

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT1482908

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Silvia Bartolucci	02/08/2017
Simone Madeo	02/06/2017
RECEIVING PARTY DATA	
Company Name:	nChain Holdings Ltd.
Street Address:	44 Church Street
City:	St. John's
State/Country:	ANTIGUA AND BARBUDA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17977719
CORRESPONDENCE DATA	
Fax Number:	2067577779
<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:	(206)757-8801
Email:	PatentDocket@dwt.com,nChainPatents@dwt.com
Correspondent Name:	Tessa Larson
Address Line 1:	Davis Wright Tremaine LLP
Address Line 2:	920 Fifth Avenue, Suite 3300
Address Line 4:	Seattle, WASHINGTON 98104-1610
ATTORNEY DOCKET NUMBER:	0108792-149US1
NAME OF SUBMITTER:	Tessa Larson
SIGNATURE:	Tessa Larson
DATE SIGNED:	09/09/2024
Total Attachments: 38	
source=2024-09-09_0108792-149US1__WP__539__Assignment_-_GB_1802347_3#page1.tiff	
source=2024-09-09_0108792-149US1__WP__539__Assignment_-_GB_1802347_3#page2.tiff	
source=2024-09-09_0108792-149US1__WP__539__Assignment_-_GB_1802347_3#page3.tiff	
source=2024-09-09_0108792-149US1__WP__539__Assignment_-_GB_1802347_3#page4.tiff	
source=2024-09-09_0108792-149US1__WP__539__Assignment_-_GB_1802347_3#page5.tiff	



Registered Address:
Coddan CPM,
3rd Floor,
120 Baker Street
London
W1U 6TU

NCHAIN LIMITED

Employment Contract

Silvia Bartolucci

8 February 2017

EMPLOYMENT CONTRACT

EXECUTION PAGE

THIS AGREEMENT is made effective 8 February 2017 by and between:

NCHAIN LIMITED

incorporated and registered in England and Wales with company number 09823112 whose registered office is at Coddan CPM, 3rd Floor, 120 Baker Street, London, W1U 6TU.
(Company)

-and-

Silvia Bartolucci

of 7 Fosbrooke House, Davidson Gardens, London, SW8 2XH
(Employee)

Signed for and on behalf of
NCHAIN LIMITED



.....

Signed by **Silvia Bartolucci**



.....

Print Name

SILVIA.....BARTOLUCCI

NCHAIN LIMITED

**EMPLOYMENT CONTRACT
TERM SHEET**

Employee Name: Silvia Bartolucci
Position / Title: Research and Development Specialist
Commencement Date: 8 February 2017
Salary: [REDACTED]
Holiday: 25 days per annum
Probation Period: 6 months
Notice Period: 1 month
Restriction Period: 6 months

NCHAIN LIMITED

EMPLOYMENT CONTRACT TERMS AND CONDITIONS

1. INTERPRETATION.

1.1. The definitions and rules of interpretation in this clause apply in this agreement:

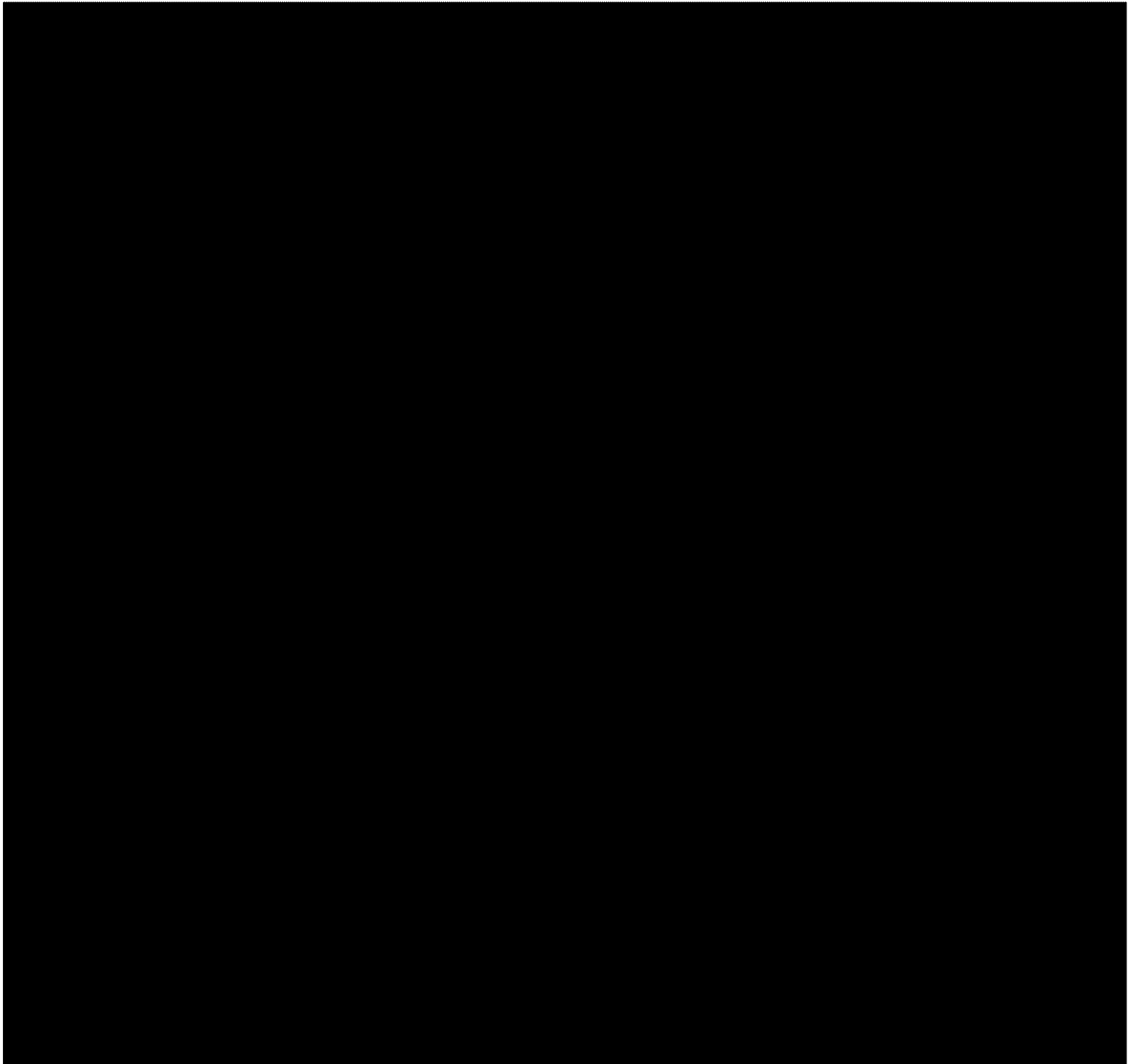
- (a) "**Appointment**" means the employment of the Employee by the Company on the terms of this agreement.
- (b) "**Associated Employer**" has the meaning given to it in the Employment Rights Act 1996.
- (c) "**Capacity**" means as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.
- (d) "**Commencement Date**" means the commencement date identified on the Term Sheet.
- (e) "**Confidential Information**" means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Company for the time being confidential to the Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any of their business contacts.
- (f) "**Employee's family**" means the Employee's spouse or civil partner and children under the age of 18, if any.
- (g) "**Employment IPRs**" Intellectual Property Rights created by the Employee in the course of his or her employment with the Company (whether or not during working hours and whether or not using Company premises or resources).
- (h) "**Employment Inventions**" means any invention which is made wholly or partially by the Employee at any time in the course of his or her employment with the Company (whether or not during working hours or using Company premises or resources, and whether or not recorded in material form).
- (i) "**Executive Team**" means the senior management of the Company.
- (j) "**Garden Leave**" means any period during which the Company has exercised its rights under clause 14.
- (k) "**Incapacity**" means any sickness or injury which prevents the Employee from carrying out his or her duties.
- (l) "**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain

names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography 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 (or rights to apply) for, and renewals or extensions of, 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.

- (m) "**Invention**" means any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.
 - (n) "**Pre-Contractual Statement**" means any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Employee's employment under this agreement which is not expressly set out in this agreement or any documents referred to in it.
 - (o) "**Restricted Business**" means those parts of the business of the Company which the Employee was involved to a material extent in the 3 months prior to Termination.
 - (p) "**Restricted Customer**" means any firm, company or person who, during the 3 months prior to Termination, was a customer of or in the habit of dealing with the Company with whom the Employee had contact or about whom he or she became aware or informed in the course of his or her employment.
 - (q) "**Restricted Person**" means anyone employed or engaged by the Company and who could materially damage the interests of the Company if they were involved in any Capacity in any business concern which competes with any Restricted Business and with whom the Employee dealt in the 3 months prior to Termination in the course of his or her employment.
 - (r) "**Restriction Period**" is that period of time identified on the Term Sheet.
 - (s) "**Staff Handbook**" means the Company's staff handbook as amended from time to time.
 - (t) "**Termination**" means the termination of the Employee's employment with the Company however caused including, without limitation, termination by the Company in repudiatory breach of contract.
 - (u) "**Working Time Regulations**" means the Working Time Regulations 1998.
- 1.2. The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

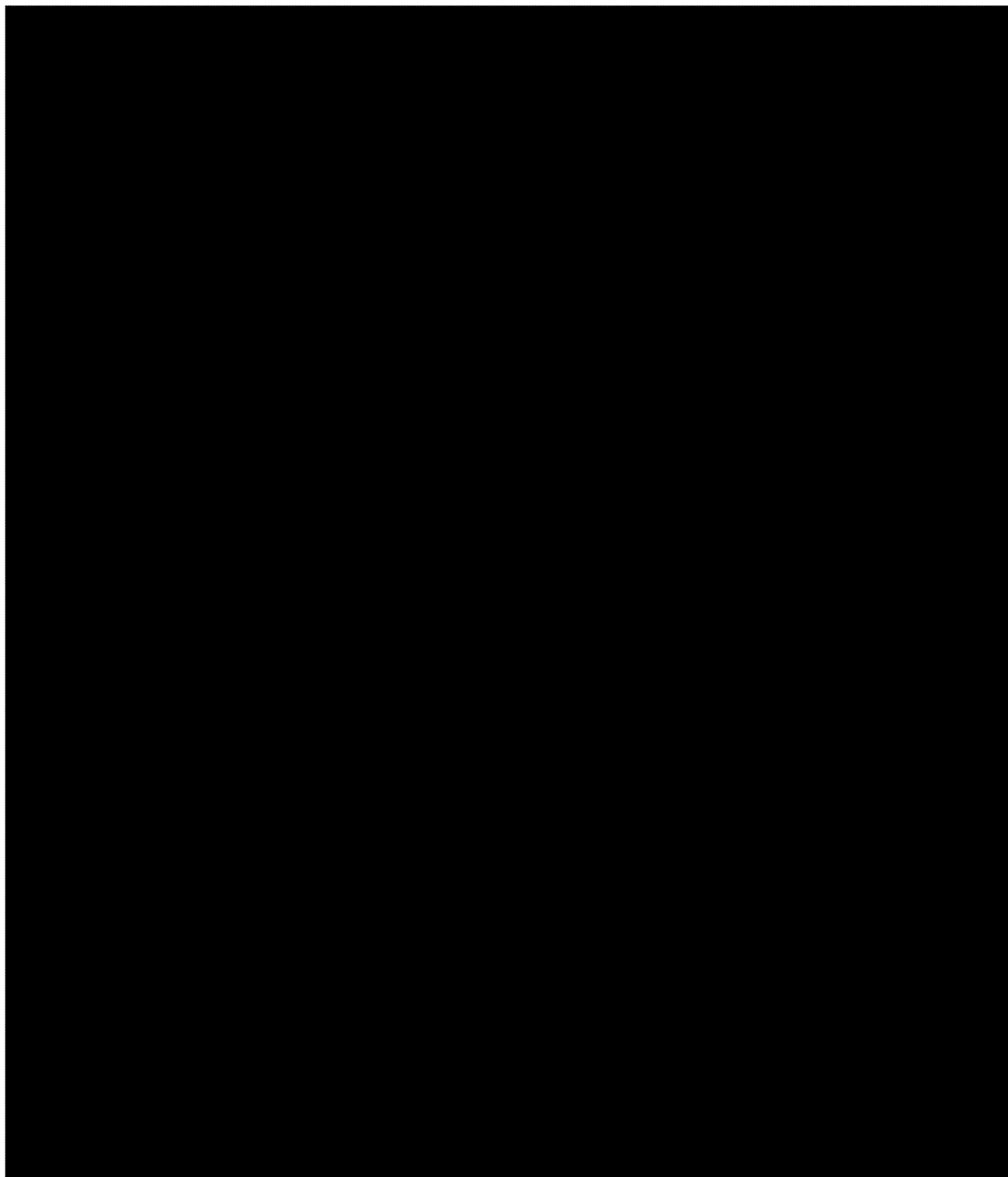
- 1.4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6. The Execution Page and the Term Sheet to this agreement form part of (and are incorporated into) this agreement.

