

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8227635

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PANGAEA LABORATORIES LIMITED	10/02/2023
RECEIVING PARTY DATA	
Name:	NANOGEN LIMITED
Street Address:	730 CENTENNIAL AVENUE
Internal Address:	CENTENNIAL PARK
City:	ELSTREE, HERTFORDSHIRE
State/Country:	UNITED KINGDOM
Postal Code:	WD6 3SZ
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D739260
Patent Number:	8777132
CORRESPONDENCE DATA	
Fax Number:	(203)261-5676
<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:	2032611234
Email:	stc@warefressola.com
Correspondent Name:	WARE FRESSOLA MAGUIRE & BARBER LLP
Address Line 1:	755 MAIN STREET
Address Line 2:	BRADFORD GREEN, BUILDING 5
Address Line 4:	MONROE, CONNECTICUT 06468
ATTORNEY DOCKET NUMBER:	772-126.001
NAME OF SUBMITTER:	STEVEN T. COOPER
SIGNATURE:	/Steven T. Cooper/
DATE SIGNED:	10/18/2023
Total Attachments: 17	
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DATED

2 October

2023

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

between

Pangaea Laboratories Limited

and

Nanogen Limited

RPC
Tower Bridge House
St Katharine's Way
London
E1W 1AA

Ref: CSB/PAN55.4

PATENT
REEL: 065267 FRAME: 0537

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THIS DEED is made on 2 October 2023 between:

- (1) **PANGAEA LABORATORIES LIMITED**, incorporated and registered in England and Wales with company number 03783618 whose registered office is at 730 Centennial Avenue, Centennial Park, Elstree, Herts, United Kingdom, WD6 3SZ (**Assignor**); and
- (2) **NANOGEN LIMITED** incorporated and registered in England and Wales with company number 15033145 whose registered office is at 730 Centennial Avenue, Centennial Park, Elstree, Hertfordshire, United Kingdom, WD6 3SZ (**Assignee**).

BACKGROUND

- (A) The Assignor owns the intellectual property rights in the Assigned Rights.
- (B) The Assignee is a subsidiary of the Assignor.
- (C) By the Main Agreement (as defined below) the Assignor has agreed to assign to the Assignee the Intellectual Property Rights in the Assigned Rights on the terms set out in this deed.

THE PARTIES AGREE as follows:

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Assigned Rights: all Intellectual Property Rights owned by the Assignor for use exclusively in, or in connection with, the Target Business, including (without limitation) the Intellectual Property Rights and rights in the domain names set out in Schedule 1.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Intellectual Property Rights: 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.

Main Agreement: the agreement for the sale and purchase of the Target Business dated the same date as this deed between the Assignor and the Assignee.

Target Business: the "Nanogen" business carried on by the Assignor immediately prior to the date of the Main Agreement, comprising the Assignor's hair thickening fibres and fixing spray product line, and its wetline (shampoos) product line.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this deed.

- 1.3 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 This deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. A reference to one gender shall include a reference to all other genders.
- 1.6 Unless expressly provided otherwise in this deed, a reference to legislation or a legislative provision is a reference to it in force as at the date of this deed.
- 1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 A reference to **this deed** or to any other agreement or document is a reference to this deed or such other agreement or document (as applicable), in each case as varied from time to time.

2. **ASSIGNMENT**

- 2.1 The Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:
- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in Schedule 1;
- 2.1.2 all goodwill attaching to the trade marks set out in Schedule 1 and in respect of the business relating to the goods or services for which the trade marks are registered or used; and
- 2.1.3 the right to bring, make, oppose, defend or appeal proceedings, claims or actions, and obtain relief and to retain any damages recovered, in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights, whether occurring before, on, or after the date of this deed.

