

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484654

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	04/01/2018

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Medical Research Council		04/26/2018	a body incorporated by Royal Charter dated 1 April 1920 whose Royal Charter number is RC000346: UNITED KINGDOM

## RECEIVING PARTY DATA

<b>Name:</b>	United Kingdom Research and Innovation
<b>Street Address:</b>	Polaris House, North Star Avenue
<b>City:</b>	Swindon
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	SN2 1FL
<b>Entity Type:</b>	a body corporate established pursuant to section 91 of the Higher Education and Research Act of 2017: UNITED KINGDOM

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4879736	ULTRAUFOIL
Registration Number:	4766762	MORPHEUS
Registration Number:	4879737	GRAFOIL
Registration Number:	3902497	MOUSEBOOK

## CORRESPONDENCE DATA

**Fax Number:** 4142770656  
**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.**  
**Phone:** 414-271-6560  
**Email:** chiipdocket@michaelbest.com  
**Correspondent Name:** Gregory J. Hartwig  
**Address Line 1:** 100 East Wisconsin Avenue, Suite 3300  
**Address Line 4:** Milwaukee, WISCONSIN 53202

<b>ATTORNEY DOCKET NUMBER:</b>	065435-9000
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## DOMESTIC REPRESENTATIVE

OP \$115.00 4879736

**Name:** Gregory J. Hartwig  
**Address Line 1:** 100 East Wisconsin Avenue, Suite 3300  
**Address Line 4:** Milwaukee, WISCONSIN 53202

**NAME OF SUBMITTER:** Laura M. Konkel

**SIGNATURE:** /laura m. konkel/

**DATE SIGNED:** 08/03/2018

**Total Attachments: 15**  
source=065435-9000-US00-ASSIGNMENT-MRC-TO-UKRI-07-02-18 TRADEMARKS -- 23791848 v1#page1.tif  
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## **Higher Education and Research Act 2017 (United Kingdom Research and Innovation) Property Transfer Scheme 2018**

Whereas it is the intention of the Secretary of State to cause the Research Councils as listed in section 109 of the Higher Education and Research Act 2017 to cease to exist following: (i) the completion of their final accounts; and (ii) the Research Councils having taken any such steps as is necessary to give effect to the transfer of all property, rights and liabilities in accordance with this Property Transfer Scheme to United Kingdom Research and Innovation;

And whereas from and including the date on which this Property Transfer Scheme takes effect, United Kingdom Research and Innovation is to exercise its statutory research and innovation functions pursuant to section 93 of the Higher Education and Research Act 2017 and the Research Councils are to cease to exercise their research and innovation functions;

Now the Secretary of State, in exercise of the powers conferred by section 115 and Schedule 10(1) and 10(2) of the Higher Education and Research Act 2017, makes this Property Transfer Scheme in connection with the establishment of United Kingdom Research and Innovation.

### **Interpretation**

#### **1. In this Transfer Scheme-**

“the Act” means the Higher Education and Research Act 2017;

“CEO” means the Chief Executive Officer of UKRI;

“HEFCE” means the Higher Education Funding Council for England, a body corporate established pursuant to section 62(1) of the Further and Higher Education Act 1992;

“intellectual property rights” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, 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;

“land” includes all freeholds and heritable interests, leases, subleases, licences, customary rights, easements, servitudes, quasi easements and contracts relating to such land and (in addition to land) buildings, structures and works in, on, under or over such land, formations, earthworks, culverts, drains, means of enclosure, retaining walls and land covered by water, together with loose and fixed plant, equipment and machinery and mines and minerals;

“records” includes material in whatever form or medium which conveys, or is capable of conveying information inclusive of data;

“research councils” means the research councils listed in section 109(1) of the Act;

“symbolic property” has the meaning given to it in section 109(4) of the Act;

“UKRI” means United Kingdom Research and Innovation, a body corporate established pursuant to section 91(1) of the Act; and

other words and expressions used in this Order have the same meanings as in the Act.

