

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI460103

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROCKLEY PHOTONICS, INC.	05/25/2022
RECEIVING PARTY DATA	
Company Name:	ROCKLEY PHOTONICS LIMITED
Street Address:	1 Ashley Road, 3rd Floor
City:	Altrincham, Cheshire
State/Country:	UNITED KINGDOM
Postal Code:	WA14 2DT
PROPERTY NUMBERS Total: 1	
Property Type	Number
PCT Number:	IB2022000029
CORRESPONDENCE DATA	
Fax Number:	6265778800
<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:	6267959900
Email:	pto@lewisroca.com
Correspondent Name:	Rachel A. Villalobos
Address Line 1:	LEWIS ROCA ROTHGERBER CHRISTIE LLP
Address Line 2:	P.O. Box 29001
Address Line 4:	Glendale, CALIFORNIA 91209-9001
ATTORNEY DOCKET NUMBER:	216925 (RPAT178US)
NAME OF SUBMITTER:	Rachel Villalobos
SIGNATURE:	Rachel Villalobos
DATE SIGNED:	08/28/2024
Total Attachments: 8	
source=216925_AssignmentFromRPItoRPL#page1.tiff	
source=216925_AssignmentFromRPItoRPL#page2.tiff	
source=216925_AssignmentFromRPItoRPL#page3.tiff	
source=216925_AssignmentFromRPItoRPL#page4.tiff	
source=216925_AssignmentFromRPItoRPL#page5.tiff	

source=216925_AssignmentFromRPtoRPL#page6.tiff

source=216925_AssignmentFromRPtoRPL#page7.tiff

source=216925_AssignmentFromRPtoRPL#page8.tiff

PATENT

REEL: 068432 FRAME: 0775

**ASSIGNMENT OF INTELLECTUAL PROPERTY
and INTELLECTUAL PROPERTY RIGHTS**

This Assignment of Intellectual Property and Intellectual Property Rights ("**Agreement**") is made and entered into upon this 25th day of May, 2022 ("**Effective Date**") by and between:

- (1) **ROCKLEY PHOTONICS, INC.**, a Delaware corporation having its office located at 234 E Colorado Boulevard, Suite 600, Pasadena, California 91101 (the "**Assignor**"); and
- (2) **ROCKLEY PHOTONICS LIMITED**, a limited liability company incorporated in England and Wales with company number 08683015 and having its registered office at 3rd Floor, 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT (the "**Assignee**").

Background:

- (A) Assignor is the owner of the Intellectual Property and the corresponding Intellectual Property Rights (as defined below);
- (B) Assignor is a wholly owned subsidiary of Assignee; and
- (C) Assignor has agreed to assign the Intellectual Property and the corresponding Intellectual Property Rights to Assignee on the terms and conditions delineated in this Agreement.

1. Definitions And Interpretation

In this Agreement:

- 1.1 The following words and expressions have the following meanings unless the context otherwise requires:

"Intellectual Property"

means, with respect to Assignor, any created or developed technology, invention, process, method, algorithm, idea, routine, model, methodology, user interface, application programming interface, apparatus, circuit design and assembly, gate array, net list, test vector, network configuration and architecture, form of matter, device, machine, software, source or object code, software compilation, data, databases and collections of data, databases processes, prototypes, schematics, test methodologies, development work, tools, document, written work or work of authorship, drawing, graphical work, work created in an electronic medium, trade secret, confidential and proprietary information, trademark, service mark, design logo, domain name, or any other

form of creativity in each case whether or not embodied in any tangible medium of expression and is protected and enforceable under any Intellectual Property Rights (as defined below) recognized in any jurisdiction throughout the world, and including all tangible embodiments of the foregoing, such as instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries.

