

06-13-2002



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Box Assignment

Commissioner for Patents and Trademarks

Washington, DC 20231

OFFICE OF THE  
COMMISSIONER OF  
PATENTS AND  
TRADEMARKS  
JUN 15 2002  
FINANCE SECTION

6-5-02

Please record the attached assignment document copy.

1. Name and address of conveying party:

CAMBRIDGE CONSULTANTS LIMITED  
Cambridge Science Park  
Milton Road  
Cambridge CB4 0DW  
United Kingdom

Countries of incorporation: England and Wales

2. Name and address of receiving party:

VIVID MEDICAL LIMITED  
29 Science Park  
Milton Road  
Cambridge CB4 0DW  
United Kingdom

Countries of incorporation: England and Wales

3. Nature of Conveyance: Assignment

4. Execution date of Assignment: February 1, 2002

5. Assignment to be recorded against the following application: U.S. Patent Application No. 10/018,768 filed on December 17, 2001.

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

Guy D. Yale  
Alix, Yale & Ristas, LLP  
750 Main Street  
Hartford, CT 06103-2721

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7. Total number of applications involved: 1
8. Total number of pages: 9
9. Total fee enclosed: \$40.00 If this amount is incorrect, please charge or credit the difference to Deposit Account No. 16-2563.

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

By: 

Guy D. Yale

Date: 5-28-2002

Attorney's Docket: DHN/321/PC/US

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B.O.P.O. - R.C. - 504 60

CERTIFIED TO BE A TRUE  
COPY OF THE ORIGINAL

BAKER & MCKENZIE  
SOLICITORS  
100 NEW BRIDGE STREET  
LONDON  
EC4V 6JA

Baker & McKenzie

Dated 1 FEBRUARY 2002

CAMBRIDGE CONSULTANTS LIMITED

and

VIVID MEDICAL LIMITED

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PATENT ASSIGNMENT AGREEMENT

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■  
Solicitors

1 - 2 Dorset Rise

London

EC4Y 8AE

Tel: +44 (0)20 7694 2500

Fax: +44 (0)20 7694 2501

THIS DEED OF ASSIGNMENT ("Assignment") is made 1 FEBRUARY 2002

**BETWEEN:**

- (1) **CAMBRIDGE CONSULTANTS LIMITED** (Registered No: 1036298) a company incorporated in England and Wales the registered office of which is at Cambridge Science Park, Milton Road, Cambridge CB4 0DW (the "Assignor"); and
- (2) **VIVID MEDICAL LIMITED** (Registered No: 04026469) a company incorporated in England and Wales the registered office of which is at 29 Science Park, Milton Road, Cambridge CB4 0DW (the "Assignee")

**RECITALS:**

- (1) The Assignor is the registered proprietor or the applicant for registration of the patents and applications listed in the schedule to this Assignment (the "Schedule").
- (2) Pursuant to a Business Transfer Agreement between the Parties of even date (the "BTA"), the Assignor has agreed to assign to the Assignee all of its rights, title and interest in the registered patents listed in the Schedule (the "Patents"), the Patent Applications (as defined below) and all rights to claim priority from any of the same on the terms set out in this Assignment, subject to the provisions of this Assignment.

**THIS DEED OF ASSIGNMENT WITNESSES as follows:**

**1 Definitions**

In this Assignment, the following words shall have the following meanings:

- |                                       |   |
|---------------------------------------|---|
| <b>"Assignment"</b>                   | this Assignment of the Inventions, the Patents, and the Patent Applications, and any related Intellectual Property Rights (as defined below); |
| <b>"BTA"</b>                          | as defined is Recital 2 above;  |
| <b>"FA"</b>                           | the facilities agreement between the Parties of even date;  |
| <b>"Intellectual Property Rights"</b> | as defined in the BTA;  |
| <b>"Inventions"</b>                   | the inventions claimed in the Patent Applications;  |

"Parties" the Assignor and the Assignee, and "Party" shall mean either of them;

"Patent" as defined in Recital 2 above; and

"Patent Applications" the patent applications in the Schedule hereto including any patent application or registration that may be based on or derive priority from the forgoing, including any continuations, continuations in part, extensions, reissues and divisions, and including any supplementary protection certificates and similar rights.

## **2 Assignment**

2.1 For the consideration set out in the BTA, the Assignor as legal and beneficial owner hereby assigns and transfers to the Assignee absolutely and with full title guarantee:

- (a) all and any of its rights, title and interest in and to the Patents and related inventions; and
- (b) all its rights, title and interest in and to any Patent Applications relating to the Inventions together with all rights and powers arising or accrued therefrom; and
- (c) all its rights to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the Inventions to the intent that the grant of any such patent or similar protection shall be in the name of and vest in the Assignee or its successors in title.