### **Transfer Date**

2. The transfer date is 1 April 2018.

**Transfer of property, rights and liabilities of the research councils and the Higher Education Funding Council for England**

3. Subject to paragraph 5 below, on the transfer date all property (including symbolic property), rights and liabilities of the research councils are transferred to UKRI.
4. The property (including symbolic property), rights and liabilities transferred to UKRI under paragraph 3 include without limitation:
  - a. all property, rights and liabilities of each research council in or relating to the land within England and Wales listed in Schedule 1;
  - b. all property, rights and liabilities of each research council in or relating to the land within Scotland listed in Schedule 2;
  - c. all property, rights and liabilities of each research council in or relating to any other land in which immediately before the transfer date that research council has any property, rights or liabilities;
  - d. the MRC Pension Scheme governed by the Definitive Trust Deed of 20 December 2011;
  - e. all intellectual property rights; and
  - f. all information, data and records.
5. Rights or liabilities under or in connection with a contract of employment with any of the research councils are not transferred to UKRI under this Transfer Scheme.
6. On the transfer date, the property, rights and liabilities of HEFCE as listed in Schedule 3 transfer to UKRI.
7. Rights or liabilities under or in connection with a contract of employment with HEFCE (as transferred to UKRI under this Transfer Scheme) are not transferred to UKRI under this Transfer Scheme.

**Transitional, incidental and supplementary provisions**

8. Anything done (or having effect as if done) before the transfer date by or in relation to the research councils and HEFCE as transferred to UKRI by this Transfer Scheme, has effect on and after that date as if done by or in relation to UKRI.
9. Anything (including legal proceedings) which, before the transfer date is in the process of being done by, on behalf of, or in relation to the research councils and HEFCE as transferred to UKRI by this Transfer Scheme may be continued on and after that date as if done by, on behalf of, or in relation to UKRI.
10. Any reference to the research councils and HEFCE as transferred to UKRI by this Transfer Scheme in any contract or agreement (whether written or not), instrument or other document has effect on and after the transfer date as a reference to UKRI in so far as it relates to anything transferred to UKRI.
11. This Transfer Scheme does not affect the validity of anything done (or having effect as if done) by or in relation to the research councils and HEFCE as transferred to UKRI by this Transfer Scheme before the transfer date.
12. Any transfer provided for by this scheme has effect:

- a. regardless of anything (of whatever nature) that would otherwise prevent, restrict or penalise the transfer of any of that property or those rights or liabilities;
  - b. without any instrument or other formality being required;
  - c. irrespective of any requirement for consent that would otherwise apply (whether arising under any enactment, instrument, agreement or otherwise); and
  - d. whether or not they would otherwise be capable of being transferred.
13. A certificate issued by, or on behalf of, the Secretary of State will be conclusive evidence that any property (including symbolic property), rights and/or liabilities (as appropriate) has transferred to UKRI.
  14. The Secretary of State, or another acting on their behalf, may execute any document or perform any act which is required to transfer any property (including symbolic property), rights and liabilities of the research councils and any property, rights and liabilities of HEFCE which are listed in Schedule 3.
  15. Any rights relating to a contract or agreement (whether written or not), instrument or other document transferred by virtue of any provision of this Transfer Scheme which were enforceable by or against the transferor immediately before the transfer date are, on and following the transfer date, to be enforceable by or against the transferee.
  16. Any liabilities relating to a contract or agreement (whether written or not), instrument or other document transferred by virtue of any provision of this Transfer Scheme which were enforceable by or against the transferor immediately before the transfer date are, on and following the transfer date, to be enforceable by or against the transferee.
  17. No right to terminate or vary a contract or agreement (whether written or not), instrument or other document is to operate or become exercisable, and no provision of any contract or agreement (whether written or not), instrument or other document is to operate or become exercisable or contravened, by reason of the transfer made by this Transfer Scheme.
  18. Where the rights and liabilities under a contract or agreement (whether written or not), instrument or other document are transferred by virtue of any provision of this Transfer Scheme on the transfer date, from a transferor to a transferee, that contract or agreement (whether written or not), instrument or other document is to continue to have effect as if it was originally entered into or agreed by the transferee.
  19. No right to terminate the membership of a body corporate is to operate or become exercisable, and no provision of a body corporate's constitution is to operate or become exercisable or be contravened, by reason of the transfer made by this Transfer Scheme.
  20. No right of reverter, right of pre-emption, right of forfeiture, right of re-entry, right to compensation, option or similar right affecting any land or other property or right is to operate or become exercisable as a result of any transfer of land or other property or right by virtue of this Transfer Scheme (whether or not any consent required to the transfer has been obtained).

#### **Modifications**

21. This Transfer Scheme may be modified by the Secretary of State with UKRI's written agreement on or after the transfer date and any such modifications may have effect from the transfer date.

Name: SHARON CUI

Signed: 

Date: 23/03/18

Department for Business, Energy and Industrial Strategy, for and on behalf of the Secretary of State

TO ALL TO WHOM THESE PRESENTS SHALL COME, I **EDWARD GARDINER** of the City of London, England **NOTARY PUBLIC** by royal authority duly admitted, sworn and holding a faculty to practise throughout England and Wales, DO HEREBY CERTIFY that the common seal of **MEDICAL RESEARCH COUNCIL**, a body incorporated by Royal Charter dated 1 April 1920 whose Royal Charter number is RC000346 (hereinafter called the "Council"), was affixed at foot of the instrument hereunto annexed in the manner prescribed by the regulations of the Council in my presence and in that of **DONALD HOOD BRYDON** and **FIONA MARY WATT**, authorised signatories of the Council, who signed in my presence at foot of the said instrument as such authorised signatories and as witnesses to the affixing of the said common seal, and did then deliver the said instrument as and for the act and deed of the Council;

AND I DO FURTHER CERTIFY that the common seal of **UNITED KINGDOM RESEARCH AND INNOVATION**, (also known as UK Research and Innovation) (hereinafter called "UKRI") a body corporate established pursuant to section 91 of the Higher Education and Research Act 2017 was affixed at foot of the said instrument in the manner prescribed by the regulations of UKRI in my presence and in that of **IAN PETER KENYON**, member and authorised signatory of UKRI, who signed in my presence at foot of the said instrument as such authorised signatory and as witness to the affixing of the said common seal, and did then deliver the said instrument as and for the act and deed of UKRI;

AND that the said instrument being so sealed, signed and delivered is duly executed as a deed and binds the said **MEDICAL RESEARCH COUNCIL** and the said **UNITED KINGDOM RESEARCH AND INNOVATION** in accordance with the provisions of the law of England and Wales.



Regulated by the Faculty Office of the Archbishop of Canterbury

Bankside House, 107 Leadenhall Street, London EC3A 4AF

Tel 020 7623 9477 Fax 020 7626 1504

Email [notary@cheeswrights.co.uk](mailto:notary@cheeswrights.co.uk)

DX 627 / London City EC3 [www.cheeswrights.co.uk](http://www.cheeswrights.co.uk)

Canary Wharf office Tel 020 7712 0000

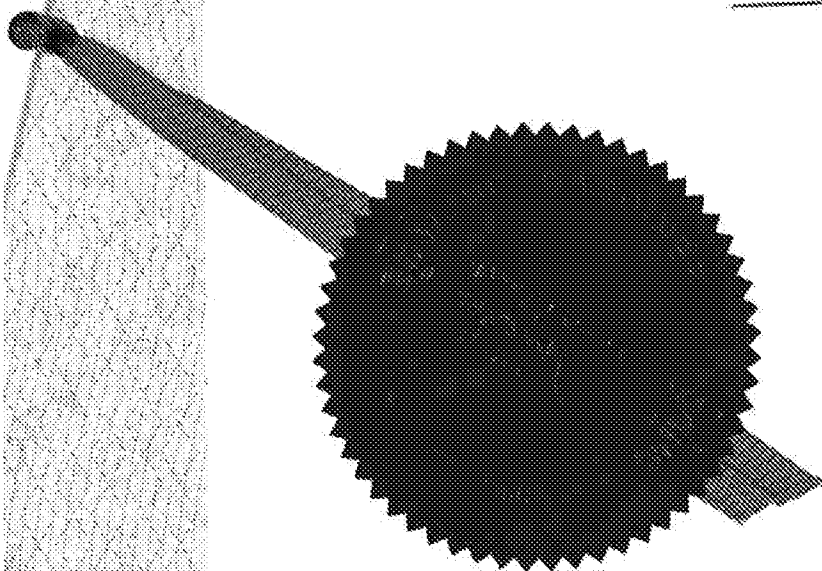
**TRADEMARK**

**REEL: 006404 FRAME: 0272**

IN FAITH AND TESTIMONY WHEREOF I the said notary have  
subscribed my name and set and affixed my seal of office in  
London, England this twenty sixth day of April in the year two  
thousand and eighteen.

*Felicit Caroline*

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This deed is dated 26 April 2018

## PARTIES

- (1) **Medical Research Council** a body incorporated by Royal Charter dated 1 April 1920 whose Royal Charter number is RC000346 (the "Council")
- (2) **United Kingdom Research and Innovation** (also known as UK Research and Innovation) a body corporate established pursuant to section 91 of the Higher Education and Research Act 2017 whose address is Polaris House, North Star Avenue, Swindon, SN2 1FL ("UKRI")

## BACKGROUND

- (A) Pursuant to Section 115 and Schedule 10 of the Higher Education and Research Act 2017 (the "Act"), the Secretary of State was provided with the right to make a property transfer scheme for the purpose of transferring all of the Council's property, rights or liabilities to UKRI.
- (B) Such a transfer scheme has been made with an effective date of 1 April 2018 (the "Transfer Scheme"). The property, rights and liabilities transferred under the Transfer Scheme includes all Intellectual Property Rights and Contracts (each as defined below) of the Council.
- (C) To the extent not otherwise transferred from the Council to UKRI (including without limitation under the Transfer Scheme), the parties now (a) assign the Council's Assigned Rights (defined below), and (b) deal with the Contracts (defined below), each as set out in this deed.

