

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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Assignment ID: PATI652885

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Recycling Technologies Ltd	12/08/2022
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Deeptech Recycling Limited
<b>Street Address:</b>	20 St Andrew Street
<b>Internal Address:</b>	Holborn Circus
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC4A 3AG
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17768595
<b>Application Number:</b>	17773796
<b>Patent Number:</b>	10093860
<b>Patent Number:</b>	10717934
<b>Patent Number:</b>	10760003
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	6122687058
<b>Email:</b>	sfaction@spencerfane.com,mbondi@spencerfane.com
<b>Correspondent Name:</b>	Michael Bondi
<b>Address Line 1:</b>	100 South Fifth Street, Suite 2500
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402
<b>ATTORNEY DOCKET NUMBER:</b>	5513335.3
<b>NAME OF SUBMITTER:</b>	Michael Bondi
<b>SIGNATURE:</b>	Michael Bondi
<b>DATE SIGNED:</b>	11/22/2024
<b>Total Attachments: 10</b>	

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**Dated**

8 December

**2022**

**RECYCLING TECHNOLOGIES LTD (IN ADMINISTRATION)**

**NICHOLAS HOLLOWAY AND WILLIAM WRIGHT**

**DEEPTech RECYCLING LIMITED**

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**AGREEMENT FOR THE  
SALE OF ASSETS**

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**Schedule 2**

**IPR Assignment**

**This Deed of Assignment** is made

**Between**

- (1) **Recycling Technologies Ltd** (No. 07528795) whose registered office is at Unit B2, Stirling Court, Stirling Road, Swindon, SN3 4TQ (**Assignor**) acting by the Administrators (defined below);
- (2) **Nicholas Holloway** and **William James Wright** both of Interpath Ltd, 9th Floor, 10 Fleet Place, London, EC2M 7RB (together the **Administrators**); and
- (3) **Deeptech Recycling Limited** (No.14528073) whose registered office is at 20 St Andrew Street, Holborn Circus, London, England, EC4A 3AG (**Assignee**).

(the **Parties**)

**Whereas**

- (A) The Assignor is the legal and beneficial owner of the Business Intellectual Property.
- (B) The parties have agreed that the Business Intellectual Property should be transferred by the Assignor to the Assignee on the terms and subject to the conditions set out in this Assignment.

**THIS DEED WITNESSES THAT:**

**Definitions and Interpretation**

- 1.1 In this Assignment:

**Asset Sale Agreement** means the agreement for the sale of assets made between the Parties and dated the date of this Assignment, and of which this Assignment forms part.

**Business** has the meaning given to that term in the Asset Sale Agreement

**Business Intellectual Property** means the Trade Marks, Patents and all other Intellectual Property Rights owned by the Assignor in relation to the Business carried on by the Assignor prior to the Effective Date including without limitation the Trade Marks, Patents and Intellectual Property Rights set out in the Schedule.

**Business Name** means Recycling Technologies Ltd and liberty to use such name after the Effective Date in the style or format and/or with the logo in and/or with which such name is or has been used by the Assignor in connection with the Business prior to the Effective Date.

**Effective Date** means the date that this Assignment is executed by both parties.

**Intellectual Property Rights** means:

- (a) such patents, utility models, supplementary protection certificates, petty patents, registered designs, rights in copyrights (including author's and neighbouring or related rights) database rights, design rights, semiconductor topography rights, mask work rights, trade-marks and service marks whether owned or licensed (wherever existing in the world and whether registered or not and including all renewals extensions and revivals), and all rights to apply for any of the foregoing as may be owned by the Assignor and used exclusively in connection with the Business as at the Effective Date.

- (i) Where any intellectual property rights derive from a licence this includes the benefit of any licence to use or exploit the same insofar as the same is freely assignable but excluding the benefit of any licences in favour of the Seller in respect of such Intellectual Property the assignment of which is by its terms prohibited and subject in any event to all and any licences, sub-licences or other rights granted by the Seller in respect of the same;
- (b) all registrations or applications to register any of the items detailed in paragraph (a); and
- (c) all rights in the nature of any of the items detailed in paragraph (a) including continuations in part and divisional applications, know-how, reputation, personality or image, the Business Name, brand names, get up, logos, domain names and URLs including passwords and log in information, rights in unfair competition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of, the rights listed in this definition in any jurisdiction.

**Patents** means the patents and patent applications listed in the Schedule to this Assignment including all renewals, extensions and continuations thereof, wherever existing.

