

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI624675

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Oval Engine LTD	12/20/2023
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	LEGION POWER LIMITED
<b>Street Address:</b>	2 London Wall Place
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC2Y 5AU
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14363187
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	9198541401
<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>	9198541400
<b>Email:</b>	mspinelli@myersbigel.com
<b>Correspondent Name:</b>	Maddie Spinelli
<b>Address Line 1:</b>	4130 Parklake Avenue, Suite 250
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27612
<b>ATTORNEY DOCKET NUMBER:</b>	9837.22
<b>NAME OF SUBMITTER:</b>	Maddie Spinelli
<b>SIGNATURE:</b>	Maddie Spinelli
<b>DATE SIGNED:</b>	11/12/2024
<b>Total Attachments: 5</b>	
source=9837.22 Assignment#page1.tiff	
source=9837.22 Assignment#page2.tiff	
source=9837.22 Assignment#page3.tiff	
source=9837.22 Assignment#page4.tiff	
source=9837.22 Assignment#page5.tiff	

**ASSIGNMENT dated 20<sup>th</sup> December 2023**

**BETWEEN:**

1. **OVAL ENGINE LIMITED** registered England under number 07388593 with its registered office at 2 London Wall Place, London EC2Y 5AU (the "Assignor")

and

2. **LEGION POWER LIMITED** registered England under number 12096066 with its registered office at 2 London Wall Place, London EC2Y 5AU (the "Company")

**RECITALS**

- A The Assignor has been involved in the design and development of generator sets, engines and related components including the LUX 10/10 model and also it has registered various related patents as set out in The Schedule to this agreement (the "Concept").
- B The Assignor now wishes to transfer all individual and shared rights in the Concept and the Works to the Company on the terms and subject to the conditions of this Assignment.

**OPERATIVE CLAUSES**

**NOW IT IS HEREBY AGREED** as follows:-

**1. Definitions and Interpretation**

- 1.1 In this Assignment the following expressions shall have the following meanings:

**Assignment:** means this Assignment including the Recitals;

**Intellectual Property Rights:** means copyright and all other intellectual and industrial property rights (including, without limitation, patent, trade mark, trade and business names, design rights, topography rights, rights in computer software, know-how, rights of confidence, trade secrets, rights in the nature of unfair competition and any applications for registration in respect of the same) throughout the world no matter what such rights may be known as in any particular country in the world and whether owned individually or jointly by any person(s);

**Name:** means the business name "Oval Engine" and all variations thereof and logos and all goodwill therein;

**Works:** means all and any information, technology, website, computer software code (whether object code or source code), inventions, documents, specifications for patents, works, materials, drawings, source materials, research or other items of any nature produced by or on behalf of the Assignor in relation to the Concept, either past or in the future and in each case whether recorded in writing or electronically.

- 1.2 References in this Assignment to recitals, clauses and schedules are, unless otherwise stated, references to recitals or clauses or schedules of this Assignment.
- 1.3 References in this Assignment to any Act of Parliament shall be deemed to include any amendment, replacement or re-enactment of such Act.

2. Assignment

2.1 In consideration of the payment by the Company to the Assignor of the sum of [REDACTED] (receipt of which is hereby acknowledged by the Assignor), the Assignor as legal and beneficial owner and with full title guarantee hereby assigns to the Company:

2.1.1 all Intellectual Property Rights in and to the Concept and in the Works throughout the world for the whole term of such Intellectual Property Rights, including any extensions or renewals, including the exclusive right to make applications for the protection or registration of such Intellectual Property Rights in all territories in any part of the world and any right to make any new application or applications from any of the Applications which claim priority from the same;

2.1.2 all right, title and interest of the Assignor in the Name; and

2.1.3 the right to sue for damages and other remedies in respect of any infringements of the Intellectual Property Rights in the Concept or the Works (including the Applications), or for conversion of the Concept or the Works, taking place prior to the date of this Assignment to hold the same unto the Company absolutely.

2.2 It is expressly agreed that the assignment in clause 2.1 shall be effective to vest in the Company any application to any third party regarding the Concept and the full and exclusive benefit of it.

2.3 The Assignor hereby waives irrevocably and unconditionally in favour of the Company and its successors all moral rights in and to the Concept and the Works (whether conferred by the Copyright Designs and Patents Act 1988 or otherwise) which the Assignor may now or hereafter possess in respect of the Concept and the Works.

2.4 The Assignor hereby agrees to execute and sign including Intellectual Property Office Form 16 and do all such further documents acts and things as the Company may reasonably require to:

2.4.1 vest fully in it the entire legal title to and benefit of the Intellectual Property Rights in and to the Concept and the Works; and

2.4.2 to prosecute applications for registration or protection of the Concept and the Works in any part of the world; and

2.4.3 to take or defend proceedings in respect of any of the Concept and the Works.

3.

3.1

**4. Delivery of Materials**

The Assignor shall immediately following execution of this Assignment deliver to the Company all the Intellectual Property Rights and the Works if any capable of physical delivery or any such materials it may at any later date hold immediately upon such request from the Company.

