

08-22-2002



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RECORDATION FORM COVER SHEET  
PATENTS ONLY

08 19 02  
SECTION

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New *08 19 02*

Resubmission (Non-Recordation)  
Document ID#

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  Security Agreement

License  Change of Name

Merger  Other

*U.S. Government*  
(For Use ONLY by U.S. Government Agencies)

Departmental File  Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1)  Execution Date  
Month Day Year

Name (line 2)

**Second Party**

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)   If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

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Address (line 3)     
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

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08/21/2002 TDIAZ1 00000098 09508009  
01 FC:581 120.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT  
REEL: 013203 FRAME: 0344

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Application Number(s) or Patent Number(s)**  Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<input type="text" value="09/508,009"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="6,309,106"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="6,373,955"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT  PCT  PCT   
PCT  PCT  PCT

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

John A. Chionchio



8/13/02

Name of Person Signing

Signature

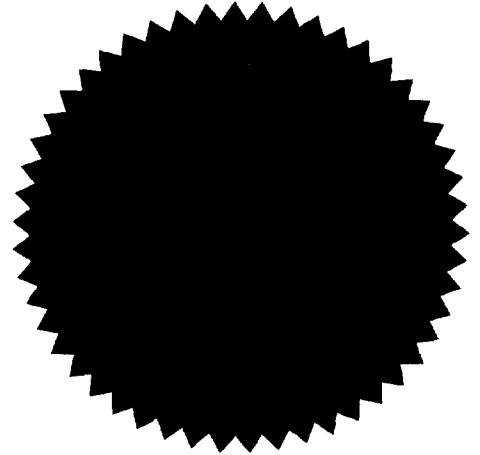
Date

**TO ALL TO WHOM** these presents shall come I **ADRIAN PIERS HORWOOD-SMART** of the City of Cambridge England Notary Public duly admitted and sworn do hereby certify that the copy document annexed is a true photographic copy of the original document of which it purports to be a copy I having carefully compared the said copy with the original thereof at Cambridge aforesaid this day

**IN FAITH AND TESTIMONY** whereof I the said Notary have hereunto set my hand and caused my official seal to be hereunto affixed this Twenty Fourth day of May Two Thousand and Two




Adrian Piers Horwood-Smart  
Merlin Place  
Milton Road  
Cambridge  
CB4 0DP



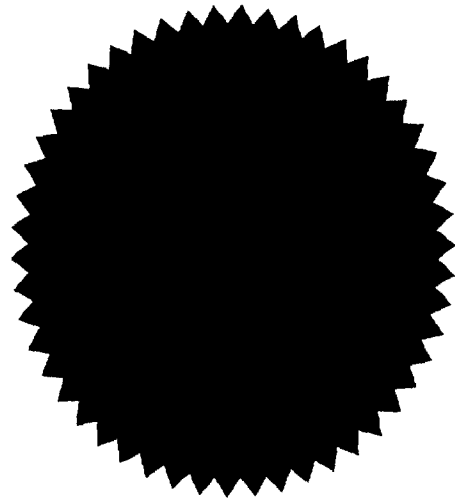
**TO ALL TO WHOM** these presents shall come I **ADRIAN PIERS HORWOOD-SMART** of the City of Cambridge England Notary Public duly admitted and sworn **DO HEREBY CERTIFY** as follows:-

- 1 **THAT** on the date of the date hereof appeared personally before me **DAVID ALEXANDER GILLETT** a Director of 1...IPR Limited named and described in the attached Agreement
- 2 **THAT** on the date of the date hereof also appeared before me **ANTHONY HOOLEY** a Director of 1... Limited named and described in the attached Agreement
- 3 **THAT** the signature "D A Gillett" given at the foot of the attached Agreement on behalf of the said 1...IPR Limited is in the own true and proper handwriting of the said David Alexander Gillett such signature having been made by him this day in my presence
- 4 **THAT** the signature "A Hooley" given at the foot of the attached Agreement on behalf of the said 1... Limited is in the own true and proper handwriting of the said Anthony Hooley such signature having been made by him this day in my presence

