

03-03-2003

FORM PTO-1595  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

REC



1 SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102378234

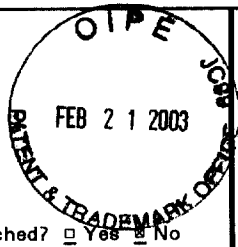
Attorney Docket No. 58798

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

## 1. Name of conveying party(ies):

Foodtype Limited

2.21.03

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

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

Name: Abonetics 2000 LimitedInternal Address: IRC Biomedical MaterialsQueen Mary & Westfield CollegeStreet Address: Mile End RoadCity: London Country: England ZIP: E1 4NSAdditional name(s) and address(es) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: July 20, 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)

5,679,710

Additional numbers attached? ☐ Yes ☒ No

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

Name: James P. Krueger  
FITCH, EVEN, TABIN & FLANNERY

Internal Address: \_\_\_\_\_

Street Address: Suite 1600120 South LaSalle StreetCity: Chicago State: IL ZIP: 60603-34066. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ 40.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit Account Number:

06-1135

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

02/25/2003 6TOM11 00000143 061135 5679710

DO NOT USE THIS SPACE

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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.

James P. Krueger  
Name of Person Signing35,234  
Registration No.

Signature

Date

Total number of pages including cover sheet, attachments, and document: 11

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

THIS DEED OF ASSIGNMENT is made on

20 JULY

2001

**BETWEEN:**

- (1) **Foodtype Limited (formerly known as Abonetics Limited)**, incorporated in England under company number 3256673, whose registered office is at IRC in Biomedical Materials, Queen Mary & Westfield College, Mile End Road, London E1 4NS ("ABONETICS");
  - (2) **Queen Mary & Westfield College**, of Mile End Road, London E1 4NS ("QMW");
  - (3) **Professor William Bonfield**, of 48 Harmer Green Lane, Digswell, Welwyn, Herts AL6 0AT ("BONFIELD");
- together the "Assignors"; and
- (4) **Abonetics 2000 Limited**, incorporated in England under company number 4197606, whose registered office is at Mile End Road, London E1 4NS ("NEWCO").

**BACKGROUND**

- (A) QMW created ABONETICS in 1996 as an associated company of QMC Industrial Research Limited, in order to research, develop and exploit certain IP relating to the Field.
- (B) One aspect of this IP is known as "HA". In order to fund the specific development and exploitation of HA more effectively, it has been decided that the relevant IP should be transferred from ABONETICS into a new vehicle created for that purpose. This vehicle is ApaTech Limited.
- (C) It has been agreed that all the remaining assets of ABONETICS other than those transferring to ApaTech Limited shall be transferred into a second new vehicle, being NEWCO.
- (D) Accordingly, this Deed is entered into pursuant to and contemporaneously with:
  - (i) the voluntary liquidation of ABONETICS;
  - (ii) the incorporation of ApaTech Limited; and
  - (iii) the incorporation of NEWCO.
- (D) The purpose of this Deed is to:
  - (i) transfer to NEWCO the legal title to the relevant IP from ABONETICS;
  - (ii) transfer to NEWCO the legal title to any relevant "residual" IP that belongs to QMW and BONFIELD; and

- (iii) give full effect to such transfer in respect of any confidential know-how embodied in or relating specifically to the IP to be transferred.

**IT IS AGREED AS FOLLOWS:**

**1 DEFINITIONS**

1.1 In this Deed of Assignment the following words shall have the following meanings:

- "Ancillary Rights"** In respect of the Patents and the Copyrights, all rights and powers arising or accrued from them (other than Know-How), including the right to sue for damages and other remedies in respect of any infringement or misuse of them and the right to apply for, prosecute and obtain any registration or similar protection throughout the world in respect of the subject matter of the Patents or Copyrights;
- "Apatech IP"** The **"Transferred IP"** defined as such and detailed in the contemporaneous Intellectual Property Assignment between ABONETICS, QMW, BONFIELD and ApaTech Limited.
- "Copyrights"** The copyrights, database rights and any related rights recognised in any jurisdiction that subsist or are embodied in the Know-How Documents;
- "Deadline"** the date of this Deed;
- "Field"** The chemistry of bone substitute materials and the sciences and technology involved in their manufacture;
- "IP"** All of the following intellectual property rights:
- the Patents;
  - the Copyrights;
  - the Ancillary Rights;
  - all other patents, registered designs, unregistered designs, utility models, petty patents, copyrights, database rights, inventions, improvements, discoveries, research results, system, software technical information, know-how, (whether or not any of these are registered or unregistered or capable of registration) and including applications for the grant of any of the foregoing rights and all rights or forms of

protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world, each belonging to ABONETICS at the date of this Deed but EXCLUDING the Apatech IP;

