

12-27-1999



te Form PTO-1595 Attorney Docket No.: 05637/002001

**M COVER SHEET**

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NED 12-16-99

Assistant Commissioner

101233007

1. Name of conveying party(ies):  
**James Howard Slater**  
**John Edward Minton**

**OPR/FINANCE**

Additional name(s) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):  
**Cypher Science Limited**  
**Merton House, Croescadarn Close**  
**Cardiff, CF2 7HE**

Additional names/addresses attached? ☐ Yes ☒ No

3. Nature of conveyance:  
☒ Assignment  
☐ Merger  
☐ Security Agreement  
☐ Change of Name  
☐ Other:

Execution Date: **2/5/97**

4. Application number(s) or patent number(s):  
If this document is being filed with a new application, the execution date of the application is: **2/5/97**  
A. Patent Application No.(s):

B. Patent No.(s):  
**5,665,538 (USSN 07/946,336)**  
**5,643,728 (USSN 08/392,821)**  
**5,763,176 (USSN 08/578,619)**

Additional numbers attached? ☐ Yes ☒ No

5. Name/address of party to whom correspondence concerning document should be mailed:

**Dr. Y Rocky Tsao**  
**Fish & Richardson P.C.**  
**225 Franklin Street**  
**Boston, MA 02110-2804**

6. Total number of applications/patents involved: **3**

7. Total fee (37 CFR 3.41): **\$120**  
☒ Enclosed  
☐ Authorized to charge deposit account

8. Deposit account number: **06-1050**  
If the fee above is being charged to deposit account, a duplicate copy of this cover sheet is attached. Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.

**DO NOT USE THIS SPACE**

9. Statement and signature: *To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.*

**Dr. Y Rocky Tsao**

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **8**

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12/29/1999 TT0N11 00000113 5665538

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120.00 DP

"EXPRESS MAIL" Mailing Label Number

Date of Deposit **December 16, 1999**

I hereby certify under 37 CFR 1.10 that this correspondence is being deposited with the United States Postal Service as "Express Mail Post Office To Addressee" with sufficient postage on the date indicated above and is addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

**Samantha Bell**

**Samantha Bell**

**REEL: 010452 FRAME: 0039**

Dated

5<sup>th</sup> February

1997

**PATENT ASSIGNMENT**

**B E T W E E N:**

**(1) JOHN EDWARD MINTON AND JAMES HOWARD SLATER**

**AND**

**(2) CYPHER SCIENCE LIMITED**

**Eversheds**

Fitzalan House  
Fitzalan Road  
CARDIFF  
CF2 1XZ

Telephone no: (01222) 471147  
Facsimile no: (01222) 464347

Ref: I/HEM/CG/M4D



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**EVERSHEDS**

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**PATENT**  
**REEL: 010452 FRAME: 0040**

THIS ASSIGNMENT is made the 5<sup>th</sup> day of February 1997.

**B E T W E E N:**

- 1 **JOHN EDWARD MINTON** of Welwood, 2 Mill Place, Lisvane, Cardiff and **JAMES HOWARD SLATER** of 38 Heol Y Delyn, Lisvane, Cardiff, CF4 2SR ("the Assignors");  
and
- 2 **CYPHER SCIENCE LIMITED** (registered in England and Wales No: 2847476) whose registered office is at Merton House, Croescadarn Close, Cardiff, CF2 7HE ("the Assignee").

**BACKGROUND:**

- A The Assignors are the joint registered proprietor of the Patents and Patent Applications.
- B The Assignors have agreed to assign such legal and beneficial rights as it has in the Patents and the Patent Applications to the Assignee.

**NOW IT IS AGREED AS FOLLOWS:**

1 **Interpretation**

- 1.1 In this Agreement and the recitals hereto the following expressions shall have the following meanings unless inconsistent with the context:

*Expression*

*Meaning*

"the Patents"

the patents particulars of which are contained in Part 1 of the Schedule.

"the Patents Applications"

the applications for the grant of patents  
particulars of which are contained in Part  
2 of the Schedule.

1.2 The headings to the clauses shall not affect the construction of this agreement.

## 2 Assignment

In consideration of £1 (one pound) paid by the Assignee to the Assignors (receipt of which the Assignors acknowledge), the Assignors assign with full title guarantee to the Assignee absolutely:

- 2.1.1 all its rights to and title and interest in the Patents; and
- 2.1.2 all its rights to title and interest in and the full benefit of the Patent Applications for the Assignee to hold absolutely; and
- 2.1.3 all rights and powers arising or accrued from such Patents and/or Patent Applications, including the right to sue for damages and other remedies and to have the benefit of any remedy on any supposed infringement of such rights or other acts within the scope of the claims of any published specifications of the Patents and/or accompanying the Patent Applications before the date of this Assignment;
- 2.1.4 the right to apply for, prosecute and obtain patent or similar protection through the world in respect of the invention claimed in the Patents and/or Patent Applications, including the right to claim priority therefrom so that the grant of any patent or similar protection shall be in the name of and vest in the Assignee.

## 2.2 Assignor's covenants

The Assignor covenant:

2.2.1 that upon request and at the cost of the Assignee, they will at all times from the date of this Assignment do all acts and execute all documents which are reasonably necessary or desirable, or both, to secure the vesting in the Assignee of all rights assigned hereunder and to assist in resolving any question concerning the Patents and/or Patent Applications;

2.2.2 that the Assignee shall have quite possession of the Patents and Patent Applications, uninterrupted or undisturbed by the Assignors or any person claiming under or in trust for it.

## 3 **General**

3.1 This Assignment sets forth the entire agreement between the parties with respect to its subject matter and supersedes and replaces all previous communications, representations (save for any fraudulent representation) or agreements between the parties.

3.2 Each of the parties shall bear their own costs and expenses in relation to the preparation, completion and implementation of this Assignment.

3.3 This Assignment is governed by English law. The parties submit to the exclusive jurisdiction of the English courts.

3.6 The parties certify that this transaction does not form part of another transaction or series of transactions for which the aggregate value of consideration exceeds £60,000.

This document has been executed and delivered as a Deed on the date stated at the beginning of this agreement.

1018710 VICIMINTON PATS  
REMGMA15 01.9719.11.28

# SCHEDULE

## PART 1

<u>Patent No:</u>	<u>Country:</u>	<u>Title:</u>
663289	Australia	Microtrace I
2259363	United Kingdom	Microtrace I

## PART 2

<u>Patent Application No:</u>	<u>Country:</u>	<u>Title:</u>
91909056.3	Europe	Microtrace I
2082050	Canada	Microtrace I
946336	USA	Microtrace → 2001
9605920-9	Singapore	Microtrace I
94908158.2	Europe	Microtrace II (Flag and Tag)
4970893	Australia	Microtrace II (Flag and Tag)
2143339	Canada	Microtrace II (Flag and Tag)
08/392821	USA	Microtrace II (Flag and Tag) → 3001
9603234-7	Singapore	Microtrace II (Flag and Tag)
94920549.6	Europe	Microtrace III
08/578619	USA	Microtrace III → 4001
2167046	Canada	Microtrace III
71300-94	Australia	Microtrace III
9605852-4	Singapore	Microtrace III

EXECUTED AND DELIVERED AS A  
DEED by JOHN EDWARD MINTON  
in the presence of:

John Minton

Witness signature:

A.C.E. Mossford

Name: A.C.E. MOSSFORD

Address: Minton Treharne & Davies Ltd  
Merton House, Croesadarn Close,  
Penkyn, Cardiff

Occupation: Finance Director

EXECUTED AND DELIVERED AS A  
DEED by JAMES HOWARD SLATER  
in the presence of:

James Howard Slater

Witness signature:

A.C.E. Mossford

Name: A.C.E. MOSSFORD

Address: Minton Treharne & Davies Ltd  
Merton House, Croesadarn Close,  
Penkyn, Cardiff

Occupation: Finance Director

EXECUTED AND DELIVERED AS A )  
DEED by CYPHER SCIENCE LIMITED )

Director:

John Minton

Director/Secretary:

A.L. Kingstott

A L KINGSTOTT

CYPHER SCIENCE Ltd

MERTON HOUSE

CROESADARN CLOSE

CARDIFF CF2 7 HE

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