

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7701920

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DANIEL FARD	11/16/2022
OLIVER TALBOT	06/11/2017
RECEIVING PARTY DATA	
Name:	NERUDIA LIMITED
Street Address:	WELLINGTON HOUSE
Internal Address:	PHYSICS ROAD, SPEKE
City:	LIVERPOOL
State/Country:	UNITED KINGDOM
Postal Code:	L24 9HP
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17002054
Application Number:	18056553
CORRESPONDENCE DATA	
Fax Number:	(405)607-8686
<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:	4056078600
Email:	ccannon@dunlapcoddling.com
Correspondent Name:	CANDICE CANNON
Address Line 1:	P.O. BOX 16370
Address Line 4:	OKLAHOMA CITY, OKLAHOMA 73113
ATTORNEY DOCKET NUMBER:	5557.007 AND 5557.097
NAME OF SUBMITTER:	CANDICE M. CANNON
SIGNATURE:	/candicemcannon/
DATE SIGNED:	12/19/2022
Total Attachments: 16	
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THIS AGREEMENT is dated [6] November 2022 and made

BETWEEN:

- (1) SHELL CREATIVE LIMITED, (registered number 05622505) whose registered office is at 295/297 Church Street, Blackpool, Lancashire, FY1 3PJ (Assignor); and
- (2) NERUDIA LIMITED, (registered number 08815467) whose registered office is at Wellington House Physics Road, Speke, Liverpool, Merseyside, L24 9HP (Assignee).

BACKGROUND

- (A) For good and valuable consideration (receipt of which is hereby acknowledged by the Assignor), in the period 2015 to 2021 (inclusive), the Assignor provided certain research and development services to the Assignee (the Services).
- (B) This Agreement formalises certain provisions that were informally agreed between the Assignor and the Assignee in connection with provision of the Services, in particular the Assignor's agreement to assign to the Assignee the Assignor's entire right, title, and interest in the Assigned Intellectual Property Rights, including the Assigned Patents (each as defined below).

IT IS AGREED:

1. In this deed:

Assigned Intellectual Property Rights means any and all Intellectual Property Rights which arose out of the provision of the Services by the Assignor to the Assignee;

Assigned Patents means the utility models, patents and patent applications listed in Schedule 1 and, in each case, any and all applications from which they are derived;

Intellectual Property Rights means:

- (a) patents, utility models and rights in inventions;
- (b) trade marks, service marks, rights in logos, trade names, rights in each of get-up and trade dress, rights to sue for passing off (including trade mark-related goodwill), rights to sue for unfair competition, and domain names;
- (c) copyright, moral rights, database rights, know-how, rights in designs, and topography rights;
- (d) any other intellectual property rights; and
- (e) all rights or forms of protection, subsisting now or in the future, having equivalent or similar effect to the rights referred to in paragraphs (a) to (d) above,

in each case: (i) anywhere in the world; (ii) whether unregistered or registered (including, for any of them, all applications, rights to apply, rights to prosecute and obtain grant from applications, and Rights to Claim Priority) and (iii) including, in respect of any of them, all divisionals, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals; and

Right to Claim Priority means, in respect of any Assigned Intellectual Property Rights, the rights to claim priority for such rights, including the right (where applicable) to file applications (including under the Paris Convention, European Patent Convention or Patents Act 1977) corresponding to or

based on any of the applications for the Assigned Patents, and to claim priority from those applications and/or their priority applications.

2. In consideration of the sum of £1 (one pound sterling), receipt and sufficiency of which the Assignor expressly acknowledges, the Assignor hereby assigns to the Assignee absolutely with full title guarantee, with effect from the date of creation of the Intellectual Property Rights in question, all of its right, title and interest in the Assigned Intellectual Property Rights, including:
 - (a) the Right to Claim Priority;
 - (i) the right to file, prosecute and obtain grant from applications comprised in the Assigned Patents and any divisionals, continuations, continuations-in-part, reissues, extensions, re-examinations or renewals thereof; and
 - (ii) the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) and damages in respect of any infringement or any other cause of action arising from ownership of any of the Assigned Patents, whether occurring before, on or after the date of this Agreement.
3. The Assignor undertakes, at the request of the Assignee, to sign or procure the execution of any documents and to do all other things which are necessary to give effect to this Agreement as soon as reasonably practicable after the date of this Agreement, including to enable the Assignee to fulfil all relevant national registry requirements for the recordal of the assignment of the Assigned Patents in all applicable registries.
4. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this Agreement by executing a counterpart. A signature delivered by fax or e-mail (in PDF, JPEG or other agreed format) shall be deemed to have the same effect as if the original signature had been delivered.
5. This Agreement and any dispute or claim (including any non-contractual obligations disputes or claims) arising out of or in connection with it shall be governed by English law.
6. The English courts have exclusive jurisdiction to settle any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it, and the Assignor and Assignee submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1: ASSIGNED PATENTS

Patent ref.	Application title	Country	Application no.	Application date	Grant no.	Grant date
P00144 EP CONNECTIVITY	METHODS, DEVICES AND SYSTEMS ASSOCIATED WITH SMOKING SUBSTITUTE DEVICES	European Patent	19705947.0	13/02/2019		
P00144 GB CONNECTIVITY		United Kingdom	1803034.6	26/02/2018		
P00144 TW CONNECTIVITY		Taiwan	108106437	26/02/2019		
P00144 US CONNECTIVITY		United States of America	17/000940	13/02/2019		
P00144 WO CONNECTIVITY		International	PCT/EP2019/053489	13/02/2019		
P00145 EP CONNECTIVITY	SMOKING SUBSTITUTE DEVICE	European Patent	19704811.9	13/02/2019		
P00145 GB CONNECTIVITY		United Kingdom	1803024.7	26/02/2018		
P00145 US CONNECTIVITY		United States of America	17/001185	13/02/2019		
P00145 WO CONNECTIVITY		International	PCT/EP2019/053493	13/02/2019		
P00146 EP CONNECTIVITY	APPARATUS AND METHOD FOR BATTERY STATUS MONITORING IN A NETWORK- ENABLED SMOKING SUBSTITUTE DEVICE	European Patent	19704812.7	13/02/2019		
P00146 GB CONNECTIVITY		United Kingdom	1803030.4	26/02/2018		
P00146 US CONNECTIVITY		United States of America	17/001798	13/02/2019		
P00146 WO CONNECTIVITY		International	PCT/EP2019/053497	13/02/2019		
P00147 EP CONNECTIVITY	APPARATUS AND METHOD FOR LOCATION MONITORING OF A NETWORK- ENABLED SMOKING SUBSTITUTE DEVICE	European Patent	19704813.5	13/02/2019		
P00147 GB CONNECTIVITY		United Kingdom	1803029.6	26/02/2018		
P00147 US CONNECTIVITY		United States of America	17/001861	13/02/2019		
P00147 WO CONNECTIVITY		International	PCT/EP2019/053499	13/02/2019		
P00148 EP CONNECTIVITY	SMOKING SUBSTITUTE DEVICE	European Patent	19704814.3	13/02/2019		
P00148 GB CONNECTIVITY		United Kingdom	1803025.4	26/02/2018		
P00148 US CONNECTIVITY		United States of America	17/001876	13/02/2019		
P00148 WO CONNECTIVITY		International	PCT/EP2019/053501	13/02/2019		
P00149 EP CONNECTIVITY	MOBILE DEVICES, SYSTEMS, METHODS AND COMPUTER READABLE MEDIA ASSOCIATED WITH A SMOKING SUBSTITUTE DEVICE	European Patent	19704815.0	13/02/2019		
P00149 GB CONNECTIVITY		United Kingdom	1803028.8	26/02/2018		
P00149 US CONNECTIVITY		United States of America	17/002054	13/02/2019		
P00149 WO CONNECTIVITY		International	PCT/EP2019/053505	13/02/2019		
P00150 EP CONNECTIVITY	SYSTEMS FOR MANAGING SMOKING SUBSTITUTE	European Patent	19704816.8	13/02/2019		
P00150 GB CONNECTIVITY		United Kingdom	1803033.8	26/02/2018		

