

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JOHN PATRICK MANNING	07/01/2019
HENRY MITCHELL	07/01/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MMC FITTINGS LIMITED
<b>Street Address:</b>	SILK HOUSE, PARK GREEN
<b>City:</b>	MACCLESFIELD, CHESHIRE
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	SK11 7QW
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16344483
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(216)395-0115
<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>	
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<b>ATTORNEY DOCKET NUMBER:</b>	222-004
<b>NAME OF SUBMITTER:</b>	VICTOR J. WASYLYNA
<b>SIGNATURE:</b>	/victor j wasylyna/
<b>DATE SIGNED:</b>	11/17/2023
<b>Total Attachments: 14</b>	
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## Assignment of Patent Applications and Intellectual Property Rights in Invention

Relating to "Grip Strip"

Dated 01/07 2019

(1) JOHN PATRICK MANNING and HENRY MITCHELL

and

(2) MMC FITTINGS LIMITED

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This DEED is dated

1 July 2019

Between:

- (1) JOHN PATRICK MANNING of Marsh Farm, Low Road, Norton Subcourse, Norwich, Norfolk NR14 6SA, United Kingdom and HENRY MITCHELL of 6 Healdwood Drive, Burnley, Lancashire BB12 0EA, United Kingdom (the "Assignors"); and
- (2) MMC FITTINGS LIMITED (company number 11739978) whose registered office is at Silk House, Park Green, Macclesfield, Cheshire, United Kingdom, SK11 7QW (the "Assignee") (each of the "Assignors" and the "Assignee" being a party and together the "Assignors" and the "Assignee" are the parties).

Background:

- (A) The Assignors are the joint owners of an Invention entitled "Pipe Joint" and are the joint applicants in the Patent Applications as defined herein relating to that Invention.
- (B) The Assignors have agreed to assign the Patent Applications and all the Intellectual Property Rights in the Invention to the Assignee and the Assignee has agreed to accept the assignment in accordance with the terms of this Deed.

It is agreed as follows:

1 Definitions and interpretation

1.1 In this Deed:

- "Affiliate" means an agent, lawyer professional advisor or attorney appointed by any Party to carry out any part of that Party's obligations under this Deed, as contemplated by clause 13.2 below;
- "Business Day" means a day, other than a Saturday, Sunday or public holiday, on which clearing banks are open for non-automated commercial business in the City of London;
- "Confidential Information" means any and all confidential information (whether in oral, written or electronic form) including technical or other information imparted in confidence or disclosed by one party to the other or otherwise obtained by one party relating to the other's business, finance or technology, Know-how, intellectual property, assets, strategy, products and customers, including information relating to manufacturing or other processes, management, financial, marketing, technical and other arrangements or operations of any associate, person, firm, or organisation associated with that party;
- "Invention" means the or any invention and any and all embodiments, examples or features of any invention as set forth in any

claim of any of the Patent Applications or any patent granted on or maturing from any of the Patent Applications, and includes any subject matter (regardless of its patentability or registrability) disclosed in or contained in any part of the specifications and/or drawings of any of the Patent Applications or any patent granted on or maturing from any of the Patent Applications.

**"Improvements"**

means any improvement, development, invention, embodiment, feature or patent or other intellectual property right of or in relation to the Invention and the technology that is the subject of any of the Patent Applications, whether made before, on or after the date of this Deed;

**"Intellectual Property Rights"**

means all intellectual property rights of any kind, other than the Patent Applications, owned by the Assignors and embodied in or relating to the Invention or contained in any document or other material(s) (including electronic materials and records) relating to the Invention, and including without limitation any and all of the following, relating to the Invention or contained in any document or other material(s) (including electronic materials and records) relating to the Invention: designs (whether registrable or unregistrable); copyright in drawings, plans, charts, written materials, printed materials, technical papers, reports, analyses, databases, computer software; trade marks, names and brands; rights to patents (other than the Patent Applications), supplementary protection certificates, utility models, registered designs, and unregistered designs; design rights; database rights; rights in computer software; semiconductor topography rights and protection of mask works; trade secrets; know-how; and in all cases whether registered or unregistered or registrable or unregistrable; and in all cases including all rights to apply for and to be granted any registered forms of any such intellectual property rights of any kind, together with all divisional(s), continuation(s), extension(s) and renewal(s) of any thereof; and in all cases in any and all countries of the world;