2.2 The assignments effected by this clause 2 shall include, without limitation, the assignment and transfer of:

- (a) all patents and other Intellectual Property Rights that may be granted pursuant to the Patent Applications listed in the attached Schedule, as well as all patents and other Intellectual Property Rights that may derive priority from or have equivalent claims to or be based upon the Inventions and the Patent Applications in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Inventions and the Patent Applications shall be deemed to include all such Intellectual Property Rights; and

(b) the full and exclusive benefits of the Patents and Patent Applications, all rights of action, powers and benefits arising from ownership of the Patents, the Patent Applications and the Inventions, including without limitation the right to bring proceedings against any third party for infringement of the Patents and Patent Applications and Inventions whether committed before on, or after the date of this Assignment.

2.3 The Assignor shall promptly, at the Assignor's expense, execute all such deeds or documents and do any and all such acts or things that the Assignee may reasonably require to enable the Assignee or its nominee to enjoy the full benefits of the rights hereby assigned including without limitation to secure the vesting in the Assignee of all rights in and to the Inventions, the Patents and the Patent Applications. The Assignor shall at the Assignee's request and expense (at the rates set out in clause 6 of the FA) provide the Assignee with all reasonable assistance to uphold the Assignee's rights in and to the Patents, the Patent Applications and the Inventions; and/or to defeat any challenge to the validity of, and resolve any questions concerning, the Inventions, the Patents and Patent Applications.

2.4 The Assignee shall be responsible for any registration of the transfer of ownership of the Patents and the Patent Applications from the Assignor to the Assignee.

### 3 Infringement

The Assignor shall inform the Assignee promptly if it is informed in writing of any infringement or potential infringement of the Inventions, the Patents or the Patent Applications.

### 4 Commercial Exploitation

It is agreed (to the extent permitted by such laws) that the Assignee shall have the exclusive right to commercially exploit the Inventions, the Patents and the Patent Applications, including without limitation the right to grant one or more licences (whether exclusive, sole or non-exclusive,) in respect of the Inventions, the Patents and the Patent Applications to enable other persons to develop and commercially exploit the Inventions, the Patents and Patent Applications and the right to collaborate with such persons in such development and exploitation.

**5 Duration**

The obligations of the Assignor under clauses 2.3 and 4 shall continue in force without limit of time.

**6 Law and jurisdiction**

The validity, construction and performance of this Agreement shall be governed by English law, and the Parties submit to the non-exclusive jurisdiction of the English courts in respect of any dispute arising in connection therewith.

# SCHEDULE

## A Patent

CCL Ref. No.	Agent's Ref. No.	Title	Patent and Application Nos.	Status
X227/P526	99.70446.ajp	Cyclone Inhaler	GB 2353222	Granted

## B Patent Applications

CCL Ref. No.	Agent's Ref. No.	Title	Patent and Application Nos.	Status
X227/ P526	99.70446.ajp	Cyclone Inhaler	WO/0100262 EP00940401.3 US* Canada* Mexico* Japan* *Number not yet allocated	Application Application Application Application Application
X247/ P595	99.73382.ajp	Recirculating Inhaler	GB 0018030.7 PCT/EP01/08416	Application Application
X266	99.74087.ajp	Simple Inhaler	GB 0111461.0	Application
X270/ P652	99.74603.ajp	Asymmetric Inhaler	GB 0124590.1	Application
X267/ P638	99.75233.ajp	Pressurised Dose Inhaler	GB 0117138.8	Application



IN WITNESS WHEREOF this Assignment has been executed by the parties on the date and year first above written.

SIGNED as a deed

By [ ], *Frederick T. Mc Eligott*  
Director, and [ ], J. LADD GREENO  
[Director] [Secretary], duly  
authorised for and on behalf of  
CAMBRIDGE CONSULTANTS LIMITED

) *Frederick T. Mc Eligott*  
)  
) *J. Ladd Greeno*  
)  
)  
)

SIGNED as a deed

By [ ], *Frederick T. Mc Eligott*  
Director, and [ ], J. LADD GREENO  
[Director] [Secretary], duly  
authorised for and on behalf of  
VIVID MEDICAL LIMITED

) *Frederick T. Mc Eligott*  
)  
) *J. Ladd Greeno*  
)  
)  
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