3. **WARRANTIES**

Without prejudice to the provisions of the Main Agreement, all representations, warranties, conditions, guarantees and stipulations, express or implied, statutory, customary or otherwise in respect of the Assigned Rights or any of the rights, title and interests transferred or agreed to be transferred pursuant to this deed are to the extent legally permitted expressly excluded (including, without limitation, warranties, conditions as to title, rights to dispose, quiet possession, freedom from encumbrances, merchantable or satisfactory quality, fitness for purpose and description). The list of the Assigned Rights contained in Schedule 1 shall not constitute any warranty in respect of the Assignor's ownership of or interest in the listed items or otherwise.

4. **FURTHER ASSURANCE**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this deed.

5. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6. ENTIRE AGREEMENT

6.1 Without prejudice to the provisions of the Main Agreement, this deed constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6.2 Without prejudice to the provisions of the Main Agreement, each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this deed. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this deed.

7. VARIATION

No variation of this deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8. SEVERANCE

8.1 If any provision or part-provision of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this deed.

8.2 If any provision or part-provision of this deed is deemed deleted under clause 8.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

9. COUNTERPARTS

This deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

10. THIRD-PARTY RIGHTS

This deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

11. GOVERNING LAW AND JURISDICTION

11.1 This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SIGNED as a deed and DELIVERED by) LILIA SANTOS MOREIRA
PANGAEA LABORATORIES LIMITED)
acting by [Signature], a)
director, in the presence of:

Witness: Krupa Maya Bodlaen
Signature: [Signature]
Name: Krupa Maya Bodlaen
Address: 77 Kingsmead Avenue,
Kingsbury, London
NW9 2UP
Occupation: LAWYER

SIGNED as a deed and DELIVERED by)
NANOGEN LIMITED)
acting by [Signature], a) ANDREW RAYNER
director, in the presence of:

Witness: IONA RAYNER
Signature: Iona Rayner
Name: Iona Rayner
Address: 3 Weybridge,
Haslemere
GU27 10F
Occupation: Career

SCHEDULE 1
ASSIGNED RIGHTS

Patents and Patent Applications

United Kingdom	GB2474488	25 Mar 2015	Hair building solids dispenser
United States of America	8777132	15 Jul 2014	Hair building solids dispenser
Germany	60 2010 039 282.1	04 Jan 2017	Hair building solids dispenser
Spain	EP2311333	04 Jan 2017	Hair building solids dispenser
France	EP2311333	04 Jan 2017	Hair building solids dispenser
Italy	EP2311333	04 Jan 2017	Hair building solids dispenser
Poland	EP2311333	04 Jan 2017	Hair building solids dispenser
United Kingdom	EP2311333	04 Jan 2017	Hair building solids dispenser

Trade Marks and Trade Mark Applications

Nanogen	1370775	03,05	Class 3: Shampoo, preparations for the hair and skin, hair loss camouflage products. Class 5: Preparations for the hair and preparations for the skin, hair loss products, hair regrowth preparations.	24 Dec 2009	Australia
Nanogen	1230878	3,5	Class 3: Shampoo, preparations for the hair and skin, hairloss camouflage products. Class 5: Preparations for the hair and preparations for the skin, hairloss products, hair regrowth preparations.	01 Jan 2015	Azerbaijan
Nanogen	1230878	3,5	Class 3: Shampoo, preparations for the hair and skin, hairloss camouflage products. Class 5: Preparations for the hair and preparations for the skin, hairloss products, hair regrowth preparations.	01 Jan 2015	Morocco
Nanogen	1230878	3,5	Class 3: Shampoo; preparations for the hair and skin; hair loss camouflage products namely powders, fibres, sprays, dyes, lotions and creams to camouflage hair loss. Class 5: Preparations for the hair and preparations for the skin; preparations for the prevention or reduction of hair loss; hair regrowth preparations.	01 Jan 2015	New Zealand
Nanogen	1041349	03,05	Class 3: Shampoo, preparations for the hair and skin, hair loss camouflage products. Class 5: Preparations for the hair and preparations for the skin, hair loss products, hair regrowth preparations.	24 Dec 2009	Switzerland
Nanogen	1041349	03,05	Class 3: Shampoo, preparations for the hair and skin, hair loss camouflage products. Class 5: Preparations for the hair and preparations for the skin, hair loss products, hair regrowth preparations.	24 Dec 2009	China
Nanogen	1041349	03,05	Class 3: Shampoo, preparations for the hair and skin, hair loss	24 Dec 2009	Egypt

