

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7919255

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ASTON UNIVERSITY	04/21/2022
RECEIVING PARTY DATA		
Name:	ASTON PARTICLE TECHNOLOGIES LIMITED	
Street Address:	ASTON TRIANGLE	
Internal Address:	THE ASTON TRIANGLE	
City:	BIRMINGHAM	
State/Country:	UNITED KINGDOM	
Postal Code:	B4 7ET	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	11148111
CORRESPONDENCE DATA		
Fax Number:	(704)331-4955	
<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:	7043314900	
Email:	susan.mcfarlane@wbd-us.com	
Correspondent Name:	WOMBLE BOND DICKINSON (US) LLP	
Address Line 1:	301 SOUTH COLLEGE STREET	
Address Line 2:	SUITE 3500	
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202-6037	
ATTORNEY DOCKET NUMBER:	A102601 1010US.1 (0001.3)	
NAME OF SUBMITTER:	R. FLYNT STREAN, REG NUMBER 56,450	
SIGNATURE:	/R. Flynt Strean/	
DATE SIGNED:	04/25/2023	
Total Attachments: 8		
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Aston University

and

Aston Particle Technologies Limited

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT dated 21 April 2022 is between:

- (1) **Aston University**, whose address is at Aston Triangle, Birmingham, B4 7ET ("The Assignor"); and
- (2) **Aston Particle Technologies Limited**, incorporated and registered in England and Wales with company number 05858653 whose registered office is at Aston University, Aston Triangle, Birmingham, West Midlands, B4 7ET (the "Company" and the "Assignee").

RECITALS:

- A. Professor Afzal Mohammed, Dr Eman Dahmash, Dr Jiteen Ahmed and Dr Thomas Drew (the "Inventors") were employees of the Assignor, and were engaged by the Assignor to carry out research.
- B. During employment at the Assignor, the Inventors have made certain inventions relating to methods and apparatus for coating of powder particles as described further in the patents in Schedule 1 Part A (the "Technology")
- C. The Assignor owns the Intellectual Property Rights in the Technology by virtue of employment contracts with the Inventors.
- D. The Assignor now wishes to assign to Assignee all of its right, title and interest in the Technology and Assignee wishes to take an assignment of such rights, on and subject to and in accordance with the provisions of this Assignment.

THIS ASSIGNMENT WITNESSES as follows:

1 Assignment

- 1.1 In consideration of the sum of the outstanding patent fees (£46,086.98) now paid by the Assignee to the Assignor (receipt of which is acknowledged), the Assignor hereby assigns and transfers to the Assignee, by way of a present and future assignment, absolutely and with full title guarantee all of its right, title, and interest in and to the Intellectual Property Rights in the Technology, and any derivative Intellectual Property Rights arising from time to time as a result of Assignor's and/or the Inventors' use of such rights under the licence in clause 1.3, and all associated know-how (the "Assigned Property") whereby:
 - (a) "Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.2 The assignment effected by this clause 1 shall include, without limitation, the assignment and transfer of:-

- (a) all patents and other intellectual property that may be granted pursuant to any applications listed in the attached Schedule 1, as well as all patents or other intellectual property that may derive priority from or have equivalent claims to or be based upon the Assigned Property in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Assigned Property shall be deemed to include all such items of property; and
 - (b) all rights of action, powers and benefits arising from ownership of the Technology and/or the Assigned Property, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment.
 - (c) All know-how linked to the technology.
- 1.3 The Assignee hereby grants Assignor an irrevocable royalty-free non-transferable global licence (which can be sub-licensed to the Inventors) to use the Assigned Property for teaching and research related purposes (including the development of improvements) within the scope of its usual activities as a university (but, for the avoidance of doubt, excluding any activities relating to the commercialisation of such rights).
- 1.4 The Assignor shall use all reasonable endeavours to procure that the Inventors shall execute such documents and give such assistance as Assignee may require, at the expense of Assignee:
 - (a) to secure the vesting in Assignee of all rights in the Technology and the Assigned Property; and
 - (b) to uphold Assignee's rights in the Technology and the Assigned Property; and
 - (c) to defeat any challenge to the validity of, and resolve any questions concerning, the Technology and the Assigned Property;
- 1.5 **Right of first refusal.**
 Insofar as such rights do not automatically vest in Assignee under the assignment in clause 1.1), the Assignor shall, and shall use all reasonable endeavours to procure that the Inventors shall offer first rights of refusal to Assignee to acquire on commercially reasonable terms any Intellectual Property Rights arising from Assignor's or the Inventors' use of the Assigned Property pursuant to the licence in clause 1.3 . This first right of refusal will be in force for six months from the time of notification of each development of Intellectual Property Rights (which shall be made promptly and in writing by Assignor to Assignee's registered office address following the discovery of each such development).