“Intellectual Property Rights”

means, with respect to Assignor, all industrial, Intellectual Property and related priority rights protected, created arising under the laws of any nation or jurisdiction in the world or under any international treaty for (i) all rights in all classes or types of patents, including, without limitation, utility models, utility patents and design patents, patent applications and disclosures, and any extensions, including any ensuing foreign national or regional patent applications, and any and all patents that may issue from any patent applications, including any and all provisionals, reissues, extensions, renewals, registrations, validations, re-examinations, substitutions, divisionals, continuations, or continuations-in-part of or to any patent applications, and the right to claim priority therefrom, rights to all and any of the inventions disclosed in the patents, rights in designs (whether registered or unregistered); (ii) all copyrights, rights in works of authorship (including software), mask works, neighbouring and related rights, all sub-rights of copyright, and all moral rights in both published and unpublished works, and including all corresponding registrations and applications therefor and extensions and renewals in connection therewith; (iii) all rights in trademarks and service marks and trade names, logos, slogans, domain names and trade dress, whether registered or unregistered and all corresponding registrations and applications therefor, and all renewals therewith, together with all goodwill relating thereto, and including all unregistered trademarks and service marks, goodwill and the right

to sue for passing off or unfair competition; (iv) all rights in know-how, trade secrets, and confidential, technical and non-technical information, including database rights, rights in business and trade relationships, and (v) all rights in all other Intellectual Property and industrial rights recognized in any jurisdiction in the world, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection having equivalent or similar effect anywhere in the world, which currently subsist or will subsist in the future in any part of the world, including all claims, causes of action, remedies and rights to sue for and collect damages for past, present or future infringement, misappropriation or other violation of the foregoing and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to such infringement, misappropriation, dilution or other violation of any of the foregoing.

“VAT”

value added tax or any equivalent tax chargeable in the UK.

- 1.2 All headings are for ease of reference only and will not affect the construction or interpretation of this Agreement.
- 1.3 Unless the context otherwise requires:
 - 1.3.1 references to the singular include the plural and vice versa and references to any gender include every gender; and
 - 1.3.2 references to a “person” include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality).
- 1.4 Assignor and Assignee are each a **“party”** to this Agreement, and together they are the **“parties.”**
- 1.5 References to “in writing” include facsimile and e-mail.
- 2. Assignment

- 2.1 As of the Effective Date, in consideration of the payment of £10 (ten pounds) by Assignee to Assignor (receipt of which is hereby acknowledged) Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, absolutely and with full title guarantee of Assignor's right, title and interest in and to (including, all legal ownership and all equitable rights), retroactive to the date on which Assignor came into existence and prospective into the future until this Agreement is terminated, to each and all of the following:
- 2.1.1 all of Assignor's Intellectual Property and all corresponding Intellectual Property Rights invoked by and/or applicable to such Intellectual Property, along with and including the full and exclusive benefit of each of the Intellectual Property Rights, and, in addition, including all statutory and common law rights and the right to sue for past, present or future infringements, misappropriations, dilution, violations or other misuse and the rights and to retain and collect any damages or other benefit obtained as a result of such action;
 - 2.1.2 the absolute entitlement to any registrations granted pursuant to any of the applications, whether past, present or future, comprised in the registered patents, registered designs, registered trademarks and any other registered Intellectual Property Rights developed, acquired or otherwise obtained by the Assignor prior to the date of this Agreement;
 - 2.1.3 all goodwill inherent in or attaching to Assignor's Intellectual Property and all that part of the Assignor's business that relates to the goods and/or services in respect of which Assignor's Intellectual Property is registered or used; and
 - 2.1.4 the right to sue, bring, make, oppose, defend, appeal any proceedings, claims, causes of actions, or remedies and obtain relief (and to retain and collect any damages recovered) in respect of any infringement, misappropriation, violation, dilution, unauthorized use, misuse, or any other cause of action arising from Assignor's ownership of Assignor's Intellectual Property and the corresponding Intellectual Property Rights invoked by and/or applicable to such Intellectual Property, whether occurring before, on, or after the Effective Date.
- 2.2 Insofar as any of the Assignor's Intellectual Property Rights do not vest in the Assignee automatically by operation of law on the date of this Agreement pursuant to the assignment in Section 2.1, the Assignor shall:
- 2.2.1 hold legal title in such Intellectual Property Rights, including in any relevant future Intellectual Property Rights not yet in existence, which do not so vest and/or are not immediately assigned ("**Retained IP**") on trust for the Assignee, with such legal title passing automatically to the Assignee when the Retained IP is granted or otherwise comes into existence; and
 - 2.2.2 use reasonable endeavours to execute and deliver such documents and perform such acts as may be required to perfect the Assignee's interest in the Retained IP.