2. TERM OF APPOINTMENT

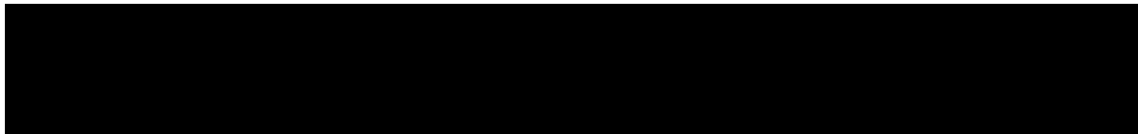


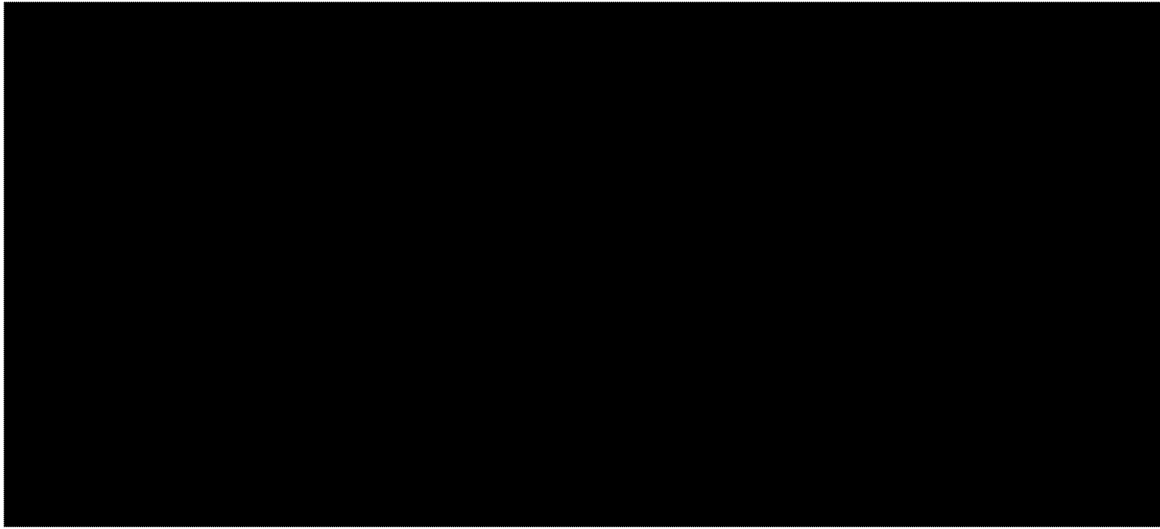
3. DUTIES





4. PLACE AND HOURS OF WORK





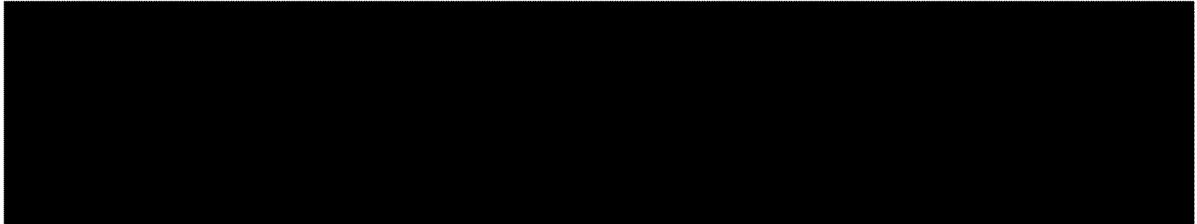
5. SALARY

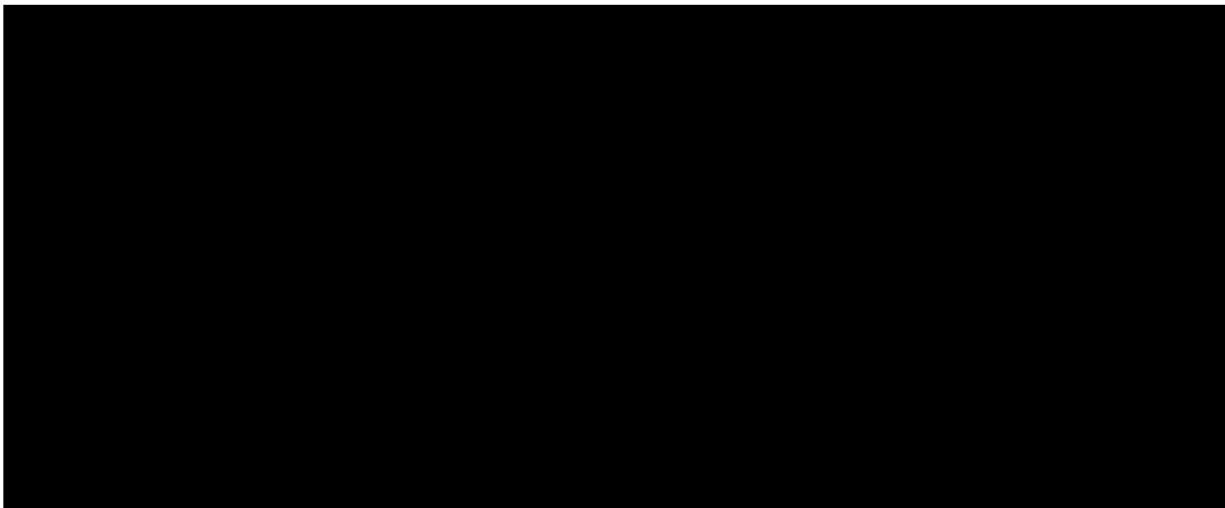


6. EXPENSES

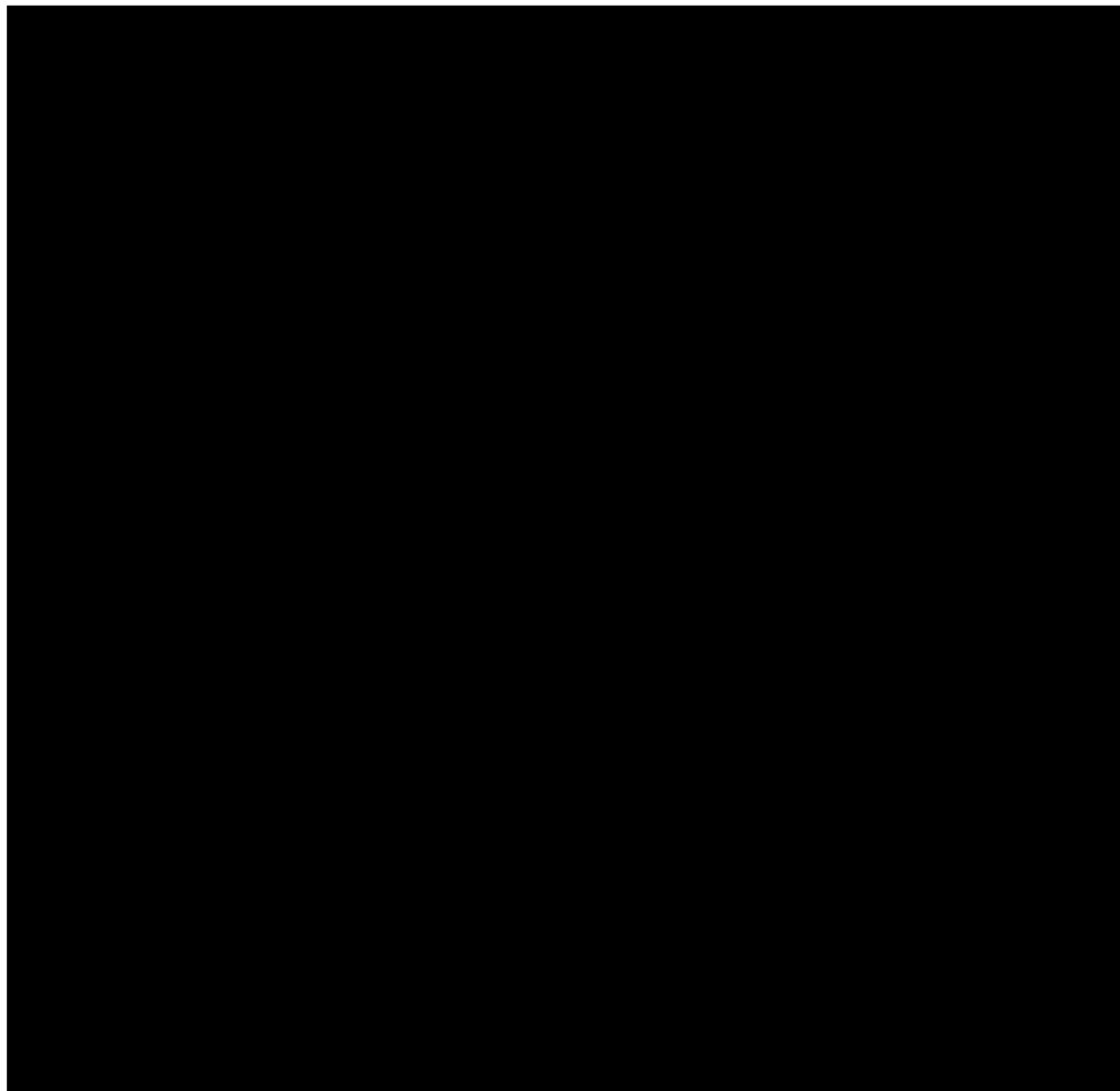


7. PRIVATE MEDICAL INSURANCE



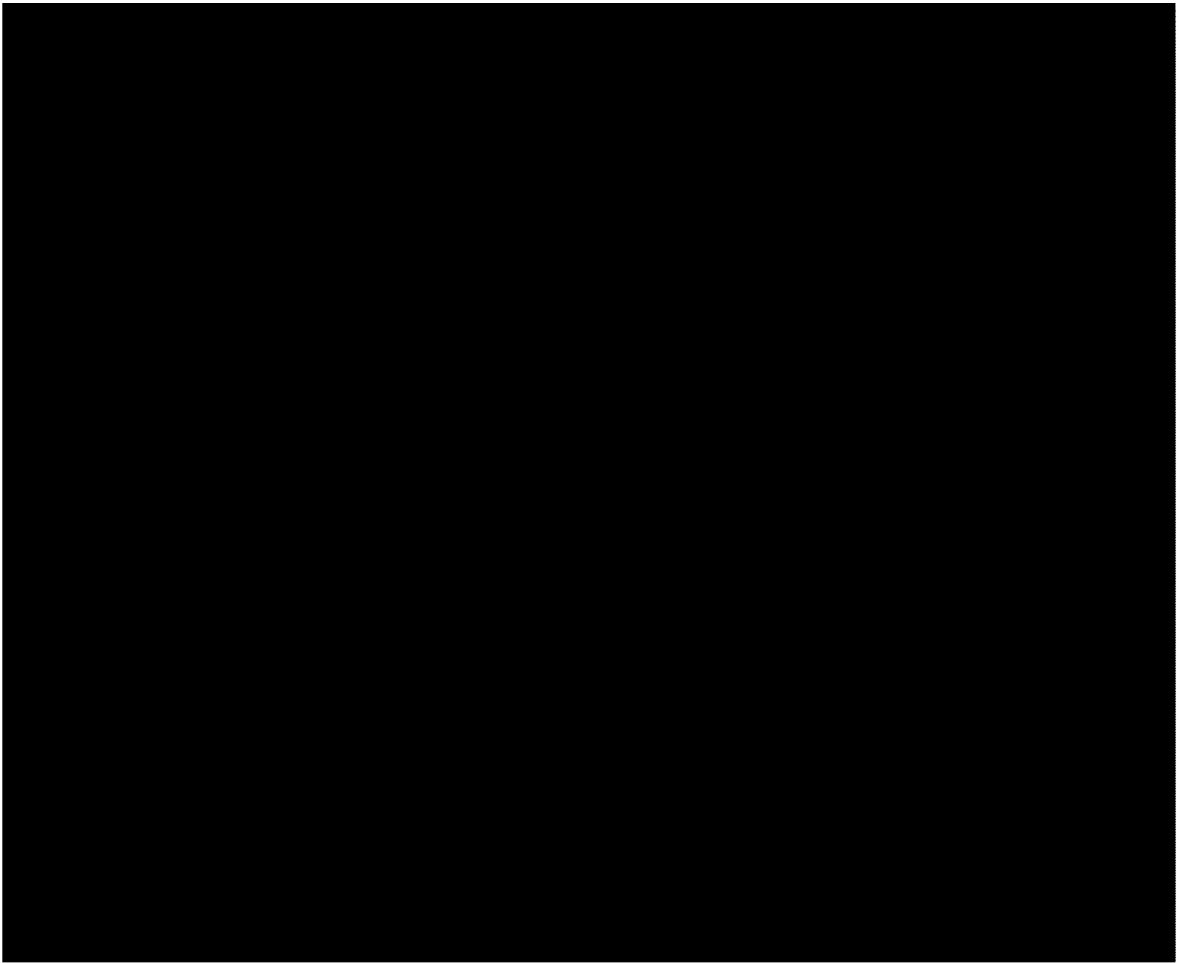


8. HOLIDAYS



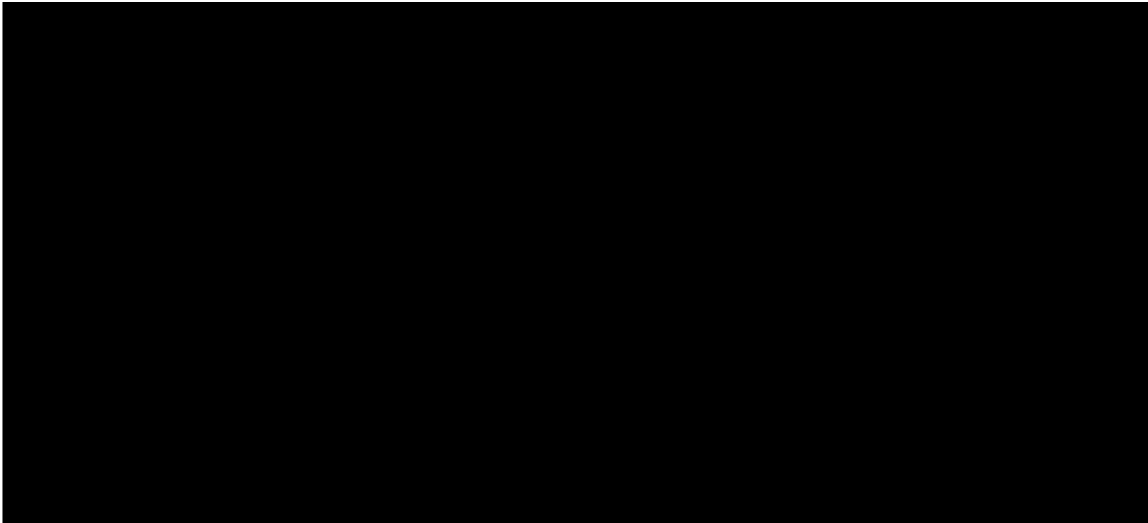


9. INCAPACITY

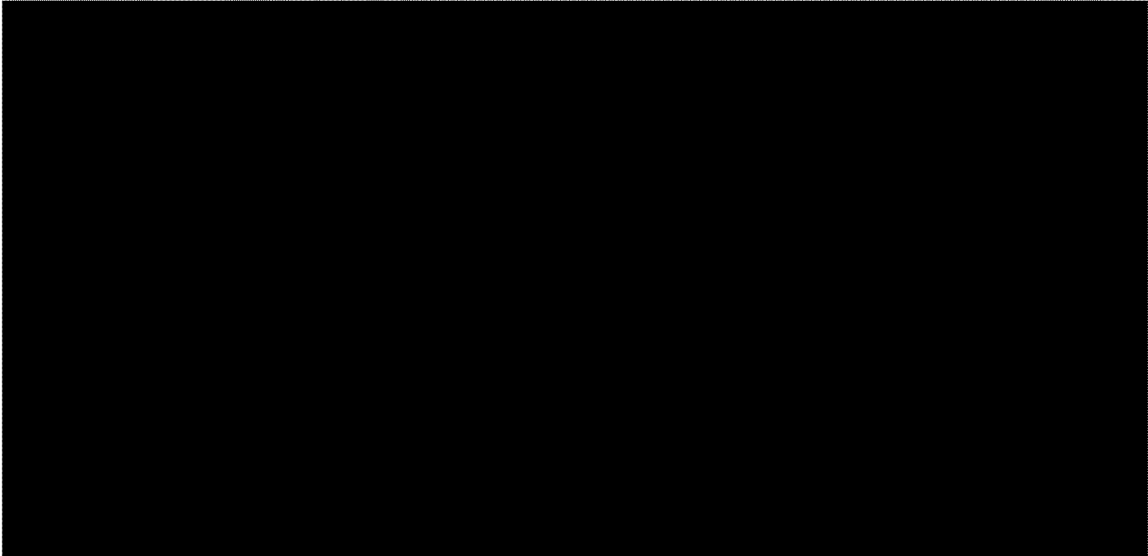


10. OUTSIDE INTERESTS





11. CONFIDENTIAL INFORMATION



12. INTELLECTUAL PROPERTY

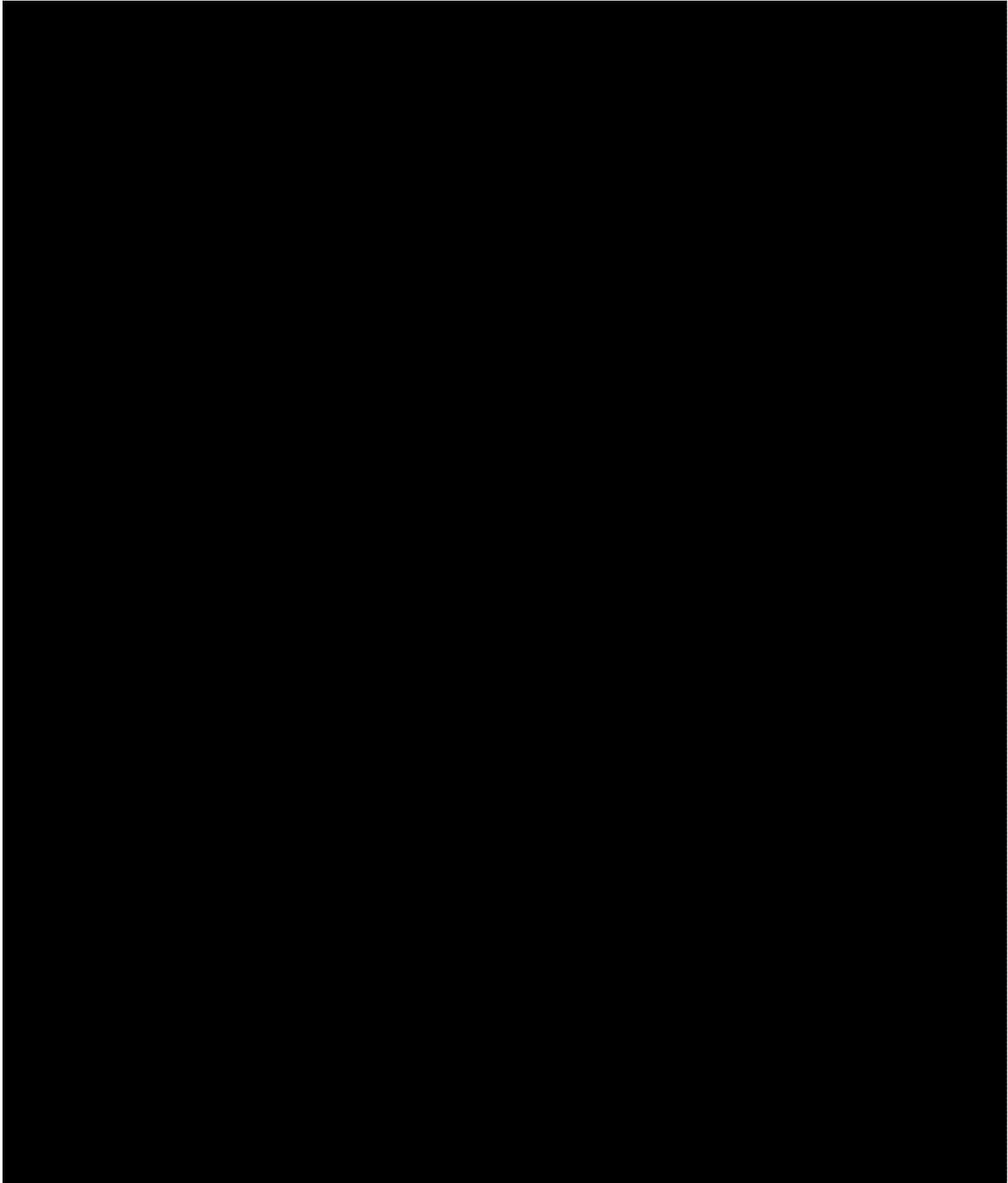
- 12.1. The Employee acknowledges that all Employment IPRs, Employment Inventions and all materials embodying them shall automatically belong to the Company to the fullest extent permitted by law. To the extent that they do not vest in the Company automatically, the Employee holds them on trust for the Company.
- 12.2. The Employee acknowledges that, because of the nature of his or her duties and the particular responsibilities arising from the nature of his or her duties, he or she has, and shall have at all times while he or she is employed by the Company, a special obligation to further the interests of the Company.
- 12.3. To the extent that legal title in any Employment IPRs or Employment Inventions does not vest in the Company by virtue of clause 12.1, the Employee agrees, immediately upon creation of such rights and inventions, to offer to the