**"Know-how"**

means all information and know-how, including technical, scientific, and engineering information, practices, techniques, methods, processes, inventions, developments, specifications, formulations, chemical structures, trade secrets, analytical and quality control information and procedures, test data and results, stability data, studies and procedures, and regulatory information; in all cases relating

to the invention or any aspect, embodiment or feature thereof, or relating to any of the Intellectual Property Rights;

**"Letter of Intent"** means the agreement of 23 January 2019 between the parties and Terence Cummins;

**"Patent Applications"** means the patent applications listed in schedule 1 to this Deed, including any and all patents granted on or maturing from any of those patent applications, and further including any other form of registered intellectual property protection derived from any of those patent applications, and further including any and all divisional(s), continuation(s), extension(s) and renewal(s) of any of the aforesaid patent applications, patents and other IP rights, in any and all countries of the world;

1.2 In this Deed:

1.2.1 a reference to this Deed includes its schedules, appendices and annexes (if any);

1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;

1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.4 a reference to a gender encompasses said gender as well as all genders;

1.2.5 words in the singular include the plural and vice versa;

1.2.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.7 the table of contents, background section and any clause, schedule or other headings in this Deed are included for convenience only and shall have no effect on the interpretation of this Deed; and

1.2.8 a reference to legislation is a reference to that legislation as in force as at the date of this Deed.

**2 Assignment**

2.1 The Assignors hereby assign to the Assignee with full title guarantee all of their right, title and interest in and to the Patent Applications, including any and all patents granted on or maturing from any of the Patent Applications, and any other form of registered intellectual property protection (including utility models, registered designs, unregistered designs, design rights, copyrights or other intellectual property rights) derived from any of the Patent Applications, and further including any and all divisional(s), continuation(s), extension(s) and renewal(s) of

any of the said Patent Applications, patents and other IP rights, in any and all countries of the world, and further including the right to claim priority under the Paris Convention from any of the Patent Applications in and for any and all countries of the world, and further including the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief and recover damages and other relief in respect of all infringements and threatened infringements of any of the said Patent Applications or patents or other IP rights granted on or maturing from any of the Patent Applications, in any and all countries of the world, whether occurring before, on or after the date of this Deed, to hold the same unto the Assignee absolutely.

- 2.2 The Assignors hereby further assign to the Assignee with full title guarantee all of their right, title and interest in and to the Intellectual Property Rights and further including the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief and recover damages and other relief in respect of all infringements and threatened infringements of any of the said Intellectual Property Rights in any and all countries of the world, whether occurring before, on or after the date of this Deed, to hold the same unto the Assignee absolutely.

**3 Know-how**

The Assignors also hereby assign to the Assignee with full title guarantee all of their right, title and interest in and to any Know-how necessary or useful for the Assignee to work the Invention or any aspect, embodiment or feature of the Invention encompassed by or disclosed in any of the Patent Applications or embodied in any of the Intellectual Property Rights.

**4 Improvements**

The Assignors shall, unless prohibited by law or by any obligation to any third party, promptly give written notification to the Assignee of any Improvement made, developed, discovered or acquired (which notification shall be made in confidence pending filing of one or more patent application(s) therefor) and they shall, at the request of the Assignee, provide details of the Improvement and enter into good faith negotiations with a view to assigning their rights in the Improvement to the Assignee.

**5 Further assurance**

- 5.1 The Assignee shall be solely responsible for recording the change of ownership of the Patent Applications with all relevant Patent Offices or registries and shall do so as soon as reasonably practicable following the execution of this Deed.
- 5.2 The Assignors agree (at the Assignee's request) to, at the Assignee's own cost, use all reasonable endeavours to promptly execute such documents and perform such acts as may reasonably be required or desired by the Assignee to give effect to this Deed. The Assignors further agree (at the Assignee's request, and at the Assignee's own cost) to do or procure or sign anything and all else that may be necessary, including executing any and all further documents as the Assignee may at any time reasonably require, in order to vest full ownership and title in and to the Patent Applications in any and all countries of the world in



the Assignee and/or to effect any and all recordals of the change of ownership of the Patent Applications with all relevant Patent Offices or registries.

