

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PATI128822

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	PowerOasis Limited	07/25/2018
<b>RECEIVING PARTY DATA</b>		
<b>Company Name:</b>	Silver Power Systems Limited	
<b>Street Address:</b>	Thorney Weir House	
<b>Internal Address:</b>	Thorney Mill Lane	
<b>City:</b>	Iver	
<b>State/Country:</b>	UNITED KINGDOM	
<b>Postal Code:</b>	SL0 9AQ	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	8489154
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	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>		
<b>Phone:</b>	9185954800	
<b>Email:</b>	iplaw@gablelaw.com	
<b>Correspondent Name:</b>	Mr. David G. Woodral	
<b>Address Line 1:</b>	Gable Gotwals	
<b>Address Line 2:</b>	110 N. Elgin Avenue, Suite 200	
<b>Address Line 4:</b>	Tulsa, OKLAHOMA 74120-1495	
<b>ATTORNEY DOCKET NUMBER:</b>	012632_00014_GB_PCT_US	
<b>NAME OF SUBMITTER:</b>	ELIZABETH STILL	
<b>SIGNATURE:</b>	ELIZABETH STILL	
<b>DATE SIGNED:</b>	03/28/2024	
<b>Total Attachments: 8</b>		
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## PowerOasis Contract & IP assignment

This deed is dated 25<sup>th</sup> 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 2<sup>nd</sup> 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.

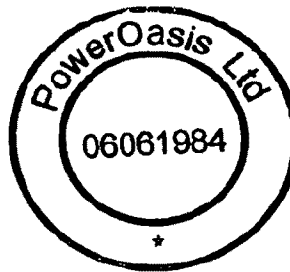
PowerOasis Contract & IP assignment

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:

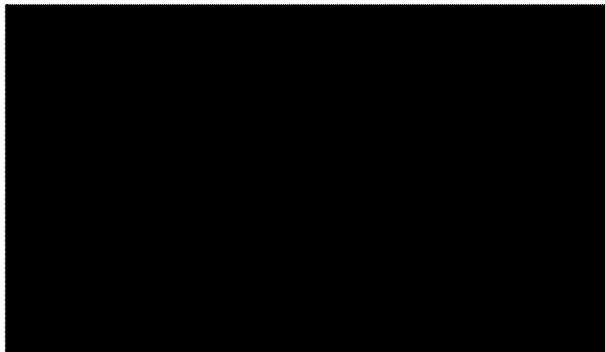
..... *Paul*

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](mailto: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](http://www.123-reg.co.uk)  
User: [xpoweroasis@gmail.com](mailto:xpoweroasis@gmail.com)  
PWD – sent to [xpoweroasis@gmail.com](mailto:xpoweroasis@gmail.com)



PowerOasis Contract & IP assignment

**APPENDIX B**  
**Patents**

PwO - IP Assignment - Patent Appendix.xlsx

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