Patent ref.	Application title	Country	Application no.	Application date	Grant no.	Grant date
P00150 US CONNECTIVITY	DEVICES AND ASSOCIATED METHODS	United States of America	17/002062	13/02/2019		
P00150 WO CONNECTIVITY		International	PCT/EP2019/053506	13/02/2019		
P00151 EP CONNECTIVITY	SMOKING SUBSTITUTE DEVICE	European Patent	19705171.7	13/02/2019		
P00151 GB CONNECTIVITY		United Kingdom	1803032.0	26/02/2018		
P00151 US CONNECTIVITY		United States of America	17/002185	13/02/2019		
P00151 WO CONNECTIVITY		International	PCT/EP2019/053508	13/02/2019		
P00152 EP CONNECTIVITY	APPARATUS AND METHOD FOR COMPONENT LIFETIME MONITORING IN A NETWORK-ENABLED SMOKING SUBSTITUTE DEVICE	European Patent	19704818.4	13/02/2019		
P00152 GB CONNECTIVITY		United Kingdom	1803027.0	26/02/2018		
P00152 US CONNECTIVITY		United States of America	17/002247	13/02/2019	11178913	23/11/2021
P00152 WO CONNECTIVITY		International	PCT/EP2019/053519	13/02/2019		
P00153 EP CONNECTIVITY	SYSTEMS FOR MANAGING SMOKING SUBSTITUTE DEVICES AND ASSOCIATED METHODS	European Patent	19706429.8	13/02/2019		
P00153 GB CONNECTIVITY		United Kingdom	1803026.2	26/02/2018		
P00153 US CONNECTIVITY		United States of America	17/002139	13/02/2019		
P00153 WO CONNECTIVITY		International	PCT/EP2019/053510	13/02/2019		
P00163 GB I CONNECTIVITY	SMOKING SUBSTITUTE DEVICE	United Kingdom	2018215.0	05/04/2019	2589213	03/08/2022
P00163 GB CONNECTIVITY		United Kingdom	1806929.4	27/04/2018		
P00163 WO CONNECTIVITY		International	PCT/EP2019/058729	05/04/2019		
P00766 EP CONNECTIVITY	A SMOKING SUBSTITUTE DEVICE	European Patent	19706428.0	13/02/2019		
P00766 GB CONNECTIVITY		United Kingdom	1815356.9	26/02/2018		
P00766 US CONNECTIVITY		United States of America	17/001894	13/02/2019		
P00766 WO CONNECTIVITY		International	PCT/EP2019/053502	13/02/2019		
P00866 US CONNECTIVITY	SMOKING SUBSTITUTE DEVICE	United States of America	17/406769	19/08/2021		
P00930 EP I CONNECTIVITY	A SMOKING SUBSTITUTE DEVICE	European Patent	20705708.4	18/02/2020		
P00930 EP CONNECTIVITY		European Patent	19158116.4	19/02/2019		
P00930 WO CONNECTIVITY		International	PCT/EP2020/054245	18/02/2020		
P01011 EP CONNECTIVITY	A SYSTEM AND METHOD FOR MANAGING A SMOKING SUBSTITUTE DEVICE	European Patent	19179891.7	13/06/2019		
P01011 EP I CONNECTIVITY	SMOKING SUBSTITUTE DEVICES AND ASSOCIATED METHODS, SYSTEMS AND	European Patent	20734329.4	12/06/2020		
P01011 US CONNECTIVITY		United States of America	17/549455	12/06/2020		
P01011 WO CONNECTIVITY		International	PCT/EP2020/066385	12/06/2020		

Patent ref.	Application title	Country	Application no.	Application date	Grant no.	Grant date
	APPARATUSES					
P01012 EP CONNECTIVITY	APPARATUS AND METHOD FOR BATTERY MONITORING AND DEVICE CONTROL IN A SMOKING SUBSTITUTE DEVICE	European Patent	19179899.0	13/06/2019		
P01012 EP 1 CONNECTIVITY	SMOKING SUBSTITUTE DEVICES AND ASSOCIATED METHODS, SYSTEMS AND APPARATUSES	European Patent	20731151.5	12/06/2020		
P01012 US CONNECTIVITY		United States of America	17/549436	12/06/2020		
P01012 WO CONNECTIVITY		International	PCT/EP2020/066388	12/06/2020		
P01145 US CONNECTIVITY	A SYSTEM AND METHOD FOR MANAGING A SMOKING SUBSTITUTE DEVICE	United States of America	62/932792	08/11/2019		
P01145 EP CONNECTIVITY		European Patent	19218476.0	20/12/2019		
P01145 EP 1 CONNECTIVITY	SMOKING SUBSTITUTE DEVICES AND ASSOCIATED METHODS, SYSTEMS AND APPARATUSES	European Patent	20800212.1	06/11/2020		
P01145 US 1 CONNECTIVITY		United States of America	17/733582	06/11/2020		
P01145 WO CONNECTIVITY		International	PCT/EP2020/081355	06/11/2020		
P01146 US CONNECTIVITY	A SYSTEM AND METHOD FOR MANAGING A SMOKING SUBSTITUTE DEVICE	United States of America	62/932800	08/11/2019		
P01146 EP CONNECTIVITY		European Patent	19218482.8	20/12/2019		
P01147 US CONNECTIVITY	A SYSTEM AND METHOD FOR MANAGING A SMOKING SUBSTITUTE DEVICE	United States of America	62/932810	08/11/2019		
P01147 EP CONNECTIVITY		European Patent	19218494.3	20/12/2019		
P01148 US CONNECTIVITY	SMOKING SUBSTITUTE DEVICE AND SYSTEM	United States of America	62/932815	08/11/2019		
P01148 EP CONNECTIVITY		European Patent	19218498.4	20/12/2019		
P01150 US CONNECTIVITY	A SYSTEM AND METHOD FOR MANAGING A SMOKING SUBSTITUTE DEVICE	United States of America	62/932863	08/11/2019		
P01150 EP CONNECTIVITY		European Patent	19218512.2	20/12/2019		
P01151 US CONNECTIVITY	SYSTEM AND METHOD OF PROVIDING NOTIFICATION ON A SMOKING SUBSTITUTE DEVICE AND MOBILE DEVICE	United States of America	62/932869	08/11/2019		
P01151 EP CONNECTIVITY		European Patent	19218521.3	20/12/2019		

This Agreement has been entered into on the date stated at the beginning of it.

Signed by DANIEL FARD)
For and on behalf of SHELL CREATIVE)
LIMITED) D. Fard
) Director

in the presence of:

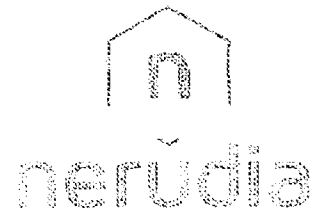
Witness's Signature [Signature]
Name: Thomas Sedba

Signed by John Downing)
For and on behalf of NERUDIA LIMITED)
) [Signature]
) Director

in the presence of:

Witness's Signature [Signature]
Name: DAVID BEAN

[Signature page to Shell Creative - Nerudia IP Assignment]



CONTRACT OF EMPLOYMENT

EMPLOYER: Nerudia Limited, Head Office Address: Wellington House, Physics Road, Speke, Liverpool L24 9HP (Company)

EMPLOYEE: Oliver Talbot, [REDACTED] (You)

[REDACTED]

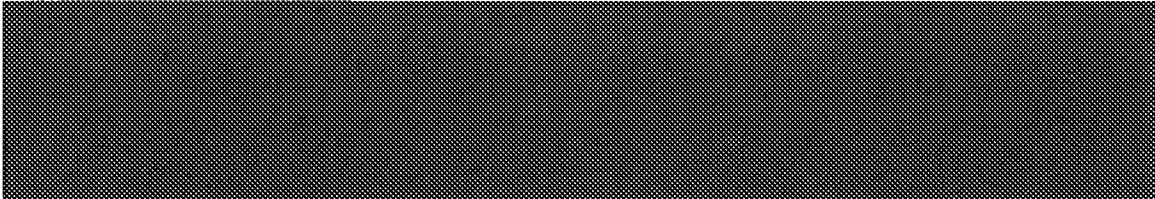
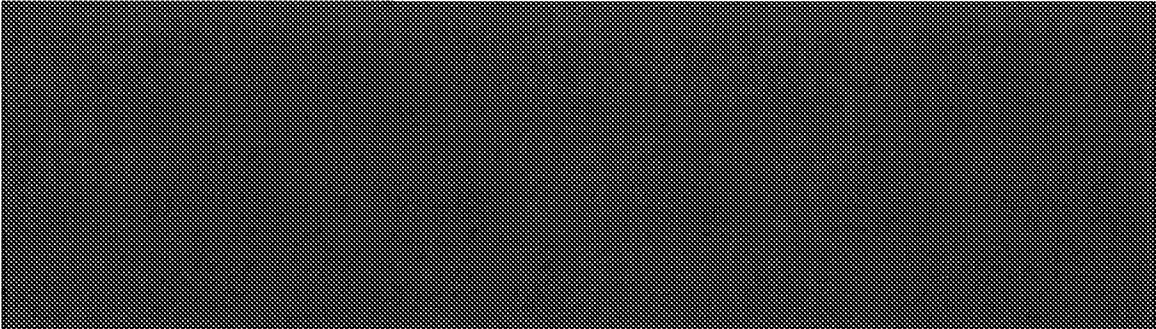
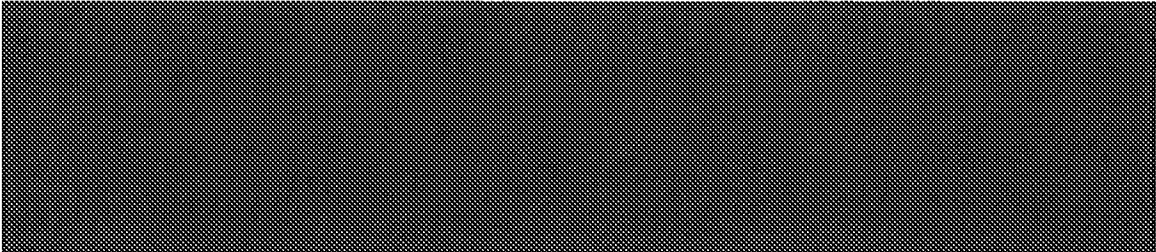
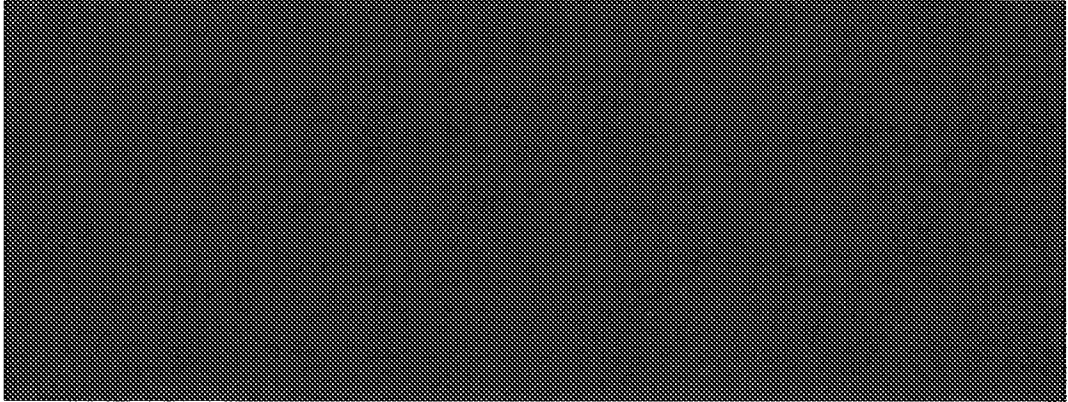
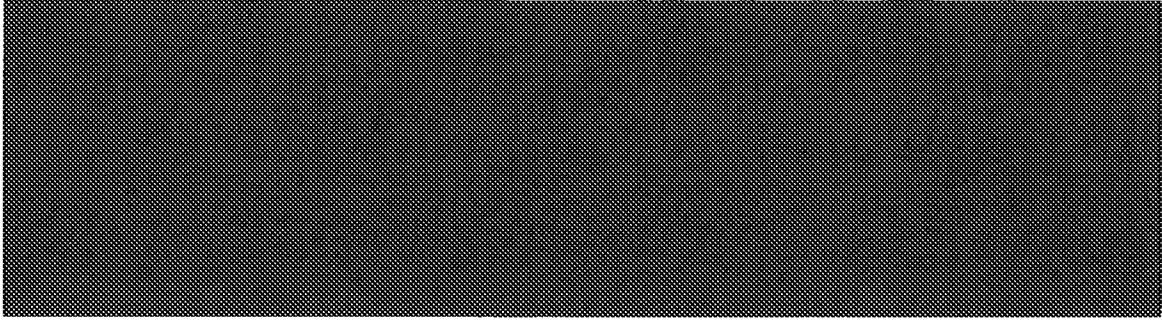
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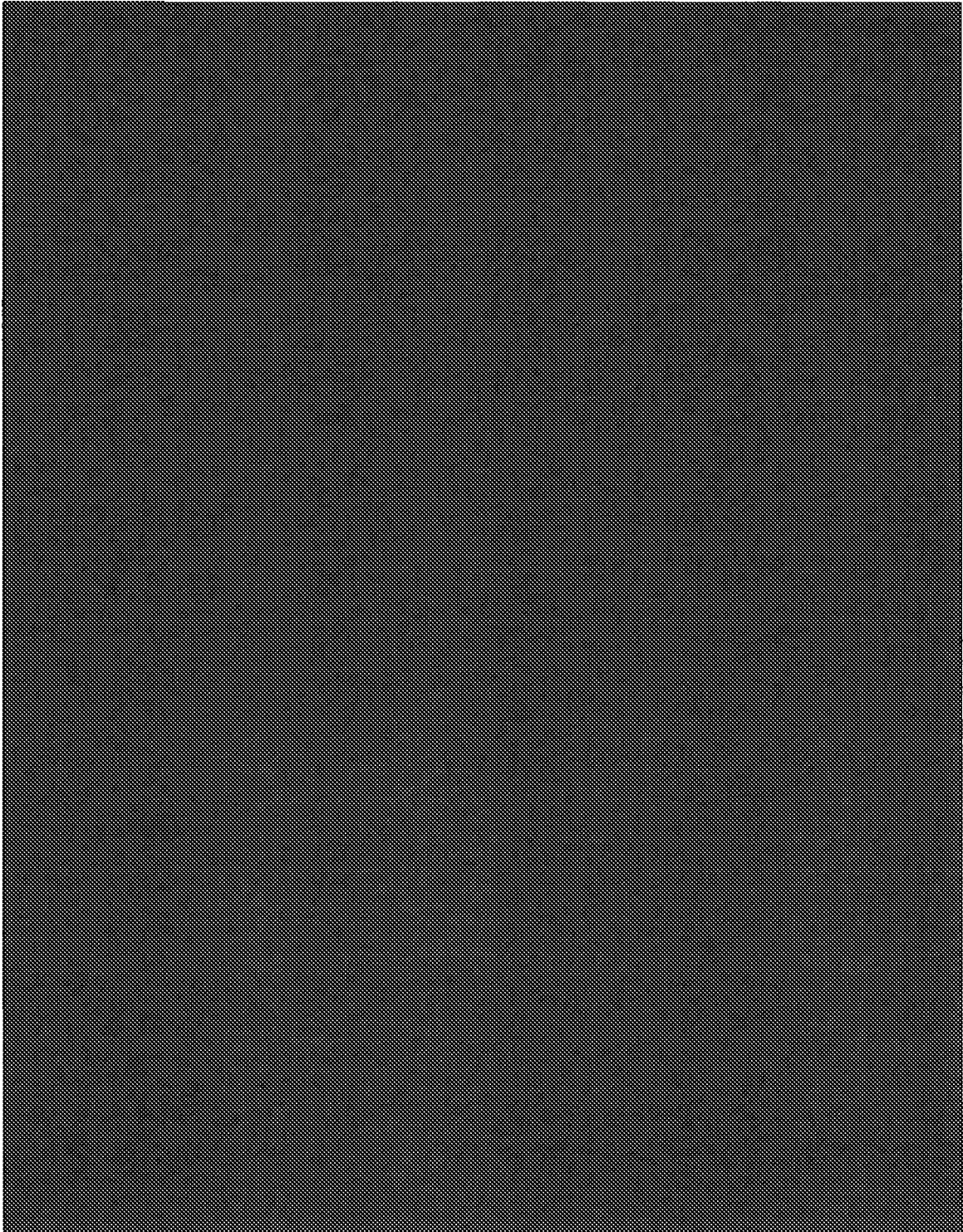
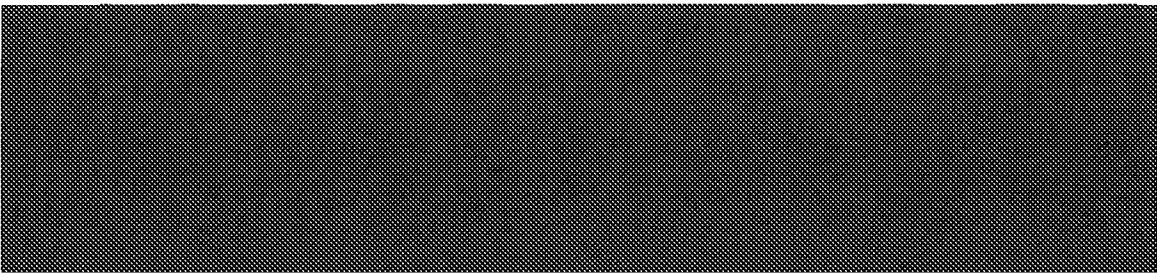