All of the foregoing as delineated in Sections 2.1 and 2.2 shall be referred to hereinafter as the “**Assignment.**”

2.3 Assignor hereby waives, now and forever, any and all moral rights Assignor may have in any of the Intellectual Property assigned to Assignee under this Agreement.

2.4 Assignor covenants that Assignee will have quiet possession of any and all goodwill inherent in or attaching to the Intellectual Property and to the corresponding Intellectual Property Rights invoked by and/or applicable to such Intellectual Property, uninterrupted or disturbed by the Assignor or any person claiming under or in trust for it.

2.5 As further assurance, Assignor will, at its own cost and expense:

2.5.1 execute all such documents and do all such acts and things; and

2.5.2 use reasonable endeavours to procure that all relevant third parties execute all such documents and do all such acts and things,

as Assignee may reasonably request from time to time in order to give full effect to the Assignment and to all provisions of this Agreement (including the rights given under it), including vesting fully in the Assignee the full right, title and interest in and to all of the Intellectual Property and in and to all of the corresponding Intellectual Property Rights invoked by or applicable to such Intellectual Property.

3. Assignor's Representations and Warranties

3.1 Assignor represents and warrants:

3.1.1 that Assignor has full authority to enter into this Agreement and to make the Assignment delineated herein, both retroactive to the date on which Assignor came into existence and prospective to the future date on which Assignor shall cease to exist; and

3.1.2 that Assignor has made no other contract, license, assignment, transfer, conveyance, or agreement which would impede, impair, or restrict Assignee's ownership of all legal and equitable rights in and to the Intellectual Property and in and to all corresponding Intellectual Property Rights invoked by and/or applicable to such Intellectual Property.

4. Value Added Tax

Any sum due or payable under this Agreement is inclusive of VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority).

5. Entire Agreement

5.1 This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

- 5.1.1 neither party has entered into this Agreement in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person) which is not expressly set out in this Agreement;
- 5.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into this Agreement and which is expressly set out in this Agreement will be for breach of contract; and
- 5.1.3 nothing in this Section 5 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

6. No Waiver

A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that right or any other right or remedy by a party, nor will the single or partial exercise of a right or remedy by a party prevent or restrict the further exercise of that or any other right or remedy by a party. A waiver of any right, remedy, breach or default by a party will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given, and it will not constitute a waiver of any other right, remedy, breach or default.

7. Severance

If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Agreement and this will not affect the remainder of this Agreement which will continue in full force and effect.

8. No Partnership Or Agency

Nothing in this Agreement and no action taken by the parties in connection with it will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

9. Independent Contractors

Each party agrees that it is an independent contractor and is entering into this Agreement as principal and not as agent for or for the benefit of any other person.

10. Counterparts

This Agreement may be executed in counterparts, each of which will constitute an original, but which will together constitute one agreement.

11. No Third-Party Rights

The parties do not intend that any term of this Agreement will be enforceable by any person who is not a party.

12. Governing Law

This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

13. Jurisdiction

13.1 Subject to Section 13.2, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations).

13.2 Any party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

13.3 Subject to Section 13.2, each party waives any objection to, and agrees to submit to, the jurisdiction of the courts of England and Wales.

//

//

//

//

//

//

// { *Signature page follows* }

//

//

//

//

//

//

//

//

//

Consented to, mutually agreed, and signed by or on behalf of each party by an authorized signatory of such party with the explicit intention that this Agreement shall be operative as of the Effective Date.

Assignor:

ROCKLEY PHOTONICS INC.

By:  D7BFE4C2E993472...

Date: May 25, 2022

Name: Dr Andrew George Rickman

Title: Director

Assignee:

ROCKLEY PHOTONICS LIMITED

By:  D7BFE4C2E993472...

Date: May 25, 2022

Name: Dr Andrew George Rickman

Title: Director