2 **Warranties, representations and undertakings**

The Assignor warrants, represents and undertakes that:

- (a) neither it, nor the Inventors, have been and are not currently a party to any agreement or understanding, whether oral or written, which would in any manner be inconsistent with the assignment of rights provided for in this Assignment;
- (b) it has obtained an assignment from the Inventor of all of the Inventor's right, title and interest in and to the Technology and the Assigned Property;
- (c) during the term of this Assignment neither it nor the Inventors shall enter into any agreement or understanding, oral or written, nor engage in any activity, which would in any manner be inconsistent with the provisions of this Assignment;

- (d) it has disclosed to the Assignee in writing the names of all persons of whom it or the Inventors are aware of who might have rights in the Technology, including any other persons who were involved in developing the Technology, and any organisations that funded the development of the Technology; and
- (e) as far as it is aware, all the Assigned Property are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Property, and there is nothing that might prevent any application listed in Schedule 1.

3 **General**

- 3.1 The obligations on the Assignor under Clauses 1.2 to 1.4 and 3 shall continue in force without limit of time.
- 3.2 The Assignee shall not assign the Technology and/or the Assigned Property to a third party without consideration and without the express written consent of the Assignor where such permission will not be unreasonably withheld or delayed or conditioned.
- 3.3 The validity, construction and performance of this Agreement shall be governed by English law. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts to which the parties to this Agreement hereby submit.
- 3.4 This Assignment is the entire agreement between the parties relating to its subject matter. Each party acknowledges that in entering into this Assignment it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Assignment. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Assignment.
- 3.5 No variation of this Assignment shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 3.6 This Assignment does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Assignment.

AGREED by the Parties on the date given above through their authorised signatories:

For, and on behalf of
Aston University

Signature

Print name

Job title

For, and on behalf of
Aston Particle Technologies Limited

DocuSigned by:

Signature

DAVID WYATT

Print name

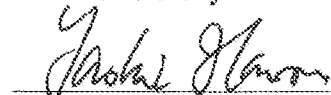
Chief Executive Officer

Job title

AGREED by the Parties on the date given above through their authorised signatories:

For, and on behalf of

Aston University



Signature

SASHIA LOER HANSEN

Print name

INTERIM VICE-CHANCELLOR

Job title

For, and on behalf of

Aston Particle Technologies Limited

Signature

Print name

Job title

Schedule 1

Part A: Specific items of intellectual property or other property

Any and all patents currently owned by Aston University deriving from WO2016066462A1 including:

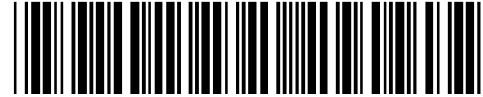
- EP3212318B1
- CA2965193A1
- US11148111B2
- JP2017536977A
- HK1243373A1



Change of Registered Office Address

Company Name: **ASTON PARTICLE TECHNOLOGIES LIMITED**

Company Number: **05858653**



Received for filing in Electronic Format on the: **07/08/2017**

X6CC3THL

New Address Details

New Address: **ASTON TRIANGLE THE ASTON TRIANGLE
BIRMINGHAM
UNITED KINGDOM
B4 7ET**

Please Note:

The change in the Registered Office does not take effect until the Registrar has registered this form. For 14 days, beginning with the date that a change of Registered Office is registered, a person may validly serve any documentation on the company at its previous Registered Office.

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver Manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.