

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7858570

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ZAPGO LTD	09/11/2020
RECEIVING PARTY DATA	
Name:	SOLUTIONS FOR START UP VENTURES LIMITED
Street Address:	3 CHURCHILL HOUSE, QUEEN STREET
City:	WELLINGTON, SHROPSHIRE
State/Country:	GREAT BRITAIN
Postal Code:	TF1 1SN
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17040492
CORRESPONDENCE DATA	
Fax Number:	(716)849-0349
<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:	(716) 856-4000
Email:	rwatt@hodgsonruss.com
Correspondent Name:	HODGSON RUSS LLP
Address Line 1:	140 PEARL STREET, SUITE 100
Address Line 4:	BUFFALO, NEW YORK 14202-4040
ATTORNEY DOCKET NUMBER:	018872.00237
NAME OF SUBMITTER:	RACHEL S. WATT
SIGNATURE:	/Rachel S. Watt#46186/
DATE SIGNED:	03/21/2023
Total Attachments: 11	
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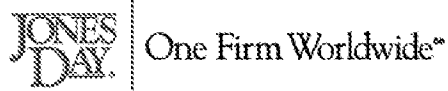
DATED **11 September** **2020**

- (1) **ZAPGO LTD (IN ADMINISTRATION)** (as assignor)

- (2) **THE ADMINISTRATORS**

- (3) **SOLUTIONS FOR START UP VENTURES LIMITED** (as assignee)

**DEED OF ASSIGNMENT
OF INTELLECTUAL PROPERTY RIGHTS**



THIS DEED is made the day of 11 September 2020

BETWEEN:

- (1) **ZAPGO LTD (IN ADMINISTRATION)** a company incorporated in England and Wales with registered number 08679765 whose registered office is at 6 Grosvenor Street, London, W1K 4PZ (the "**Assignor**") acting by its administrators David Julian Buchler of Buchler Phillips Ltd and Darren Edwards of Aspect Plus Limited (the "**Administrators**");
- (2) **THE ADMINISTRATORS**; and
- (3) **SOLUTIONS FOR START UP VENTURES LIMITED** a company incorporated in England and Wales with registered number 06826090 whose registered office is at 3 Churchill House, Queen Street, Wellington, Shropshire, England, TF1 1SN (the "**Assignee**").

RECITALS

- (A) The Assignee has by a business sale agreement dated on the date hereof (the "**BSA**") purchased the Business described below as a going concern and related Assets.
- (B) The Administrators were appointed as administrators of the Assignor on the Appointment Date (as defined in the BSA).
- (C) The Assignor has agreed to assign to the Assignee the Assigned Intellectual Property Rights referred to below, on the terms of this Deed.

NOW IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 In this Deed:

"**Assigned Intellectual Property Rights**" means all Intellectual Property Rights owned by the Assignor and solely used by or in connection with the Business including (without limitation) the Trade Marks, Patents, Design Rights, Domain Names and Business Name;

"**Business**" has the meaning given to it in the BSA;

"**Business Names**" means the name "Zapgo";

"**Design Rights**" means the design rights detailed in part 4 of Schedule 1

"**Domain Names**" means the domain names detailed in Part 1 of Schedule 1;

"**Intellectual Property Rights**" means:

- (a) patents, utility models, drawings, programs, rights in inventions, know-how, show-how and trade secrets including rights in respect of recipes, formulations and processes, copyright and related rights including rights in computer software, moral rights, registered designs, design rights, database rights, semiconductor topography rights, trade marks and service marks, trade names, business names, product names, brand names, get-up, logos, domain names and URLs, rights in unfair competition, goodwill and rights to sue for passing-off, customer information (and any rights in connection with applications for the registration of any of the above) and any other intellectual property rights (in each case, whether or not registered, and including all

applications to register and rights to apply to register any of them and all rights to sue for any past or present infringement of them); and

- (b) all rights or forms of protection having equivalent or similar effect in any jurisdiction.

"**Patents**" means the Patents detailed in Part 3 of Schedule 1

"**Trade Marks**" means the trade marks (and applications for trade marks) detailed in Part 2 of Schedule 1;

- 1.2 In this Deed where the context so admits, words and expressions defined in the BSA shall bear the same meaning.

2. ASSIGNMENT

- 2.1 For the consideration set out in the BSA paid by the Assignee (receipt of which the Assignor hereby expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely, with no title guarantee, by way of present and future assignment and insofar as is capable of assignment such right, title to and interest that the Assignor may have in the Assigned Intellectual Property Rights.

