



RECO

08-28-2002



102203018

Our Ref.: 540-338

Commissioner of Patents and Trademarks
Box Assignment, Washington, D.C. 20231

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

<p>1. Name of conveying party(ies): Daniel J. BATES</p> <p style="text-align: center; font-size: 2em;">8-22-02</p> <p>Additional name/s of conveying party/ies attached? <input type="checkbox"/></p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Assignment <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: _____ January 22, 2002</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: BAE SYSTEMS plc Internal Address: Street Address: 6 Carlton Gardens</p> <p>City: London State/Country: United Kingdom Zip: SW1Y 5AD</p> <p>Additional name/s & address/es attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
---	--

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: _____

<p>A. Patent Application No(s). (1) 10/110,741 (2) _____ (3) _____</p>	<p>B. Patent No(s). (1) _____ (2) _____ (3) _____</p> <p>Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
---	---

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: _____ Stanley C. Spooner</p> <p>Internal Address: _____</p> <p>Street Address: Nixon & Vanderhye P.C. 1100 North Glebe Road 8th Floor</p> <p>City: Arlington State: VA Zip: 22201</p>	<p>6. Total number of applications & patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account #14-1140</p> <p>8. The Commissioner is hereby authorized to charge any <u>deficiency</u>, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.</p>
--	--

DO NOT USE THIS SPACE

9. Statements 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.

<p>Stanley C. Spooner Name of Person Signing Reg. No. 27,393</p>	 Signature	<p>August 22, 2002 Date</p>
--	---------------	----------------------------------

Total number of pages including original cover sheet, attachments, and document: [6]

SCS:kmm

08/27/2002 LMUELLER 00000214 10110741

01 FC:581

40.00 OP

THIS ASSIGNMENT is made the 22nd day of January 2002.

BETWEEN

Daniel Joseph Bates of 10 Heathfield Road, Whoberley, Coventry CV5 8BT

("the Assignor") of the one part

and

BAE SYSTEMS PLC (Company No. 01470151) having its registered office at

6 Carlton Gardens, London SW1Y 5AD ("the Assignee") of the other part.

WHEREAS

- A. Between the years 1996 and 2000 the Assignor worked for and obtained a Doctorate of Engineering degree, entitled "Rapid Thermal Non-Destructive Testing of Aircraft Components" (the "Degree") under the Engineering Doctorate Programme at the University of Warwick ("Warwick"),
- B. For the first year of the Degree the Assignor received industrial sponsorship from Rover Group PLC and for the second to fourth years received industrial sponsorship in the total sum of some £24,000.00 from British Aerospace (Operations) Ltd, a subsidiary company of British Aerospace PLC, the predecessor of the Assignee,
- C. During the course of the Degree which was sponsored by British Aerospace (Operations) Ltd the Assignor made three inventions in the field of material analysis using thermography ("the Inventions"), the Inventions being the subject of three separate series of applications for

\\hofbrs01\shared\$\dept540\transit\chme\zl1061bates.doc

patents in the United Kingdom and abroad, under the titles 1. "Material Analysis"; 2. "Material Analysis", for both of which the named applicants were "BAE Systems PLC, Daniel Bates"; and 3. "Non Destructive Testing Apparatus", for which the named applicant was "University of Warwick" ("the Patent Applications"), further details of which appear in the Schedule.

D. Regulation 30 of the University of Warwick Regulations, which is entitled "Regulations covering the Patenting and Commercial Exploitation of Research Results", purports to grant to Warwick ownership of "relevant inventions" "made by registered students of [Warwick]" "when working on research projects" and a document entitled "Warwick Manufacturing Group Engineering Doctorate Programme Intellectual Property Rights (IPRs)" treats "intellectual property generated by the research engineer under the Engineering Doctorate Programme" as being owned by Warwick and undertakes to "assign the patents and any other IPRs to the company" "which sponsors the research engineer" "if the company declares that it has a firm intention to exploit the intellectual property".

E. The Assignee will declare that it has a firm intention to exploit the Inventions and the Patent Applications which constitute the "intellectual property" of the Degree and thereby expects to receive from Warwick assignment of such rights as Warwick has in the Inventions in exchange for the grant back of a licence to Warwick to exploit the Inventions in a manner to be agreed.

Now THIS DOCUMENT WITNESSETH as follows:-

1. In consideration of the sum of £9,000.00 (nine thousand pounds) now paid to the Assignor by the Assignee (receipt of which is hereby acknowledged by the Assignor) the Assignor HEREBY ASSIGNS to the Assignee all such rights as he possesses in the Inventions, in the Patent Applications and in any patent applications claiming priority therefrom and the right to grant of UK or overseas patents pursuant thereto TO HOLD unto the Assignee absolutely.
2. The Assignor hereby undertakes for a period not exceeding five years (unless agreed otherwise by the parties) at the request of the Assignee to render all such reasonable assistance and execute and do or cause to be executed and done all such documents, acts and things as may be necessary for obtaining the grant of United Kingdom and overseas patents in the name of the Assignee. The Assignee agrees to pay to the Assignor any reasonable expenses associated with the provision of such assistance.
3. The Assignor undertakes to keep all details of this Assignment, save those details appearing on the UK and any overseas Registers of Patents, and to keep all discussions and negotiations in connection with the Assignment confidential indefinitely, with the proviso that if information concerning the Assignment enters the public domain in a manner wholly unconnected with the Assignor from any source including any other third parties associated with the assignment then

\\hofbrs01\shared\$\dept540\transit\chme\zl1061bates.doc

PATENT 
REEL: 013216 FRAME: 0977

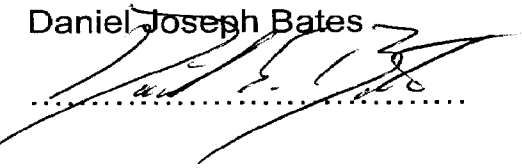
the Assignor is hereby released from this undertaking to the extent that the information has been made public.

4. This Assignment is being executed in two originals, each of which shall be considered an original, and together they shall constitute but one and the same document.

IN WITNESS whereof the Assignor and Assignee have set their hand the day and year first above written.

Signed by

Daniel Joseph Bates



Signed for and on behalf of

BAE SYSTEMS PLC



Name R.M. EDIS

Title Intellectual Property
Manager

SCHEDULE

Title	Applicants	Patent No.
Material Analysis	BAE SYSTEMS plc Daniel Bates	GB 9924425.3 EP 99308173.6 PCT/GB00/03938
Material Analysis	BAE SYSTEMS plc Daniel Bates	GB 0001181.7 EP 00300395.1 PCT/GB01/00223
Non-Destructive Testing Apparatus	University of Warwick	GB0022612.6 PCT/GB01/04100

\\hofbrs01\shared\$\dept540\transit\chme\zl1061bates.doc

RECORDED: 08/22/2002

PATENT 
REEL: 013216 FRAME: 0979