

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT1108018

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SCIENCE TO BUSINESS LIMITED	12/12/2023
RECEIVING PARTY DATA	
Company Name:	THERMOTRAUMAPORT LIMITED
Street Address:	400 Harrow Road
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	W9 2HU
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17789995
CORRESPONDENCE DATA	
Fax Number:	
<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:	8642711592
Email:	docketing@dority-manning.com
Correspondent Name:	Matthew J. Sutch
Address Line 1:	Dority & Manning, P.A.
Address Line 2:	75 Beattie Place, Suite 1100
Address Line 4:	Greenville, SOUTH CAROLINA 29601
ATTORNEY DOCKET NUMBER:	MARKS-58-PCT-US
NAME OF SUBMITTER:	Tiffany Dye
SIGNATURE:	Tiffany Dye
DATE SIGNED:	03/20/2024
Total Attachments: 9	
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PATENT

REEL: 066841 FRAME: 0639

DATED

12th December 2023

(1) SCIENCE TO BUSINESS LIMITED

AND

(2) THERMOTRAUMAPORT LIMITED

INTELLECTUAL PROPERTY
ASSIGNMENT

 **irwinmitchell**

PATENT
REEL: 066841 FRAME: 0640

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This DEED is made on 12th December 2023

BETWEEN:

- (1) **SCIENCE TO BUSINESS LIMITED** a company incorporated in England and Wales under number 04089572 whose registered office is at 400 Harrow Road, London W9 2HU (“**Assignor**”); and
- (2) **THERMOTRAUMAPORT LIMITED** a company incorporated in England and Wales under number 09156687 whose registered office is at 400 Harrow Road, London W9 2HU (“**Assignee**”)

(each of the “**Assignor**” and the “**Assignee**” being a party and together the “**Assignor**” and the “**Assignee**” are the parties).

BACKGROUND

A The Assignor is the owner of certain intellectual property rights.

B The Assignor has agreed to assign such intellectual property rights to the Assignee and the Assignee has agreed to accept the assignment in accordance with the terms of this Deed.

THIS DEED PROVIDES:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by or is under common control with, another entity;

“**Assigned Rights**” means all Intellectual Property Rights in and relating to the Works (excluding, for the avoidance of doubt, the Research Contract but including the intellectual property rights referred to in clauses 15 and 16 of the Research Contract);

“**Authority**” means The Secretary of State for Health and Social Care of 39 Victoria Street, Westminster, London SW1H 0EU, acting through the Department of Health and Social Care;

“**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;

“**Consent Letter**” means the letter from the Authority consenting to the assignment contemplated by this Deed dated on or about the date of this Deed;

“**Intellectual Property Rights**” means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, domain names and all similar rights and, in each case:

- (a) whether registered or not,
- (b) including any applications to protect or register such rights,
- (c) including all renewals and extensions of such rights or applications,
- (d) whether vested, contingent or future and
- (e) wherever existing; and

“Research Contract” means the NIHR research contract (number NIHR200668) with a commencement date of 1 October 2019, made between (1) the Authority and (2) the Assignor (defined therein as the “Contractor”) together with variations to that contract dated 15 March 2022 and 17 October 2023;

“Works” means the development of a novel stretcher for emergency and critical care patient transfer which includes active warming, padding, X-ray transparency, foldability and a single-use cover.

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 includes each other gender;
- 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

In consideration of the sum of £1 paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged by the Assignor) (the **Consideration**),] the Assignor hereby assigns to the Assignee with full title guarantee all of its right, title and interest in and to the Assigned Rights together with (i) all goodwill associated with such Assigned Rights; and (ii) the right to sue in respect of every act of infringement of the Assigned Rights occurring prior to the date of this Deed.

3 MORAL RIGHTS

The Assignor shall, prior to the date of this Deed procure from all authors of any materials embodying any of the Assigned Rights written absolute waivers of any and all moral rights arising under the Copyright, Designs and Patents Act 1988 (and any broadly equivalent rights granted anywhere else in the world) and provide such written waivers to the Assignee on or before the date of this Deed.

