

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7378850

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE UNIVERSITY OF SURREY OF GUILFORD	04/07/2022
THE FORESTRY COMMISSION	04/07/2022
RECEIVING PARTY DATA	
Name:	DTI HOLDING B.V. INCORPORATED
Street Address:	APPELLAAN 10, 3481 GV
Internal Address:	KVK 60014099
City:	HARMELEN
State/Country:	NETHERLANDS
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13521445
CORRESPONDENCE DATA	
Fax Number:	(000)000-0000
<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:	(510) 252-1277
Email:	geeta@riddhiip.com
Correspondent Name:	GEETA KADAMBI
Address Line 1:	43526 GALLEGOS AVENUE
Address Line 2:	RIDDHI IP LLC
Address Line 4:	FREMONT, CALIFORNIA 94539
ATTORNEY DOCKET NUMBER:	RIPLLC026.001US1
NAME OF SUBMITTER:	GEETA KADAMBI
SIGNATURE:	/Geeta Kadambi/
DATE SIGNED:	06/13/2022
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 7	
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Patent Assignment

between

The University of Surrey

The Forestry Commission

and

DTI Holding BV

This agreement is dated: 07 April 2022

Parties:

- (1) The University of Surrey of Guildford, Surrey, GU2 7XH;
- (2) The Forestry Commission, formerly of Silvan House, 231 Costorphine Road, Edinburgh, EH12 7AT, now of 620 Bristol Business Park, Coldharbour Lane, Bristol, BS16 1EJ, United Kingdom;

(together the “**Assignors**”); and
- (3) DTI Holding B.V. incorporated and registered in the Netherlands with company number KVK 60014199 whose registered office is at Appellaan 10, 3481 GV, Harmelen, The Netherlands (the “**Assignee**”).

Background:

- A. The Assignee has purchased certain assets from a licensee of the Assignors pursuant to an asset purchase agreement dated on or around the date of this assignment and as part of this transfer of assets, the Assignors have agreed to assign the Patents to the Assignee.

Agreed terms:

1 Definitions and interpretation

- 1.1 In this agreement the following terms shall have the following meanings:

“**Business Purchase Agreement**” means the business purchase agreement entered into between DTI Holding BV and C-Cure Solutions Limited on the date of this agreement;

“**Patents**” means whatever right, title and interest that the Assignors have in and to the patents and patent applications listed in schedule 1 to this agreement; and

“**IP Expenses**” shall mean all costs, expenses or liabilities arising by reason or in relation to the Patents.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a party includes its personal representatives, successors or permitted assignees. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted and a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. Any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. All references to times are to the local time in Utrecht, the Netherlands.

- 1.3 This agreement, and all of its terms and conditions, shall have force and effect from and its effective date shall be the date set out at the beginning of this agreement (the “**Effective Date**”) notwithstanding the last date of execution of this agreement.

- 1.4 It shall be a condition precedent to the entry into force of this agreement that the Business Purchase Agreement is entered into.

2 Assignment

- 2.1 In consideration of the payment of one pound sterling (£1.00) receipt of which the Assignors hereby acknowledge, the Assignors hereby assign to the Assignee with effect from the Effective Date subject to the other provisions of this agreement to the extent that it is capable of transfer to the Assignee and subject always to any third party rights and encumbrances

their whole right, title and interest in and to the Patents together with all of the rights, privileges and advantages accruing to them in relation to the Patents, including:

- (a) the right to apply for, prosecute and obtain patent or like protection throughout the world for any invention embodied in them;
- (b) the right to claim priority from any of the Patents;
- (c) the right to file any amendment, modification or other change to the Patents;
- (d) the right to the invention related to the Patents;
- (e) the right to the application related to the Patents;
- (f) the right for the Assignee to bring proceedings against any third party in respect of the Patents including in respect of proceedings against any third party for infringement of the Patents; and
- (g) all of their right, title and interest in and to any and all causes of action, rights of recovery and releases related to past infringement of Patents and any past third party claim related to the Patents.

2.2 The Assignors shall not and do not undertake to register the transactions effected by this agreement, and any registration shall be undertaken at the election and at the cost of the Assignee. However, the Assignors undertake to execute any documents reasonably required to register the transactions effected by this agreement on demand from the Assignee. The Assignee undertakes to use its best endeavours to register the transactions effected by this agreement at the relevant registries where the Patents are held as soon as possible following the Effective Date, such registrations being referred to herein as the "**Recordals**", and to keep the Assignors apprised of all progress in that respect.

2.3 From the Effective Date the Assignee shall be responsible for meeting any IP Expenses and the Assignors shall have no responsibility or liability therefor, irrespective of whether the transactions implemented by this agreement have been registered or not. The Assignee indemnifies and shall keep indemnified the Assignors against all IP Expenses related to the period following the Effective Date. The Assignors are responsible and liable for any IP Expenses related to the period until the Effective Date, and the Assignors indemnify and shall keep indemnified the Assignee against such IP Expenses.