- 2.2 The assignment pursuant to clause 2.1 includes (without limitation):

- (A) the right to bring, make, oppose, defend, appeal proceedings, claims or actions or obtain relief (and to retain any damages recovered) in respect of any infringement, or other cause or action arising from ownership, of any of the Assigned Intellectual Property Rights whether occurring before, on, or after the date of this Deed, including the right to claim and retain damages and other relief obtained as a result of such proceedings;
- (B) the right to apply for, prosecute and obtain further registrations based on any and all of the Assigned Intellectual Property Rights (including, without limitation, the right to claim priority);
- (C) the right to possession and exclusive use of all materials (in whatever media) relating to the Assigned Intellectual Property Rights or any of them;
- (D) the exclusive right for the Assignee and its successors and assignees to carry on the Business under the unregistered trade marks included in the Assigned Intellectual Property Rights and to represent itself as carrying on such business in succession to the Assignor; and
- (E) any and all goodwill in or relating to the Assigned Intellectual Property Rights or any of them.

3. ASSIGNOR'S OBLIGATIONS

For 3 months after the date of this Deed (or, if earlier, prior to the vacation of office of the Administrators), the Assignor will, upon request by and at the cost of the Assignee, execute and do, or will procure the execution and doing of, from time to time all such further acts, deeds, documents and things reasonably required to vest such right, title and interest as the Assignor may have in the Assigned Intellectual Property Rights in the Assignee in order to give the Assignee the full benefit of this Deed.

4. WAIVER

The Assignor unconditionally and irrevocably waives to the fullest extent permitted by law all moral and equivalent rights in respect of the Assigned Intellectual Property Rights (whether arising pursuant to Chapter IV of the Copyright, Designs and Patents Act 1988 or otherwise).

5. NOTICES

The provisions of the BSA concerning service of notices and other communications shall apply *mutatis mutandis* to this Deed.

6. LIABILITY OF ADMINISTRATORS

6.1 Neither the Administrators nor their firm, staff, agents and employees shall incur any personal liability under, or by virtue of, this Deed, or in relation to any related matter or claim howsoever, whenever, and wherever arising, and whether such claim be formulated in contract, restitution, tort, or by reference to any other remedy or right, and in whatever jurisdiction or forum. The Administrators have entered into and signed this Deed as agent for and on behalf of the Assignor and they will not incur any personal liability whatsoever in respect of the obligations undertaken by the Assignor or in respect of any failure on the part of the Assignor to observe, perform or comply with any such obligations or under or in relation to any associated arrangements or negotiations or under any document or assurance made pursuant to this Deed.

6.2 The Administrators are party to this Deed as administrators, separate from their capacity as agents of the Assignor, solely for the purpose of taking the benefit of any exclusions, limitations, undertakings, covenants and indemnities in their favour contained within this Deed.

6.3 The exclusions of liability contained in this clause are in addition to and not in substitution for any right of indemnity or relief or remedy otherwise available and will continue notwithstanding completion in whole or part.

6.4 The exclusions of liability contained in this clause shall continue notwithstanding the Administrators ceasing to act and shall operate as waivers of any claims in tort and restitution as well as under the law of contract.

6.5 For the purpose of any acknowledgements or agreements as to, or provisions of, exclusions of liability or indemnity in favour of the Administrators in this Deed, references to the "Administrators" where the context so permits shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership using in its name the word "Buchler Phillips" or "Aspect Plus" and the partners, shareholders, officers and employees of any such entity or partnership.

7. GENERAL

7.1 The parties' rights under this Deed are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the parties deem expedient and no failure or delay by the parties in exercising any right or remedy shall impair such right or remedy or operate to be construed as a waiver or variation of it or of any other right.

7.2 The obligations and liabilities of any party shall not be affected by any time, forbearance, indulgence, release or compromise given to him or any other party, nor by any other matter or circumstance which (but for this provision) would operate to affect any such obligations

except an express written release by all the parties to whom the relevant obligations and liabilities are owed or due.

- 7.3 If at any time any one or more of the provisions of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, the legality, validity or enforceability of the remaining provisions of this Deed shall not be in any way affected or impaired as a result.
- 7.4 This Deed may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
- 7.5 A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enjoy the benefit of or enforce any term of this Deed.

8. GOVERNING LAW

- 8.1 This Deed and any dispute or claim arising out of or in connection with this Deed, its subject matter or formation (including any non-contractual dispute or claim) (a "**Dispute**") are governed by and shall be construed in accordance with English law and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.
- 8.2 Each party irrevocably agrees that the courts of England and Wales are the most appropriate and convenient courts to settle any such Dispute and, accordingly, no party will argue to the contrary. Further, each party irrevocably agrees that a judgment in any legal action or proceedings brought in the courts of England and Wales in relation to any Dispute shall be conclusive and binding on the parties and may be enforced in the courts of any other jurisdiction.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Deed on the day and year first above written

Executed as a deed by SOLUTIONS FOR)
START UP VENTURES LIMITED)
acting by a director)
in the presence of a witness:)

Signature

Anthony Jones

Name (block capitals)

ANTHONY JONES

Director

Witness signature

[Handwritten Signature]

Witness name
(block capitals)