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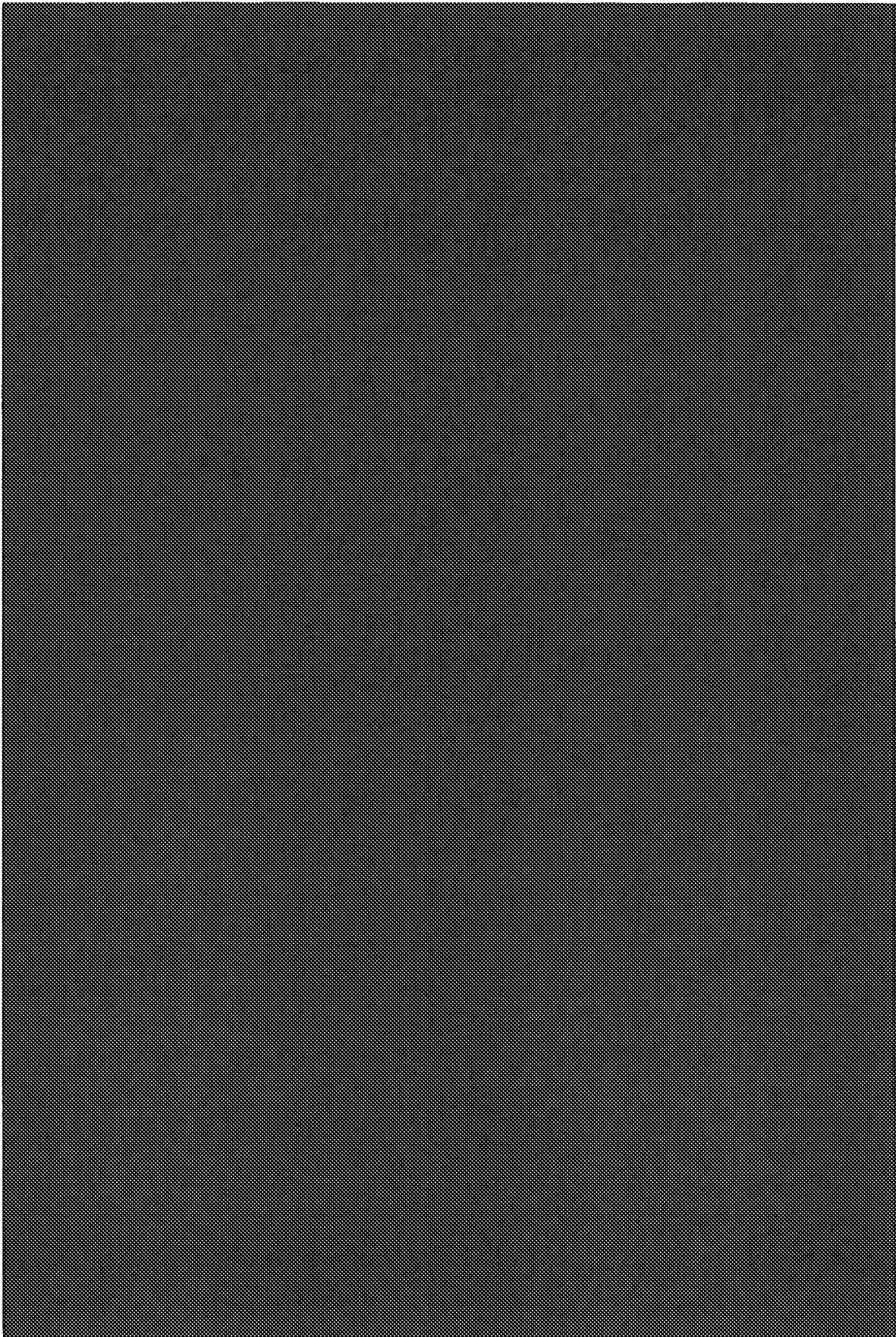
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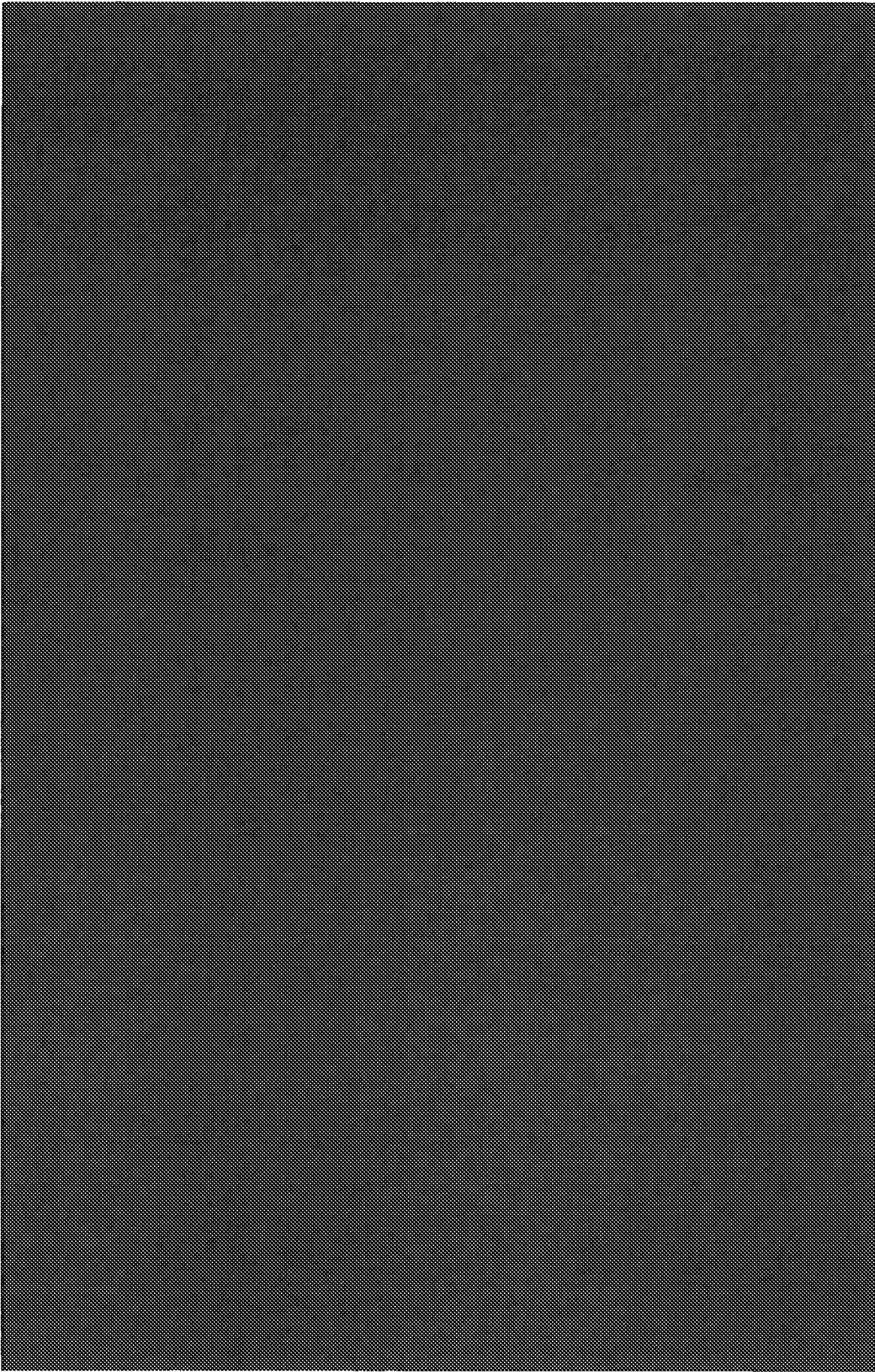
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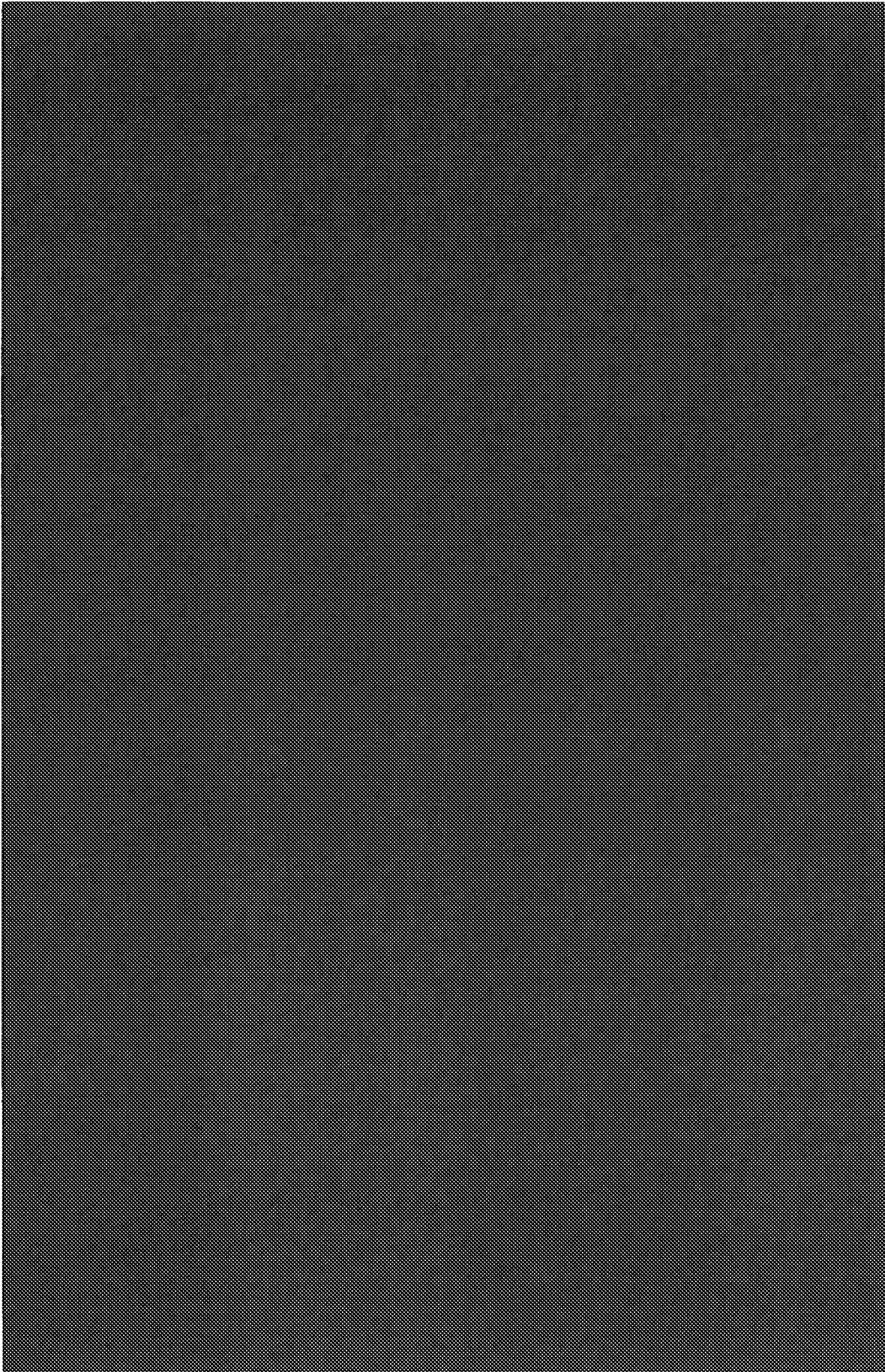
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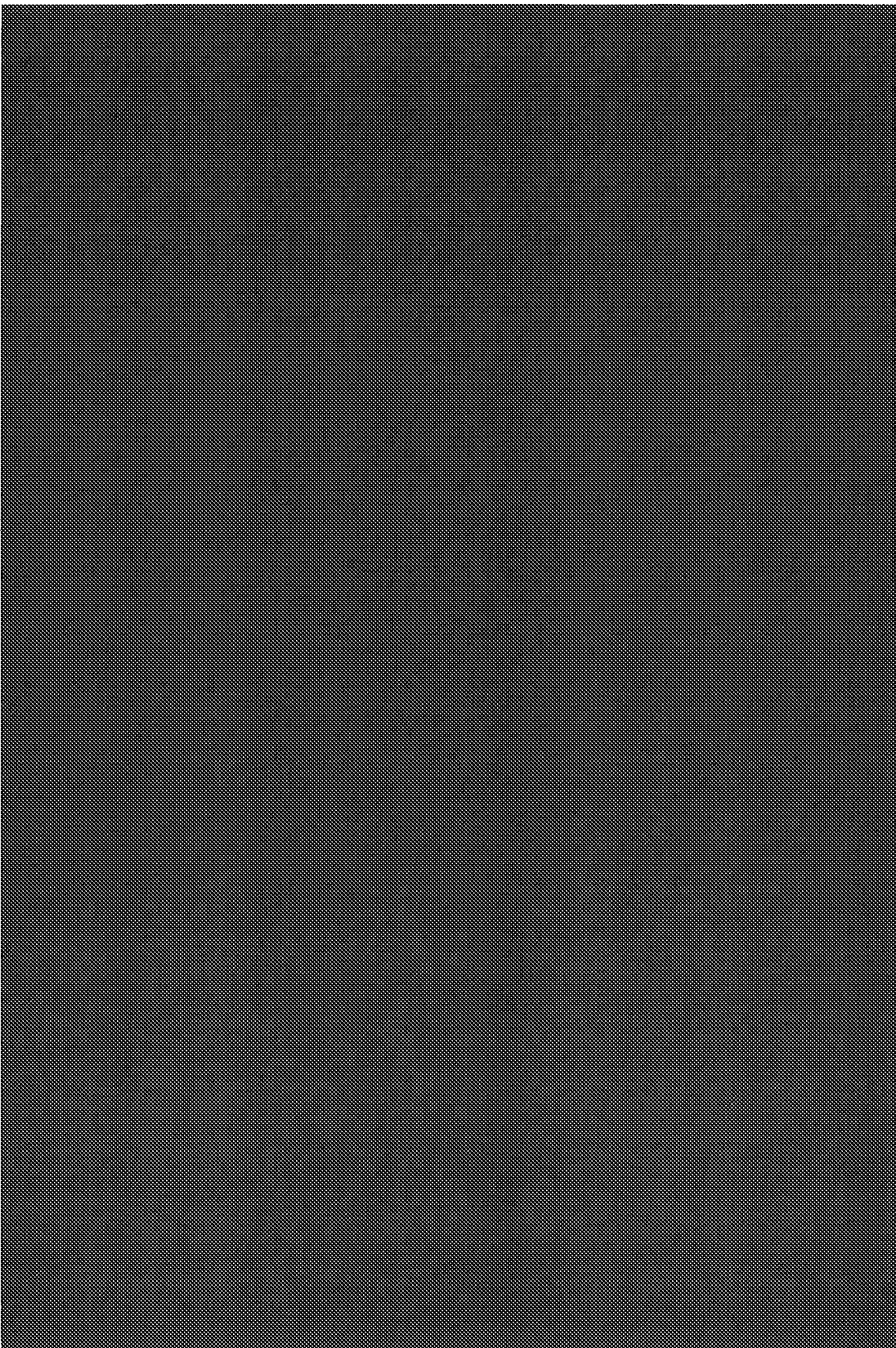