- 5.3 The Assignors hereby appoint the Assignee to be their attorney and to execute documents on their behalf and to do all things necessary or desirable to obtain the benefit of the assignment effected by this Deed, including local recordals in accordance with clause 5.1, but not further or otherwise . This power of attorney may not be revoked by the Assignee and may not be revoked by the Assignors without the written consent of the Assignee. This power of attorney entitles the Assignee to take all steps and all actions that this Deed requires the Assignors to take.
- 5.4 The Assignee may appoint substitute attorney(s) as it sees fit to exercise the power of attorney granted under clause 5.3 above.
- 5.5 The Assignors agree to ratify in writing any and all actions taken by the Assignee (or any substitute attorney) in the exercise of the power of attorney granted under clause 5.3 above.

## **6 Warranties**

- 6.1 The Assignors warrant and represent that:
  - 6.1.1 they have the right, power and authority to enter into this Deed and will perform its obligations hereunder;
  - 6.1.2 they are the sole and exclusive owners of all right, title and interest in and to the Patent Applications, the Intellectual Property Rights in the Invention and the Know-how and such rights are not subject to any option, mortgage, charge, lien or claim of ownership by any third party;
  - 6.1.3 no assignment or licence has been granted to any person in respect of the Patent Applications, the Intellectual Property Rights in the Invention and the Know-how save for the rights granted in the Letter of Intent;
  - 6.1.4 all application, registration and renewal fees due in respect of each of the Patent Applications have been paid up-to-date as of the date of this Deed;
  - 6.1.5 they are unaware of any infringement or likely infringement of, or any challenge or likely challenge to the validity of, any of the Patent Applications or the Intellectual Property Rights or of anything that might render any of the Patent Applications or any patent granted thereon or maturing therefrom or any of the Intellectual Property Rights invalid or subject to a compulsory licence order or prevent any of the Patent Applications proceeding to grant;
  - 6.1.6 so far as they are aware, the exploitation of the subject matter of the Patent Applications or any patent granted thereon or maturing therefrom or of any of the Intellectual Property Rights will not infringe the rights of any third party; and
  - 6.1.7 all previous assignments (if any) of the Patent Applications and the Intellectual Property Rights are valid and were registered within applicable time limits.

**7 Indemnity**

- 7.1 The Assignors shall indemnify the Assignee against all liabilities, losses, damages, costs and expenses, including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses arising from or occurring as a result of (a) material breach by the Assignors of their obligations under this Deed or (b) the enforcement of this Deed.
- 7.2 At the Assignee's request, the Assignors shall, at their own expense, provide such assistance as may be reasonably required to enable the Assignee to resist or defend any claim, action or proceedings brought against the Assignee as a consequence of such material breach.
- 7.3 The provisions of this clause 7 shall not restrict or limit the Assignee's general obligation under any applicable law to mitigate any loss arising out of an incident which may give rise to a claim under this indemnity.
- 7.4 The Assignors' obligations under this clause 7 shall apply regardless of any fault or negligence by the Assignee.

**8 Entire agreement**

This Deed and the Letter of Intent contains the entire understanding of each of the parties hereto with respect to the transactions and matters contemplated hereby and supersedes all prior agreements and understandings relating to the subject matter hereof.

**9 Confidential Information**

- 9.1 Each party agrees that it may use the other party's confidential information only in the exercise of its rights and performance of its obligations under this Deed and it shall not disclose the other party's Confidential Information except in accordance with this clause 9.
- 9.2 Each party may disclose the other party's Confidential Information to those of its employees, officers, advisers, agents or representatives who need to know the other party's Confidential Information in order to exercise the disclosing party's rights or perform its obligations under this Deed, provided that the disclosing party shall ensure that each of its employees, officers, advisers, agents or representatives to whom Confidential Information is disclosed is aware of its confidential nature and complies with this clause 9 as if it were a party.
- 9.3 Each party may disclose any Confidential Information required by law, any court, any governmental, regulatory or supervisory authority (including any regulated investment exchange) or any other authority of competent jurisdiction.

