

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7314472

| | |
|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| FATHOM SYSTEMS LIMITED | 10/18/2021 |
| RECEIVING PARTY DATA | |
| Name: | JFD LIMITED |
| Street Address: | JFD, WESTHILL INDUSTRIAL ESTATE, ENTERPRISE DRIVE, WESTHILL |
| City: | ABERDEEN |
| State/Country: | UNITED KINGDOM |
| Postal Code: | AB32 6TQ |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Application Number: | 16988961 |
| Patent Number: | 10768152 |
| CORRESPONDENCE DATA | |
| Fax Number: | (713)652-2556 |
| <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: | 17135579414 |
| Email: | dan@lpats.com |
| Correspondent Name: | DANIEL N LUNDEEN |
| Address Line 1: | 710 HARRISON AVENUE, LEADVILLE, COLORADO 80461, US |
| Address Line 4: | LEADVILLE, COLORADO 80461 |
| ATTORNEY DOCKET NUMBER: | P223252 |
| NAME OF SUBMITTER: | DANIEL N LUNDEEN |
| SIGNATURE: | /Daniel N Lundeen/ |
| DATE SIGNED: | 05/05/2022 |
| Total Attachments: 14 | |
| source=Deed of Assignment of Patents Fath-JFD revised 2022-03 (002)#page1.tif | |
| source=Deed of Assignment of Patents Fath-JFD revised 2022-03 (002)#page2.tif | |
| source=Deed of Assignment of Patents Fath-JFD revised 2022-03 (002)#page3.tif | |
| source=Deed of Assignment of Patents Fath-JFD revised 2022-03 (002)#page4.tif | |
| source=Deed of Assignment of Patents Fath-JFD revised 2022-03 (002)#page5.tif | |

source=Deed of Assignment of Patents Fath-JFD revised 2022-03 (002)#page6.tif
source=Deed of Assignment of Patents Fath-JFD revised 2022-03 (002)#page7.tif
source=Deed of Assignment of Patents Fath-JFD revised 2022-03 (002)#page8.tif
source=Deed of Assignment of Patents Fath-JFD revised 2022-03 (002)#page9.tif
source=Deed of Assignment of Patents Fath-JFD revised 2022-03 (002)#page10.tif
source=Deed of Assignment of Patents Fath-JFD revised 2022-03 (002)#page11.tif
source=Deed of Assignment of Patents Fath-JFD revised 2022-03 (002)#page12.tif
source=Deed of Assignment of Patents Fath-JFD revised 2022-03 (002)#page13.tif
source=Deed of Assignment of Patents Fath-JFD revised 2022-03 (002)#page14.tif



DATED 18TH OCTOBER 2021

DEED OF ASSIGNMENT OF PATENTS

between

FATHOM SYSTEMS LIMITED

and

JFD LIMITED

CONTENTS

CLAUSE

| | | |
|-----|--------------------------|---|
| 1. | Interpretation | 2 |
| 2. | Assignment..... | 3 |
| 3. | Improvements..... | 4 |
| 4. | VAT | 4 |
| 5. | Warranties | 4 |
| 6. | Indemnity..... | 5 |
| 7. | Further assurance | 5 |
| 8. | Waiver | 6 |
| 9. | Entire agreement..... | 6 |
| 10. | Variation | 6 |
| 11. | Severance..... | 7 |
| 12. | Counterparts | 7 |
| 13. | Third party rights | 7 |
| 14. | Notices | 7 |
| 15. | Governing law | 8 |
| 16. | Jurisdiction | 8 |

SCHEDULE

| | | |
|------------|--|----|
| Schedule 1 | Patents | 9 |
| Schedule 2 | Licences, charges and other third party rights | 11 |

This deed is dated 18 October 2021

Parties

- (1) **FATHOM SYSTEMS LIMITED** incorporated and registered in Scotland with company number SC288343 whose registered office is at c/o James Fisher Offshore Limited, North Meadows, Oldmeldrum, Aberdeenshire, United Kingdom, AB51 0GQ (**Assignor**)
- (2) **JFD LIMITED** incorporated and registered in Scotland with company number SC123684 whose registered office is at JFD, Westhill Industrial Estate, Enterprise Drive, Westhill, Aberdeen, AB32 6TQ (**Assignee**)

BACKGROUND

- (A) The Assignor is the proprietor of the Patents (as defined below).
- (B) The Assignor is an affiliate of the Assignee, with both companies sharing the same ultimate parent company.
- (C) By the Main Agreement (as defined below) the Assignor has agreed to assign the Patents to the Assignee on the terms set out in this agreement.
- (D) The Main Agreement, an asset purchase agreement, stipulates at Clause 2 that all Intellectual Property Rights will pass to the Assignee. This Deed is to formalise the terms of the Main Agreement and enforce the transfer of the relevant patents from the Assignor to the Assignee.

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.

Improvement: any improvement, enhancement or modification to the technology that is the subject of any of the Patents.

