

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI128660

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PowerOasis Limited	07/25/2018
RECEIVING PARTY DATA	
Company Name:	Silver Power Systems Limited
Street Address:	Thorney Weir House
Internal Address:	Thorney Mill Lane
City:	Iver
State/Country:	UNITED KINGDOM
Postal Code:	SL0 9AQ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8970160
CORRESPONDENCE DATA	
Fax Number:	9185954990
<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:	9185954800
Email:	iplaw@gablelaw.com
Correspondent Name:	Mr. David G. Woodral
Address Line 1:	Gable Gotwals
Address Line 2:	110 N. Elgin Avenue, Suite 200
Address Line 4:	Tulsa, OKLAHOMA 74120-1495
ATTORNEY DOCKET NUMBER:	012632_00013_GB_PCT_US
NAME OF SUBMITTER:	ELIZABETH STILL
SIGNATURE:	ELIZABETH STILL
DATE SIGNED:	03/28/2024
Total Attachments: 8	
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PATENT

REEL: 066935 FRAME: 0386

PowerOasis Contract & IP assignment

This deed is dated 25th July 2018

PARTIES

(1) **PowerOasis Limited incorporated** and registered in England and Wales with company number 06061984 whose registered office is at 52 Shrivenham Hundred Business Park, Majors Road, Watchfield, Swindon SN6 8TZ (Assignor)

(2) **Silver Power Systems Limited** incorporated and registered in England and Wales with company number 11456382 whose registered office is at The Mill House, 108-110 Coppermill Road, Wraysbury. TW19 5NS [REGISTERED OFFICE ADDRESS] (Assignee)

BACKGROUND:

(A) The Assignor is party to a contract with [REDACTED] for which it has received the payment for the work undertaken to date and payment in advance for work yet to be undertaken;

(B) The Assignor is in the process of ceasing its business and may be unable to complete its obligations to [REDACTED] in respect of such contract;

(C) The Assignee is willing to complete the works for [REDACTED], on the basis that it has transferred to it the required software and intellectual property rights, and for an agreed payment of monies for initial working capital expenses;

(D) The Assignee has agreed to assign all its rights under the [REDACTED] contract to the Assignee on the terms of this deed with effect herefrom and the Assignee has thereby agreed to perform all the Assignor's obligations under the [REDACTED] contract.

AGREED TERMS:

1. INTERPRETATION

1.1 In this deed the following words and phrases shall have the meaning set out alongside them:

Company Documentation: All and any documentation (whether in human or machine readable form) relating to the Software and Patents, including all:

- (a) operating manuals, user instruction manuals and training materials; and
- (b) documents associated with the creation, design, development or modification of the Company Software and/or Patents, including technical or functional specifications, flow charts, algorithms, architectural diagrams, data models, build instructions, testing or configuration documentation and technical data.

Company Patents: the applications for and registrations of the patents short particulars of which are set out in the Appendix hereto;

Company Software: any and all Company-owned software, together with all updates, upgrades, releases and versions thereof including:

- (c) the source code and object code; and
- (d) all other works or material recorded or embodied in the software, including the audio or visual content in any screen displays in the user interface;

Confidential Information: all information relating to or comprised in the Company Software, Company Patents or Company Documentation which is not public knowledge and has not been disclosed to third parties, including all know-how and trade secrets;

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world, together with any and all edits, modifications, derivations, iterations, additions, adaptations and/or versions of any of the same;

██████████ **Contract:** the contract between the Assignor and ██████████ Limited for the development, integration and testing of a ██████████ off-grid solar power ice cream freezer prototype dated 2nd February 2018;

1. ASSIGNMENT

1.1 In consideration for the Assignee agreeing to undertake the burden of the ██████████ Contract the Assignor hereby (with effect from the date of this deed):

1.1.1 pays to the Assignee the sum of \$ ██████████ + VAT (receipt of which the Assignee hereby acknowledges);

1.1.2 assigns to the Assignee absolutely with full title guarantee all its rights, title, interest, and benefit in and to the ██████████ Contract; and

- (a) the benefit in and to the ██████████ Contract;
- (b) any and all Intellectual Property Rights in the Software and Company Documentation
- (c) all rights in and to the Confidential Information and the full unfettered and exclusive right throughout the world to use the Confidential Information for any purpose whatsoever
- (e) all rights in and to the Company Patents; and

- (f) all related rights and powers arising or accrued, including 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 Rights, whether occurring before, on, or after the date of this agreement.