**10 Notices**

- 10.1 Notices under this Deed shall be in writing and sent to a party's address as set out on the first page of this Deed (or to email address set out below). Notices may be given, and shall be deemed received:
- 10.1.1 by first-class post: two Business Days after posting;

10.1.2. by hand: on delivery;

10.1.3. by email to [johnmanning43@gmail.com](mailto:johnmanning43@gmail.com) in the case of JOHN PATRICK MANNING, by email to [harry.mitchell1@ntlworld.com](mailto:harry.mitchell1@ntlworld.com) in the case of HENRY MITCHELL, by email to [tcummins@cumminscivilengineering.co.uk](mailto:tcummins@cumminscivilengineering.co.uk) in the case of MMC FITTINGS LIMITED: on receipt of a "read" or return email.

10.2 This clause does not apply to notices given in legal proceedings or arbitration.

## **11 Announcements**

No announcement or other public disclosure concerning this Deed or any of the matters contained in it shall be made by, or on behalf of, a party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction.

## **12 Variation**

No variation of this Deed shall be valid or effective unless it is in writing, refers to this Deed and is duly signed or executed by, or on behalf of, each party.

## **13 Transfer of rights**

13.1 No party may assign, subcontract or encumber any right or obligation under this Deed, in whole or in part, without the others' prior written consent (and such consent shall not be unreasonably withheld or delayed).

13.2 Notwithstanding clause 13.1, a party may perform any of its obligations and exercise any of its rights granted under this Deed through any Affiliate, provided that it gives the other parties prior written notice including the identity of the relevant Affiliate. Each party acknowledges and agrees that any act or omission of its Affiliate in relation to that party's rights or obligations under this Deed shall be deemed to be an act or omission of that party itself.

## **14 Severance**

If any provision of this Deed (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Deed shall not be affected.

## **15 Waiver**

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Deed shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Deed shall prevent any future exercise of it or the exercise of any other right, power or remedy.

**16 Third party rights**

No one other than a party to this Deed, their successors and permitted assignees, shall have any right to enforce any of its provisions.

**17 Governing law**

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

**18 Jurisdiction**

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Deed, its subject matter or formation (including non-contractual disputes or claims).

**19 Counterparts**

19.1 This Deed may be executed in any number of separate counterparts, each of which when executed and delivered shall be an original, and such counterparts taken together shall constitute one and the same Deed.

19.2 Each party may evidence their execution of this Deed by transmitting by email a signed signature page of this Deed in PDF format together with the final version of this Deed in PDF or Word format, which shall constitute an original signed counterpart of this Deed. Each party adopting this method of execution will, following circulation by email, provide the original, hard copy signed signature page to the other parties as soon as reasonably practicable.

19.3 This Deed shall not be effective until each party has executed and delivered one counterpart.

**Schedule 1**

**Patent Applications**

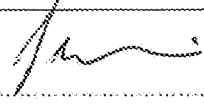
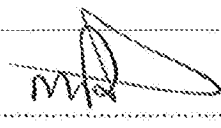
Country	Application no.	Application/ filing date	Status (& patent no., if granted)	Date granted (if granted)	Title
PCT (Patent Cooperation Treaty, all member states)	PCT/GB2016/053324 (published as WO2018/078309A1)	25/10/2016	Intl phase now completed - converted into regional/national phases in selected countries	-n/a-	"Pipe Joint"
EPO (European Patent Office - all member states thereof - see Note (1))	EP18805171.2 (EP regional phase of PCT/GB2016/053324)	25/10/2016	Pending (awaiting examination)	-	"Pipe Joint"
Eurasian Patent Office (all member states thereof - see Note (2))	201991039 (EA regional phase of PCT/GB2016/053324)	25/10/2016	Pending (awaiting examination)	-	"Pipe Joint"
USA	16/344,483 (US national phase of PCT/GB2016/053324)	25/10/2016	Pending (awaiting examination)	-	"Pipe Joint"
Canada	3,041,018 (CA national phase of PCT/GB2016/053324)	25/10/2016	Pending (awaiting examination)	-	"Pipe Joint"
Australia	[tbc] (AU national phase of PCT/GB2016/053324)	25/10/2016	Pending (awaiting examination)	-	"Pipe Joint"
United Arab Emirates	P6000611/2019 (AE national phase of PCT/GB2016/053324)	25/10/2016	Pending (awaiting examination)	-	"Pipe Joint"
Qatar	QA/201904/00221 (QA national phase of PCT/GB2016/053324)	25/10/2016	Pending (awaiting examination)	-	"Pipe Joint"
United Kingdom	GB1607613.5 (published as GB2540016A)	29/04/2016	Pending (awaiting examination)	-	"Pipe Joint"
United Kingdom	GB1507351.3 (published as GB2537883A)	29/04/2015	Abandoned (used as priority appln for GB1607613.5)	-n/a-	"Pipe Joint"

**Notes:**

(1) EPO - all 38 member states currently covered: Belgium, Cyprus, France, Greece, Ireland, Italy, Latvia, Monaco, Malta, Netherlands, Slovenia, Albania, Austria, Bulgaria, Switzerland, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, United Kingdom, Croatia, Hungary, Iceland, Liechtenstein, Lithuania, Luxembourg, Macedonia, Norway, Poland, Portugal, Romania, Serbia, Sweden, Slovakia, San Marino, Turkey.

(2) Eurasian Patent Office - all 8 member states currently covered: Armenia, Azerbaijan, Belarus, Kyrgyzstan, Kazakhstan, Russian Federation, Tajikistan, Turkmenistan.

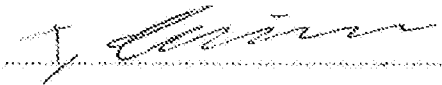
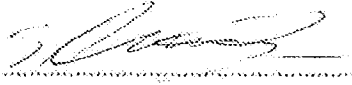
EXECUTED as a deed by the parties and delivered on the date set out at the head of this Deed.

Executed as a deed by JOHN PATRICK MANNING	
Signature of witness	
Name of witness	MARK FROST
Witness' address	ORCHARD BARN BECCLES ROAD HALE S
Witness' occupation	ENGINEER
Executed as a deed by HENRY MITCHELL	
Signature of witness	
Name of witness	
Witness' address	
Witness' occupation	
Executed as a deed by MMC FITTINGS LIMITED acting by TERENCE PATRICK CUMMINS, director	Director
Signature of witness	
Name of witness	
Witness' address	
Witness' occupation	

EXECUTED as a deed by the parties and delivered on the date set out at the head of this Deed.

Executed as a deed by JOHN PATRICK MANNING	
Signature of witness	
Name of witness	
Witness' address	
Witness' occupation	
Executed as a deed by HENRY MITCHELL	<i>Ha. Mitchell</i>
Signature of witness	<i>M. H. N. Shoosmith</i>
Name of witness	<i>MICHAEL HENRY NEIL SHOOSMITH</i>
Witness' address	<i>5/7 HARGREAVES STREET BURNLEY</i>
Witness' occupation	<i>SOLICITOR</i>
Executed as a deed by MMC FITTINGS LIMITED acting by TERENCE PATRICK CUMMINS, director	Director
Signature of witness	
Name of witness	
Witness' address	
Witness' occupation	

EXECUTED as a deed by the parties and delivered on the date set out at the head of this Deed.

Executed as a deed by JOHN PATRICK MANNING	
Signature of witness	
Name of witness	
Witness' address	
Witness' occupation	
Executed as a deed by HENRY MITCHELL	
Signature of witness	
Name of witness	
Witness' address	
Witness' occupation	
Executed as a deed by MMC FITTINGS LIMITED acting by TERENCE PATRICK CUMMINS, director	
Signature of witness	Director
Name of witness	
Witness' address	SAMUEL CUMMINS - 91, GROVE LANE, TIMPERLEY, WAIS-6PU
Witness' occupation	OPERATIONS MANAGER.