

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8116319

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NIGEL JARVIS	01/05/2018
GRAHAM PRING	01/05/2018
DESMOND PAYTON	01/05/2018
ANDREW FINDLAY	01/05/2018
MATTHEW CHEESEMAN	01/05/2018
RECEIVING PARTY DATA	
Name:	IMERYS MINERALS LIMITED
Street Address:	PAR MOOR CENTRE
Internal Address:	PAR MOOR ROAD
City:	CORNWALL
State/Country:	UNITED KINGDOM
Postal Code:	PL24 2SQ PAR
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16971606
CORRESPONDENCE DATA	
Fax Number:	
<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:	2024084000
Email:	virginia.simmons@finnegan.com
Correspondent Name:	FINNEGAN
Address Line 1:	901 NEW YORK AVE
Address Line 2:	NW
Address Line 4:	WASHINGTON, D.C. 20001
ATTORNEY DOCKET NUMBER:	07812.0229-00000
NAME OF SUBMITTER:	VIRGINIA SIMMONS
SIGNATURE:	/Virginia Simmons/
DATE SIGNED:	08/16/2023

Total Attachments: 4

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ASSIGNMENT

THIS DEED OF ASSIGNMENT is made on 5th day of January, 2018

BETWEEN

- (1) 'Nigel JARVIS' of 23 Edgcombe Road, St. Austell, Cornwall, PL25 5DX, United Kingdom (the "Assignor"); and
- (2) 'Graham PRING' of Hentreven, Polsoe, Lostwithiel, PL22 0HS, United Kingdom (the "Assignor"); and
- (3) 'Desmond PAYTON' of 70 Roslyn Close, Boscoppa, St Austell, PL25 3UR, United Kingdom (the "Assignor"); and
- (4) 'Andrew FINDLAY' of 23 Kel Avon Close, Truro, Cornwall TR1 1AN, United Kingdom (the "Assignor"); and
- (5) 'Matthew CHEESEMAN' of 30 Lower Peneggon, Camborne, Cornwall, TR14 7UJ, UNITED KINGDOM (the "Assignor"); and
- (6) 'Imerys Minerals Limited' whose registered office is at Par Moor Centre, Par Moor Road, PL24 2SQ Par, Cornwall, United Kingdom (the "Assignee")

BACKGROUND:

- (A) The Assignor is an employee of the Assignee and has contributed to the creation of the invention.
- (B) The Assignor has agreed to assign the Intellectual Property Rights subsisting in and the Know-how relating to the Invention to the Assignee on the terms set out below.

AGREEMENT:

The parties **AGREE** as follows:

1. Definitions

In this Assignment unless the context otherwise requires:

"**Intellectual Property Rights**" means all patents, registered designs, trade marks and service marks (whether registered or not), copyright, database rights, moral rights, design right, and all similar property rights subsisting in or arising out of the Invention and Know-how, applications for any of the foregoing and the right to apply for any applications of the foregoing, the right to claim priority from any applications filed, and all industrial or intellectual property rights analogous to the foregoing and subsisting in the Invention and Know-how anywhere in the world including without limitation those listed in Schedule 1;

"**Know-how**" means know-how, research data, trial results, designs, knowledge and all other information, documents and material recorded in whatever form or medium relating to the Invention or the Assignee's business and including any information disclosed in a patent application;

"**Invention**" means the invention described in the draft patent application in Schedule 1 including any documentation, analysis, reports, drawings, design models, creative briefs, programs, prototypes, electronic representations (whether produced by computer or otherwise) and other material relating to such invention.

2. Assignment

For good and valuable consideration, the sufficiency and receipt of which are acknowledged, the Assignor has assigned and transferred, and by these presents do assign and transfer to the Assignee, its successors, legal representative and assigns (also collectively "the Assignee"), Assignor's entire right, title, and interest throughout the world to the invention and any patent application filed for this invention as identified above (including all provisionals, non-provisionals, divisionals, continuations, continuations in part, reexaminations, reissues and all other applications for any patent that shall be filed, issued or granted in any country on such inventions, including but not limited to utility models, designs, design patents, as well as envelope soleau and like rights of exclusion). This assignment and transfer also include the right to claim priority based on the filing date of any patent application that will be filed for the above invention under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and all other rights, including without limitation, the right to sue for any past infringement of the Intellectual Property (collectively, the "Proprietary Rights") associated with the invention as defined above. Assignor authorizes the Assignee to apply in all countries in Assignor's name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for all inventions as defined above.

3. Confidentiality

The Assignor shall keep and procure to be kept secret and confidential the Know-how and other confidential information acquired from or through the Assignee and will not use nor disclose the same save with the prior written consent of the Assignee.

4. Further Assurance

The Assignor undertakes that, at the request and expense of the Assignee, he will do all acts and things (including, without limitation, making declarations and oaths) and execute all documents that may be reasonably necessary under the law of any country for completing the transfer to the Assignee of the full right, title and interest to any of the rights assigned by clause 2.

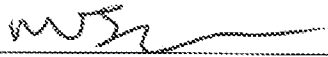
At the request of the Assignee, the Assignor shall (at the Assignee's expense) provide all assistance to the Assignee which may be necessary in connection with bringing or defending any proceedings relating to any of the rights assigned by clause 2.

5. Applicable Law and Jurisdiction

This Assignment and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and all disputes and claims arising out of or relating to this Assignment shall be subject to the exclusive jurisdiction of the English Courts to which the parties irrevocably submit.

IN WITNESS of the above the Assignor and Assignee have signed executed this Assignment on the date written at the head of this Assignment.

ASSIGNOR NAME: Nigel JARVIS

Signature: 

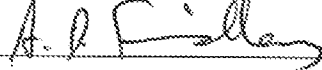
ASSIGNOR NAME: Graham PRING

Signature: 

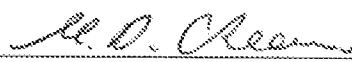
ASSIGNOR NAME: Desmond PAYTON

Signature: 

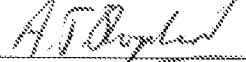
ASSIGNOR NAME: Andrew FINDLAY

Signature: 

ASSIGNOR NAME: Matthew CHEESEMAN

Signature: 

ASSIGNEE NAME: Imerys Minerals Limited

Signature: 

Printed Name: ANDREW JOHN STODOLAND

Corporate Title: DIRECTOR

Schedule 1

European Patent Application Entitled "BIMODAL PRECIPITATED CALCIUM CARBONATE, AND
METHODS OF MAKING AND USING"

(Internal Imerys Reference No. : P22.22010
& Patent Application No. : To Be Determined)