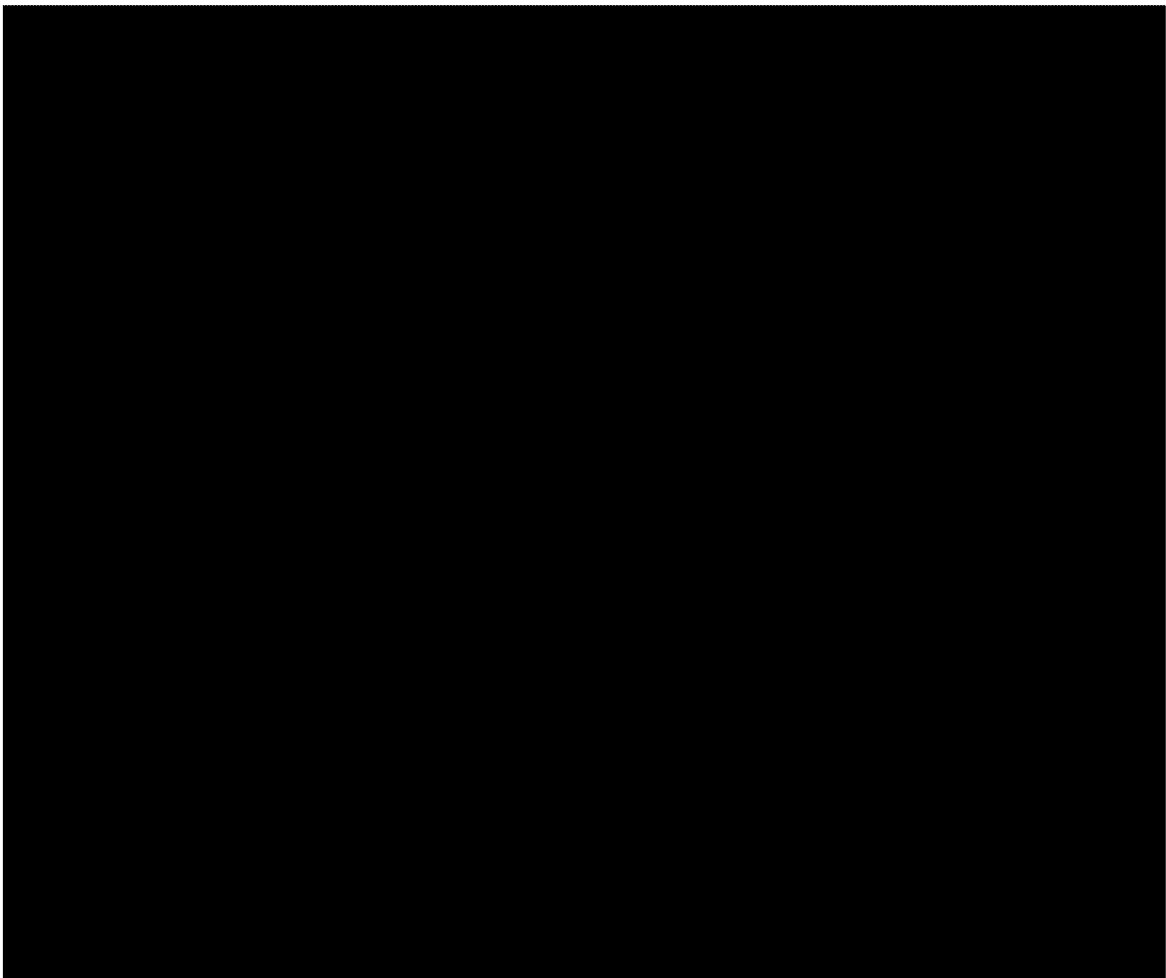
Company in writing a right of first refusal to acquire them on arm's length terms to be agreed between the parties. If the parties cannot agree on such terms within 30 days of the Company receiving the offer, the Company shall refer the dispute to an arbitrator who shall be appointed by the President of the Chartered Institute of Arbitrators. The arbitrator's decisions shall be final and binding on the parties, and the costs of arbitration shall be borne equally by the parties. The Employee agrees that the provisions of this clause shall apply to all Employment IPRs and Employment Inventions offered to the Company under this clause until such time as the Company has agreed in writing that the Employee may offer them for sale to a third party.

- 12.4. The Employee agrees:
- (a) to give the Company full written details of all Employment Inventions promptly on their creation,
 - (b) at the Company's request and in any event on the termination of his or her employment to give to the Company all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs,
 - (c) not to attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by the Company, and
 - (d) to keep confidential each Employment Invention unless the Company has consented in writing to its disclosure by the Employee.
- 12.5. The Employee waives all his or her present and future moral rights which arise under the Copyright Designs and Patents Act 1988, and all similar rights in other jurisdictions relating to any copyright which forms part of the Employment IPRs, and agrees not to support, maintain nor permit any claim for infringement of moral rights in such copyright works.
- 12.6. The Employee acknowledges that, except as provided by law, no further remuneration or compensation other than that provided for in this agreement is or may become due to the Employee in respect of his or her compliance with this clause. This clause is without prejudice to the Employee's rights under the Patents Act 1977.
- 12.7. The Employee undertakes to use his or her best endeavours to execute all documents and do all acts both during and after his or her employment by the Company as may, in the opinion of the Executive Team, be necessary or desirable to vest the Employment IPRs in the Company, to register them in the name of the Company and to protect and maintain the Employment IPRs and the Employment Inventions. Such documents may, at the Company's request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the Employment IPRs. The Company agrees to reimburse the Employee's reasonable expenses of complying with this clause.
- 12.8. The Employee agrees to give all necessary assistance to the Company to enable it to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.

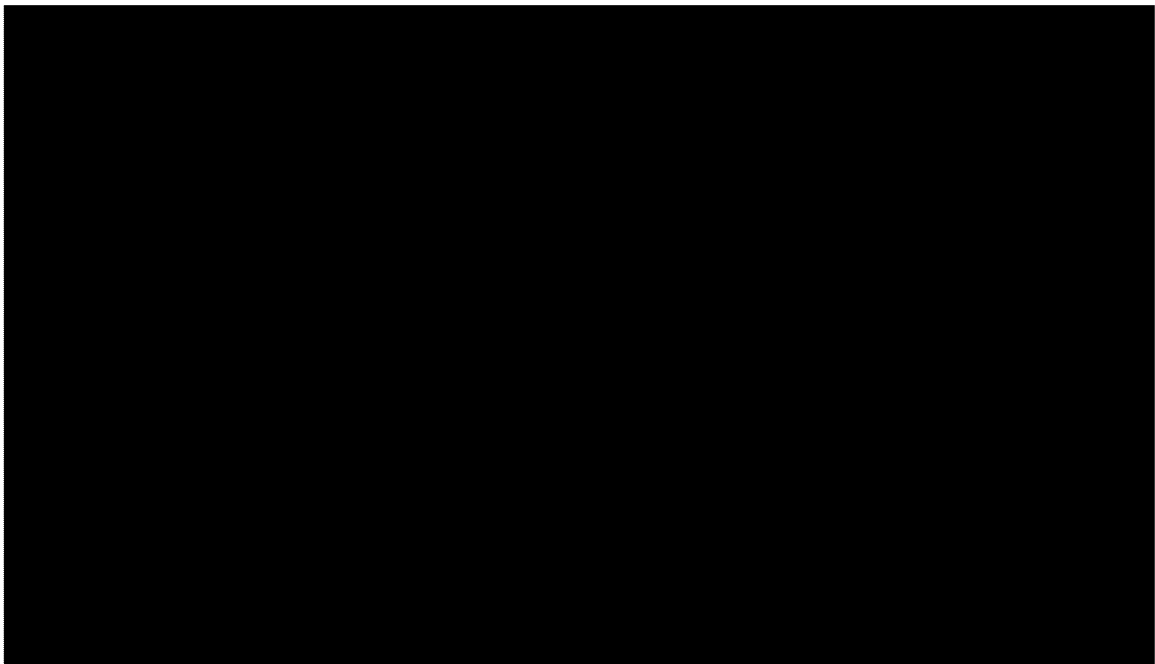
12.9. The Employee hereby irrevocably appoints the Company to be his or her attorney to execute and do any such instrument or thing and generally to use his or her name for the purpose of giving the Company or its nominee the benefit of this clause 12. The Employee acknowledges in favour of a third party that a certificate in writing signed by any Director or the Secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.

