508161979 10/06/2023 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8209160

SUBMISSION TYPE:		NEW A	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGN	ASSIGNMENT			
CONVEYING PARTY D	ATA	- I				
	Name	Name				
BOSTIK S.A.				03/15/2023		
RECEIVING PARTY DA	тл					
Name: MEDHERANT LIMITED						
Street Address:	THE VENTURE CENTRE, SIR WILLIAM LYONS ROAD					
Internal Address:	UNIVERSITY OF WARWICK SCIENCE PARK					
City:	COVENTRY					
State/Country:	ENGLAND					
Postal Code:	CV4 7EZ					
PROPERTY NUMBERS	Total: 1					
Property Type			Number			
Application Number:		11160764				
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ASSIGNMENT AGREEMENT

THIS AGREEMENT dated, March 15th (the "Effective Date") is made between:

(1) **BOSTIK S.A.** a French company with registration number 332 110 097, whose administrative offices are 420, rue d'Estienne d'Orves, 92700 Colombes, France ("Assignor"); and

AND

(2) MEDHERANT LIMITED, a company registered in England and Wales with registration number 8973262 whose registered office is at The Venture Centre, Sir William Lyons Road, University Of Warwick Science Park, Coventry, CV4 7EZ, England ("Assignee")

(individually a "Party" collectively the "Parties").

WHEREAS,

The Parties are the co-owners of:

- the British patent application n° 1519321.2 filed on 02 November 2015 and the British patent application n° 1602907.6 filed on 19 February 2016;
- the International patent application n° PCT/GB2016/053388;
- the European patent application n° 20160798255;
- the Indian patent n° IN201817020342A;
- the US patent n° US11160764B2;
- the Japanese patent n° JP6889172B2 and
- the Chinese patent n° CN108289831B.

(the "Patents").

Assignee wishes to acquire all right, title and interest in the Patents, and Assignor wishes to sell its shares in the Patents to Assignee.

Now, therefore, the Parties hereto, intending to be legally bound, hereby agree as follows:

- 1. Assignment. As from the Effective Date, Assignor hereby assigns to Assignee all right, title and interest in its share in the Patents.
- Consideration. In consideration of this assignment, Assignee will compensate Assignor in an amount equal to EUR 75,000 (seventy five thousand euros) excluding taxes payable in three (3) instalments as follows:

REEL: 065151 FRAME: 0202

- First instalment of EUR 25,000 (twenty five thousand euros) payable as of 1 January 2023;
- Second instalment of EUR 25,000 (twenty five thousand euros) payable as of 1 January 2024; and
- Third instalment of EUR 25,000 (twenty five thousand euros) payable as of 1 January 2025.
- 3. *Representations and Warranties*. Assignor only warrants that it has the legal right and authority to execute this Agreement and perform its obligations hereunder and disclaims any other warranty express or implied with respect to this assignment and the Patents.
- 4. *Further Actions*. Assignor hereby agrees to execute any document necessary to perfect Assignee's interest in the Patents.
- 5. Costs. Assignee shall be responsible for all costs and expenses associated with the assignment.
- 6. *Prosecution Maintenance and Enforcement*. Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the Effective Date associated with the continuous prosecution, maintenance and enforcement of the Patents.
- 7. Governing Law Jurisdiction. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of France, without regard to conflicts of law principles. The courts of Paris, France, have an exclusive jurisdiction to hear all dispute arising out of, or in connection with this Agreement which cannot be settled amicably.
- 8. This Agreement may be executed either in two originals signed by the Parties or by way of electronic signature. The electronic signature must be understood as any technical process recognized by the applicable law of the Agreement which ensures the identification of the signatory, the integrity of the electronic document, and manifests the consent of the signatory to the signed documents (hereinafter Electronic Signature). The Electronic Signature should be made through the online platform DocuSign (www.docusign.com) or through a platform that complies with the provisions relating to Electronic Signature under the applicable law of the Agreement.

The Parties expressly agree that in the event that this Agreement is signed via Electronic Signature, it shall constitute the original document, which shall prevail between the Parties. The Parties expressly agree that the Agreement signed via Electronic Signature constitutes evidence with the same probative value as a handwritten signature on paper. Consequently, the Parties acknowledge that the Agreement is validly enforceable, and the Parties agree not to contest the admissibility, validity, enforceability, or evidentiary value of the Agreement version signed via Electronic Signature. These provisions shall apply to any future modification of this Agreement that the Parties may be required to sign via Electronic Signature

At Colombes (France)

On

BOSTIK SA

Name: Vincent Legros

Capacity: CEO

Signature _____ DocuSigned by:

Vincent Legros

At coventry, $\ensuremath{\mathsf{UK}}$

On

MEDHERANT Ltd

Name: John Burt

Capacity: CEO

Signature