			camouflage products. Class 5: Preparations for the hair and preparations for the skin, hair loss products, hair regrowth preparations.		
Nanogen	UK00002368936	3, 5	Class 3: Shampoo, preparations for the hair and skin, hairloss camouflage products. Class 5: Preparations for the hair and preparations for the skin, hairloss products, hair regrowth preparations.	23 Jul 2004	United Kingdom
Nanogen	1041349	03,05	Class 3: Shampoo, preparations for the hair and skin, hair loss camouflage products. Class 5: Preparations for the hair and preparations for the skin, hair loss products, hair regrowth preparations.	24 Dec 2009	Iran
Nanogen	1041349	03,05	Class 3: Shampoo, preparations for the hair and skin, hair loss camouflage products. Class 5: Preparations for the hair and preparations for the skin, hair loss products, hair regrowth preparations.	24 Dec 2009	Iceland
Nanogen	1041349	03,05	Class 3: Shampoo, preparations for the hair and skin, hair loss camouflage products. Class 5: Preparations for the hair and preparations for the skin, hair loss products, hair regrowth preparations.	24 Dec 2009	Norway
Nanogen	1041349	03,05	Class 3: Shampoo, preparations for the hair and skin, hair loss camouflage products. Class 5: Preparations for the hair and preparations for the skin, hair loss products, hair regrowth preparations.	24 Dec 2009	Russian Federation
Nanogen	1905539	3, 5	Class 3: Toiletries, perfumes, soaps, antiperspirants, deodorants, shampoos, foam baths, shower gel, preparations for the hair and skin, tissues impregnated with non-medicated preparations for personal use, preparations for the hair and skin, hair loss camouflage products. Class 5: Pharmaceutical preparations for the hair and preparations for the skin, hair loss products, hair regrowth preparations, DNA testing	18 Sep 2013	India

				reagents and kits comprising DNA testing agents, medical sterilising agents and medical biocides but specifically NOT preparations and bio-pesticides for the treatment of plants.		
Nanogen	1041349	03,05	Class 3: Shampoo, preparations for the hair and skin, hair loss camouflage products. Class 5: Preparations for the hair and preparations for the skin, hair loss products, hair regrowth preparations.	24 Dec 2009	Turkey	
Nanogen	1041349	03,05	Class 3: Shampoo, preparations for the hair and skin, hair loss camouflage products. Class 5: Preparations for the hair and preparations for the skin, hair loss products, hair regrowth preparations.	24 Dec 2009	Ukraine	
Nanogen	1041349	03, 05	Class 3: Shampoo, preparations for the hair and skin, hair loss camouflage products. Class 5: Preparations for the hair and preparations for the skin, hair loss products, hair regrowth preparations.	15 Jul 2010	Madrid Protocol	
Nanogen	1230878	3, 5	Class 3: Shampoo, preparations for the hair and skin, hairloss camouflage products. Class 5: Preparations for the hair and preparations for the skin, hairloss products, hair regrowth preparations.	01 Jan 2015	Madrid Protocol	
Nanogen	4050365	3,5,10	Class 3: Shampoo, preparations for the hair and skin, hairloss camouflage products. Class 5: Preparations for the hair and preparations for the skin, hairloss products, hair regrowth preparations. Class 10: Hair prosthesis.	10 Mar 2011	European Union (EUIPO)	
Nanogen	UK00904050365	3,5,10	Class 3: Shampoo, preparations for the hair and skin, hairloss camouflage products. Class 5: Preparations for the hair and preparations for the skin, hairloss products, hair regrowth preparations. Class 10: Hair prosthesis.	10 Mar 2011	United Kingdom	
Nanogen	9783422	3	Soaps; cosmetic pencils; cosmetic dyes; cosmetic lotions; wig pastes;	28 Sep 2012	China	

