

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI534508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
THE UNIVERSITY OF MANCHESTER			03/05/2024
RECEIVING PARTY DATA			
Company Name:	MUMAC LIMITED		
Street Address:	Brookside Farm, Torkington Road		
Internal Address:	Hazel Grove, Stockport		
City:	Cheshire		
State/Country:	UNITED KINGDOM		
Postal Code:	SK7 6NR		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Patent Number:	9526413		
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:	3172371157		
Email:	intead@faegredrinker.com		
Correspondent Name:	William S. Meyers		
Address Line 1:	300 North Meridian Street, Suite 2500		
Address Line 2:	Faegre Drinker Biddle & Reath LLP		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	HGF-0012-01-US		
NAME OF SUBMITTER:	Christine Wright		
SIGNATURE:	Christine Wright		
DATE SIGNED:	10/01/2024		
Total Attachments: 10			
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Dated 5 March 2024

(1) THE UNIVERSITY OF MANCHESTER

(2) MUMAC LIMITED

Assignment of Intellectual Property

THIS ASSIGNMENT is made on 5 March 2024

BETWEEN

- (1) **THE UNIVERSITY OF MANCHESTER** (a Royal Charter corporation registered under number RC000797, an exempt charity) of Oxford Road, Manchester, M13 9PL ("**University**")
- (2) **MUMAC LIMITED**, incorporated in England (registered number 10486265), having its registered office at Brookside Farm, Torkington Road, Hazel Grove, Stockport, Cheshire, SK7 6NR ("**Assignee**")

OPERATIVE PROVISIONS

1. **INTERPRETATION**

- 1.1 In this Assignment the following expressions have the following meanings unless inconsistent with the context:

"Academics"	Ian Murray, David Carden and Jeremiah Kelly
"Assigned IP"	the Intellectual Property specified in Schedule 1
"Business Day"	any day other than Saturday and Sunday or a bank or public holiday in England
"Claimant"	has the meaning set out in clause 6.7
"Commercialise"	to exploit or commercialise in any form, including assignment, licensing or the disposal of any other interest, whether in return for cash or payment in kind or any other form of value, in each case whether alone or in collaboration with a third person
"Effective Date"	the date of this Assignment
"Intellectual Property"	patents, trade marks, copyright, database rights, design rights, registered designs, know-how, and all other intellectual property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each case all rights and forms of protection having equivalent and similar effect anywhere in the

world

"Innovation Factory"	means University of Manchester Innovation Factory Limited, CTF Building, 46 Grafton Street, Manchester M13 9NT (registered number 05177409).
"Investors"	Deepbridge Capital LLP, Deepbridge House Honeycomb East, Cheser Business Park, Chester, Cheshire, CH4 9QN (registered number OC356449)
"Shareholders' Agreement"	The supplemental subscription and shareholders' agreement dated 11 October 2023 between the Academics, the Innovation Factory, Vivolution, the Investors and the Assignee which replaces and supersedes the shareholders' agreement dated 10 April 2019 and the supplemental subscription and shareholders' agreement dated 4 April 2022
"Vivolution"	Vivolution Holdings Limited, 2/2 14 Mitchell Lane, Glasgow, Scotland, G1 3NU (registered number SC642718)

- 1.2 References in this Assignment to a statute or statutory provision shall, unless the context otherwise requires include any statute or statutory provision which the referred to provision amends, re-enacts, extends, consolidates or replaces. References to a statutory provision also extend to any subordinate legislation made under it.
- 1.3 References in this Assignment to clauses and the Schedule are to clauses of and the Schedule to this Assignment.
- 1.4 The headings to the clauses are for ease of reference only and shall not be taken into account in its interpretation.

2. **ASSIGNMENT**

- 2.1 In consideration of the payment of £31,035.32, the University assigns to the Assignee:
 - 2.1.1 all such right, title and interest as the University has in the Assigned IP absolutely;
 - 2.1.2 all the University's rights and powers arising or accrued from the Assigned IP up to the Effective Date including any right to sue for

damages and other remedies including without limitation any right to have the benefit of any remedy obtained on any supposed infringement of all or any of its rights in the Assigned IP before the Effective Date; and