3 Warranties

3.1 All representations, warranties, conditions, guarantees and stipulations, express or implied, statutory, customary or otherwise in respect of the Patents or any of the rights, title and interests transferred or agreed to be transferred pursuant to this agreement are expressly excluded, except as explicitly stated otherwise in this Agreement.

3.2 Each Assignor warrants that in so far as they are aware they are entitled to sell the Patents to the Assignee and that the Patents are free of any material third party interests or encumbrances, with the exception of:

- (a) Interests or encumbrances arising from prior third party intellectual or intangible property (for example prior third party patents or inventions);
- (b) rights previously granted to customers of the C-Cure Limited in relation to the use of data generated by C-Cure Limited; and
- (c) grant or other funding terms entered into by C-Cure Limited in the normal course of C-Cure Limited's business. Terms related to loans (i.e. shareholder loans, bank loans, current accounts) are not part of this exception in sub c.

4 General

- 4.1 No party shall at any time assign, novate, transfer, charge, subcontract or otherwise deal in any other manner with all or any of its rights or obligations under this agreement without the prior written agreement of the other parties.
- 4.2 A party's rights and remedies under this agreement are in addition to its rights and remedies implied by law.
- 4.3 The Assignors shall at the cost of the Assignee do and perform, and use reasonable endeavours to cause relevant third parties to do and perform, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments, documents, information and approvals/consent, as the Assignee may reasonably request in order to carry out the intent and accomplish the purposes of this agreement and the consummation of the transactions contemplated hereby. This includes the full cooperation of Assignors to records regarding the Patents in each of the related countries.
- 4.4 Any provision of this agreement which is intended either expressly or by implication to continue in force following the expiry of this agreement in order to provide the benefits set out in that provision shall continue in force accordingly.
- 4.5 Notices under this agreement shall be in writing, addressed to a party at its address set out in this agreement (or such other address as that party may have notified to the notifying party) shall be delivered personally or sent by commercial courier. A notice shall be received if delivered personally when left at the address referred to in this clause, or if sent by commercial courier on the date and at the time that the relevant delivery receipt is signed by or on behalf of the relevant party. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 4.6 If any provision of this agreement is found to be invalid, illegal or unenforceable, that provision shall be deemed to be deleted, and the validity of the other provisions of this agreement shall not be affected.
- 4.7 Each party shall bear its own costs and expenses incurred in connection with the negotiation, preparation and execution of this agreement.
- 4.8 A waiver of any right or remedy in relation to this agreement is only effective if given in writing and shall apply only to the circumstances it describes.
- 4.9 No failure or delay by a party to exercise any right or remedy shall constitute a waiver of that right or remedy.
- 4.10 A person who is not a party to this agreement shall not have any rights under or in connection with it.
- 4.11 Any variation to this agreement shall only be binding when agreed in writing and signed by authorised representatives of the parties.
- 4.12 Each party to this agreement waives, to the fullest extent permitted by law, its rights to rescind (ontbinden) this agreement, to suspend (opschorten) any of its obligations or liability under this agreement, to nullify (vernietigen) or to invoke the nullity (nietigheid) of this agreement on any ground under Dutch law or under any other applicable law.
- 4.13 Each party to this agreement agrees, at its own expense, to take any further action as the others may reasonably request to give effect to this agreement.
- 4.14 This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

- 4.15 This agreement (and any non-contractual obligations arising out of or in connection with it) are governed by Dutch law.
- 4.16 The courts of Utrecht, the Netherlands have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement (including a dispute regarding this clause and the existence, validity or termination of this agreement).

Schedule 1

Title	Country	Patent Number	Status	Ownership
Bioremediation materials (Microbial charcoal) MCC	Australia Canada U.Kingdom South Africa	AU2006313588 CA 2,628,985 GB2431926 ZA 2008/04347	Granted Granted Granted Granted	All jointly owned by Forest Research and Surrey
Charcoal for heavy metal remediation (Superadsorbent charcoal) SAD	Australia Canada U. Kingdom South Africa	AU2008281561 CA 2,695,512 GB2451509 ZA 2010/01525	Granted Granted Granted Granted	As Above
Composite material (Silicated charcoal) SIC	South Africa Canada U. Kingdom Australia	ZA13/05796 CA 2826078 GB2487760 AU2012213202	Granted Granted Granted Granted	As Above
Oil Adsorbent Composition OSC	South Africa Canada U.Kingdom Australia	ZA2013/07479 CA2831975 GB2489764 AU2012238413	Granted Granted Granted Granted	As Above
Activated Charcoal ATC	US U.Kingdom Canada	US9290390 GB2476819 CA2786840	Granted Granted Granted	Owned solely by Surrey

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Signature page(s) follow

Signature page
Business Purchase Agreement

Signed for and on behalf of **The University of Surrey** by,

DocuSigned by:

1FDF8F3DFBEA46E...

Name: Dr William Lovegrove
Title: Director of Innovation Strategy

Signed for and on behalf of **The Forestry Commission** by,

DocuSigned by:

D7BDF44B0130428...

Name: James Pendlebury
Title: Chief Executive

Signed for and on behalf of **DTI Holding B.V.** by,

DocuSigned by:

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Name: Michel Hardeman
Title: Director