

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI29764

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Magnum Software Development Limited	12/27/2023
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Opus 2 International Limited
<b>Street Address:</b>	5th Floor, 5 New Street Square
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC4A 3BF
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	13783078
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	(650)843-4000
<b>Email:</b>	papatentdocket@morganlewis.com,elena.spackey@morganlewis.com
<b>Correspondent Name:</b>	David P. Bernstein
<b>Address Line 1:</b>	1400 Page Mill Road
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304
<b>ATTORNEY DOCKET NUMBER:</b>	137781-5001-US
<b>NAME OF SUBMITTER:</b>	Elena Spackey
<b>SIGNATURE:</b>	Elena Spackey
<b>DATE SIGNED:</b>	02/21/2024
<b>Total Attachments: 8</b>	
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**DATED**

27 December 2023

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**DEED OF ASSIGNMENT OF PATENTS**

**MAGNUM SOFTWARE DEVELOPMENT LIMITED**

and

**OPUS 2 INTERNATIONAL LIMITED**

THIS DEED is dated 27 December 2023

## **PARTIES**

- (1) Magnum Software Development Limited, a company incorporated and registered in England and Wales with company number 07543861, whose registered office is at 5 New Street Square, London, England, EC4A 3BF, United Kingdom (**Assignor**); and
- (2) Opus 2 International Limited, a company incorporated and registered in England and Wales with company number 05907841, whose registered office is at 5th Floor, 5 New Street Square, London, England, EC4A 3BF, United Kingdom (**Assignee**).

## **BACKGROUND**

- (A) The Assignor is the proprietor of the Patents (as defined below).
- (B) The Assignor has agreed to assign the Patents to the Assignee on the terms set out in this agreement.

## **AGREED TERMS**

### **1. INTERPRETATION**

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

#### **1.1 Definitions:**

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

**Business Hours:** the period from 9.00 am to 5.00 pm on any Business Day.

**Patents:** the patents, short particulars of which are set out in Schedule 1.

**VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

- 1.8 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as it is in force as at the date of this agreement.
- 1.9 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made at the date of this agreement under that legislation or legislative provision.
- 1.10 A reference to **writing** or **written** excludes fax but not email.
- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.12 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

## 2. ASSIGNMENT

In consideration of the sum of £317,085 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee, absolutely with full title guarantee, all its right, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents, including:

- (a) in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- (b) the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications.
- (c) the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
- (d) the right to bring, make, oppose, defend, 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 Patents or any patents granted on any of the applications in the Patents or filed as aforesaid, whether occurring before on or after the date of this agreement.

## 3. VAT

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or

deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

#### **4. WARRANTIES**

The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of the Patents and it is properly registered as the applicant or proprietor;
- (b) it has not assigned or licensed any of the rights under the Patents;
- (c) each Patent is free from any security interest, option, mortgage, charge or lien; and
- (d) all previous assignments of the Patents are valid and were registered within applicable time limits.

#### **5. FURTHER ASSURANCE**

At the Assignee's expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may be required for the purpose of giving full effect to this agreement, including:

- (a) registration of the Assignee as applicant for, or proprietor of, the Patents; and
- (b) assisting the Assignee in obtaining, defending and enforcing the Patents, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this agreement.

5.2 The Assignor appoints the Assignee to be its attorney in his name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement.

5.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this clause and the proprietary interest of the Assignee in the Patent and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.

5.4 Without prejudice to clause (b), the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:

- (a) take any action that this agreement requires the Assignor to take;
- (b) exercise any rights which this agreement gives to the Assignor; and

- (c) appoint one or more persons to act substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.

5.5 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

**6. WAIVER**

6.1 A waiver of any right or remedy is only effective if given in writing.

6.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**7. ENTIRE AGREEMENT**

7.1 This agreement constitutes the entire agreement between the parties.

7.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

**8. VARIATION**

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

**9. SEVERANCE**

9.1 If any provision or part-provision of this agreement 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 agreement.

9.2 If any provision or part-provision of this agreement is deemed deleted under clause 9.1, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**10. COUNTERPARTS**

10.1 This agreement 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.

10.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement. If either method of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the other with the "wet ink" hard copy original of their counterpart.

10.3 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

## **11. THIRD PARTY RIGHTS**

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

## **12. NOTICES**

12.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

12.2 Any notice be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9 a.m. on the second Business Day after posting.

12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this sub-clause, writing shall not include email.

## **13. GOVERNING LAW**

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



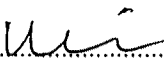
14. JURISDICTION

- 14.1 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement 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.

Executed as a deed by Magnum  
Software Dev Ltd acting by OLIVER  
CLARK, a director, in the presence of:


  
.....  
OLIVER CLARK  
Director

  
.....  
Signature of Witness

Witness Name: WILLIAM MORRIS  
Witness Address: 125 OLD BROAD STREET  
LONDON EC2N 1AR

Executed as a deed by Opus 2  
International Limited acting by  
OLIVER CLARK, a director, in the  
presence of:

  
.....  
OLIVER CLARK  
Director

  
.....  
Signature of Witness

Witness Name: WILLIAM MORRIS  
Witness Address: 125 OLD BROAD STREET  
LONDON EC2N 1AR

### **Schedule 1 Patents**

<b>Publication no</b>	<b>Date granted</b>	<b>Title</b>
GB 2 526 996	2 June 2021	Systems and methods for document and material management
US 9 424 281 B2	23 August 2016	Systems and methods for document and material management