

12-20-2002



Form PTO-1595 (Rev. 03/01)

RE

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office CAD 100

OMB No. 0651-0027 (exp. 5/31/2002)

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Tab settings

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

1. Name of conveying party(ies): RPMS Technology Limited

12-17-02

2. Name and address of receiving party(ies) Name: Imperial College Innovations Limited

Internal Address:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Street Address: Sherfield Building

City: London State: UK Zip: SW7 2AZ

Execution Date: August 1, 1998

Additional name(s) & address(es) attached? Yes No

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)

08/280,306

Additional numbers attached? Yes No

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

Name: Patrea L. Pabst, Esq.

Internal Address:

Holland & Knight LLP

Suite 2000

Street Address: 1201 West Peachtree Street N.E.

City: Atlanta State: GA Zip: 30309

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-1868

(Attach duplicate copy of this page if paying by deposit account)

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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.

Patrea L. Pabst, Esq.

Name of Person Signing

Signature

December 11, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 13

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

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PATENT REEL: 013581 FRAME: 0330

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THIS AGREEMENT is made the first day of August 1998 between

(1) **RPMS Technology Limited** whose registered office is at Commonwealth Building, Du Cane Road, London W12 0NN (hereinafter "RPMS"), formerly Caduceus Limited (hereinafter "Caduceus")

and

(2) **Imperial College Innovations Limited** whose registered office is at Sheffield Building, London SW7 2AZ (hereinafter "IC Innovations")

WHEREAS

A. RPMS and IC Innovations are both wholly owned subsidiary companies of Imperial College of Science, Technology and Medicine (hereinafter "the College") and are both concerned with transferring technology generated by members of the College's staff and students to commerce and industry.

B. Following the merger of the Royal Postgraduate Medical School (hereinafter "RPMS") with the College, the College wishes to amalgamate the technology transfer activities of said two companies.

C. In order to facilitate such amalgamation RPMS has agreed to assign to IC Innovations the intellectual property rights and know-how set out in Schedule I hereto (hereinafter "the IPR") and the agreements set out in Schedule II hereto (hereinafter "the Agreements").

D. IC Innovations wishes to take assignment of the IPR and the Agreements.

IT IS HEREBY AGREED as follows:

1. In consideration of the sum of £1 (one pound sterling) (to include any applicable VAT) now paid by IC Innovations to RPMS (the receipt of which RPMS hereby acknowledges) RPMS hereby assigns and confirms absolutely to IC Innovations :

1.1 its entire right, title and interest in and to the IPR (including any continuation, continuation-in-part, division, patent of addition, foreign counterpart, reissue, renewal or extension of whatsoever type based thereupon) including the right to sue for damages and other remedies in respect of infringement of such rights and the right to apply for and to prosecute free from encumbrances and obtain patent and other protection throughout the world in respect of the IPR including the right to claim priority therefor to the intent