## AGREED TERMS

### 1 INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

#### 1.1 Definitions:

**Assigned Rights:** all Intellectual Property Rights owned by the Council as at 23:59:59 on 31 March 2018 including the Patents, the Trade Marks and the Registered Designs.

**Contracts:** all contracts to which the Council is a party as at 23:59:59 on 31 March 2018.

**Effective Date:** 00:00:00 on 01 April 2018.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names

and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, 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.

**Patents:** the patents and the applications short particulars of which are set out in Schedule 1.

**Registered Designs:** the registered designs and the applications short particulars of which are set out in Schedule 3.

**Trade Marks:** the registered trade marks and the applications short particulars of which are set out in Schedule 2.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax but not email.
- 1.10 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2

## ASSIGNMENT

2.1

In consideration of the sum of £1 (paid by UKRI to the Council, receipt of which the Council expressly acknowledges) and to the extent not transferred to UKRI under the Transfer Scheme (or otherwise), with effect from the Effective Date, the Council:

- (a) hereby assigns to UKRI absolutely all its right, title and interest in and to the Assigned Rights, including:
  - (i) the right to claim priority from, and absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Assigned Rights;
  - (ii) all goodwill attaching to the Trade Marks and to that part of the Council's business that relates to the goods or services for which the Trade Marks are registered or used; and
  - (iii) 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 arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement; and
- (b) shall, to the extent permitted by law hold the Contracts on trust for UKRI until transferred to UKRI.

2.2

UKRI hereby accepts the assignment of the Assigned Rights from the Council on the terms set out in this agreement.

3

## LICENCE

To the extent that the Assigned Rights are not transferred to UKRI (whether under the Transfer Scheme, this agreement or otherwise), the Council hereby grants UKRI a worldwide exclusive non-terminable royalty-free licence (including the right to sublicense) to use such Assigned Rights until such time as (in each case) the relevant Assigned Rights are assigned validly to UKRI.

4

## FURTHER ASSURANCE AND POWER OF ATTORNEY

4.1

The Council shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement, including:

- (a) in respect of Assigned Rights (or applications to register Assigned Rights), assisting UKRI in recording UKRI as (as applicable) applicant for, or proprietor of, the Assigned Rights; and
- (b) assisting UKRI in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against UKRI against or by any third party relating to the Assigned Rights.

4.2 The Council appoints UKRI to be its attorney in its name and on its behalf to execute documents, use the Council's name and do all things which are necessary or desirable for UKRI to obtain for itself or its nominee the full benefit of this agreement.

4.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Council's obligations under this agreement and the proprietary interest of UKRI in the Assigned Rights and so long as such obligations of the Council remain undischarged, or UKRI has such interest, the power may not be revoked by the Council, save with the consent of UKRI.

4.4 Without prejudice to Clause 4.2, UKRI may, in any way it thinks fit and in the name and on behalf of the Council:

- (a) take any action that this agreement requires the Council to take;
- (b) perform and take the benefit of the Contracts (save to the extent that the relevant Contract prohibits it);
- (c) exercise any rights which this agreement gives to the Council; and
- (d) appoint one or more persons to act as substitute attorney(s) for the Council and to exercise such of the powers conferred by this power of attorney as UKRI thinks fit and revoke such appointment.

The Council undertakes to ratify and confirm everything that UKRI and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

## 5 COUNTERPARTS

5.1 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.