**Trade Marks** means all trademarks (wherever existing in the world and whether registered or not and including all renewals extensions and revivals) and all rights to apply for the foregoing as may be owned by the Assignor.

- 1.2 The attached Schedule forms part of this Assignment and references to this Assignment include the Schedule.
- 1.3 References in this Assignment to recitals, clauses and schedules are to recitals and clauses of, and schedules to, this Assignment.
- 1.4 In this Assignment, a reference to a party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 In this Assignment, unless the context otherwise requires, words importing a gender include every gender, references to the singular include the plural and vice versa and words denoting persons include individuals and bodies corporate, partnerships, unincorporated associations and other bodies (in each case, wherever resident and for whatever purpose) and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 Headings in this Assignment shall not affect the interpretation of this Assignment.
- 1.8 In this Assignment, the words "other", "includes", "including" "for example" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

## 2 Assignment

In consideration of the sum of £1 paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), and the entry into the Asset Sale Agreement, the Assignor hereby

assigns to the Assignee absolutely (to the extent the Assignor is free and able to assign the same), with effect on and from the Effective Date, all of the following:

- (a) all rights, title and interest in and to the Business Intellectual Property and all rights, powers, immunities and privileges conferred on the Assignor as the proprietor;
- (b) all rights, powers, immunities and privileges arising or accruing in relation to the applications comprised in the Trade Marks to the intent that the grant of any trade marks pursuant to any of such applications shall be in the name of and shall vest in the Assignee absolutely;
- (c) the right to apply for and obtain registered protection throughout the world with respect to any Business Intellectual Property together with the right to claim priority from any applications with the intent that such protection shall be in the name of and shall vest in the Assignee absolutely;
- (d) all rights including statutory and common law rights attaching to and represented by the Business Intellectual Property together with the goodwill attaching to and represented by the Trade Marks (and any other trade marks, get-up and domain names) (but no other goodwill); and
- (e) 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 (including passing off) arising from ownership, of any of the Business Intellectual Property whether occurring before, on or after the date of this Assignment.

### **3 Exclusion of Personal Liability**

The Administrators are party to this Assignment only for the purpose of receiving the benefit of this declaration and any other covenants, conditions or provisions in their favour contained in this Assignment and neither the Administrators nor their partners, members, firm, employees or agents shall incur any personal liability (nor any liability ranking as an expense of the Administration of the Assignor) howsoever arising under or in connection with this Assignment or the transaction hereby agreed or under any deed or other document or agreement entered into pursuant to or in connection with this Assignment.

### **4 Exclusions of Representations and Warranties**

The Assignee admits that the Assignee has inspected and made all investigations it wishes concerning the Business Intellectual Property and that the Assignee enters into this Assignment solely as a result of that inspection and investigation and on the basis of the terms of this Assignment and not in reliance upon representations or warranties whether written or oral express or implied made by or on behalf of the Assignor or the Administrators or their employees or any agents or representatives thereof or any of them.

### **5 Further Assurance**

The Assignor shall, and shall use reasonable endeavours to procure that any third party shall, at the cost of the Assignee (such costs to include all reasonably incurred legal fees and expenses) execute such further documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Assignment, including registration of the Assignee as applicant or registered proprietor of such of the Business Intellectual Property as is the subject of a registration or application to register.

## 6 Confirmatory Assignment

If in any country or territory the execution after the date of this Assignment of a confirmatory assignment or other document of any of the registrable Business Intellectual Property in that country or territory would be ineffective or invalid by reason of the transfer effected by this Assignment, then this Assignment shall be deemed to be an agreement to assign, and not an assignment of that registrable Business Intellectual Property in that country or territory.

## 7 General

- 7.1 **Variation:** No variation of this Assignment shall be effective unless it is in writing and is signed by or on behalf of each of the parties.
- 7.2 **Waiver:** Delay in exercising, or failure to exercise, any right or remedy in connection with this Assignment shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Assignment in any instance shall not operate as a waiver of any further exercise or enforcement of that right and the waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Assignment shall, in any event, be effective unless it is in writing.
- 7.3 **Severability:** The parties intend each provision of this Assignment to be severable and distinct from the others. If a provision of this Assignment is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Assignment shall not be affected.
- 7.4 **Counterparts:** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, all of which taken together constitute one and the same instrument.
- 7.5 **Third Party Rights:** No one other than a party to this Assignment, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 7.6 **Law:** This Assignment 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 the law of England.
- 7.7 **Jurisdiction:** The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).