**"Know-How"**

All information in intangible form that:

- (i) is substantial;
- (ii) is not available in the public domain (whether as individual data or as part of a compilation); and
- (iii) relates to the Patents and/or the Know-How Documents;

**"Know-How Documents"**

All documents in the possession of ABONETICS and which contain confidential information relating to the Patents or the Field but do not relate to the Apatech IP;

**"Patents"**

The registered patents and/or patent applications listed in the Schedule;

**2 ASSIGNMENT OF IP BY ABONETICS**

- 2.1 Subject to Clause 2.2, ABONETICS assigns the IP to NEWCO.
- 2.2 To the extent that any IP is jointly owned by ABONETICS and one or more third parties, the assignment under Clause 2.1 (and any other relevant provision of this Deed) relates specifically to ABONETICS' share of such IP.

**3 SWEEP-UP ASSIGNMENT OF IP BY QMW AND BONFIELD**

To the extent that any Copyrights, or Ancillary Rights in the Patents or Copyrights vest in QMW or BONFIELD, they now each assign to NEWCO such rights respectively.

**4 KNOW-HOW TRANSFER**

- 4.1 Copies of the Know-How Documents shall be delivered to NEWCO by ABONETICS at a time to be agreed by the parties but in any event no later than the Deadline.
- 4.2 So as to give full effect to the assignment provisions of this Deed, the Assignors each severally grant NEWCO a non-exclusive, irrevocable worldwide licence to use and exploit such Know-How as the relevant licensor possesses.

**5 FURTHER ASSURANCE, ASSISTANCE AND PROTECTION**

5.1 Subject to Clause 5.2, each party shall execute all such documents and do all such things as may be reasonably necessary or desirable to give full effect to this Deed of Assignment in any jurisdiction.

5.2 All significant out-of-pocket expenses incurred pursuant to Clause 5.1 and associated with:

5.2.1 the transfer of any IP; and/or

5.2.2 the recordal of any patent assignments in the relevant patent offices

shall be borne by NEWCO.

5.3 QMW undertakes to use its best endeavours to ensure that any IP that it is required to assign or license to NEWCO under this Deed, and which is subsequently found to vest in its students, employees or other workers, shall be promptly assigned or licensed to NEWCO on terms giving effect to this Deed.

5.4 BONFIELD undertakes to use his best endeavours to ensure that any IP that he is required to assign or license to NEWCO under this Deed, and which is subsequently found to vest in Cambridge University or any research assistant who has worked with BONFIELD, shall be promptly assigned or licensed to NEWCO on terms giving effect to this Deed.

5.5 The Assignors each severally undertake to:

5.5.1 notify NEWCO promptly of any infringement or suspected infringement by a third party of the IP which comes to its notice;

5.5.2 notify NEWCO promptly of any third party threat or notice of proceedings received, claiming infringement of the third party's rights in relation to the use or exploitation of the IP;

and shall provide NEWCO at NEWCO's expense with all reasonable assistance that may be required in order to deal with such infringement or claim.

**6 WARRANTIES**

6.1 Subject to any express terms of this Deed, the assignments made by the Assignors under this Deed are each made respectively with full title guarantee.

6.2 In respect of any IP to be licensed by the Assignors under this Deed, each of the Assignors warrants that they have the right to enter into such licences.

6.3 Subject to any express terms in this Deed, all warranties implied by law regarding the Assignors' title to the IP, and the terms on which such IP shall be transferred or licensed, are excluded.

7 **GOVERNING LAW**

- 7.1 This Deed of Assignment is subject to and shall be construed in accordance with the laws of England and Wales.
- 7.2 Any dispute arising from or relating to the subject matter of this Deed shall be submitted to the non-exclusive jurisdiction of the English courts.

