

Assignment of Intellectual Property Rights

Between

(1) Sam Simpson

and

(2) Sample Limited

Dated Date TBC

This agreement is dated Date TBC between:

Parties

- (a) Sam Simpson, of California House, Tydehams, Newbury, Berks, United Kingdom, RG14 6JT (the Assignor); and
- (b) Sample Limited, with registered number 11526903 whose registered office is The Corran The Corran, Batchworth Hill, Rickmansworth, Hertfordshire, WD3 1JP, United Kingdom (the Company),

together the Parties and each a Party.

Whereas

- (a) Assignor has created Intellectual Property (as defined below) for the Company. That Intellectual Property arose or was developed prior to the Assignor's employment by the Company.
- (b) Assignor is willing to assign to the Company all Assigned IPRs (as defined below) on the terms of this agreement.

The parties agree as follows:

1. Definitions and interpretations

- 1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings in this agreement and in the Schedule attached to it.

Assigned IPRs means the Know How, the Materials, the Patents, the Technologies, the Trade Marks and all Intellectual Property Rights within or represented by the Know How, the Materials, the Patents, the Technologies and the Trade Marks;

Intellectual Property means all intellectual property of whatever nature, including all patents, trade marks, service marks, domain names, registered designs, utility models, design rights, database rights, copyright (including copyright in software and computer algorithms), trade secrets and other confidential information, know-how, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including the right to apply for, and all applications, for any of the foregoing rights, the right to claim priority, the right to sue for past infringements and common law or equitable remedies in respect of any of the foregoing rights, and any renewals, extensions or restorations, and divisional, continuation and reissued applications of the foregoing rights, together with rights to sue for unfair competition or for passing off, including in respect of past activities (and Intellectual Property Rights means rights, title and interest in such Intellectual Property);

Know-How means any and all data, information, know-how, inventions, formulae, processes, methods, techniques, technologies, technical information, specifications and

trade secrets, in each case whether or not patentable and in any format, whether oral, written, graphic, electro-magnetic, in machine readable form, computerised or otherwise stored in any media and which is not in the public domain except through disclosure in breach of any obligation of confidentiality, and excluding any of the foregoing in which the Company would not expect to own, and does not need to own for the operation of its business as currently or foreseeably operated, the Intellectual Property Rights;

Materials means all and any physical material and any information in any form whatever, whether oral, written, graphic, electro-magnetic, in machine readable form, computerised or otherwise stored in any media, and that has in each case at any time on or before the date of this agreement been provided by Assignor to the Company at any time, whether before, on or after the date of Assignor's employment with the Company, excluding any of the foregoing in which the Company would not expect to own and does not need to own for the operation of its business as currently or foreseeably operated, the Intellectual Property Rights (for example, third party journal articles and third party manufactured items such as furniture and equipment);

Patents means any patents and applications listed in the Schedule, together with any foreign counterparts thereof, including all provisional applications, divisions, renewals, continuations, continuations-in-part, extensions, reissues, re-examinations, substitutions, confirmations, registrations, revalidations, restorations and additions of or to them, as well as any supplementary protection certificate, or like form of protection, on file with the appropriate governmental agencies;

Technologies means: (i) all Know-How held or stored by the Company and all Know-How that is applied, used or intended to be applied or used within the Company's business; and (ii) all inventions claimed in the Patents; and

Trade Marks means the registered trade marks, short particulars of which are set out in the Schedule,

and that has in each case on or before the date of this agreement been provided by Assignor to the Company at any time, whether before, on or after the date of Assignor's employment with the Company.

- 1.2 In this agreement (except where the context otherwise requires):
 - 1.2.1 any phrase introduced by the terms including, include, in particular, for example or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms;
 - 1.2.2 the headings are included for convenience only and will not affect the construction and interpretation of this agreement;
 - 1.2.3 use of the singular includes the plural and vice versa;
 - 1.2.4 reference to a Party includes its successors, permitted assigns and (where applicable) its personal representatives;

- 1.2.5 any reference to a clause or Schedule is to the relevant clause of or schedule to this agreement, and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the clause or Schedule in which it appears; and
- 1.2.6 the Schedule forms part of this agreement and will have effect as if set out in full in the body of this agreement.

2. Assignment

- 2.1 In consideration of the sum of £5, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns all Assigned IPRs to the Company, with full title guarantee.
- 2.2 The assignment in clause 2.1 shall take effect from the date that the individual Intellectual Property Right in question was provided to the Company.

3. Warranties

- 3.1 Assignor warrants to the Company that:
 - 3.1.1 Assignor had at the date(s) the Assigned IPRs were provided to the Company, and at all times thereafter has continued to have, the right to provide the Assigned IPRs to the Company;
 - 3.1.2 Assignor had at the date(s) the Assigned IPRs were provided to the Company, and at all times thereafter has continued to have, the right to assign as legal and beneficial owner all ownership and Intellectual Property Rights in and to the Assigned IPRs to the Company;
 - 3.1.3 all Assigned IPRs are assigned free from any third party rights, security interests, options, mortgages, charges or liens; and
 - 3.1.4 so far as Assignor is aware, the copying, use or exploitation of the Assigned IPRs will not infringe the rights of any third party.

4. Variation

No variation of or amendment to this agreement shall bind the Parties, unless made in writing and signed by both Parties.

5. Waivers

Failure of either Party to enforce or exercise, at any time for any period, any term of this agreement does not constitute, and shall not be construed as, a waiver of such term and shall not affect the right to enforce such term, or any other term contained in this agreement, at a later date.

6. Severability

The invalidity or unenforceability of any term of or any right arising pursuant to this agreement shall not adversely affect the validity or unenforceability of the remaining terms and rights.

7. Entire Agreement

- 7.1 This agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement between the Parties, whether oral or in writing.
- 7.2 No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to this agreement, except as expressly stated in this agreement.
- 7.3 Neither Party shall have any remedy in respect of any untrue statement made to it on which it has relied in entering into this agreement, unless such untrue statement was made fraudulently, and that Party's only remedies shall be for breach of contract as provided in this agreement.

8. Further assurance

The Parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by this agreement.

9. Rights of third parties

No term of this agreement shall be enforceable by a person who is not a Party.

10. Counterparts

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. Governing law and jurisdiction

- 11.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation, including any question regarding its existence, validity or termination, (including non-contractual disputes or claims) (Dispute) shall be governed by and construed in accordance with the laws of England and Wales.
- 11.2 Disputes shall be referred to the courts of England and Wales, which shall have exclusive jurisdiction to settle any Dispute.

Schedule

Patents

N/A

Trade Marks

N/A