Main Agreement: an asset purchase agreement dated 1 January 2021 between the Assignor and the Assignee.

Patents: the patents and patent applications, short particulars of which are set out in 0.

VAT: value added tax chargeable in the UK.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 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.
- 1.4 References to clauses and Schedules are to the clauses and Schedules 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 any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 References to a document in agreed form is to that document in the form agreed by the parties and initialised by them or on their behalf for identification.
- 1.9 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force as at the date of this agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax and email.
- 1.11 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, phrase or term preceding those terms.
- 1.12 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

Pursuant to and for the consideration set out in the Main Agreement, the Assignor hereby assigns to the Assignee, absolutely with full title guarantee, all its right, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents, including:

- (a) in respect of any and each application in the Patents:
 - (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 Patents, 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 Patents, 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 Patents 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 Patents or any patents granted on any of the applications in the Patents or filed as aforesaid, whether occurring before on or after the date of this agreement.

3. Improvements

If the Assignor makes, devises, or discovers, or otherwise acquires rights in, any Improvement it shall, to the extent that it is not prohibited by law or by any obligation to any other person, promptly notify the Assignee in writing, giving details of the Improvement and shall, if the Assignee so requests, enter into good faith negotiations with a view to assigning its rights in the Improvement to the Assignee.

4. 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.

5. Warranties

The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of the Patents and it is properly registered as the applicant or proprietor;
- (b) all application, registration and renewal fees in respect of each of the Patents have been paid;
- (c) it has not assigned or licensed any of the rights under the Patents
- (d) each 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, any of the Patents or of anything that might render any of the Patents invalid or subject to a compulsory licence order or prevent any application in the Patents proceeding to grant;
- (f) so far as it is aware, exploitation of the Patents will not infringe the rights of any third party; and
- (g) all previous assignments of the Patents are valid and were registered within applicable time limits.

6. Indemnity

- 6.1 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 5 above; or
 - (b) the enforcement of this agreement.
- 6.2 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.
- 6.3 This indemnity shall apply whether or not the Assignee has been negligent or at fault.
- 6.4 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.
- 6.5 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.

7. Further assurance

- 7.1 At its own 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 Patents; and
 - (b) assisting the Assignee in obtaining, defending and enforcing the Patents.

- 7.2 The Assignor appoints the Assignee to be its attorney in his 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.
- 7.3 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.
- 7.4 Without prejudice to clause 7.2, 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.
- 7.5 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.

8. 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.

9. Entire agreement

- 9.1 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.
- 9.2 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 based on any statement in this agreement.

10. Variation

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

11. Severance

- 11.1 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.
- 11.2 If any provision or part-provision of this agreement is deemed deleted under clause 11.1 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.

12. Counterparts

- 12.1 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.
- 12.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) OR the executed signature page of a counterpart of this agreement by (a) fax or (b) 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.

13. Third party rights

- 13.1 Unless it expressly states otherwise, 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.

14. Notices

- 14.1 Any notice 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) not used
- 14.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt; and
 - (b) if sent by pre-paid first-class post the next working day delivery service; and
 - (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.

14.3 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.

15. 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

Spahr Caldwell
Spahr Caldwell
Spahr Caldwell
Spahr Caldwell
Spahr Caldwell
Spahr Caldwell
Spahr Caldwell

| Catchword | Status | Country | Application Date | Application Number | Publication Number | Registration Date | Grant or Registration Number |
|--|------------------------|---------------------------|------------------|--------------------|--------------------|-------------------|------------------------------|
| Method and System for Multiplexing Signals from High Definition Underwater | Application pending | European Patent Office | 23/01/2020 | 20702887.9 | - | - | - |
| Method and System for Multiplexing Signals from High Definition Underwater | Application pending | Singapore | 23/01/2020 | 11202108034R | - | - | - |
| Method and System for Multiplexing Signals from High Definition Underwater | Application pending | United States of America | 23/01/2020 | US17/424817 | - | - | - |
| Method and System for Multiplexing Signals from High Definition Underwater | Expired at end of life | Patent Cooperation Treaty | 23/01/2020 | PCT/GB2020/050159 | 2020152471 | n/a | n/a |

Schedule 2 Licences, charges and other third party rights

Not used

PATENT
REEL: 059821 FRAME: 0516

Executed and delivered as a deed by **FATHOM SYSTEMS LIMITED**

Acting by a DIRECTOR (signature)

Sarah Caldwell
SARAH CALDWELL

(print name) In the presence of (WITNESS)

.....
(print name)

JFD, Curside Avenue, Inverness Business Park, Rosslyn, PA4 9RW
(address)

Head of Innovation
(occupation)

Executed and delivered as a deed by **JFD LIMITED**

Acting by a DIRECTOR (signature)

Sarah Caldwell
SARAH CALDWELL

(print name) In the presence of (WITNESS)

.....
(print name)

JFD, Curside Avenue, Inverness Business Park, Rosslyn, PA4 9RW
(address)

Head of Innovation
(occupation)