**EXECUTED and DELIVERED**  
**as a DEED by**  
**FOODTYPE LIMITED**

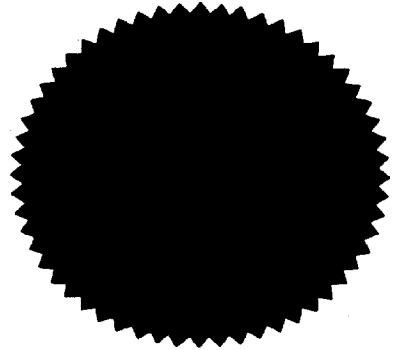
Director:

*[Signature]*

Director/Company Secretary:

*[Signature]*

**EXECUTED as a deed under Seal** )  
**by** )  
 )  
**QUEEN MARY & WESTFIELD** )  
**COLLEGE** )  
**in the presence of:** )



Council Member:

*[Signature]*

Name (printed):

SUSANNE BYRNE

Address:

QUEEN MARY & WESTFIELD COLLEGE

Council Member:

*[Signature]*

Name (printed):

A. DAVID OLVER

Address:

QUEEN MARY & WESTFIELD COLLEGE

EXECUTED and DELIVERED  
as a deed by  
PROFESSOR WILLIAM  
BONFIELD  
in the presence of:

)  
)  
)  
)  
)

W. Bonfield

Witnessed signature:

S. Hatcher

Name (printed):

S. HATCHER

Occupation:

SOLICITOR

Address:

20 ST ANDREW STREET  
LONDON EC4A 3TC

EXECUTED and DELIVERED  
as a DEED by  
ABONETICS 2000 LIMITED  
acting by:

Director

R. J. J. J.

Director/Company Secretary

Keith M. M.

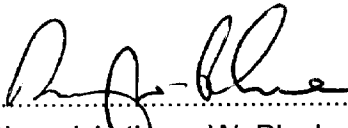
# THE SCHEDULE

## The Patents

Ref.	Registered owner	Patent/patent application no.	Application Date/ Date of Registration	Country of Registration	Brief Description
3	Abonetics	GB9410578.0, Europe 95303508.6, Japan	Priority date 26.5.94 Granted Europe 14.10.98	UK, Belgium, Denmark, France, Germany, Italy, Netherlands, Spain, Sweden, Switzerland	Denture Base Acrylics
4	Abonetics	GB 9422008.4 Europe, Japan USA 5,679,710	Priority date 1.11.94 Granted US 21.10.97	UK, Europe USA Japan	High Refractive Index and/or Radio- Opaque Resins systems
7	Bionx Implants Oy Abonetics	US 08/921,533 Europe 98949976.9-2113	Priority date 2.9.97	Finland, Europe USA	Bioactive & biodegradable composites of polymers & ceramics
8	Abonetics UCL	PCT/GB92/0218	Filing date 18.11.91	UK, PCT	Biomaterials for tissue repair
9	Abonetics UCL	GB9704749.2 PCT GB98/00673 US 09/188,165 and continuation application 09/770,620 Japan 539340/98	Filing date 7.3.97 US continuation filed 29.1.01 Japan filing date 6.3.98	UK, PCT	Tissue engineered meniscal replacements
19	Abonetics UCL RNOH Trust	0024452.5	Filing date 5.10.00	UK	A controlled release device
22	Abonetics DePuy International Ltd.	9904023.0 PCT/GB00/00618	Filing date 22.2.99	UK, PCT	Enstatite glass-ceramic
23	UCL	9501183.9	Filing date 19.1.96	UK + PCT	Fluoride releasing biomaterials (Administered by UCLi for Eastman Dental Inst. 50/50 revenue sharing agreement with Queen Mary) A Novel Bone Cement
28	Abonetics Instituto de C.Y.T. de Polimeros	9928837.5 PCT/GB00/04545	Filing date 6.12.99	UK, PCT	
34		0010411.7	Filing date 28.4.00		



I, Anthony W. Pluckrose, a European Patent Attorney in the firm Boulton Wade Tennant of Verulam Gardens, 70 Grays Inn Road, London, WC1X 8BT, do hereby certify that the attached document is a true and accurate copy of a copy of a deed of assignment dated 20 July 2001, between Foodtype Limited (formerly known as ABONETICS LIMITED) (the Assignor) and ABONETICS 2000 LIMITED ( the Assignee) in respect of US Patent No. 5679710, said copy being certified by Carey Adams, Company Secretary of Foodtype Limited (formerly known as ABONETICS LIMITED).



.....  
Signed Anthony W. Pluckrose

Date: 8 November 2002 Place: London, UK