**Executed as a Deed** by the Parties or their duly authorised representatives but not delivered until the date of this Deed

## Schedule



**PATENTS****a) PATENT FAMILY 1 – PROCESS AND APPARATUS FOR TREATING WASTE COMPRISING MIXED PLASTIC WASTE**

Country	Patent	Application No.	Filing Date	Publication No.	Publication Date	Registration No.	Status
European Patent	Process and apparatus for treating waste comprising mixed plastic waste	EP20130802698	31-Oct-2013	EP2956524	23-Dec-2015	EP2956524	GRANTED
European Patent	Portable apparatus for treating waste comprising mixed plastic waste	EP20190217988	31-Oct-2013	EP3656834	27-May-2020	-	PUBLISHED
United Kingdom	Process and apparatus for treating waste comprising mixed plastic waste	GB1303005.1	20-Feb-2013	GB2503065	18-Dec-2013	GB2503065	GRANTED
United States of America	Process and apparatus for treating waste comprising mixed plastic waste	14/768066	31-Oct-2013	US2015/0376508	31-Dec-2015	US10093860	GRANTED
United States of America	Process and apparatus for treating waste comprising mixed plastic waste	16/124608	07-Sep-2018	US2019/0010402	10-Jan-2019	US10717934	GRANTED
United States of America	Process and apparatus for treating waste comprising mixed plastic waste	16/127901	11-Sep-2018	US2019/0016960	17-Jan-2019	US10760003	GRANTED

**b) PATENT FAMILY 2 – IMPROVEMENTS IN AND RELATING TO PYROLYSIS REACTOR FEED SYSTEMS**

Country	Patent	Applicat ion No.	Filing Date	Publication No.	Publication Date	Registration No.	Status
International (PCT) Patent	Improvements in and relating to pyrolysis reactor feed systems, and method	PCT/GB 2020/05 2783	03-Nov- 2020	WO2021/08 9995	14-May-2021	-	-
European Patent	Improvements in and relating to pyrolysis reactor feed systems and method	EP2020 0801397	03-Nov- 2020	EP4054754	14-Sep-2022	-	PUBLISHED
United Kingdom	Improvements in and relating to reactor feed systems	GB1915 998.7	04-Nov- 2019	GB2590061	23-Jun-2021	GB2590061	GRANTED

**c) PATENT FAMILY 3 – IMPROVEMENTS IN AND RELATING TO REACTOR FLUID SUPPLY SYSTEMS**

Country	Patent	Applicat ion No.	Filing Date	Publication No.	Publication Date	Registration No.	Status
International (PCT) Patent	Improvements in and relating to reactor fluid supply systems	PCT/GB 2020/05 2594	15-Oct- 2020	WO 2021/07462 6	22-Apr-2021	-	
European Patent	Improvements in and relating to reactor fluid supply systems	EP2020 0793783	15-Oct- 2020	EP4045850	24-Aug-2022	-	PUBLISHED
United Kingdom	Improvements in and relating to reactor fluid supply systems	GB1914 985.5	16-Oct- 2019	GB2588384	28-Apr-2021	-	PUBLISHED

Executed as a Deed by **Recycling Technologies Ltd** (in administration) acting by Nicholas Holloway one of its Administrators pursuant to the powers conferred on him/her by the Insolvency Act 1986 in the presence of

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)

DocuSigned by:

*Nicholas Holloway*

0CC94738D190433...

Witness

DocuSigned by:

*Holly Woolven*

Signature .....3785F26328734B0.....

Name .....Holly Woolven.....

Address .....10 Fleet Place, EC4M 7RB.....

.....Accountant.....

Occupation.....

Executed as a Deed by **Nicholas Holloway** on behalf of himself and **William James Wright** (without incurring personal liability on the part of either of the Administrators) in the presence of

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)  
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DocuSigned by:

*Nicholas Holloway*

0CC94738D190433...

Witness

DocuSigned by:

*Holly Woolven*

Signature .....3785F26328734B0.....

Name .....Holly Woolven.....

Address .....10 Fleet Place, EC4M 7RB.....

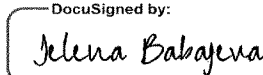
.....Accountant.....

Occupation.....

Executed as a Deed by **DEEPTech**  
**RECYCLING LIMITED** acting by a director in  
the presence of

)  
) DocuSigned by:  
) *Dr Hian Hien*  
) 156BC2A4420345E...

Witness

Signature  .....  
A6C4C7AD53F9446...

Jelena Babajeva  
Name .....

46 Urbanizacao The Village, Almancil 8135-106, Portugal  
Address .....

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Researcher  
Occupation.....