2. INDEMNITY

2.1 The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages or losses (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) suffered or incurred by the Assignee arising out of or in connection with the [REDACTED] Contract prior to the date of this deed, any breach by the Assignor of its obligations under clause 1 above, or the enforcement of this deed.

2.2 The Assignee shall indemnify the Assignor against all liabilities, costs, expenses, damages and losses that the Assignor suffers or incurs under or in connection with the [REDACTED] Contract after the Effective Date as a result of the Assignee's failure to perform or satisfy the obligations it assumes under this deed, except to the extent that such losses, damages or costs arise as a result of the Assignor's failure to perform or satisfy its obligations under the [REDACTED] Contract before that date.

3. 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 to give full effect to this deed.

4. 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 terms, whether pursuant to the Contracts (Rights of Third Parties) Act 1999, at common law or otherwise.

5. GOVERNING LAW AND JURISDICTION

5.1 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.

5.2 Each party irrevocably agrees that the courts of England and Wales 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.

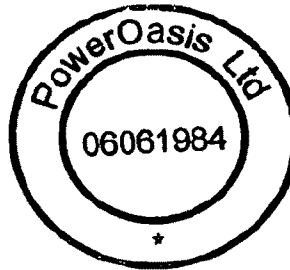
PowerOasis Contract & IP assignment

Executed as a deed by

PowerOasis Limited

acting by *Jo Finch*

a director, in the presence of:



..... *Julie Ronffiac*

Witness

Witness name:



Witness address:



Executed as a deed by

Silver Power Systems Limited

acting by *Bing*

a director, in the presence of:

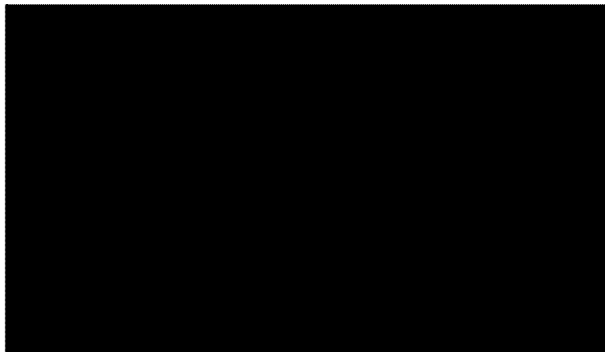
..... *Paul*

Witness



Witness name:

Witness address:



APPENDIX A
Company Software & Company Documentation

A NAS storage device has been created that contains the Company Software & Company Documentation.

This NAS storage has a static IP address 172.27.104.103 and port 5000. The Synology NAS credentials are: Admin/Sw1nd0n2018!

Company Documentation

<http://172.27.104.103:5000/Company Data/Config Control/Released Data Sets>
This contains all the released product hardware build instructions.

<http://172.27.104.103:5000/Customers>
This contains Design Specifications, Project Plans, Presentations and applicable testing results of the different projects.

Company Software

Development System Backups <http://172.27.104.103:5000/Development>
controller_releases
SERVERFTPBackup (20180616)
250/db
250/Jira
250/SVN
250/wiki
250/db
246/Bugz
backups/Hosted Server Backup
backups/Demo Server Backup
NOTICE – backups are password protected!
See “Company Data/Engineering/Wiki-Export/ProductionServersAdmin.pdf”

<http://172.27.104.103:5000/DevShare>
Development Build Backups (firmware & software)
Hardware Tools Backups

Development Tool Details <http://172.27.104.103:5000/Company Data>
Development Wiki
Atlassian Confluence - version 4.2.12
Export to HTML – “Company Data/Engineering/Wiki-Export”

Issue Tracker
Bugzilla – version 4.2.4

PowerOasis Contract & IP assignment

Code Configuration Management
Apache SVN – version 1.6.6
(runs on 250 server - Ubuntu 2.6.32)

Continuous Integration Server
Atlassian Bamboo – version 5.8.1

Test Tracker
Atlassian JIRA – version v6.2.2#6258-sha1:65ffb43
Add-on: Zephyr for Jira – version v2.6.3.26302127
Add-on: Zapi – version v1.6.0.16002096

Customer Documentation
DreamWeaver
Files stored in SVN, Software repository.

