

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7620595

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	UNIVERSITY OF STRATHCLYDE	09/02/2022
RECEIVING PARTY DATA		
Name:	DR HEBA LAKANY	
Street Address:	77 DRUMLIN DRIVE	
City:	MILNGAVIE	
State/Country:	UNITED KINGDOM	
Postal Code:	G62 6NF	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16652520
CORRESPONDENCE DATA		
Fax Number:	(919)854-1401	
<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>		
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Correspondent Name:	MYERS BIGEL, P.A.	
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ATTORNEY DOCKET NUMBER:	9013.185	
NAME OF SUBMITTER:	MADDIE SPINELLI	
SIGNATURE:	/Maddie Spinelli/	
DATE SIGNED:	11/01/2022	
Total Attachments: 6		
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ASSIGNMENT AGREEMENT

between

UNIVERSITY OF STRATHCLYDE

and

DR HEBA LAKANY

DATED: 2 SEPTEMBER 2022

ASSIGNMENT AGREEMENT

between

THE UNIVERSITY OF STRATHCLYDE, incorporated by Royal Charter, a charitable body registered in Scotland with registration number SCO15263 whose principal address is at 16 Richmond Street, Glasgow G1 1XQ, Scotland (hereinafter called "Strathclyde") OF THE FIRST PART

and

DR HEBA LAKANY, residing at 77 Drumlin Drive, Milngavie, G62 6NF (hereinafter called "LAKANY") OF THE SECOND PART

together the "Parties" and each a "Party".

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Assignment the following expressions have the following meanings unless inconsistent with the context:

"Assigned IP"	the Intellectual Property specified in Schedule 1
"Business Day"	any day other than Saturday and Sunday or a bank or public holiday in England
"Claimant"	has the meaning set out in clause 6.7
"Effective Date"	the date of this Assignment.
"Intellectual Property"	patents, trademarks, copyright, database rights, design rights, registered designs, know-how, and all other intellectual property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each case all rights and forms of protection having equivalent and similar effect anywhere in the world
"Strathclyde Patent Costs"	Patent Costs incurred prior to the Effective Date by Strathclyde. For the avoidance of doubt the Strathclyde Patent Costs are GBP £[REDACTED].
"Year"	the period of 12 consecutive months ending on 31 July (such dates being " Year Days ") or any shorter period either commencing on the Effective Date and ending on the next Year Day or commencing on the day after a Year Day and ending on the expiration or termination of this Agreement

1.2 References in this Assignment to a statute or statutory provision shall, unless the context otherwise requires include any statute or statutory provision which the referred to provision amends, re-enacts, extends, consolidates or replaces. References to a statutory provision also extend to any subordinate legislation made under it.

1.3 References in this Assignment to clauses and the Schedule are to clauses of and the Schedule to this Assignment.

1.4 The headings to the clauses are for ease of reference only and shall not be taken into account in its interpretation.

2. ASSIGNMENT

2.1 Strathclyde hereby assigns to LAKANY:

2.1.1 all such right, title and interest as Strathclyde has in the Assigned IP absolutely and free from all encumbrances;

2.1.2 all Strathclyde's rights and powers arising or accrued from the Assigned IP up to the Effective Date including any right to sue for damages and other remedies including without limitation any right to have the benefit of any remedy obtained on any supposed infringement of all or any of its rights in the Assigned IP before the Effective Date; and

2.1.3 all Strathclyde's rights (if any) to apply for prosecution to obtain patent or similar or other registered protection throughout the world in relation to all or any of the Assigned IP, including any right it has to apply for renewals and extensions and the right to claim priority from earlier applications so that the grant of any patent or similar or other registered protection shall be in the name of and vest in LAKANY.

2.2 LAKANY grants to Strathclyde a non-exclusive, world-wide, irrevocable, royalty-free licence for the life of the Assigned IP to use the Assigned IP for teaching and non-commercial research purposes.

2.3 Strathclyde agrees that it will, at LAKANY's request and cost, execute all documents, take all such actions, do all such things and provide all reasonable assistance as LAKANY may reasonably require in order to secure the right, title and interest in the Assigned IP assigned to LAKANY by this Assignment and will supply LAKANY with all technical information, materials, drawings, results, data and other documents in its custody or control relating to or representing the Assigned IP.

2.4 Any consideration payable by one party to the other under this Assignment will be exclusive of any VAT which may be chargeable, which will be payable in addition to the consideration in question at the rate for the time being prescribed by law on delivery of a valid VAT invoice.

2.5 LAKANY will bear all the costs from the Effective Date of prosecuting to grant of the applications comprised within the Assigned IP.

3. PAYMENTS

3.1 In consideration of the rights granted under **clause 2**, LAKANY agrees to pay to Strathclyde an assignment fee as follows (the "Assignment Fee"):

3.1.1 [REDACTED] pounds (£[REDACTED])

4. WARRANTIES AND LIABILITY

4.1 Each of the Parties acknowledges that, in entering into this Assignment, it has not relied on any warranty, representation or undertaking except those expressly set out in this Assignment and each party waives any claim for breach of any representation (unless made fraudulently) which is not specifically contained in this Assignment as a warranty.