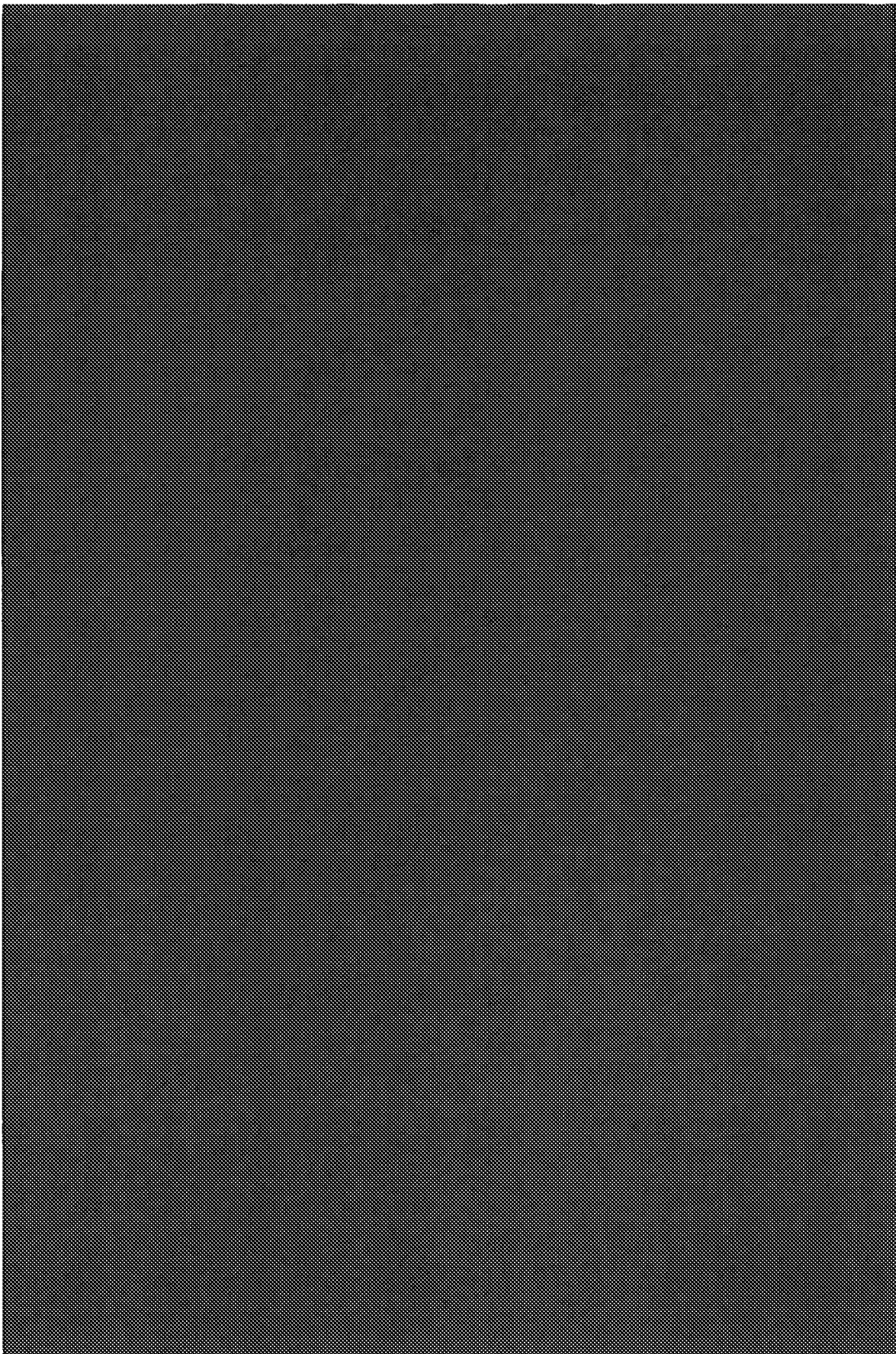






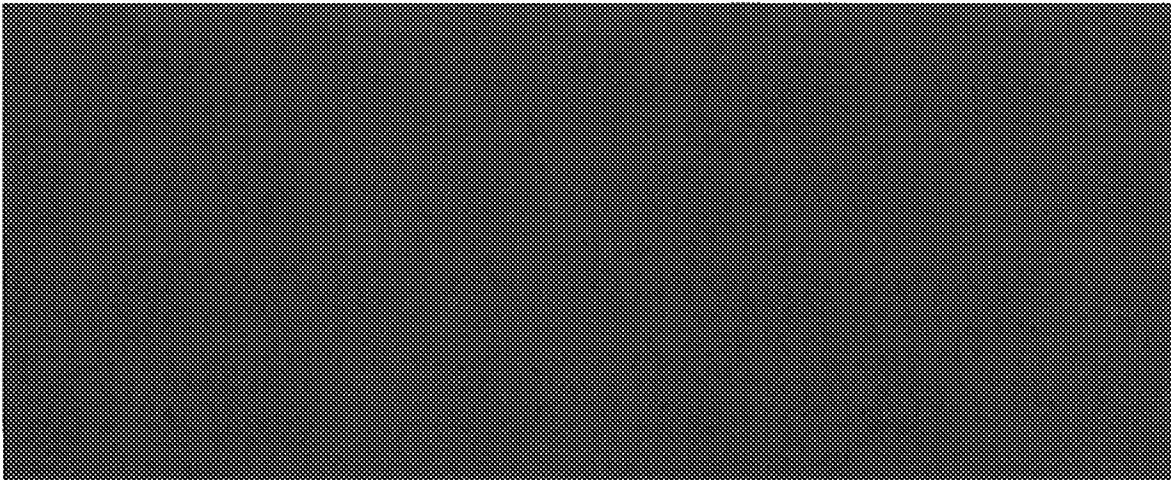


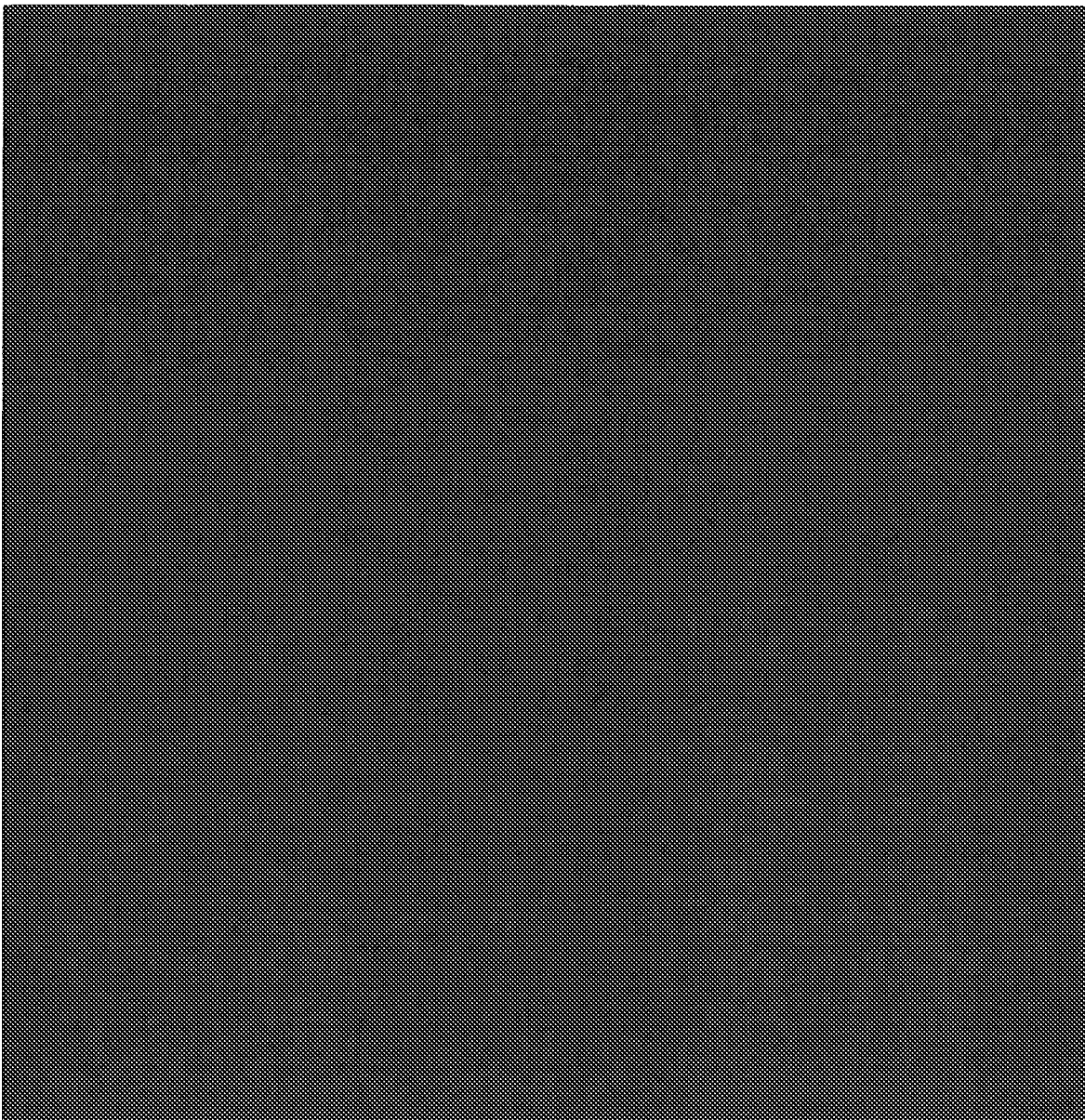




18 Intellectual Property

- 18.1 [You shall promptly notify the Company upon discovering, developing, creating or conceiving any Inventions and provide the Company with full written details of all such Inventions, and works embodying any Intellectual Property Rights, made wholly or partially by you at any time during the term of your employment by the Company (whether or not during working hours, or using any premises or resources of any Group Company) which relate to, or are reasonably capable of being used in, the business of the Company. For the avoidance of doubt, you acknowledge and agree that all Intellectual Property Rights subsisting (or which in the future subsist) in all such Inventions and works embodying any Intellectual Property Rights shall automatically, upon creation, vest in the Company absolutely and to the extent that they do not vest automatically, you shall hold them in trust for the Company. In this regard, an Invention is any invention, idea, discovery, development, improvement or innovation made by you during the course of your employment with the Company whether or not patentable or capable of registration, and whether or not recorded in any medium.
- 18.2 You hereby acknowledge and agree to promptly execute any and all documents, and to perform all acts, as may, in the reasonable opinion of the Company, be necessary to give effect to this clause 18.
- 18.3 You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have, or will have, in any existing or future works referred to in clause 18.
- 18.4 You irrevocably appoint the Company to be your attorney to execute any instrument, or perform any act, and generally to use your name for the purpose of giving the Company or its nominee the benefit of this clause 18 and acknowledge in favour of any third party that a certificate in writing signed by any duly authorized representative of the Company that any instrument or act falls within the authority conferred by this Clause 18 shall be conclusive evidence that such is the case.]





Signed by for and on behalf of the
Company

)
)

Karen Roberts
.....
Karen Roberts

Signed by the Employee

)
)

Oliver Talbot
.....
Oliver Talbot

Dated *06/11/2017*