508212208 11/04/2023 PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY	DATA				
			Name		Execution Date
WILLIAM DENNIS GILLESPIE					10/23/2023
RECEIVING PARTY D	ΑΤΑ				
Name:	MICHA	MICHAEL RAYMOND GILLESPIE			
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State/Country:	UNITE	UNITED KINGDOM			
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PROPERTY NUMBER	S Total: 1				
Property Type			Number		
Patent Number:		11073151		_	
CORRESPONDENCE	DATA				
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Agreement") is entered into as of 12th October 2023, by and between:

William Dennis Gillespie, an individual with a principal residence at 39 Eleanor Crescent, 14 Padfield Gardens, Pinetown, 3610 hereinafter referred to as the "Assignor";

Michael Raymond Gillespie, an individual with a principal residence at Flat 8 Marketplace, Brewood, Stafford, ST19 9BS, United Kingdom hereinafter referred to as the "Assignee".

Collectively, the parties shall be referred to as the "Parties".

RECITALS

WHEREAS, the Assignor is the sole and exclusive owner of certain patent rights described in Exhibit A attached hereto (the "U.S. Patent Rights") and Exhibit B attached hereto (the "South African Patent Rights");

WHEREAS, the Assignor may currently be in the process of obtaining, or may in the future obtain, additional patents in any jurisdiction related to the same invention described in Exhibit A and Exhibit 8 (collectively referred to as the "Future Patents");

WHEREAS, the Assignor wishes to assign, transfer, and convey to the Assignee, and the Assignee wishes to acquire from the Assignor, a fifty percent (50%) undivided interest in and to the U.S. Patent Rights, the South African Patent Rights, and any and all Future Patents, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ASSIGNMENT OF RIGHTS

Effective as of the date first above written, the Assignor hereby assigns, transfers, and conveys to the Assignee a fifty percent (50%) undivided interest in and to the U.S. Patent Rights, the South African Patent Rights, and any and all Future Patents related to the Invention set out in Exhibit A and Exhibit B.

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REEL: 065460 FRAME: 0354

2. REPRESENTATIONS AND WARRANTIES

The Assignor represents and warrants to the Assignee that:

- The Assignor is the sole and exclusive owner of the U.S. Patent Rights, the South African Patent Rights, and has the right to assign any Future Patents;
- The Assignor has the full power and authority to enter into this Agreement and to convey the rights granted herein to the Assignee;
- c. The U.S. Patent Rights, the South African Patent Rights, and any Future Patents do not infringe on the rights of any third party.

3. INDEMNIFICATION

The Assignor shall indemnify and hold harmless the Assignee from and against any and all claims, damages, liabilities, costs, and expenses arising out of any breach of the representations and warranties set forth in Section 2.

4. GOVERNING LAW

- a. The primary governing terms for all matters concerning this Agreement, including the U.S. Patent Rights, the South African Patent Rights, and any Future Patents worldwide relating to this specific invention, shall be the stipulations and conditions expressly set forth in this Agreement.
- b. Only in the absence of express terms in this Agreement do the following clauses prevail:
 - For matters specifically related to the U.S. Patent Rights (US 11,073,151 B2), the laws of the United States shall apply.
 - II. For matters specifically related to the South African Patent Rights (ZA2017076048), the laws of South Africa shall apply.
 - III. For matters related to any Future Patents obtained in jurisdictions other than the United States and South Africa, the laws of the respective jurisdiction in which the patent was granted shall apply.

5. ENTIRE AGREEMENT

PATENT REEL: 065460 FRAME: 0355 This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

6. AMENDMENTS

No amendment to this Agreement is effective unless it is in writing and signed by both Parties.

EXHIBIT A

Description of U.S. Patent Rights:

Patent Name/Title: ENERGY GENERATING SYSTEM AND METHOD

Patent Number: US 11,073,151 82

Date of Patent: JULY 27 2021

PCT No: PCT/IB2016/052101

APPL. No: 15/566,277

EXHIBIT 8

Description of South African Patent Rights:

Patent Name/Title: ENERGY GENERATING SYSTEM AND METHOD

Patent /App Number: ZA201707604

Pub Number: 2A2017076048

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

William Dennis Gillespie
signed MAJUM
12=10=2022
Date 2 - 10 - 2023
Print Name WILLIAM DENNIS GUESSIE

Michael Raymond Gillespie

signed M. Gillespie

Date 26-10-2023 Print Name/LICITIEL RAYHOND GUL

PATENT REEL: 065460 FRAME: 0356

RECORDED: 11/04/2023