R D HOBBS

Witness address

ALAC BOTALS
WINDMILL HILLS, NEWBURY
BONNIE
RG20 8BB

Schedule 1

Part 1

Trade Marks

Mark	Jurisdiction	Number	Class
C-ION	US	88658155	9, 40, 42
ZAPSTART	US	79227564	9
Z A P ÷ G O	US	79173663	9
ZAP & GO	US	79173664	9
ZAPSTART	GB	3223971	9
C-ION	GB	3221209	9, 40, 42
Z A P ÷ G O	GB	3118341	9
ZAP & GO	GB	3113497	9
ZAPPIE	GB	3124656	9

Part 2

Domain Names

<https://zapgo.com/>

Part 3

Patents

Family	Jurisdiction	Application Number(s)	Publication Number	Granted/Pending	Applicant/Assignee
Battery Charger (ZG001A)	EP	15784445.7		Pending	Zapgo Ltd
	TW	104135101	201626681	Pending	
	USA	14/936871	2016/0141900 (US9774201)	Granted	
	KR	10-2017-7013964		Pending	
	JP	2017-525828		Pending	

	IN	2017-17019665		Pending	
	CN	2015-80062229.0		Pending	
	PCT	GB2015/053003	WO2016/075431	Pending	
Portable Electronic Device (ZG004)	GB	1520868.9	2544775	Pending	Zapgo Ltd
	TW	105138419		Pending	
	USA	15/358,570	2017/0155265	Pending	
	CN	2016-80068356.6		Pending	
	KR	10-2018-7016006		Pending	
	JP	2018-524714		Pending	
	IN	2018-17018909		Pending	
	EP	16804884.1		Pending	
	PCT	PCT/GB2016/053717	WO2017/089824	Pending	
ZG005 (Method of reducing outgassing in a supercapacitor)	CN	2017 80015661.3	109074965	Pending	Zapgo Ltd
	EP	17711737.1	3427280	Pending	
	IN	2018 17033131		Pending	
	JP	2018-545964		Pending	
	KR	10-2018-7027924	10-2018-0127373	Pending	
	PCT	PCT/GB2017/050632		Pending	
	TW	106107582		Pending	
	USA	15/454058		Pending	
	GB	1604056	2548128	Pending	
ZG006 (High Voltage Supercapacitor)	CN	2017-80015650.5	109074969	Pending	Zapgo Ltd
	EP	17711293.5	3427281	Pending	
	IN	2018-17033287		Pending	
	JP	2018-546474		Pending	
	KR	10-2018-7027704	10-2018-0127364	Pending	
	PCT	PCT/GB2017/050662		Pending	
	USA	15/454063		Pending	

	TW	106107782		Pending	
	GB	1612687.2	2548173	Pending	
ZG007 (High performance carbon nanotube energy storage device)	EP	10842694.1	2517219	Pending	Zapgo Ltd
	JP	2018-021229		Pending	
	JP	2016-100781	JP6370835B	Granted	
ZG008 (High performance carbon nanotube energy storage device)	USA	14/208989	US2011-0157770	Pending	Zapgo Ltd
	USA	14/459268	2014/0349216	Pending	
ZG009 (High performance carbon nanotube energy storage device)	EPO	12/973798		Pending	Zapgo Ltd
ZG010 (Wearable electronic device including a supercapacitor)	GB	1702635.2	2559781	Pending	Zapgo Ltd
	TW	107105598		Pending	
	PCT	PCT/GB2018/050422		Pending -	
ZG011 (Wearable electronic device including a supercapacitor)	TW	107112075		Pending	Zapgo Ltd
	PCT	PCT/GB2018/050931		Pending	
	GB	1707364.4	2559781	Pending	
ZG012 (Energy Storage Device)	TW	107113045		Pending	Zapgo Ltd
	PCT	PCT/GB2018/051015		Pending	
Self-supporting carbon electrode (ZG013)	TW	107114535		Pending	Zapgo Ltd
	WO	PCT/GB2018/051175		Pending	
	GB	1706975.8	2561253	Pending	
Trieboelectric charge harvesting device (ZG015)	TW	107122630		Pending	Zapgo Ltd
	WO	PCT/GB2018/051821		Pending	
	GB	1710562.8	2563942	Pending	

Hybrid energy pack (ZG019)	GB	1800383	2570112	Pending	Zapgo Ltd
Charging capacitor from a battery (ZG021)	GB	1812999	2576699	Pending	Zapgo Ltd

Part 4

Design Rights

Jurisdiction	Number	Class	Holder
RCD	003997642-0001	10.07	Zapgo Ltd
	003997642-0002	10.07	
	003997642-0003	10.07	
	003997642-0004	10.07	
	003997642-0005	10.07	
	003997642-0006	10.07	
US	D0871247	11.01	Zapgo Ltd
	D0800651	13.03	
	D0859687	24.99	
KR	3020167000187-0003	13-02	Zapgo Ltd
	3020167000187-0004	13-02	
	3020167000187-0005	13-02	
	3020167000187-0006	13-02	
CN	201630093588.X	13-02	Zapgo Ltd
	201730559685.8	10-05	
	201630093996.5	13-02	
	201630093998.4	13-02	
	201630094002.1	13-02	