13. TERMINATION



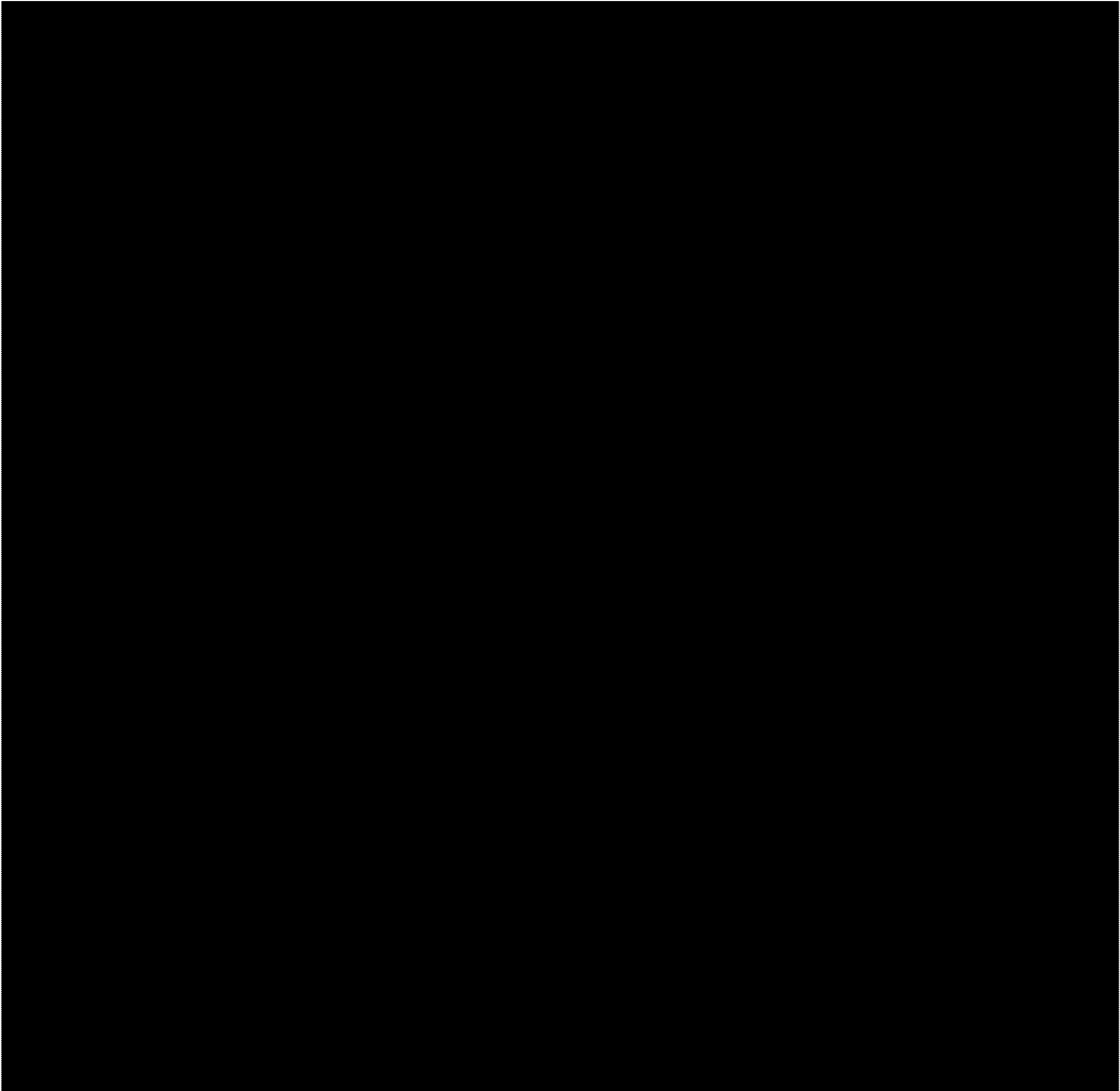


14. GARDEN LEAVE

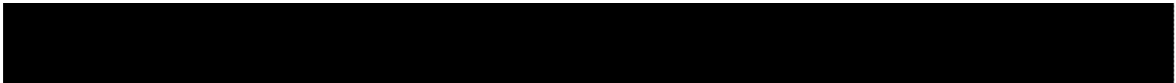


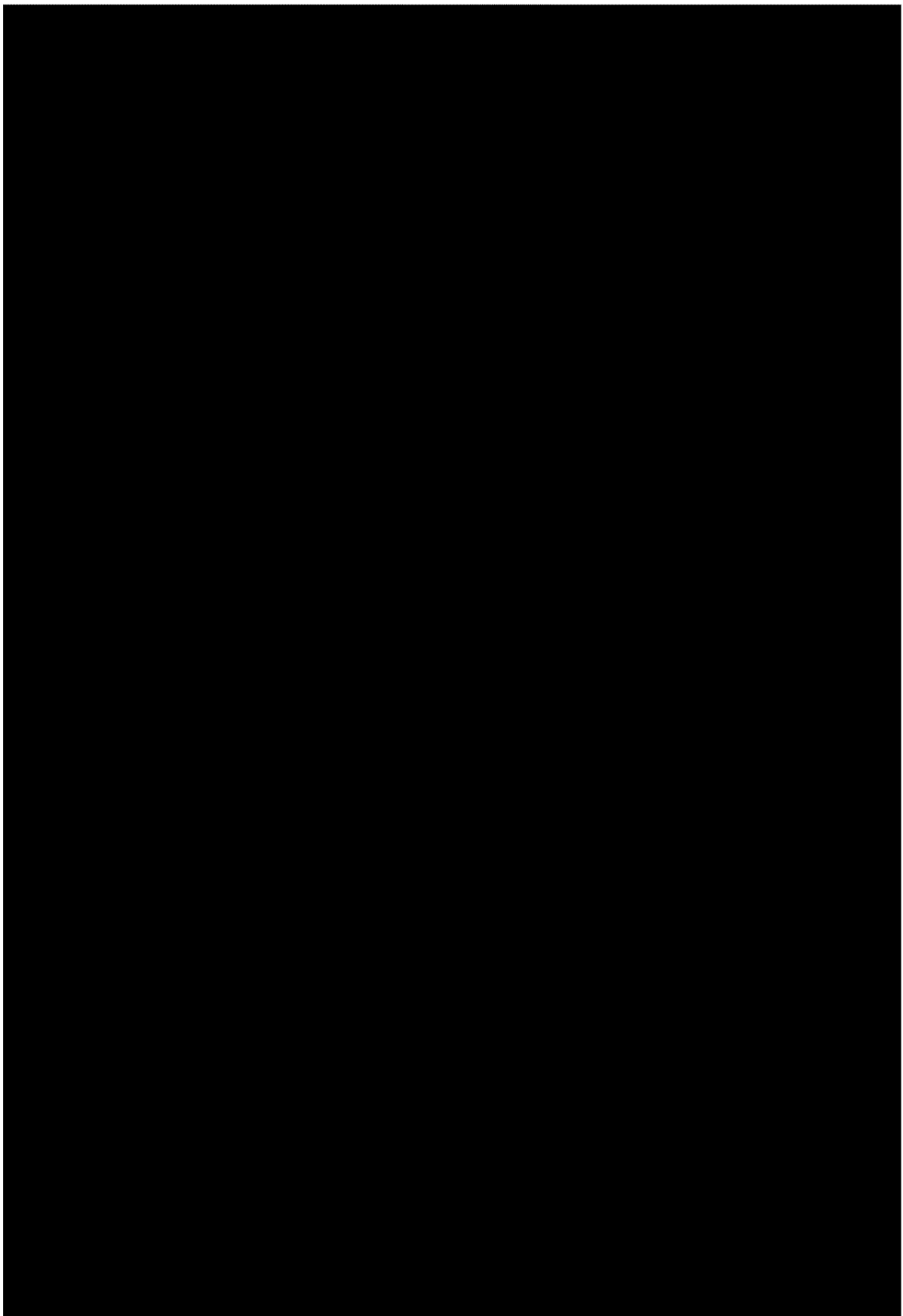


15. OBLIGATIONS UPON TERMINATION



16. POST-TERMINATION RESTRICTIONS



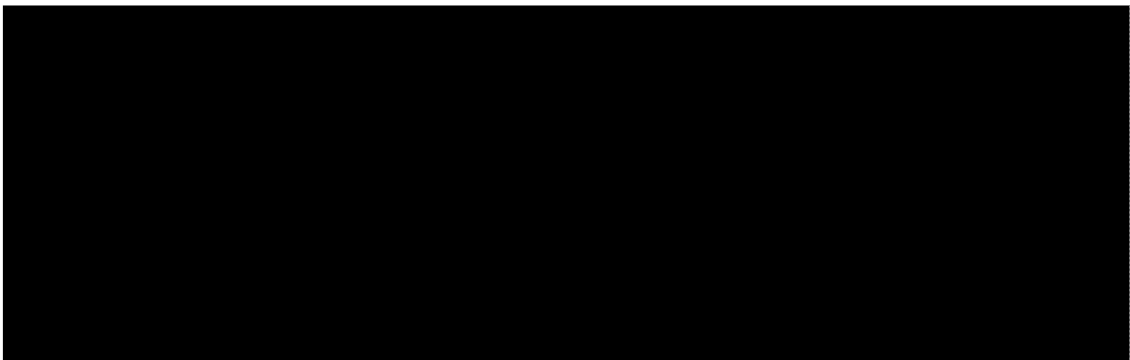




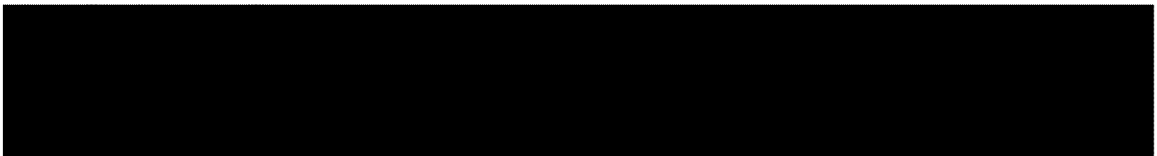
17. DISCIPLINARY AND GRIEVANCE PROCEDURES

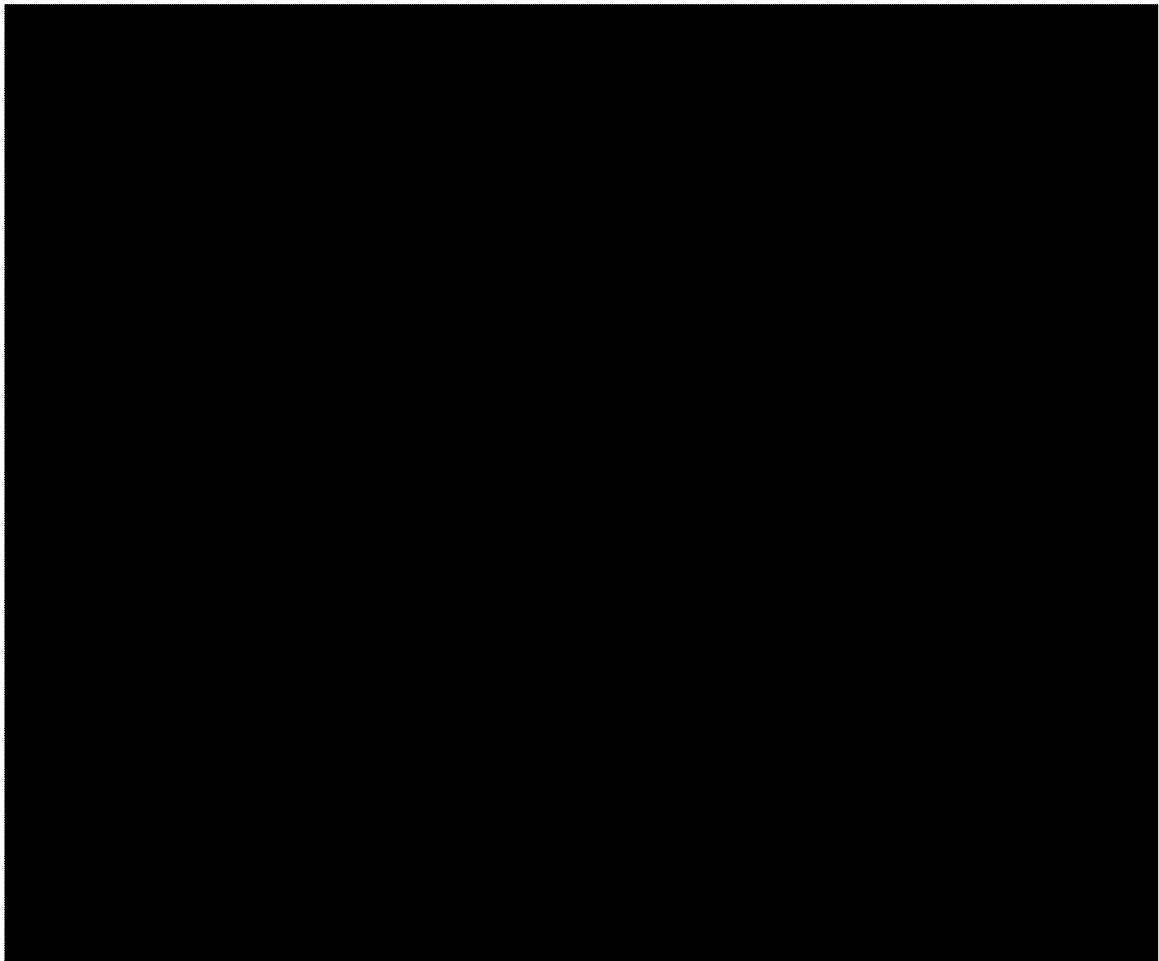


18. PENSIONS



19. DATA PROTECTION

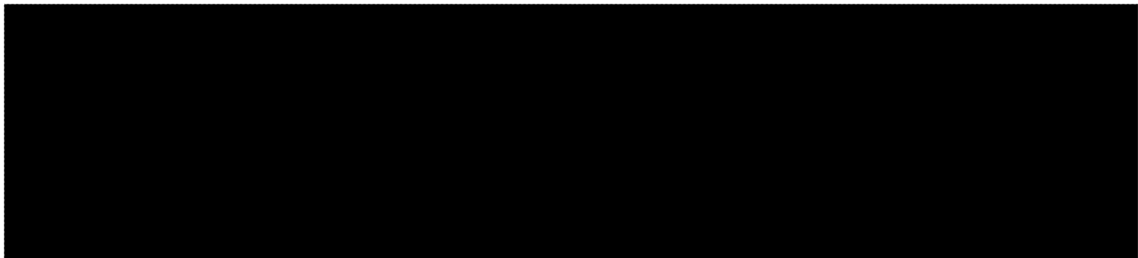




20. COLLECTIVE AGREEMENT



21. RECONSTRUCTION AND AMALGAMATION

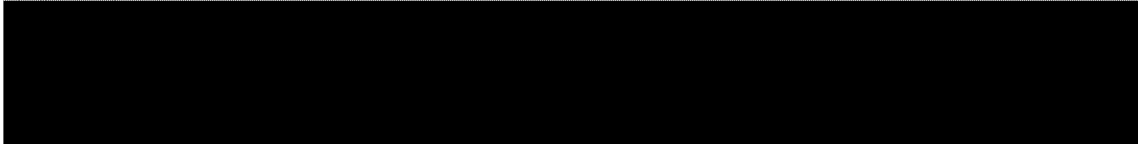


22. NOTICES





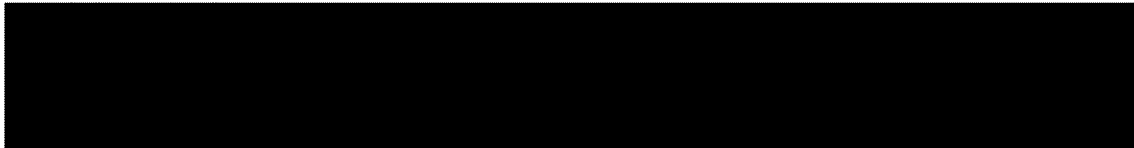
23. ENTIRE AGREEMENT



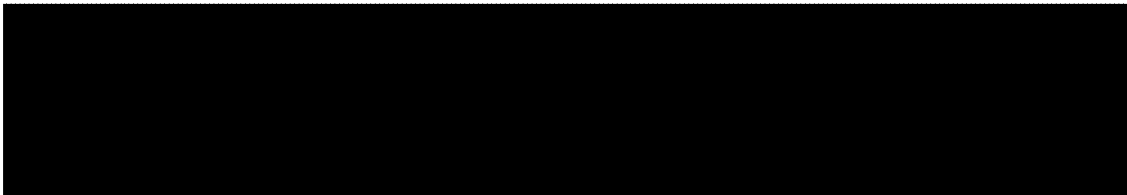
24. VARIATION



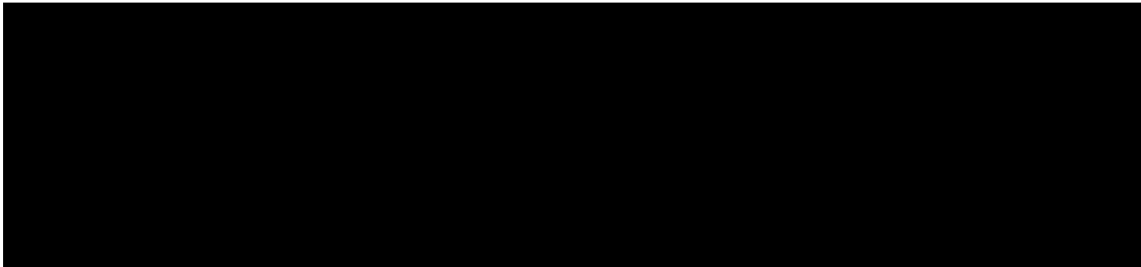
25. COUNTERPARTS



26. THIRD PARTY RIGHTS



27. GOVERNING LAW AND JURISDICTION





Registered Address:
Coddan CPM,
3rd Floor,
120 Baker Street
London
W1U 6TU

NCHAIN LIMITED

Employment Contract

Simone Madeo

6 February 2017

EMPLOYMENT CONTRACT

EXECUTION PAGE

THIS AGREEMENT is made effective 6 February 2017 by and between:

NCHAIN LIMITED

incorporated and registered in England and Wales with company number 09823112 whose registered office is at Coddan CPM, 3rd Floor, 120 Baker Street, London, W1U 6TU.
(Company)

-and-

Simone Madeo

of 21 Cavendish Road, London, NW6 7XT
(Employee)

Signed for and on behalf of
NCHAIN LIMITED


.....

Signed by **Simone Madeo**


.....

Print Name

...SIMONE MADEO

NCHAIN LIMITED

**EMPLOYMENT CONTRACT
TERM SHEET**

Employee Name: Simone Madeo
Position / Title: Research and Development Specialist
Commencement Date: 6 February 2017
Salary: [REDACTED] per annum
Holiday: 25 days per annum
Probation Period: 6 months
Notice Period: 1 month
Restriction Period: 6 months

NCHAIN LIMITED

EMPLOYMENT CONTRACT TERMS AND CONDITIONS

1. INTERPRETATION.

1.1. The definitions and rules of interpretation in this clause apply in this agreement:

- (a) "**Appointment**" means the employment of the Employee by the Company on the terms of this agreement.
- (b) "**Associated Employer**" has the meaning given to it in the Employment Rights Act 1996.
- (c) "**Capacity**" means as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.
- (d) "**Commencement Date**" means the commencement date identified on the Term Sheet.
- (e) "**Confidential Information**" means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Company for the time being confidential to the Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any of their business contacts.
- (f) "**Employee's family**" means the Employee's spouse or civil partner and children under the age of 18, if any.
- (g) "**Employment IPRs**" Intellectual Property Rights created by the Employee in the course of his or her employment with the Company (whether or not during working hours and whether or not using Company premises or resources).
- (h) "**Employment Inventions**" means any invention which is made wholly or partially by the Employee at any time in the course of his or her employment with the Company (whether or not during working hours or using Company premises or resources, and whether or not recorded in material form).
- (i) "**Executive Team**" means the senior management of the Company.
- (j) "**Garden Leave**" means any period during which the Company has exercised its rights under clause 14.
- (k) "**Incapacity**" means any sickness or injury which prevents the Employee from carrying out his or her duties.
- (l) "**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain

names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography 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 (or rights to apply) for, and renewals or extensions of, 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.

- (m) "**Invention**" means any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.
 - (n) "**Pre-Contractual Statement**" means any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Employee's employment under this agreement which is not expressly set out in this agreement or any documents referred to in it.
 - (o) "**Restricted Business**" means those parts of the business of the Company which the Employee was involved to a material extent in the 3 months prior to Termination.
 - (p) "**Restricted Customer**" means any firm, company or person who, during the 3 months prior to Termination, was a customer of or in the habit of dealing with the Company with whom the Employee had contact or about whom he or she became aware or informed in the course of his or her employment.
 - (q) "**Restricted Person**" means anyone employed or engaged by the Company and who could materially damage the interests of the Company if they were involved in any Capacity in any business concern which competes with any Restricted Business and with whom the Employee dealt in the 3 months prior to Termination in the course of his or her employment.
 - (r) "**Restriction Period**" is that period of time identified on the Term Sheet.
 - (s) "**Staff Handbook**" means the Company's staff handbook as amended from time to time.
 - (t) "**Termination**" means the termination of the Employee's employment with the Company however caused including, without limitation, termination by the Company in repudiatory breach of contract.
 - (u) "**Working Time Regulations**" means the Working Time Regulations 1998.
- 1.2. The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

- 1.4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6. The Execution Page and the Term Sheet to this agreement form part of (and are incorporated into) this agreement.

2. TERM OF APPOINTMENT

2.1.

2.2.

2.3.

2.4.

2.5.

2.6.

2.7.

3. DUTIES

3.1.

3.2.

(a)

(b)

(c)

(d)

(e)

(f)

(g)

(h)

(i)

(j)

3.3.

3.4.

4. PLACE AND HOURS OF WORK

4.1.

4.2.

4.3.

4.4.

4.5.

5. SALARY

5.1.

5.2.

5.3.

5.4.

6. EXPENSES

6.1.

6.2.

6.3.

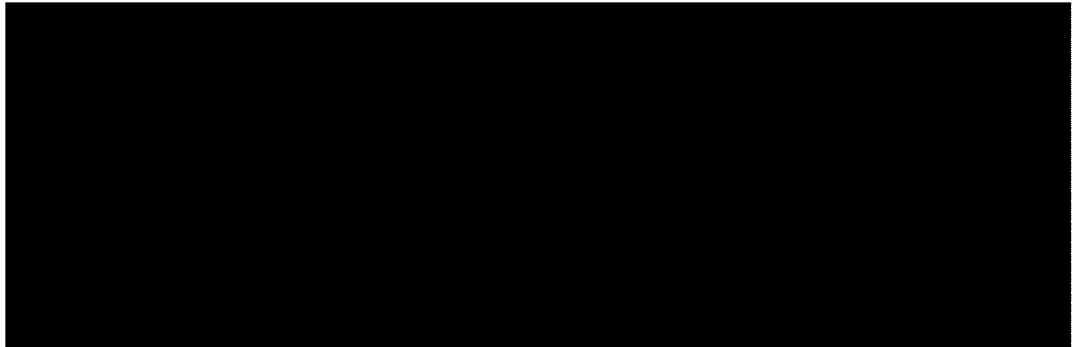
7. PRIVATE MEDICAL INSURANCE

7.1.

(c)



7.2.

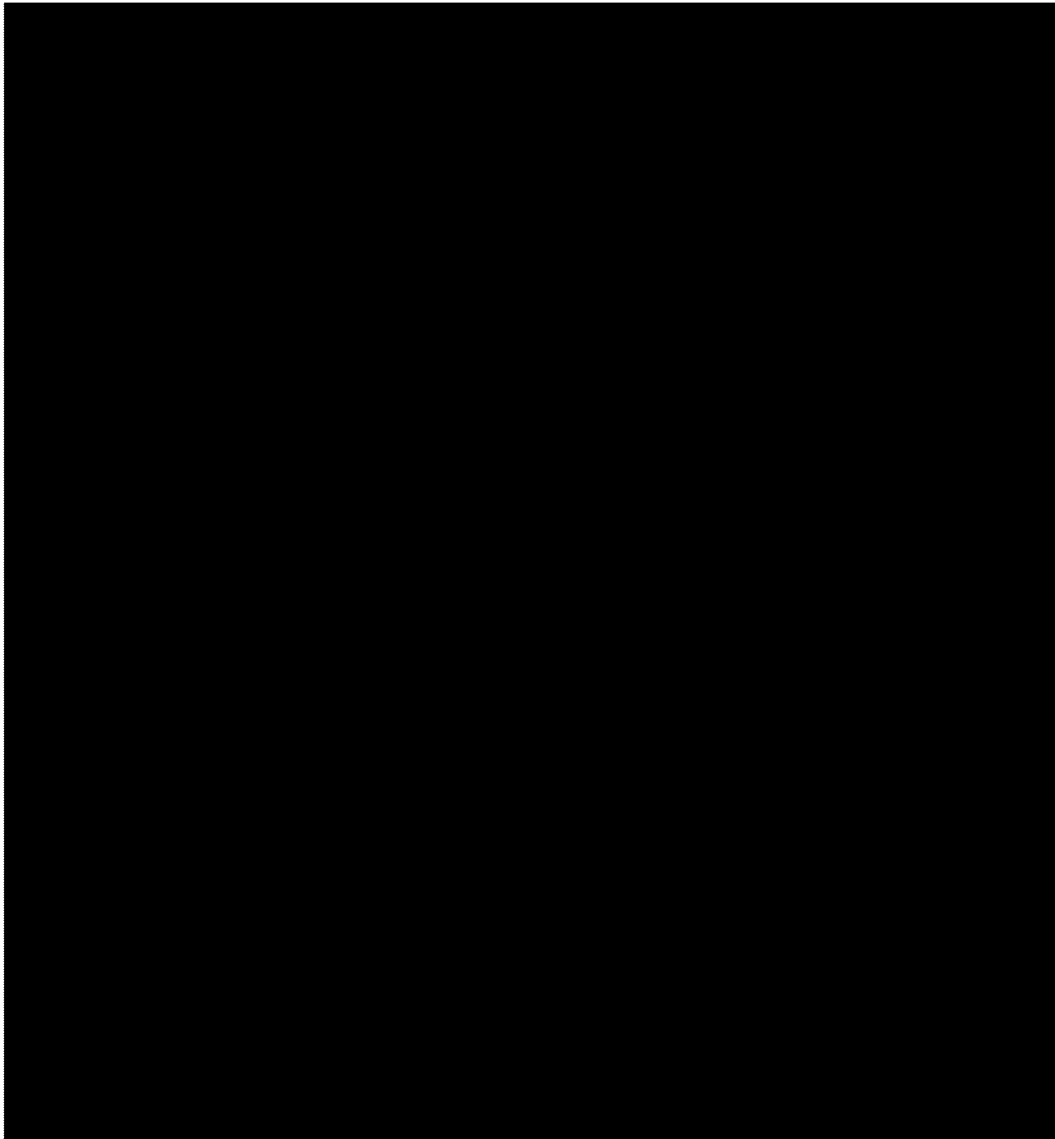


7.3.

7.4.

8. HOLIDAYS

8.1.



8.2.

8.3.

8.4.

8.5.

8.6.

8.7.

8.8.

9. INCAPACITY

9.1.

9.2.

9.3.

9.4.

10. OUTSIDE INTERESTS

10.1.

10.2.

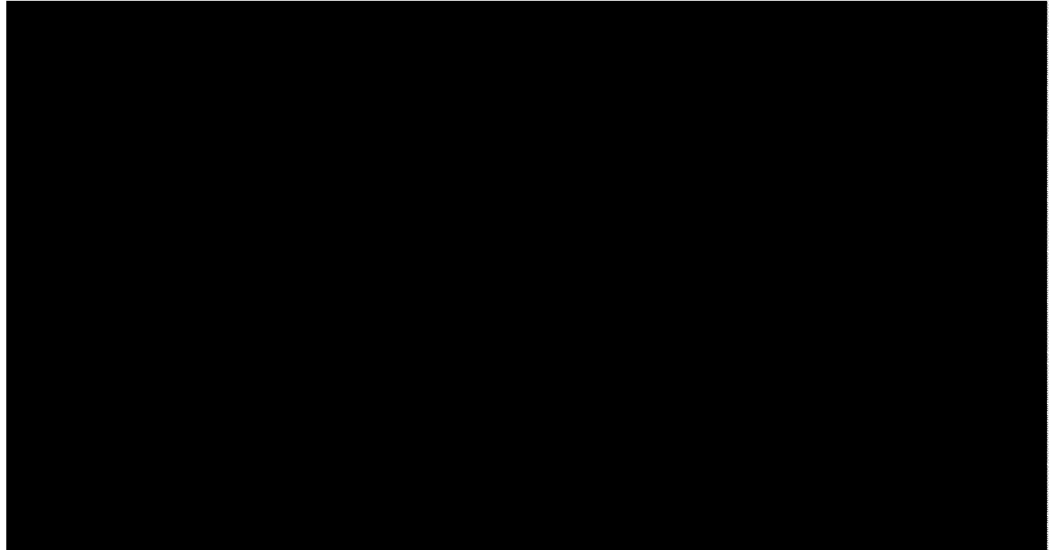
10.3.



11. CONFIDENTIAL INFORMATION

11.1.

11.2.



12. INTELLECTUAL PROPERTY

- 12.1. The Employee acknowledges that all Employment IPRs, Employment Inventions and all materials embodying them shall automatically belong to the Company to the fullest extent permitted by law. To the extent that they do not vest in the Company automatically, the Employee holds them on trust for the Company.
- 12.2. The Employee acknowledges that, because of the nature of his or her duties and the particular responsibilities arising from the nature of his or her duties, he or she has, and shall have at all times while he or she is employed by the Company, a special obligation to further the interests of the Company.
- 12.3. To the extent that legal title in any Employment IPRs or Employment Inventions does not vest in the Company by virtue of clause 12.1, the Employee agrees, immediately upon creation of such rights and inventions, to offer to the

Company in writing a right of first refusal to acquire them on arm's length terms to be agreed between the parties. If the parties cannot agree on such terms within 30 days of the Company receiving the offer, the Company shall refer the dispute to an arbitrator who shall be appointed by the President of the Chartered Institute of Arbitrators. The arbitrator's decisions shall be final and binding on the parties, and the costs of arbitration shall be borne equally by the parties. The Employee agrees that the provisions of this clause shall apply to all Employment IPRs and Employment Inventions offered to the Company under this clause until such time as the Company has agreed in writing that the Employee may offer them for sale to a third party.

12.4. The Employee agrees:

- (a) to give the Company full written details of all Employment Inventions promptly on their creation,
- (b) at the Company's request and in any event on the termination of his or her employment to give to the Company all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs,
- (c) not to attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by the Company, and
- (d) to keep confidential each Employment Invention unless the Company has consented in writing to its disclosure by the Employee.

12.5. The Employee waives all his or her present and future moral rights which arise under the Copyright Designs and Patents Act 1988, and all similar rights in other jurisdictions relating to any copyright which forms part of the Employment IPRs, and agrees not to support, maintain nor permit any claim for infringement of moral rights in such copyright works.

12.6. The Employee acknowledges that, except as provided by law, no further remuneration or compensation other than that provided for in this agreement is or may become due to the Employee in respect of his or her compliance with this clause. This clause is without prejudice to the Employee's rights under the Patents Act 1977.

12.7. The Employee undertakes to use his or her best endeavours to execute all documents and do all acts both during and after his or her employment by the Company as may, in the opinion of the Executive Team, be necessary or desirable to vest the Employment IPRs in the Company, to register them in the name of the Company and to protect and maintain the Employment IPRs and the Employment Inventions. Such documents may, at the Company's request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the Employment IPRs. The Company agrees to reimburse the Employee's reasonable expenses of complying with this clause.

12.8. The Employee agrees to give all necessary assistance to the Company to enable it to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.

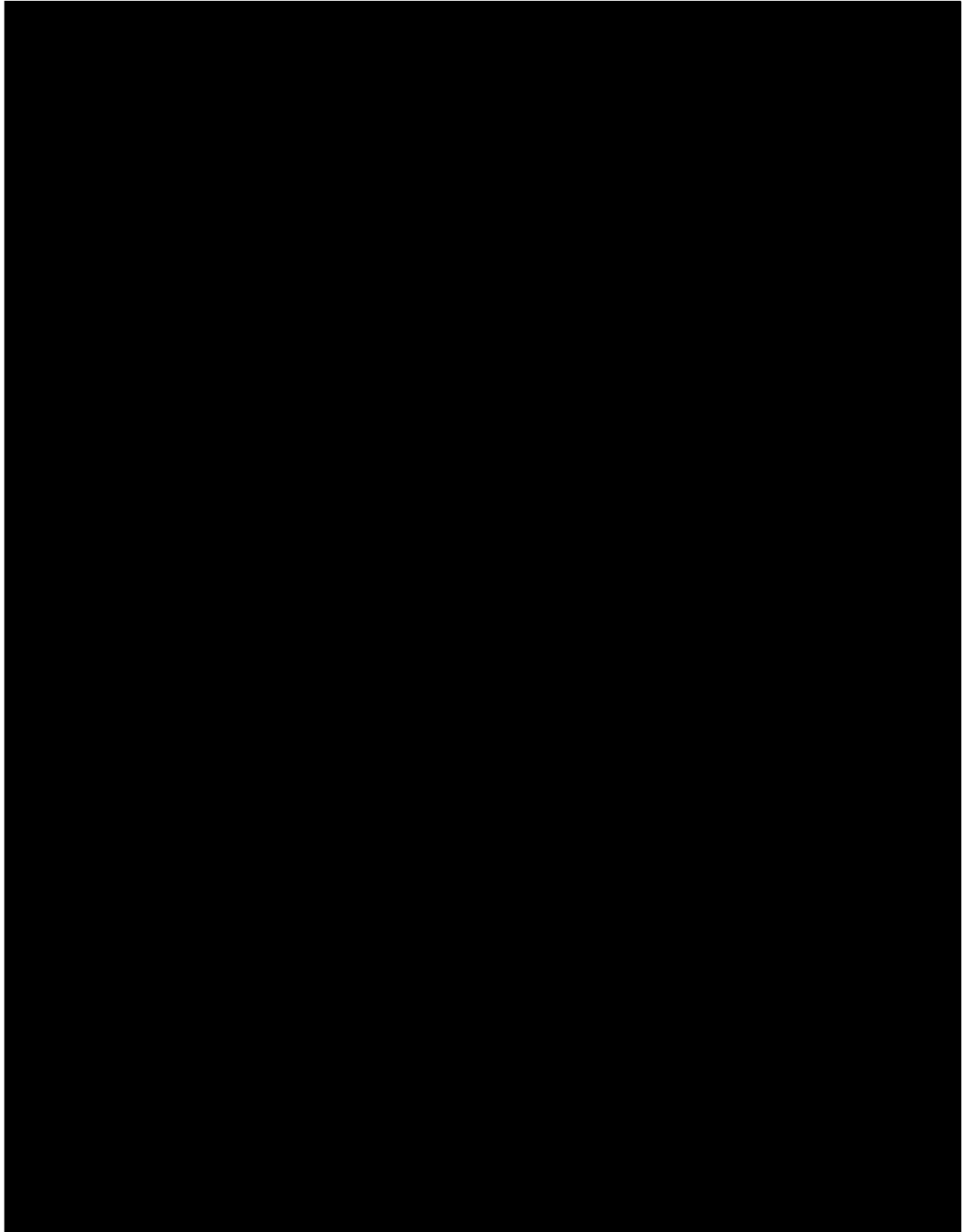
12.9. The Employee hereby irrevocably appoints the Company to be his or her attorney to execute and do any such instrument or thing and generally to use his or her name for the purpose of giving the Company or its nominee the benefit of this clause 12. The Employee acknowledges in favour of a third party that a certificate in writing signed by any Director or the Secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.

13. TERMINATION

13.1.

13.2.

13.3.



(e)

(f)

(g)

(h)

(i)

(j)

(k)

13.4.

14. GARDEN LEAVE

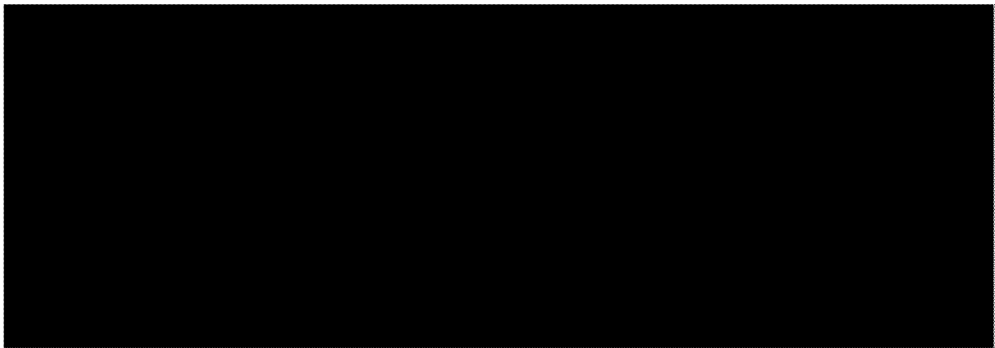
14.1.

14.2.

14.3.

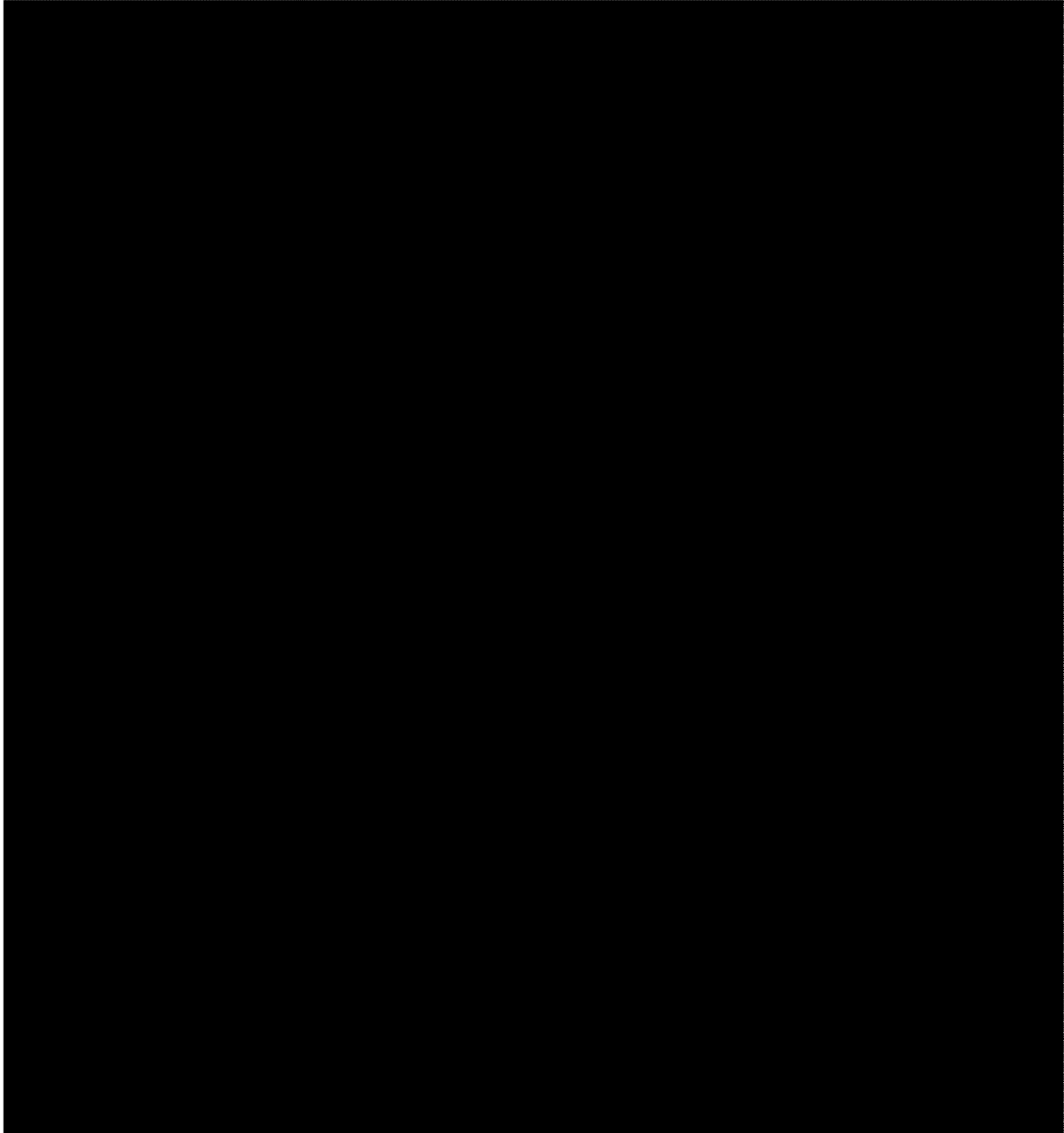
(d)

(e)



15. OBLIGATIONS UPON TERMINATION

15.1.



15.2.

15.3.

15.4.

16. POST-TERMINATION RESTRICTIONS

16.1.



16.2.

16.3.

16.4.

16.5.

16.6.

16.7.



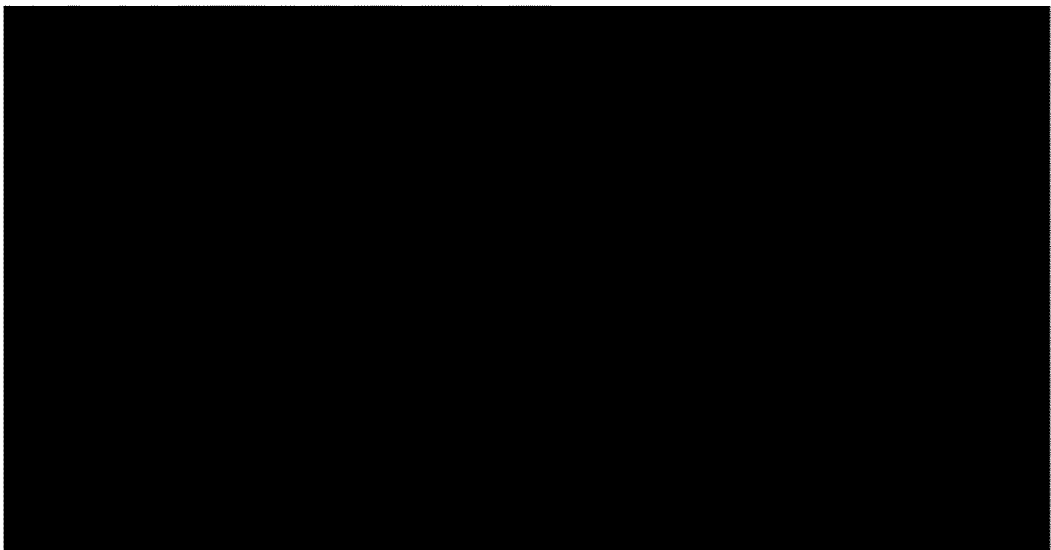
17. DISCIPLINARY AND GRIEVANCE PROCEDURES

17.1.

17.2.

17.3.

17.4.

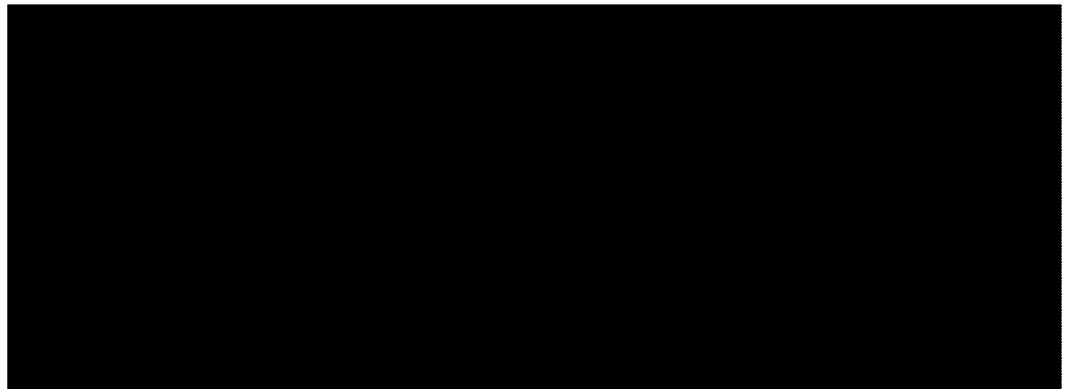


18. PENSIONS

18.1.

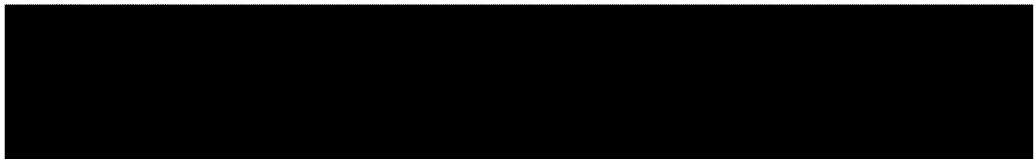
18.2.

18.3.



19. DATA PROTECTION

19.1.



19.2.

19.3.

19.4.

19.5.

20. COLLECTIVE AGREEMENT

20.1.

21. RECONSTRUCTION AND AMALGAMATION

21.1.

22. NOTICES

22.1.

22.2.



23. ENTIRE AGREEMENT

- 23.1. This agreement may be executed in any number of counterparts, including counterparts transmitted by facsimile or email, each of which, when executed and delivered, shall be deemed an original, and all the counterparts together shall constitute one and the same instrument.

24. VARIATION

- 24.1. No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

25. COUNTERPARTS

- 25.1. This agreement may be executed in any number of counterparts, including counterparts transmitted by facsimile or email, each of which, when executed and delivered, shall be deemed an original, and all the counterparts together shall constitute one and the same instrument.

26. THIRD PARTY RIGHTS

- 26.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the Employee and the Company shall have any rights under it. The terms of this agreement or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case), without the consent of any third party.

27. GOVERNING LAW AND JURISDICTION

- 27.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 27.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).