4 FURTHER ASSURANCE

- 4.1 The Assignor agrees (at the Assignee's request) at its own cost to 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.
- 4.2 The Assignor hereby appoints the Assignee to be its attorney and to execute documents on its behalf and to do all things necessary or desirable to obtain the benefit of this Deed. This power of attorney is irrevocable and may not be revoked by the Assignor 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 Assignor to take.
- 4.3 The Assignee may appoint substitute attorney(s) as it sees fit to exercise the power of attorney granted under this clause 4.
- 4.4 The Assignor agrees 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 this clause 4.

5 WARRANTIES

- 5.1 The Assignor warrants and represents that:
 - 5.1.1 the Assignor has the right, power and authority to enter into this Deed and assign to the Assignee the rights contemplated in this Deed;
 - 5.1.2 the Assignor is the:
 - 5.1.2.1 registered proprietor of the registered Assigned Rights;
 - 5.1.2.2 proprietor of the unregistered Assigned Rights; and
 - 5.1.2.3 applicant under any applications to register any of the Assigned Rights;
 - 5.1.3 the Assignor has not by act or omission caused or permitted, and is not aware of, anything which might jeopardise the registration or enforceability or application for registration of the Assigned Rights;
 - 5.1.4 the Assignor has not, nor has any third party charged, assigned by way of security (or granted any security interest, option, mortgage or charge) or granted any licence or permission to use any Assigned Rights;
 - 5.1.5 so far as the Assignor is aware, the Assigned Rights are valid and subsisting and are not subject to any claims, proceedings, challenges or litigation (whether actual, pending or threatened) in relation to the ownership or validity of any of the Assigned Rights;

- 5.1.6 the Assigned Rights have not been commercialised under the ownership of the Assignor and will require significant investment and development before it can be commercialised which the Assignor is unable to provide; and
- 5.1.7 the services and business of the Assignor and the Assignee have at all times been carried on separately and there is a clear distinction between the business undertaken by and the services provided by the parties.
- 5.2 The Assignor shall indemnify the Assignee from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Assignee as a result of or in connection with any breach by the Assignor of any of the warranties given by it in this clause 5.
- 5.3 The Assignor shall, at the Assignee's request and at the Assignor's expense, provide all reasonable assistance to the Assignee to enable the Assignee to resist any claim, action, proceeding or litigation resulting from the breach of the warranties given by the Assignor in this clause 5.

6 CONFIDENTIAL INFORMATION

- 6.1 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 6.
- 6.2 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 6 as if it were a party.
- 6.3 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.

7 ENTIRE AGREEMENT

- 7.1 The parties agree that this Deed constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 7.2 Each party acknowledges that it has not entered into this Deed in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Deed, except in the case of fraudulent misrepresentation]. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Deed.

8 NOTICES

Notices under this Deed shall be in writing and sent by email to the email address of the parties as notified from time to time.

9 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.

10 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.

11 TRANSFER OF RIGHTS

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

11.2 Notwithstanding clause 11.1, 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 party 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.

12 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.

13 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.

14 THIRD PARTY RIGHTS

14.1 Subject to clause 14.2, no one other than a party to this Deed and, their successors and permitted assignees shall have any right to enforce any of its provisions.

14.2 The Authority may enforce the rights it has in respect of the Research Contract, including the intellectual property rights set out in clauses 15 and 16 of the Research Contract.

15 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.

16 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).

17 COUNTERPARTS

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.

IN WITNESS whereof this Deed has been executed and has been delivered on the date which appears on page 1.

Executed as a deed)
for and on behalf)
SCIENCE TO BUSINESS LIMITED)
by Mary Anne Cordeiro) Director

Name of witness: MICHAEL BETTINGSON

Signature of witness: M Bettingson

Address: 400 HARROW ROAD
WOODBURY WA 2114

Occupation: CHARGED ACCOUNTANT

Executed as a deed)
for and on behalf)
THERMOTRAUMAPORT LIMITED)
by Mary Anne Cordeiro) Director

Name of witness: MICHAEL BETTINGSON

Signature of witness: M Bettingson

Address: 400 HARROW ROAD
WOODBURY WA 2114

Occupation: CHARGED ACCOUNTANT

Ms M. Cordeiro

Last logged on 28 November 23 at 10:40

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Confirmation details

On Tuesday 12th December at 11:25 AM you paid:
£1.00

From your
BUSINESS ACCOUNT
30-99-50 21234368

To
SCIENCE TO BUSINES
20-38-83 20241040

Reference
IP ASSIGNED 121223

When
As soon as possible