

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NVF TECH LTD	04/27/2017
RECEIVING PARTY DATA	
Name:	TECTONIC AUDIO LABS, INC.
Street Address:	17802 134TH AVENUE NE
City:	WOODINVILLE
State/Country:	WASHINGTON
Postal Code:	98072
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8494208
CORRESPONDENCE DATA	
Fax Number:	(206)922-5628
<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:	2067014737
Email:	myricks@myricksllaw.com
Correspondent Name:	LAW OFFICES OF TOUSSAINT L. MYRICKS PLLC
Address Line 1:	P. O. BOX 1358
Address Line 4:	RENTON, WASHINGTON 98057
ATTORNEY DOCKET NUMBER:	TAL-1030US
NAME OF SUBMITTER:	TOUSSAINT L. MYRICKS
SIGNATURE:	/Toussaint L. Myricks/
DATE SIGNED:	07/28/2022
Total Attachments: 12	
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EXECUTED VERSION

NVF TECH LIMITED
as Assignor

and

TECTONIC AUDIO LABS, INC.
as Assignee

INERTIAL VIBRATION EXCITER
PATENT ASSIGNMENT AND LICENSE AGREEMENT

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THIS PATENT ASSIGNMENT AND LICENSE AGREEMENT (the "**Agreement**") is entered into this 27 day of April 2017 (the "**Effective Date**") by and between the following:

PARTIES:

- (1) NVF TECH LTD., a company in England whose registered office is at Terek House Phoenix Park, Eaton Socon, St. Neots, Cambridgeshire, PE19 8EP (the "**Assignor**"); and
- (2) TECTONIC AUDIO LABS, INC, a Delaware state corporation having its principal place of business at 17802 134th Avenue NE, Building 4, Suite 20, Woodinville, Washington 98072-8806 (the "**Assignee**").

BACKGROUND:

- (A) The Assignor is the proprietor of or applicant for the Patent Assets (as defined in Section 1.1 below.).
- (B) The Assignor has agreed to assign to the Assignee the Patent Assets on the terms set forth below in this Agreement.

OPERATIVE PROVISIONS:

1.0 INTERPRETATION

1.1 The following definitions and rules of interpretation shall apply in this Agreement.

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"**Existing Licenses**" means those licenses of the Patent Assets granted by the Assignor to date and existing at the date of this Agreement listed in Schedule B.

"**Future Patents**" means any patents applied for or granted following the date of this Agreement in any country or territory in the world:

- (a) based on or claiming priority from any of the Patent Assets, and/or
- (b) comprising any invention disclosed in the Patent Assets.

"**Parties**" means the Assignor and the Assignee, and "**Party**" shall mean either of them.

"**Patent Assets**" means the patents and patent applications set forth on Schedule A.

"Term" means the period commencing on the Effective Date of this Agreement and ending on the date of expiration of each Patent Asset, or their revocation without final right of appeal.

- 1.2 Section and Schedule headings shall not affect the interpretation of this Agreement.
- 1.3 Schedule A and Schedule B each 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 shall be interpreted to include both Schedule A and Schedule B.
- 1.4 References to Sections and Schedules are to the Sections and Schedules of this Agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 "Writing" or "written" includes faxes and e-mail.
- 1.9 Any words following the terms "**including**", "**include**", "**in particular**" 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.
- 1.10 A "**person**" shall mean 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.

2.0 ASSIGNMENT

2.1 In consideration for the grantback license set forth in Section 4.0 below, Assignor hereby assigns to the Assignee all its right, title and interest in and to the Patent Assets, and in and to all and any inventions disclosed in the Patent Assets (and such right vested in the Assignee shall be sole and exclusive subject to the grant-back license set forth in Section 4.0 below), including:

- (a) in respect of any and each application in the Patent Assets:

- (i) the right to claim priority from and to prosecute and obtain a grant of patent and
 - (ii) the right to file divisional applications based thereon and to prosecute and obtain a grant of patent on each and any such divisional application;
- (b) in respect of each and any invention disclosed in the Patent Assets, the right to file an application, claim priority from such application, and prosecute and obtain the 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 Assets, and each and any of the applications comprising the Patent Assets 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 comprising the Patent Assets or filed as aforesaid; and
- (e) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and to 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 Assets or any patents granted on any of the applications comprising the Patent Assets or filed as aforesaid, whether occurring before, on or after the Effective Date.

2.2 The Parties acknowledge that certain warranties relating to this Agreement are given by the Assignor to the Assignee as set forth in Section 3.0 below.

3.0 WARRANTIES

3.1 The Assignor has all requisite power and authority, and has taken all necessary corporate action, to enable it to enter into and perform this Agreement and all agreements and documents entered into, or to be entered into, pursuant to the terms of this Agreement.

3.2 The Assignor has good and marketable title to the Patent Assets, and the Assignor is the full and sole legal and beneficial owner of the Patent Assets. There are no encumbrances on any of the Patent Assets, and the Assignor has not agreed to create, in whole or in part, any encumbrances on the Patent Assets.

3.3 So far as the Assignor is aware, none of the rights of the Patent Assets are being infringed, attacked or opposed, or are the subject of any claim for ownership or compensation by any third party.