			hair sprays; hair tonics; shampoos; shampoos; essential oils".		
Nanogen	4061859	3, 5, 10	Class 3: Shampoo; hair and scalp care preparations; hair loss camouflage products, namely, adhesives for affixing false hair; hair colorants; cosmetic preparations for the scalp, namely, scalp colorants; cosmetic hair filling powders and fibers for covering bald spots on the scalp; hair sprays for thickening hair; hair restoration lotions. Class 5: Hair growth stimulants; medicinal preparations for stimulating hair re-growth; medicinal preparations for stimulating hair growth; medicinal preparations for treating hair loss. Class 10: Hypodermic and sterile surgical injection needles; arrays of hypodermic and sterile surgical injection needles; medical devices, tools, implements and instruments for treatment of the hair and skin, namely, hair prostheses; plastic bags, cases, and bottles for sterilizing medical instruments, skin and hair.	29 Nov 2011	United States of America
NANOGEN Waterfall Logo	017947035	3, 5, 10	Class 3: Shampoo; Hair conditioner; Preparations for the hair and skin; Hair loss camouflage products; Scalp camouflage products; Hair root camouflage; Hair thickening products; Hair volumizing preparations; Hair treatment products; Hair serums; Scalp serums; Hair masques; Hair powders; Hair lacquers; Hair oils. Class 5: Preparations for the hair and preparations for the skin; Hair loss products; Hair regrowth preparations; Food supplements; Health food supplements prepared from natural ingredients for promoting hair growth; Mineral food supplements for promoting hair growth; Dietetic nutritional supplements for promoting hair growth. Class 10: Hair prosthesis.	04 Aug 2020	European Union (EUIPO)
NANOGEN Waterfall Logo	UK00917947035	3, 5, 10	Class 3: Shampoo; Hair conditioner; Preparations for the hair and skin; Hair loss camouflage products; Scalp camouflage products; Hair root camouflage; Hair thickening products; Hair volumizing preparations; Hair treatment products; Hair serums; Scalp serums; Hair masques; Hair powders; Hair lacquers; Hair oils. Class 5: Preparations for the hair and preparations for the skin; Hair loss products; Hair regrowth preparations; Food supplements; Health	04 Aug 2020	United Kingdom

				<p>food supplements prepared from natural ingredients for promoting hair growth; Mineral food supplements for promoting hair growth; Diabetic nutritional supplements for promoting hair growth.</p> <p>Class 10: Hair prosthesis.</p>		
NANOGEN Waterfall Logo	6291841	3, 5, 10	<p>Class 3: Shampoo; Hair conditioner; Non-medicated preparations all for the care of skin, hair and scalp; Hair loss camouflage products, namely, adhesives for affixing false hair; Hair colorants; Cosmetic preparations for the scalp, namely, scalp colorants; Cosmetic hair filling powders and fibers for covering bald spots on the scalp; Hair sprays for thickening hair; Hair restoration lotions; Non-medicated hair treatment preparations for cosmetic purposes; Hair products, namely, thickening control creams; Non-medicated hair serums; Hair lacquers; Hair oils; Hair styling preparations; Hair masks; Hair-washing powders.</p> <p>Class 5: Hair growth stimulants; Medicinal preparations for stimulating hair re-growth; Medicinal preparations for stimulating hair growth; Medicinal preparations for treating hair loss; Medicated hair serums; Nutritional supplements; Food supplements; Health food supplements; Mineral food supplements; Medicated hair care preparations; Medicated skin care preparations; Medicinal hair growth preparations.</p> <p>Class 10: Hair prostheses</p>	16 Mar 2021	United States of America	
LOCKING MIST	UK00002415207	3	<p>Class 3: Cleaning preparations; detergents; soaps; perfumes; cosmetics; skin care preparations; make-up removing preparations; essential oils; non-medicated toilet preparations; shaving foams; pre-shave and after-shave lotions; preparations for the hair including shampoos, hair spray, colourants, hair colour preparations that add shimmer and glitter, conditioners, mousses, gels and styling creams; hair care products; dentifrices; non-medicated mouth washes; anti-perspirants; deodorants for personal use; depilatory preparations; emery and nail care preparations.</p>	28 Feb 2006	United Kingdom	
SCALP SKIN	UK00914805171	3, 5, 10	<p>Class 3: Toiletries; Cosmetics; Cosmetics preparations; Cosmetics for use on the skin; Cosmetics for the use on the hair; Cosmetic</p>	12 Mar 2016	United Kingdom	