- 2.1.3 all the University's rights (if any) to apply for prosecution to obtain patent or similar or other registered protection throughout the world in relation to all or any of the Assigned IP, including any right it has to apply for renewals and extensions and the right to claim priority from earlier applications so that the grant of any patent or similar or other registered protection shall be in the name of and vest in the Assignee.
- 2.2 The Assignee grants to the University a non-exclusive, world-wide, irrevocable, royalty-free licence for the life of the Assigned IP:
 - 2.2.1 to use the Assigned IP for teaching and research purposes and to sub-license the Assigned IP to wholly-owned subsidiaries of the University for teaching and research purposes; and
 - 2.2.2 to grant the rights to the Secretary of State for health as set out in clause 15.2 of the research contract between the Secretary of State for Health and the University with a commencement date of 1 January 2011.
- 2.3 The University hereby grants to the Assignee an exclusive licence to us the Know-How for the life of the Patents to the extent necessary to enable the Assignee to use the Patent Rights as assigned hereunder.
- 2.4 The University agrees that it will, at the Assignee's request and cost, execute all documents, take all such actions, do all such things and provide all reasonable assistance as the Assignee may reasonably require in order to secure the right, title and interest in the Assigned IP assigned to the Assignee by this Assignment.
- 2.5 Any consideration payable by one party to the other under this Assignment will be exclusive of any VAT which may be chargeable, which will be payable in addition to the consideration in question at the rate for the time being prescribed by law on delivery of a valid VAT invoice.
- 3. **USE OF ASSIGNED IP**
 - 3.1 The Assignee shall use all reasonable endeavours to Commercialise the Assigned IP. The University may request written reports on the progress made to achieve the foregoing but not more than once in any 12 month period. The Assignee shall provide such report within 20 Business Days of the date of such request.
 - 3.2 The obligations in **clause 3.1** shall cease when the Assignee has a fully paid up equity share capital of not less than £2,000,000.

- 3.3 The Assignee shall notify the University in writing in the event that CE marking is granted in any jurisdiction for any product incorporating the Assigned IP or any part thereof.

4. **WARRANTIES AND LIABILITY**

- 4.1 Each of the parties acknowledges that, in entering into this Assignment, it has not relied on any warranty, representation or undertaking except those expressly set out in this Assignment and each party waives any claim for breach of any representation (unless made fraudulently) which is not specifically contained in this Assignment as a warranty.

- 4.2 The University does not give any warranty, representation or undertaking:

4.2.1 as to the efficacy or usefulness of the Assigned IP; or

4.2.2 that any of the Assigned IP is or will be valid or subsisting or (in the case of an application) will proceed to grant; or

4.2.3 that the use of any of the Assigned IP, the manufacture, sale or use of any products using any of Assigned IP or the exercise of any of the rights granted under this Assignment will not infringe any Intellectual Property or other rights of any other person.

- 4.3 The Assignee will indemnify the University, and keep it fully and effectively indemnified, against each and every claim made against the University as a result of the Assignee's manufacture, use, sale of, or other dealing in any products or services using or comprising the Assigned IP.

- 4.4 Subject to **clause 4.7**, and except under the indemnity in **clause 4.3**, the liability of either party to the other for any breach of this Assignment, for any negligence or liability arising in any other way out of the subject matter of or in connection with this Assignment will not extend to any indirect damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the party bringing the claim has advised the other of the possibility of those losses or if they were within the other party's contemplation.

- 4.5 Subject to **clause 4.7**, the aggregate liability of the University to the Assignee for all and any breaches of this Assignment [and the Shareholders Agreement], any negligence or liability arising in any other way out of the Assigned IP or the subject matter of or in connection with this Assignment, will not exceed in total £5,000.

- 4.6 Subject to **clause 4.7**, any claim under or arising in any other way out of the Assigned IP or the subject matter of or in connection with this Assignment must

be notified in writing by the party making the claim ("**Claimant**") within 12 months of the date when the Claimant became aware or ought reasonably to have become aware of such claim and in any event within 2 years of the date of this Assignment, and proceedings in respect of such claim must be issued and served on the other party within 12 months of the date of such notification.

4.7 Nothing in this Assignment limits or excludes either party's liability for:

4.7.1 death or personal injury; or

4.7.2 any fraud or for any sort of liability that, by law, cannot be limited or excluded.

5. **NOTICES**

5.1 Any demand, notice or other communication given or made under or in connection with this Assignment shall be in writing and shall be given to the University or to the Assignee, as the case may be, either personally, by post, by e-mail appropriately addressed and marked for the attention of the relevant individual as follows:

University

The University of Manchester
c/o The University of Manchester
Innovation Factory
Core Technology Facility
Grafton Street
Manchester M13 9NT

Assignee

MUMAC Limited
Brookside Farm, Torkington Road,
Hazel Grove, Stockport, Cheshire, SK7
6NR

E-mail

notices@uominnovationfactory.com

E-mail

jeremiah.kelly@mumac ltd.com

For the attention of: Chief Executive, For the attention of: Jeremiah Kelly
Innovation Factory

or to such other address or e-mail address and marked for the attention of such other individual as the prospective recipient may from time to time designate by notice to the other.

5.2 Notices and communications so designated, shall be deemed to have been duly given or made:

5.2.1 if delivered by hand, upon delivery at the address of the relevant party;

5.2.2 if sent by prepaid, first class post, 2 Business Days after posting;

5.2.3 if sent by e-mail, at the time of sending, as evidence by the sender's computer system.

Where in accordance with the above provisions any notice or communication would otherwise be deemed to be given or made on a day which is not a Business Day or after 4.00 pm on a Business Day such notice or other communication shall be deemed to be given or made at 9.00am on the next Business Day.

6. MISCELLANEOUS

- 6.1 Each of the parties shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and execution of this Assignment.
- 6.2 Neither party may use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent.
- 6.3 This Assignment together with the Shareholders' Agreement constitutes the entire agreement between the parties relating to the subject matter of this Assignment and supersedes all prior communications, drafts, agreements, representations, warranties, stipulations, undertakings and agreements of whatsoever nature, whether oral or written, between the parties and all implied conditions and warranties are excluded so far as permitted by law.
- 6.4 The failure to exercise or delay in exercising a right or remedy under this Assignment shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Assignment shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 6.5 The parties to this Assignment do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 6.6 This Assignment and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England. The courts of England will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Assignment. The parties irrevocably agree to submit to that jurisdiction, save that nothing shall prevent either party from seeking injunctive relief in any appropriate jurisdiction.

SCHEDULE 1

Assigned IP

Patents

All patents and pending applications that claim a priority benefit to either:

- GB Appl. No. 1013796.6 filed 18th August 2010 titled "A method and apparatus for measuring a property of an eye of a subject" and/or PCT Appl. No. PCT/GB2011/001226 filed 17 August 2011 titled ""A method and apparatus for measuring a property of an eye of a subject"
- GB Appl. No. 1710991.9 filed 7th July 2017 titled "A method and apparatus for measuring a property of an eye" and/or PCT Appl. No. PCT/GB2018/051938 filed 9th July 2018 titled "A method and apparatus for measuring a property of an eye"

Territory	Application Number	Title	Application Date
United States	13/817318	A method and apparatus for measuring a property of an eye of a subject	17 August 2011
Japan	P2013-524479	A method and apparatus for measuring a property of an eye of a subject	17 August 2011
Sweden	11763962.5	A method and apparatus for measuring a property of an eye of a subject	17 August 2011
United Kingdom	11763962.5	A method and apparatus for measuring a property of an eye of a subject	17 August 2011
Germany	11763962.5	A method and apparatus for measuring a property of an eye of a subject	17 August 2011
France	11763962.5	A method and apparatus for measuring a property of an eye of a subject	17 August 2011
Ireland	11763962.5	A method and apparatus for measuring a property of an eye of a subject	17 August 2011
China	201180050367.9	A method and apparatus for measuring a property of an eye of a subject	17 August 2011
South Korea	10-2013-7006407	A method and apparatus for measuring a property of an eye of a subject	17 August 2011
United States	16/629292	A method and apparatus for measuring a property of an eye	9 July 2018
Sweden	18742587.1	A method and apparatus for measuring a property of an eye	9 July 2018
United Kingdom	18742587.1	A method and apparatus for	9 July

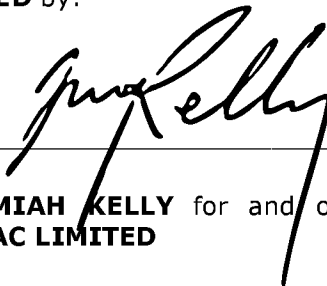
		measuring a property of an eye	2018
Germany	18742587.1	A method and apparatus for measuring a property of an eye	9 July 2018
France	18742587.1	A method and apparatus for measuring a property of an eye	9 July 2018
Ireland	18742587.1	A method and apparatus for measuring a property of an eye	9 July 2018
Switzerland/Liechtenstein	18742587.1	A method and apparatus for measuring a property of an eye	9 July 2018
Spain	18742587.1	A method and apparatus for measuring a property of an eye	9 July 2018
Netherlands/Holland	18742587.1	A method and apparatus for measuring a property of an eye	9 July 2018
Italy	18742587.1	A method and apparatus for measuring a property of an eye	9 July 2018
Belgium	18742587.1	A method and apparatus for measuring a property of an eye	9 July 2018

SIGNED by:

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JANE SHELTON for and on behalf of
THE UNIVERSITY OF MANCHESTER

SIGNED by:



JEREMIAH KELLY for and on behalf of
MUMAC LIMITED