4.2 Strathclyde warrants that:

4.2.1 it has not previously assigned or disposed of the Assigned IP in any way; and

- 4.2.2 no other person was involved with Strathclyde in the creation of any of the Assigned IP whose rights have not vested in Strathclyde.
- 4.3 With the exception of the warranty in clause 4.2, Strathclyde does not give any warranty, representation or undertaking:
- 4.3.1 as to the efficacy or usefulness of the Assigned IP; or
 - 4.3.2 that any of the Assigned IP is or will be valid or subsisting or (in the case of an application) will proceed to grant; or
 - 4.3.3 that the use of any of the Assigned IP, the manufacture, sale or use of any products using any of Assigned IP or the exercise of any of the rights granted under this Assignment will not infringe any Intellectual Property or other rights of any other person.
- 4.4 LAKANY will indemnify Strathclyde, and keep it fully and effectively indemnified, against each and every claim made against Strathclyde as a result of LAKANY's manufacture, use, sale of, or other dealing in any products based on the Assigned IP and each and every claim made by any other person involved in the creation of the Assigned IP.
- 4.5 Subject to **clause 4.8**, and except under the indemnity in **clause 4.4**, the liability of either Party to the other for any breach of this Assignment, for any negligence or liability arising in any other way out of the subject matter of or in connection with this Assignment will not extend to any indirect damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Party bringing the claim has advised the other of the possibility of those losses or if they were within the other Party's contemplation.
- 4.6 Subject to **clause 4.8**, the aggregate liability of either Party to the other for all and any breaches of this Assignment, any negligence or liability arising in any other way out of the Assigned IP or the subject matter of or in connection with this Assignment, will not exceed in total the aggregate payments received by Strathclyde from LAKANY under **clause 3.1** (excluding VAT).
- 4.7 Subject to **clause 4.8**, any claim under or arising in any other way out of the Assigned IP or the subject matter of or in connection with this Assignment must be notified in writing by the Party making the claim ("**Claimant**") within 12 months of the date when the Claimant became aware or ought reasonably to have become aware of such claim and in any event within 2 years of the date of this Assignment, and proceedings in respect of such claim must be issued and served on the other Party within 12 months of the date of such notification.
- 4.8 Nothing in this Assignment limits or excludes either Party's liability for:
- 4.8.1 death or personal injury; or
 - 4.8.2 any fraud or for any sort of liability that, by law, cannot be limited or excluded.
5. **NOTICES**
- 5.1 Any demand, notice or other communication given or made under or in connection with this Assignment shall be in writing and shall be given to Strathclyde or to LAKANY, as the case may be, either personally or by post appropriately addressed and marked for the attention of the relevant individual as follows:

Strathclyde

Innovation and Industry
Engagement
50 George Street
Glasgow
G1 1XP

LAKANY

77 Drumlin Drive,
Milngavie
East Dunbartonshire
G62 6NF

For the attention of: the Director

or to such other address and marked for the attention of such other individual as the prospective recipient may from time to time designate by notice to the other.

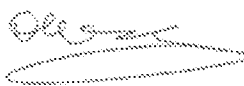
- 5.2 Notices and communications so designated, shall be deemed to have been duly given or made:
- 5.2.1 if delivered by hand, upon delivery at the address of the relevant Party;
 - 5.2.2 if sent by prepaid, first class post, 2 Business Days after posting;

Where in accordance with the above provisions any notice or communication would otherwise be deemed to be given or made on a day which is not a Business Day or after 4.00 pm on a Business Day such notice or other communication shall be deemed to be given or made at 9.00am on the next Business Day.

6. MISCELLANEOUS

- 6.1 Each of the Parties shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and execution of this Assignment.
- 6.2 Neither Party may use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent.
- 6.3 This Assignment constitutes the entire agreement between the Parties relating to the subject matter of this Assignment and supersedes all prior communications, drafts, agreements, representations, warranties, stipulations, undertakings and agreements of whatsoever nature, whether oral or written, between the Parties and all implied conditions and warranties are excluded so far as permitted by law.
- 6.4 The failure to exercise or delay in exercising a right or remedy under this Assignment shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Assignment shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 6.5 The Parties to this Assignment do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 6.6 This Assignment and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England. The courts of England will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Assignment. The parties irrevocably agree to submit to that jurisdiction, save that nothing shall prevent either Party from seeking injunctive relief in any appropriate jurisdiction.

SIGNED by Olga Kozlova
for and on behalf of
THE UNIVERSITY OF STRATHCLYDE

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SIGNED by Heba Lakany



SCHEDULE 1: THE ASSIGNED IP

The patent applications within the patent family known as 'Exoskeleton' as detailed below, including and any future patent(s) and patent application(s) which are based upon or derive priority from these:

Patent Title	Country	Application No.	Internal File Ref	Filing Date	Priority Date	Status
Exoskeleton	UK	GB1416043.3	Tech 2001	02/10/2017	n/a	Superseded
Exoskeleton	PCT	PCT/GB2018/052810	Tech 2001	02/10/2018	02/10/2017	Superseded
Exoskeleton	USA	16/652520	Tech 2001	02/10/2018	02/10/2017	Allowed
Exoskeleton	Europe	18785705.7	Tech 2001	02/10/2018	02/10/2017	Published

PATENT**REEL: 061608 FRAME: 0206****RECORDED: 11/01/2022**