5.2 No counterpart shall be effective until each party has executed at least one counterpart.

6 **THIRD PARTY RIGHTS**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

7 **GOVERNING LAW**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

8 **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 2


TRADE MARKS

Asset ref	Title	Type	Country	Application number	Application date	Reg number	Registered
A814/2477	Diagnostic sponge trademark	Trademark	UK	2537681	29/01/2010	2537681	29/01/2010
A814/2477	Diagnostic sponge trademark	Trademark	Int'l	1046086	01/07/2010	1046086	01/07/2010
A814/2477	Diagnostic sponge trademark	Trademark	AU	1046086	01/07/2010	1379555	27/01/2011
A814/2477	Diagnostic sponge trademark	Trademark	CTM (EP)	1046086	01/07/2010	1046086	26/06/2011
A814/2477	Diagnostic sponge trademark	Trademark	US	1046086	01/07/2010	4,014,523	23/08/2011
A814/2477	Diagnostic sponge trademark	Trademark	JP	1046086	01/07/2010	1046086	23/11/2011
A814/2477	Diagnostic sponge trademark	Trademark	CN	12146895	04/02/2013	12146895	28/07/2014
A814/3137	UltrAuFoil	Trademark	US	86465782	26/11/2014	4879736	05/01/2016
A814/3137	UltrAuFoil	Trademark	CTM (EP)	13496138	25/11/2015	13496138	27/04/2015
A814/3137	UltrAuFoil	Trademark	CA	1729579	22/05/2015	TMA960111	13/01/2017
A814/3137	UltrAuFoil	Trademark	Int'l	1256433	22/05/2015	1256433	22/05/2015
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A814/3137	UltrAuFoil	Trademark	CN	13496138	22/05/2015	1256433	10/05/2016
A814/3137	UltrAuFoil	Trademark	SG	1256433	22/05/2015	40201512326T	06/01/2016
A814/3137	UltrAuFoil	Trademark	KR	1256433	22/05/2015	1069985	17/03/2016
A814/3137	UltrAuFoil	Trademark	JP	1256433	22/05/2015	1256433	28/10/2016
A814/3137	UltrAuFoil	Trademark	IL	1256433	22/05/2015	1256433	02/03/2017
A814/3143	Morpheus	Trademark	UK	2639714	25/10/2012	2639714	15/02/2013
A814/3143	Morpheus	Trademark	US	4766762	19/04/2013	4766762	07/07/2015
A814/3143	Morpheus	Trademark	CTM (EP)	011623907	04/09/2013	11623907	29/07/2013
A814/3136	GrafFoil	Trademark	US	96465962	26/11/2014	4879737	05/01/2016
A814/3136	GrafFoil	Trademark	CTM (EP)	13496112	25/11/2014	13496112	27/04/2015
A814/3136	GrafFoil	Trademark	CA	1729578	25/05/2015	1729578	28/10/2016
A814/3136	GrafFoil	Trademark	Int'l	1256436	22/05/2015	1256436	22/05/2015

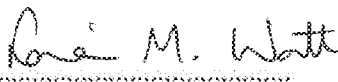
Asset ref	Title	Type	Country	Application number	Application date	Reg number	Registered
A814/3136	GraFoil	Trademark	AU	1256436	22/05/2015	1707861	22/10/2015
A814/3136	GraFoil	Trademark	CN	1256436	22/05/2015	G1256436	27/02/2017
A814/3136	GraFoil	Trademark	IL	1256436	22/05/2015	1256436	02/03/2017
A814/3136	GraFoil	Trademark	JP	1256436	22/05/2015	1256436	18/11/2016
A814/3136	GraFoil	Trademark	KR	1256436	22/05/2015	1059995	17/03/2016
A814/3136	GraFoil	Trademark	SG	1256436	22/05/2015	40201512327X	06/01/2016
A814/3007	Mousebook	Trademark	GB	2492984	17/07/2008	2492984	26/12/2008
A814/3007	Mousebook	Trademark	Int'l	UK108988	16/01/2009	992642	05/03/2009
A814/3007	Mousebook	Trademark	AU	1287853	16/01/2009	1287853	07/12/2009
A814/3007	Mousebook	Trademark	CN	UK108988	16/01/2009	G992642	19/07/2011
A814/3007	Mousebook	Trademark	EM	992642	16/01/2009	992642	05/03/2009
A814/3007	Mousebook	Trademark	IN	1774966	16/01/2009	1774966	26/11/2011
A814/3007	Mousebook	Trademark	US	7764993	15/01/2009	3902497	11/01/2011

Executed as a deed by affixing the common seal of  
**The Medical Research Council**

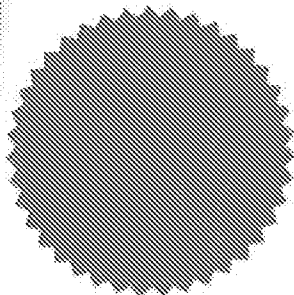
In the presence of:

  
.....

Authorised Signatory

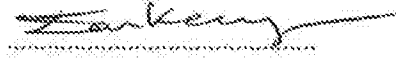
  
.....

Authorised Signatory





Executed as a deed by affixing the common seal of  
**United Kingdom Research and Innovation**



Member

In the presence of:

