

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI527906

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Y3K (Europe) Limited	06/01/2019
Paul Singh	06/01/2019
RECEIVING PARTY DATA	
Company Name:	Smart Witness EMEA Limited
Street Address:	Unit 2, Valley Point Industrial Estate
Internal Address:	Beddington Farm Road
City:	Croydon
State/Country:	UNITED KINGDOM
Postal Code:	CRO 4WP
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29591129
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:	5093249256
Email:	stephen.morehead@LeeHayes.com
Correspondent Name:	Stephen Morehead
Address Line 1:	601 W Riverside Ave # 1400
Address Line 4:	Spokane, WASHINGTON 99201
ATTORNEY DOCKET NUMBER:	D1497/Y3K/D-US
NAME OF SUBMITTER:	Stephen Morehead
SIGNATURE:	Stephen Morehead
DATE SIGNED:	09/27/2024
Total Attachments: 11	
source=Y3K IP Assignment Deed#page1.tiff	
source=Y3K IP Assignment Deed#page2.tiff	
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Dated

2019

Y3K (Europe) Limited
and
Paul Singh
and
Smart Witness EMEA Limited

Deed of Assignment of Intellectual Property Rights

Teacher Stern LLP 37-41 Bedford Row London WC1R 4JH

+44 (0)20 7242 3191 177 Chancery Lane www.teacherstern.com

Contents

1. Interpretation..... 1

2. Assignment..... 2

3. VAT 3

4. Warranties 3

5. Moral rights 3

6. Further assurance of the Assignee 3

7. Waiver 3

8. Entire agreement 3

9. Variation 4

10. Severance 4

11. Counterparts 4

12. Third party rights 4

13. Notices..... 4

14. Governing law..... 5

15. Jurisdiction..... 5

Schedule 1 – Intellectual Property Rights..... 6

Deed

Dated

2019

Between

- (1) Y3K (Europe) Limited incorporated and registered in England and Wales with company number 03924841 whose registered office is at Unit 2, Valley Point Industrial Estate, Beddington Farm Road, Croydon, CR0 4WP (**Y3K**);
 - (2) Paul Singh of 17 Rose Walk, Purley, CR8 3LJ (**PS**),
- (each of Y3K and PS together being the **Assignors**); and
- (3) Smart Witness EMEA Limited incorporated and registered in England and Wales with company number 10284027 whose registered office is at Unit 2, Valley Point Industrial Estate, Beddington Farm Road, Croydon, CR0 4WP (**Assignee**).

Background

- (A) Each of Y3K and PS owns the intellectual property rights set out in Part 1, Part 2 and has the contractual right to the domains in Part 3 of Schedule 1 respectively (the **Intellectual Property Rights**).
- (B) The Assignors have agreed to assign to the Assignee the Intellectual Property Rights and/or all Rights (as defined below) in such Intellectual Property Rights on the terms set out in this agreement.

Operative Provisions:

1. Interpretation

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

1.1 Definitions:

Assigned Rights	all the Rights to and/or otherwise embodied in the Intellectual Property Rights;
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, 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 which subsist or will subsist now or in the future in any part of the world; and

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 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms 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 Schedule.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Assignment

- 2.1 In consideration of the sum of £34,094.81 plus VAT (as set out in Schedule 1) which has been paid in full by the Assignee and which the Assignors acknowledge receipt of, the Assignors hereby assign to the Assignee absolutely with full title guarantee all their right, title and interest in and to the Assigned Rights, including:
 - 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications set out in Schedule 1; and
 - 2.1.2 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 Assigned Rights 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 Assignors, 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 Assignors shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

4. Warranties

4.1 The Assignors warrant that:

4.1.1 neither has licensed or assigned any of the Assigned Rights; and

4.1.2 the Assigned Rights are free from any security interest, option, mortgage, charge or lien.

5. Moral rights

The Assignors waive absolutely their moral rights (if any) arising under the Copyright, Designs and Patents Act 1988 in relation to the Intellectual Property Rights and, so far as is legally possible, any broadly equivalent rights the Assignors may have in any territory of the world.

6. Further assurance of the Assignee

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

6.1.1 registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and

6.1.2 assisting the Assignee in obtaining, defending and enforcing the Assigned Rights.

7. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

8. Entire agreement

8.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8.2 Each party agrees that it shall have no remedies in respect of 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.

9. Variation

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

10. Severance

10.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

10.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, 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.

11. Counterparts

11.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

11.2 Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

12. Third party rights

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.

13. Notices

13.1 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).

13.2 Any notice shall be deemed to have been received:

13.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

13.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

13.3 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.

13.4 A notice given under or in connection with this agreement is not valid if sent by email.

14. Governing law

This agreement 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.

15. Jurisdiction

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 agreement or its subject matter or formation.

In Witness whereof this agreement has been executed as a Deed and Delivered on the date first above written

Schedule 1 – Intellectual Property Rights

Reference	Case Type	Title/Mark	Application	Grant/Registration	Country (Code)	Status (Condition)	Notes	Cert	Value in GBP
Part 1 – Y3K (Europe) Limited									
D1497/Y3K/D-AU	Design	SmartWitness	201710271 18-Jan-2017	201710271 08-Feb-2017	Australia (AU)	Granted (Live)	SmartWitness Dash Cam	Granted	1220.00
D1497/Y3K/D-CN	Design	SmartWitness	2017300192152 18-Jan-2017	ZL2017300192152 28-Jul-2017	China (CN)	Granted (Live)	SmartWitness Dash Cam	Cert	1755.00
D1497/Y3K/D-EU	Design	SmartWitness	003617927 11-Jan-2017	003617927-0001 16-Feb-2017	European Community (EU)	Granted (Live)	SmartWitness Dash Cam	Granted	850.00
D1497/Y3K/D-GB	Design	SmartWitness Registered Design	5003995 19-Jul-2016	5003995 06-Dec-2016	United Kingdom (GB)	Granted (Live)	SmartWitness Dash Cam	Cert	120.00
D1497/Y3K/D-IN	Design	SmartWitness	289976 11-Jan-2017	289976 11-Jan-2017	India (IN)	Granted (Live)	SmartWitness Dash Cam	Cert	1110.00
D1497/Y3K/D-KR	Design	SmartWitness	30-2017-0003057 18-Jan-2017	0930357 02-Aug-2017	Korea, Republic (KR)	Granted (Live)	SmartWitness Dash Cam	Granted	1390.00
D1497/Y3K/D-TW	Design	SmartWitness Registered Design	106300289 18-Jan-2017	D187812 11-Jan-2018	Taiwan (TW)	Granted (Live)	SmartWitness Dash Cam	Cert	1664.21
D1497/Y3K/D-US	Design	SmartWitness	29/591129 17-Jan-2017	D819,111 S 29-May-2018	United States of America (US)	Granted (Live)	SmartWitness Dash Cam	Cert	2640.60
P1507/Y3K/D-GB	Patent	Smart Witness	GB1614512.0 25-Aug-2016		United Kingdom (GB)	Published (Live)	SmartWitness Dash Cam	Granted	3750.00

T1691/Y3K/D-GB	Trade Mark	Smart device class 9	UK00003244286 18-Jul-2017	UK00003244286 08-Dec-2017	United Kingdom (GB)	Granted (Live)	SMART	Cert	500.00
T112792.EM-01	Trade Mark	SMART WITNESS	008704512	008704512 23/11/2009	European Community (EU)	Granted		Cert	2850.00
T112792.GB	Trade Mark	SMART WITNESS	2518383	2518383 15/06/2009	United Kingdom (GB)	Granted		Cert	1600.00
P160232.GB.01	Patent	Driving Event Notification	2517126B	2517126B 20/05/2015	United Kingdom (GB)	Granted		Cert	8898.33
UD 3858/UAE	Trade Mark	SMART WITNESS	162200	162200 25/03/2012	United Arab Emirates (UAE)	Granted		Cert	2339.26

Part 2 – Paul Singh

Reference	Case Type	Title/Mark	Application	Grant/Registration	Country (Code)	Status (Condition)	Notes	Cert	Consideration payable by Assignee in GBP
UD 7180	Trade Mark	SMARTWITNES S & device - Class 35	86376920	Amrit Paul Singh	USA	Registered	8/26/2014	Cert	2074.07
UD 7905	Trade Mark	SMARTWITNES S & device - 9	16776859	Amrit Paul Singh	China	Under examination	4/22/2015	Cert	1333.33

Part 3 - Domains

www.smartwitness.com									
www.smartwitness.co.uk									
								Total Value	£34,094.81

June 1, 2019

Executed and Delivered as a Deed by Y3K (Europe) Limited acting by one director in the presence of:

Sign here



Director

Witness Signature:

Witness Name:

Address: Unit 2, Valley Point Industrial Estate, Beddington Farm Road, Croydon, CR0 4WP

Occupation:

June 1, 2019

Executed and Delivered as a Deed by Paul Singh in the presence of:

Sign here



Paul Singh

Witness Signature:

Witness Name:

Address:

Occupation:

June 1, 2019

Executed and Delivered as a Deed by Smart Witness EMEA Limited acting by one director in the presence of:

Sign here



Director

Witness Signature:

Witness Name:

Address: SmartWitness EMEA Limited, Unit 2, Valley Point Industrial Estate, Beddington Farm Road, Croydon, CR0 4WP

Occupation:

