for such purposes.
- 6.2 In so far as any Assets are not delivered or formally transferred, novated or assigned to the Buyer at Completion and until such time as they are formally transferred, novated or assigned to the Buyer:
 - 6.2.1 the Seller shall be deemed to hold all such Assets, and any monies, goods or other benefits received thereunder, on trust for the Buyer; and
 - 6.2.2 to the extent permissible under law or the terms of any relevant agreement the Seller shall use all reasonable endeavours, with the co-operation of the Buyer, to procure at the Buyer's cost that the Buyer shall be entitled to the benefit, use and enjoyment of those Assets, to receive the income therefrom, and to have the right of enforcement of the Business Claims, if any, relating to those Assets and (without limitation) shall provide access to all relevant books, documents and other information in relation to such Assets as the Buyer may require from time to time.

6.3 This agreement shall constitute an assignment to the Buyer of the benefit of all of the Business Claims which are capable of assignment without the consent of any third party, in each case, with effect from the Completion Date.

7. Value added tax

7.1 The Seller and the Buyer acknowledge that section 43(1) of VATA 1994 will apply to the sale of the Assets pursuant to this agreement.

8. Further assurance

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

9. Assignment

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the other party.

10. Entire agreement

This agreement (together with the documents referred to in it) 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.

11. Variation and waiver

- 11.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.2 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 11.3 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.4 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

12. Notices

- 12.1 Any notice to be given by a party to this agreement shall be in writing and may be given personally or sent by email (provided that the email contains a request for a delivery and read receipt), or by prepaid registered post (airmail in the case of an address for service outside the United Kingdom) to the addressee at his address stated at the front of this agreement, or at such other address as the party to be served may have notified as his address for service.
- 12.2 Any notice if given personally shall be deemed served when delivered; if sent by email it shall be deemed delivered when stated on the read receipt, and if served by registered post

shall be deemed served 48 hours after posting to an address in the United Kingdom or 5 days after posting to an address outside the United Kingdom. In proving the service of any notice it will be sufficient to prove, in the case of a letter, that such letter was delivered to the address given for notice; or properly stamped, addressed and placed in the post or, in the case of an email, that such email was delivered to the email address known to be used by a Member and there is a successful delivery and read receipt in respect of that email.

13. Severance

- 13.1 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.
- 13.2 If any provision or part-provision of this agreement is deemed deleted under clause 13.1, 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.

14. Counterparts

- 14.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 14.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement.
- 14.3 No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

15. Third party rights

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.

16. Governing law and jurisdiction

- 16.1 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.
- 16.2 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 and delivered as a deed on the date stated at the beginning of this agreement.

SCHEDULE 1

Seller's actions and obligations at Completion

- 1. The Seller shall deliver, or procure delivery, to the Buyer of, or make available to the Buyer:
 - 1.1. physical possession of all the Assets capable of passing by delivery, with the intent that title in such Assets shall pass by and upon such delivery;
 - 1.2. such conveyances, transfers, assignments and novations together with the requisite notices, licences, documents of title and relevant Third Party Consents as may be necessary to vest in the Buyer title to all of those Assets which are not transferable by delivery and which will permit the Buyer to enter into and take possession of the Assets, subject always to the provisions of clause 6.1, including without limitation:
 - 1.2.1. all such Third Party Consents as the Buyer may require to vest in the Buyer the full benefit of the Assets;
 - 1.2.2. all documents of title and certificates for the lawful operation and use of, and all service documents pertaining to, the Assets and the Stock; and
 - 1.2.3. all documents of title, certificates, deeds, licences, agreements and other documents relating to the Business Intellectual Property Rights and all manuals, drawings, plans, documents and other materials and media on which the Business Information is recorded;
- 1.3. the Records, duly written up to the Completion Date;
- 1.4. a copy of the resolutions passed by the board of directors of the Seller authorising the execution by the Seller of this agreement and all other documents ancillary to it or the transactions contemplated herein, and authorising the relevant signatory or signatories to execute this agreement and any such other documents on the Seller's behalf.
- 2. The Seller shall:
 - 2.1. transfer ownership and control of the Domain Names and the Social Media Accounts to the Buyer and promptly complete all formalities that are required to transfer full and unconditional ownership and technical control of the Domain Names and the Social Media Accounts to the Buyer; and
 - 2.2. deliver, or procure delivery, to the Buyer of, or make available to the Buyer the Data and any other digital representation of the Business Information in a structured, commonly used and machine-readable format.

SCHEDULE 2

Owned Business Intellectual Property Rights

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Where P stands for Patent and D for Registered Designs

121621-6/18-11-21/TD Asset Transfer Agreement -- Wearable Technology/V.3

43

SCHEDULE 3

Trade Marks

UK Registered Mark reference UK00910027415, "Visijax", classes 9, 25

UK Registered Mark reference UK00915189459, "Eleksen", classes 9, 24, 25, 38

EXECUTION PAGE

by WEARABLE TECHNOLOGY LIMITED) acting by one director in the presence of:)
Witness Signature: Witness Name: Solt Boston Address: 10, 803 21, AVENUE SE GUARA, AB TZG 1195 GUARA
Occupation: Accument
EXECUTED and DELIVERED as a DEED)
by WEARABLE TECHNOLOGIES LIMITED) acting by one director in the presence of:
Witness Signature: Segrol
Address: (40, 803 Zu August SE

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RECORDED: 04/07/2022

Occupation:

Asset Transfer Agreement - Wearable Technology/V.3