			<p>preparations for body care; Cosmetics for eye-lashes; Eyebrow cosmetics; Skin care preparations; Skincare cosmetics; Hair preparations and treatments; Essential oils and aromatic extracts; Perfume oils for the manufacture of cosmetic preparations; Body cleaning and beauty care preparations; Bath preparations; Deodorants and antiperspirants; Hair removal and shaving preparations; Make-up; Make-up primer; Soaps and gels; Perfumed tissues; Tissues impregnated with cosmetics; Tissues impregnated with make-up removing preparations; Tissues impregnated with preparations for cleaning; Body masks; Sunscreen; Cosmetic sunscreen preparations; Artificial tanning preparations; After sun creams; Concealers; Facial concealer; Skin foundation; Hair oils; Dandruff shampoo; Scalp treatments (Non-medicated -).</p> <p>Class 5: Medical and veterinary preparations and articles; Pharmaceuticals and natural remedies; Medical dressings, coverings and applicators; Diagnostic preparations; Dietary supplements and dietetic preparations; Acne medications; Hygienic preparations and articles; Disinfectants and antiseptics; Absorbent articles for personal hygiene; Dental preparations and articles; Sanitary preparations for medical purposes; Sanitary sterilising preparations; Tissues for surgical use; Tissues for medical use; Tissues impregnated with pharmaceutical lotions; Sterilising preparations; Sterilising solutions; Medical dressings; Wound dressings; Disinfectant dressings; Sunburn preparations for pharmaceutical purposes; Sunburn ointments; Creams (Medicated -) for application after exposure to the sun; Pharmaceutical preparations for treating dandruff; Scalp treatments (Medicated -).</p> <p>Class 10: Medical and veterinary apparatus and instruments; Prosthetics and artificial implants; Surgical and wound treating equipment; Diagnostic, examination, and monitoring equipment; Contraceptive devices; Sex aids; Medical clothing; Suture and wound closing materials and products; Needles for medical purposes; Medical furniture and bedding, equipment for moving patients.</p>		
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Registered Designs and Registered Design Applications

European Union (EUIPO)	001681156-0001 to 0002	15 Mar 2010	Dispenser pots
United Kingdom	9001681156000 1 to 0002	15 Mar 2010	Dispenser pots
European Union (EUIPO)	002414201-0001 to 0002	27 Feb 2015	Nanogen Sprayer
United Kingdom	9002414201000 1 to 0002	27 Feb 2015	Nanogen Sprayer
United States of America	D739,260	22 Sep 2015	Nanogen Sprayer

Domain Names

Part A

nanogen.hk

instant-hair.co.uk

instanthair.co.uk

nanogen.com.mx

nanogen.lv

nanogen.com.mt

nanogen.mt

nanogen.com.pt

nanogen.co

nanogen.si

nanogenreviews.com

nanogenshampoo.com

nanogen.le

alopecia-society.co.uk

alopeciasociety.co.uk

nanogen.gg

nanogen.je

nanogen.com.ua
alopecia-society.com
alopeciasociety.com
hairlossmatters.com
nanogen3x.com
nanogencroatia.com
nanogenegypt.com
nanogenkuwait.com
nanogenmorocco.com
nanogennorway.com
nanogenthailand.com
nanogentrinidad.com
nanogen.is
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