New Manager Server (AWS)

Admin Details:
See “Company Data/Engineering/Wiki-Export/InternalServerAdmin.pdf”

Amazon Web Service (AWS) –
Amazon AWS (<https://console.aws.amazon.com/console/home>)
User name - xpoweroasis@gmail.com
PWD – see Wiki

(Notice – still requires credit card for very small monthly fee, due to traffic usage)
Use RDS (Aurora, db.t2.medium)
Use ECx (m3.large) with Centos6.5
Amazon Aurora, licence included in service fee, which is MySQL compatible,
excepting support on MyIASM tables.

To access AWS Manager –
<https://silverpoweroperations.com>

PowerOasis Web domains and DNS

www.123-reg.co.uk
User: xpoweroasis@gmail.com
PWD – sent to xpoweroasis@gmail.com

PowerOasis Contract & IP assignment

APPENDIX B
Patents

PwO - IP Assignment - Patent Appendix.xlsx

UK	USA	Europe	PCT
SUPERVISORY SYSTEM CONTROLLER <u>P341GB21</u> UK Patent No. 2 472 957 Granted	SUPERVISORY SYSTEM CONTROLLER <u>P341US21</u> US Patent Serial No. 12/950,741 Granted	MANAGING PROJECTED POWER OUTAGE <u>P3413EP</u> European Patent EP2508030B1 Granted	EMERGENCY REPORTING SCHEME <u>P10088WO</u> PCT Patent Application No. PCT/GB2014/051057
SUPERVISORY SYSTEM CONTROLLER <u>P341GB21D1</u> UK Patent No. 2 449 346 Granted	MANAGING PROJECTED POWER OUTAGE <u>P3413US</u> US Patent No. 8,489,154 Granted	COULOMB COUNTING <u>P3414EP</u> European Patent Application EP11709754.3 Abandoned (as we have UK and US)	
SUPERVISORY SYSTEM CONTROLLER <u>P341GB21D2</u> UK Patent No. 2 499 345 Granted	COULOMB COUNTING <u>P3414US</u> US Patent Serial No. US20130038292A1 Granted	POWER ARBITRAGE (GRID TIE) <u>P3776GBEP</u> European Patent Application EP13150267.6 Application pending	POWEROASIS TRADE MARKS <u>P10104GB</u> T10104GB Granted
MANAGING PROJECTED POWER OUTAGE <u>P3413GB</u> UK Patent No. 2 489 145 Granted	POWER ARBITRAGE (GRID TIE) <u>P3776GBUS</u> US Patent Serial No. 13/734,859 Application pending	HYBRID BATTERY CONTROL European Patent Application 13727318.1 Abandoned (as we have UK and US)	POWEROASIS IN THE UK <u>T10104US-A</u> Granted
COULOMB COUNTING <u>P3414GB</u> UK Patent No. 2 490 295 Granted	HYBRID BATTERY CONTROL <u>P3883WOUS</u> US Patent Serial No. 14/398,706 Granted	BATTERY AS A SERVICE EP Patent Serial No. EP2982155A1 Application pending	
HYBRID BATTERY CONTROL <u>P3883GB00</u> UK Patent 2,501,751 Granted	BATTERY AS A SERVICE <u>P10088WOUS</u> US Patent Serial No. US20160043814A1 Application pending		
Smart Lead Acid Battery. UK Patent Application No. 1522657.4 Application pending			
Configurable Battery Module UK Patent Application No. 1522658.2 Application pending			
Multi-module battery control UK Patent Application No. 1522655.8 Application pending			