

05-02-2001



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PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Attorney Docket
No.: 7631-117US
(SJB/P5356US)

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

APR 23 2001

1. Name of conveying party(ies):

Solenzara International Limited

2. Name and address of receiving party(ies):

Sterilox Technologies International Limited
85E Milton Park
Milton, Abingdon
Oxfordshire OX14 4RY
UNITED KINGDOM

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: November 30, 2000, corrected April 6, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s):

B. Patent No.(s): 5,938,916
5,427,667
6,059,941

Additional numbers attached? Yes No

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

WILLIAM W. SCHWARZE
AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
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Philadelphia, PA 19103
Telephone: (215) 965-1200
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E-Mail: wswarze@akingump.com

6. Total number of applications and patents involved: [3]

7. Total fee (37 C.F.R. 3.41) Cal. 3 x \$40.00 = \$ 120.00

- Check enclosed
- Authorized to be charged to deposit account

8. Deposit account number: **50-1017**
(Billing No.: 207631.0117)

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 any attached copy is a true copy of the original document.

05/02/2001 TDIAZ1 00000073 5938916

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William W. Schwarze
Name of Person Signing

Signature

April 17, 2001
Date

Total number of pages including cover sheet, attachments and document: [7]

OMB No. 0651-0011 (exp. 4/94)

Dated:
91/X88874/RBB/BJD

Patent Assignment

between

SOLENZARA INTERNATIONAL LIMITED
as Assignor

and

STERILOX TECHNOLOGIES INTERNATIONAL LIMITED
as Assignee

relating to

the assignment of patents and patent applications

SIMMONS & SIMMONS

21 Wilson Street London EC2M 2TX
Tel. 020 7628 2020 / 7528 9292 Fax 020 7628 2070 DX Box No 12

PATENT
REEL: 011731 FRAME: 0746

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THIS ASSIGNMENT is dated

30th NOVEMBER 2000



and made

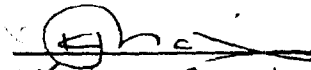
BETWEEN:

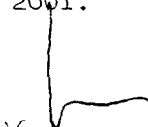
- (1) Solenzara International Limited, (the "Assignor"), registered in the British Virgin Islands and having its registered office at PO Box 3152, Road Town, Tortola, British Virgin Islands; and
STERILOX TECHNOLOGIES INTERNATIONAL LIMITED
- (2) ~~Sterilox International Technologies Limited~~, (the "Assignee"), registered in England and Wales under company number 2695450 and having its registered office at 85E Milton Park, Milton, Abingdon, Oxfordshire OX14 4RY.

We hereby correct the name of the Assignee as typed on the originally executed **Background:** Assignment. Dated this 6th day of April 2001.

(A) The Assignor has agreed to assign the Patents to the Assignee.

The parties agree that:

Signed: 

Signed: 

1. Interpretation

Name: K.J. MARTIN

Name: N.S. CAIRNS

for and on behalf of SOLENZARA INTERNATIONAL LIMITED

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

"Encumbrance" includes any interest or equity of any person (including any right to acquire, option or right of pre-emption); and any mortgage, charge, pledge, lien, assignment, hypothecation, security interest (including any created by law), title retention or other security agreement or arrangement.

"Patents" means all patents and patent applications owned by the Assignor, including without limitation those whose details appear in Schedule 1

2. Assignment

2.1 The Assignor assigns the Patents to the Assignee with full title guarantee and free from Encumbrances.

2.2 The assignment under clause 2.1 above includes, without limitation:

- (A) all rights to bring any proceedings and obtain any remedy in respect of any infringement of the Patents which has occurred prior to the date of this Assignment;
- (B) all rights to claim priority from the Patents and file patent applications in respect of the inventions disclosed by the Patents;
- (C) all rights to any continuations, continuations in part, divisions, extensions, amendments, conversions, reissues, re-examinations, renewals or restorations of the Patents

to hold the same to the Assignee, its successors and assigns absolutely.

2.3 The assignment in clause 2.1 is subject to the following:

- (A) in relation to US patent no. 5427667, such assignment includes all the Assignor's right, title and interest in such patent but does not include any right, title or interest owned by Vitold Bakhir or Yuri Zadorozhny or persons claiming any right, title or interest through them, such as their licensees, assigns or successors.

- (B) in relation to those patents in Schedule 1 whose applicant/proprietor is listed in Schedule 1 as "Bryson et al", such assignment is limited to all the Assignor's right, title and interest in such patents PROVIDED THAT the Assignor shall, within a reasonable time hereof, procure that all right, title and interest owned by the inventors and, if different from the inventors, the registered proprietors of such patents shall be assigned to the Assignee and that the Assignee shall be registered as the sole registered proprietor of such patents with the relevant patent offices.

3. **Further Assistance**

3.1 The Assignor shall promptly do all such things as may be reasonably required by the Assignee in order:

- (A) to perfect or confirm the Assignee's ownership of the Patents;
- (B) to ensure that the Assignee is registered as the registered proprietor of the Patents with the relevant patent offices;
- (C) to assist the Assignee or its licensees to take legal proceedings against third parties in respect of any infringement of the Patents;
- (D) to assist the Assignee or its licensees to defend any legal proceedings brought by third parties in relation to the use of the Patents by the Assignee or its licensees;
- (E) to give the Assignee the full benefit of this Assignment.

4. **Counterparts**

4.1 This Assignment may be executed in any number of counterparts, which shall together constitute one Assignment. Either party may enter into this Assignment by executing any such counterpart.

5. **Law and Jurisdiction**

- 5.1 This Assignment shall be governed by and construed in accordance with English law.
- 5.2 In respect of any dispute or disagreement arising under or in connection with this Assignment, each of the parties shall submit to the exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF the duly authorised representatives of the parties have executed this Assignment as a Deed on the date first before written.

SCHEDULE 1

David Keltie Associates Case No.	David Keltie Associates Case Name	Priority	Filed	Published	Inventors	Applicant/ Proprietor	Granted/ Issued
P5642GB	Steriox 2500		GB 9620102.5 filed 26.9.96	8.2.98 (GB 2316090)	Julian Bryson James Spickernell Ian Woodcock Nougzar Djeiranishvili Sergei Boutine Marina Kirk	Bryson et al	Granted on 23.12.98
P5643EP		26.9.96	EP 97303892.0 filed 5.6.97	1.4.98 (EP 0832850)		Solenzara International Ltd	
P5356US		26.9.96	(US 08/869,711 filed 5.6.97) US 09/306,849 filed 7.5.99 (cont ^o)	9.5.00 (US 6,059,941)		Solenzara International Ltd	Issued on 9.5.00
P5644JP		26.9.96	JP 9-151268 filed 9.6.97	21.4.98 (JP 10-99564)		Bryson et al	
P5645GB	Aspirated Cell I		GB 9622111.4 filed 23.10.96	18.2.96 (GB 2316091)	Julian Bryson James Spickernell Ian Woodcock Nougzar Djeiranishvili Sergei Boutine Marina Kirk Alexey Popov	Bryson et al	Granted on 16.6.99
P5646EP		23.10.96	EP 97303891.2 filed 5.6.97	29.4.98 (A2) 22.7.98 (A3) (EP 0838424)		Solenzara International Ltd	
P5647US		23.10.96	US 08/869710 filed 5.6.97	17.8.99 (US 5,938,916)		Solenzara International Ltd	Issued on 17.8.99
P5648JP		23.10.96	JP 9-151286 filed 9.6.97	12.5.98 (JP 10-118655)		Bryson et al	
P6539GB	Kirk & Co. I		GB 9105171.4 filed 12.3.91	23.9.92 (GB 2253860)	Vitold Bakhir Yuri Zadorozhny	Solenzara International Ltd	Granted on 11.10.95
P6539GB	Kirk & Co. II		GB 9115964.0 filed 24.7.91	27.1.93 (GB 2257982)	Vitold Bakhir Yuri Zadorozhny	Solenzara International Ltd	Granted on 8.2.95
P6539US	FEM II	3.4.92 (four Russian appl's)	US 08/157039 filed 26.3.93	27.6.95 (US 5427667)	Vitold Bakhir Yuri Zadorozhny Igor Naida Nikolai Naida Nougzar Djeiranishvili Sergei Boutine Boris Leonov Viktor Vedenkov Yuri Rakhmanin	Solenzara International Ltd Vitold Bakhir Yuri Zadorozhny	Issued on 27.6.95

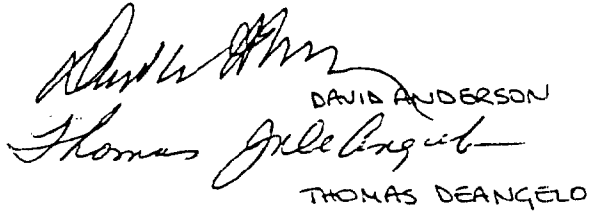
THE COMMON SEAL of
SOLENZARA INTERNATIONAL LIMITED
was affixed in the presence of:

Director:
and
Director / Secretary



EXECUTED AS A DEED by
THE ASSIGNEE
acting by:

Director:
and
Director / Secretary



DAVID ANDERSON
THOMAS DEANGELO