**IN FAITH AND TESTIMONY** whereof I the said Notary have hereunto set my hand and affixed my seal of office at Cambridge aforesaid this twenty second day of May Two Thousand and Two



Adrian Piers Horwood-Smart  
Notary Public  
Merlin Place  
Milton Road  
Cambridge  
England



~~22 May 2002~~  
Dated: 01 May 2001  
91/X91812/JSM/N CAB

# Intellectual Property Assignment

between

1... IPR Limited  
as Assignor

and

1... Limited  
as Assignee

relating to

the assignment of the patents, patent applications  
registered trade marks and trade mark applications  
described in the schedules to this Agreement



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**22 May 2002**

**THIS AGREEMENT** is dated 01 ~~May 2001~~ and made

**BETWEEN:**

- (1) **1...IPR Limited**, (the "Assignor"), registered in England and Wales under company number 3383422 and having its registered office at St Johns Innovation Centre, Cowley Road, Cambridge, CB4 ~~AWS~~; and  
     $\phi$  ~~AK~~
- (2) **1... Limited**, (the "Assignee"), registered in England and Wales under company number 3071231 and having its registered office at St Johns Innovation Centre, Cowley Road, Cambridge, CB4 ~~AWS~~.  
     $\phi$  ~~AK~~

**Background:**

- (A) The Assignor is the proprietor of certain patents, patent applications, registered trade marks and trade mark applications.
- (B) All the capital expenditure incurred in applying for the Marks and prosecuting the Patents (both as defined below) has been met by the Assignee and the Assignor holds the rights to the Patents and the Marks as bare nominee only.
- (C) The Assignor has agreed to assign its rights in the Intellectual Property (as defined below) to the Assignee on the terms set out in this Agreement.  
     $\phi$  ~~AK~~

The parties agree that:

1. **Interpretation**

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

"1997 Licence" means the Licence Agreement between the Assignor and the Assignee dated 25 July 1997 whereby the Assignor licensed certain patent applications to the Assignee.

"Intellectual Property" means the Patents, the Marks and all copyright, database rights, rights in any designs, trade marks, service marks, trade or business names, know-how, rights protecting goodwill and all rights or forms of protection of a similar nature or having equivalent effect anywhere in the world belonging to the Assignor.

"Marks" means the registered trade marks and trade mark applications whose details appear in schedule 1, including any goodwill and common law rights which are connected with or attached to the same.

"Patents" means the patents and patent applications whose details appear in schedule 2.

2. **Assignment**

2.1 The Assignor assigns all its right, title and interest in the Intellectual Property to the Assignee, including, without limitation:

- (A) all rights to bring any proceedings and obtain any remedy in respect of any infringement of the Intellectual Property which has occurred prior to the date of this Agreement;

- (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 claim priority from the Marks;
  - (D) all rights to any continuations, continuations in part, divisions, extensions, amendments, conversions, reissues, re-examinations, renewals or restorations of the Patents; and
  - (E) all rights to any extensions, renewals or amendments of the Marks,
- to hold the same to the Assignee, its successors and assigns absolutely.

3. **Consideration**

- 3.1 In consideration for the Assignor's obligations under this Agreement, the Assignee agrees to pay to the Assignor on demand the sum of £1.00 (+ VAT, if applicable), receipt of which shall be acknowledged by the Assignor.

4. **Termination of Licence**

The Assignor and the Assignee hereby agree to immediately terminate the 1997 Licence.

5. **Further Assistance**

- 5.1 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 Intellectual Property;
  - (B) to ensure that the Assignee is registered as the registered proprietor of the Patents with the relevant patent offices;
  - (C) to ensure that the Assignee is registered as the registered proprietor of the Marks with the relevant trade mark registries; and
  - (D) to give the Assignee the full benefit of this Agreement.

6. **Law and Jurisdiction**

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

7. **Certificate of Value**

- 7.1 It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration exceeds £60,000.


IN WITNESS WHEREOF the duly authorised representatives of the parties have signed this

**PATENT**

**REEL: 013203 FRAME: 0351**



SCHEDULE 1: THE MARKS

Mark	Country Covered	Application/Registration No	Classes	Filing Date	Status	Renewal Date
AEROBAFFLE	UK	2214972	17	20.11.1999	Registered	20.11.2009
HOOLEY	UK	2214985	9, 17, 42	20.11.1999	Registered	20.11.2009
Device	UK	2254347	9, 17, 42	29.11.2000	Pending	29.11.2010
1... 	UK	2254348	9, 17, 42	29.11.2000	Pending	29.11.2010
WHERM	UK	2254383	9	29.11.2000	Pending	29.11.2010

**SCHEDULE 2: THE PATENTS**

**Digital Loudspeakers**

Country	Application No.	Filing (effective)	Date	Status
EP (designating AT, BE, CH/LI, DE, DK, ES, FI, FR, GB, GR, IE, IT, LU, MC, NL., PT, SE)	96907605.8	27 March 1996		Pending Application
EP (designating AT, BE, CH/LI, DE, DK, ES, FI, FR, GB, GR, IE, IT, LU, MC, NL., PT, SE)	01108918.2	27 March 1996		Pending Application
US	08/930,360	27 March 1996		Pending Application
JP	8-529076	27 March 1996		Pending Application
CN	96193039.X	27 March 1996		Pending Application

**Motors and Bearings**

Country	Application No./ Registration No	Filing (effective)	Date	Status
GB	GB 2 322 232	9 February 1998		Granted
GB	0028377.0	9 February 1998		Pending Application
EP (designating AT, BE, CH/LI, DE, DK, ES, FR, GB, GR, IE, IT, LU, MC, NL, PT, SE)	98903161.2	9 February 1998		Pending Application
US	09/367114	9 February 1998		Pending Application
JP	10-534009	9 February 1998		Pending Application
CN	98802386.5	9 February 1998		Pending Application
HK	00105488.8	9 February 1998		Pending Application

**Aerogels/Piezoelectric Devices**

Country	Application No.	Filing (effective)	Date	Status
				<b>PATENT</b>

		(effective)	
GB	9819304.8	4 September 1998	Pending Application
EP (AT, BE, CH/LI, DE, DK, ES, FR, GB, GR, IE, IT, LU, MC, NL, PT, SE)	98941601.1	4 September 1998	Pending Application
US	09/508,009	4 September 1998	Pending Application
JP	2000-511333	4 September 1998	Pending Application
CN	98808890.8	4 September 1998	Pending Application

#### Digital Phased Array

Country	Application No.	Filing Date	Status
PCT (designating all possible countries)	PCT/GB/00/03742	29 September 2000	Pending Application

#### Helimorph Device

Country	Application No.	Filing Date	Status
PCT (designating all possible countries)	PCT/GB/00/04949	21 December 2000	Pending Application

#### Loudspeaker Using a Helimorph Device

Country	Application No.	Filing Date	Status
PCT (designating all possible countries)	PCT/GB00/04953	21 December 2000	Pending Application

#### Multi-element Piezoelectric Rotator

Country	Application No.	Filing Date	Status
GB	0020944.5	24 August 2000	Pending Application

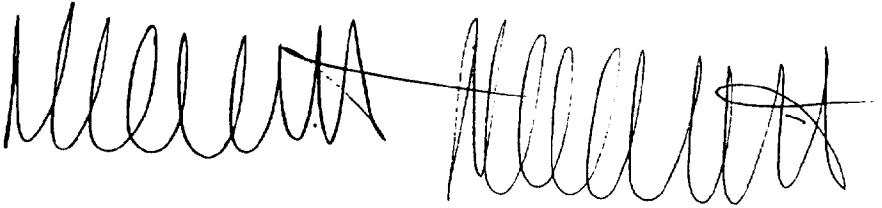
#### Multilayer Aeroqel

Country	Application No.	Filing Date	Status
GB	0024721.3	09 October 2000	Pending Application

Z-Morph Devices

Country	Application No.	Filing Date	Status
GB	0105618.3	07 March 2000	Pending Application

Signed by  
(director)  
For and on behalf of  
1... IPR Limited

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Signed by  
(director)  
For and on behalf of  
1... Limited

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