**5. General**

- 5.1 This Assignment sets out the entire agreement and understanding between the Parties in respect of the subject matter of this Assignment.
- 5.2 Failure by any party to exercise or enforce any right conferred by this Assignment shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right or of any other right on any other occasion.
- 5.3 If any part, term or provision of this Assignment not being of a fundamental nature be held illegal or unenforceable, the validity or enforceability of the remainder of this Assignment shall not be affected.
- 5.4 No Party may assign or otherwise transfer any of its or their rights and obligations under this Assignment without the prior written consent of all other Parties.
- 5.5 This Assignment may only be modified if such modification is in writing and signed by or by a duly authorised representative of each party.
- 5.6 Save as otherwise set out in this Assignment, each of the Parties shall bear its respective costs and expenses in relation to the preparation, negotiation and implementation of this Assignment.
- 5.7 The Parties do not intend any term of this Assignment to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 5.8 This Assignment may be executed in any number of counterparts and by the Parties on separate counterparts but shall not be effective until each Party has executed at least one counterpart and each counterpart, when executed, shall be an original of this Assignment and all counterparts shall together constitute one and the same Assignment.
- 5.9 Any notice to a Party under this Assignment shall be in writing signed by or on behalf of the Party giving it and shall be served on a Party if given personally, left at or sent by prepaid first class post or prepaid recorded delivery or special delivery to the address of that Party set out for that purpose on page 1 or other address as notified to the other parties from time to time. A notice shall be deemed to have been served at the time of delivery if delivered personally otherwise two business days after posting.
- 5.10 This Assignment is to be read and construed in accordance with and governed by the laws of England. The Parties submit to the exclusive jurisdiction of the English Courts as regards any claim, dispute or matter arising out of or relating to this Assignment or any of the documents to be executed pursuant to this Assignment.

## THE SCHEDULE

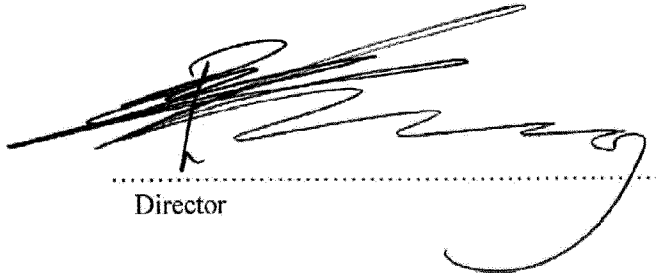
### PATENTS

1. 'Rotary Engine' Patent / International Application No: **PCT/GB2014/052374**
2. Metal Matrix Composite Material' Patent/International Application No. **PCT/GB2016/050147**
3. 'Engine Intake Apparatus & Method'/International Application No.**PCT/GB2012/053046**
4. 'Engine Intake Apparatus & Method' **US 11,125,191 B2**

**IN WITNESS** whereof the parties hereto have executed this Assignment as a Deed on the day and year first written above

**EXECUTED as a DEED by**

**LEGION POWER LIMITED**  
acting by Peter Tahany



.....  
Director

in the presence of:

Name: **JASPER TAHANY**


Signature: 

Address: **Goldsmith Hall, 2 Westland Row, Dublin 2, Ireland**

Occupation: **STUDENT**

**EXECUTED as a DEED by**

**OVAL ENGINE LIMITED**  
acting by Veronica Hurst



.....  
Director

in the presence of:

Name: **REV. R. BRUCCIANI**

Signature: 

Address: **125 ARTHUR ROAD, LONDON SW19 7DR**

Occupation: **MINISTER OF RELIGION (R.C.)**

**ADDENDUM TO THE AGREEMENT BETWEEN THE PARTIES DATED 20<sup>th</sup> DECEMBER  
2023**

**THE SCHEDULE**

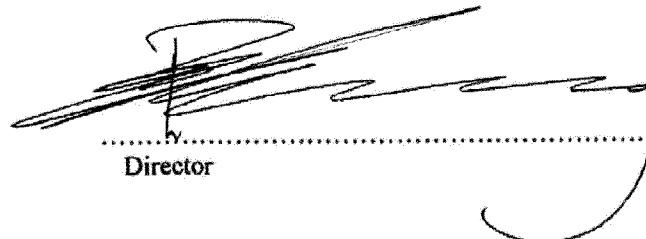
**PATENTS**

1. 'Rotary Engine' Patent / International Application No: PCT/GB2014/052374
2. Metal Matrix Composite Material' Patent/International Application No. PCT/GB2016/050147
3. 'Engine Intake Apparatus & Method'/International Application No.PCT/GB2012/053046, including the patents derived therefrom:
  - (a) European patent EP2820290, and the national patents derived therefrom in France, Germany (60 2012 030 857.5) and Italy; and
  - (b) US patent US11,125,191 (application no US14/363,187, publication no US-2014-0345568).
4. 'Engine intake fuel injection and heating' / UK patent GB2497319; and Hong Kong patent HK1185397 (application no HK13112643.1) derived from UK patent GB2497319.

**IN WITNESS** whereof the parties hereto have executed this Assignment on 21<sup>st</sup> December 2023.

**EXECUTED by**

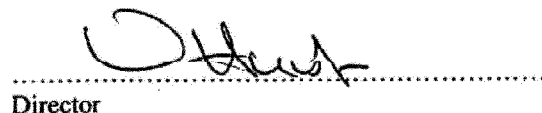
**LEGION POWER LIMITED**  
acting by Peter Tahany



.....  
Director

**EXECUTED by**

**OVAL ENGINE LIMITED**  
acting by Veronica Hurst



.....  
Director