4.0 GRANTBACK LICENSE

4.1 The Assignee hereby grants to the Assignor a fully paid up, perpetual, irrevocable, royalty free, sub-licensable, worldwide, non-exclusive, license under the Patent Assets and any Future Patents to:

(a) meet its obligations under the Existing Licenses; and

(b) use, develop, manufacture, sell or otherwise supply any products or services falling within the scope of any of the claims of any of the Patent Assets and any Future Patents.

4.2 For the avoidance of doubt, the Assignee shall have no liability to any person under the Existing Licenses.

5.0 GENERAL

5.1 Force Majeure.

Neither Party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party, including without limitation labor disputes involving that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

5.2 Amendment.

This Agreement may only be amended in writing signed by duly authorized representatives of the Assignor and the Assignee.

5.3 Assignment and Third Party Rights

(a) Subject to Paragraph 5.3(b) below, neither Party shall assign, mortgage, charge or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other Party, provided that, for the avoidance of doubt, the foregoing shall not prevent the Assignee from dealing with the Patent Assets in any manner that it wishes subject to the restrictions pertaining to the Grantback License set forth in Section 4.0 above.

(b) Either Party may assign all of its rights and obligations under this Agreement together with its rights in the Patent Assets to any third party company to which it transfers all or part of its assets or business, provided such third party assignee expressly agrees in writing to the other Party to be bound by and perform the obligations of the assignor under this Agreement.

5.4 Waiver.

No failure or delay on the part of either Party to exercise any right or remedy under this agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

5.5 Invalid Provisions.

If any provision or part of this Agreement is held to be invalid or unenforceable, this Agreement shall be deemed to be amended by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise to retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable law.

5.6 No Agency.

Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.

5.7 Counterparts.

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together be deemed to constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

5.8 Notices.

Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or by fax or electronic mail to the address of the relevant Party set out at the head of this Agreement, or to the relevant fax number set forth below, or to such other address or fax number as that Party may from time to time designate in a writing sent the other Party in accordance with the requirements of this Section 5.8. The fax numbers and email addresses of the Parties are as follows:

Assignor: NVF Tech Ltd
FAO: Nimrata Boora, Chief Financial Officer
Terek House, Phoenix Park, Eaton Socon, St. Neots,
Cambridgeshire, PE19 8EP, United Kingdom

email: nim.boora@reduxst.com

Assignee: TECTONIC AUDIO LABS, INC.
FAO: Todd Ostrander, President
17802 134th Avenue North East, Suite 20,
Woodinville, Washington 98072
Fax: +425-609-0038
email: toddo@tectonicaudiolabs.com

With copy to:
Hughes Media Law Group
Attn: Joleen Winther Hughes
2003 Western Avenue, Suite 460
Seattle, Washington 98121
Fax: +206-260-9300

- (a) Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or on the next working day after transmission (in the case of fax messages, but only if a transmission report is generated by the sender's fax machine recording a message from the recipient's fax machine, confirming that the fax was sent to the number indicated above and confirming that all pages were successfully transmitted).
- (b) The provisions of this Section 5.8 shall not apply to the service of any proceedings or other documents in any legal action.

5.9 Law and Jurisdiction.

- (a) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- (b) The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

5.10 Further Assurance.

The Assignor agrees to execute, acknowledge and deliver such further instruments, and do all further similar acts, as may be reasonably necessary to carry out the purposes and intent of this Agreement, at the sole cost of the Assignee.

5.11 Announcements.

Neither Party shall make any press or other public announcement concerning any aspect of this Agreement, or make any use of the name of the other Party in connection with or in consequence of this Agreement, without the prior written consent of the other Party.

5.12 Entire Agreement.

This Agreement, including each Schedule attached hereto, sets forth the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter. The Parties

acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in this Agreement. However, nothing in this Agreement shall exclude either Party's liability for any fraudulent statement or act.

5.13 Third Parties.

This Agreement is made for the benefit of the Parties hereto and their successors and permitted assigns only and is not intended to benefit, and no term thereof shall be enforceable by, any other person by virtue of the Contracts (Rights of Third Parties) Act of 1999.

This Agreement has been entered into as of the Effective Date set forth above.

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

As of the Effective Date of this Agreement, the granted patents and pending applications in Assignor's patent family 263 are as set forth below:

Title	Application Number	Grant/Registration Number	Country
Inertial Vibration Exciter	200880130496.7	200880130496.7	China
Inertial Vibration Exciter	08776224.1	Pending Application	Europe
Inertial Vibration Exciter	13/054,233	8,494,208	United States
Inertial Vibration Exciter	11109888.3	Pending Application	Hong Kong

SCHEDULE B

EXISTING LICENSES

As of the Effective Date of this Agreement, the Assignor as licensor has granted licenses of the Patent Assets to the following licensees:

Redux Management Limited

FAO: Nimrata Boora

Terek House, Phoenix Park, Eaton Socon, St Neots, Cambridgeshire, PE19 8EP, United Kingdom

email: nim.boora@reduxst.com

SIGNED for and on behalf of
NVF TECH LTD.



Nimrata Boora
Chief Financial Officer

SIGNED for and on behalf of
TECTONIC AUDIO LABS INC



Digitally signed by
com.apple.idms.appleid.prd.2f513932396b41306d2b6d433
96169756e645a632b773d3d
;DN:
cn=com.apple.idms.appleid.prd.2f513932396b41306d2b6
d43396169756e645a632b773d3d
Date: 2017.04.27 05:36:36 -08'00'

Todd Ostrander
President