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Form PTO-1595

(Rev. 03/01)

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

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

1. Name of conveying party(ies):

Medical Laser Technologies Limited

4-14-03

2. Name and address of receiving party(ies)

Name: Asclepion-Meditec 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: Fourth Floor, Saltire Court

20 Castle Terrace

Edinburgh

City: United Kingdom State: _____ Zip: _____

Execution Date: August 23, 2000

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) 5,073,402Additional numbers attached? ☐ Yes ☒ No

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

Name: Daniel A. Monaco

Internal Address: Drinker Biddle & Reath LLP

Street Address: One Logan Square

18th and Cherry Streets

City: Philadelphia State: PA Zip: 19103-6996

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:

50-0573

DO NOT USE THIS SPACE

9. Signature.

Daniel A. Monaco

Name of Person Signing

Signature

April 9, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 9Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

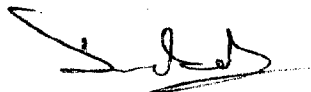
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PATENT
REEL: 013949 FRAME: 0318

CERTIFIED A TRUE COPY



Dundas & Wilson

Andersen Legal

ASSIGNATION & UNDERTAKING

by

MEDICAL LASER TECHNOLOGIES LIMITED

in favour of

ASCLEPION-MEDITEC LIMITED

re: Intellectual Property Rights and Know-How

ASSIGNATION & UNDERTAKING

by

MEDICAL LASER TECHNOLOGIES LIMITED, a company incorporated in Scotland with registered number SC109282 and having its registered office at Fourth Floor, Saltire Court, 20 Castle Terrace, Edinburgh (hereinafter referred to as the "Assignor")

in favour of

ASCLEPION-MEDITEC LIMITED, a company incorporated in Scotland with registered number SC177002 and having its registered office at Fourth Floor, Saltire Court, 20 Castle Terrace, Edinburgh (hereinafter referred to as the "Assignee")

WHEREAS:-

- (A) The parties entered into a Business Transfer Agreement (as hereinafter defined) pursuant to which the Assignor agreed to sell and the Assignee agreed to purchase the Business and the Assets (as both those terms are defined in the Business Transfer Agreement) subject to the terms and conditions set out therein; and
- (B) The Assignor is now willing, as requested by the Assignee, to record the transfer to the Assignee of the Intellectual Property Rights (as hereinafter defined) and to accept certain restrictions on the use of the Know-How (as hereinafter defined) upon the following terms and conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the terms used in the Business Transfer Agreement shall have the meanings stated therein and the following terms shall have the following meanings:-

Applications means the patent applications specified in the Schedule;

Business Transfer Agreement means the Business Transfer Agreement between Medical Laser Technologies Limited and Asclepion-Meditec Limited dated 13 December 1999;

Designated Countries means the countries to which the patent applications relate as specified in the Schedule;

Effective Date means 13 December 1999 notwithstanding the date or dates of execution of this Agreement;

Intellectual Property Rights means all patents, trade marks, rights in designs, copyright, trading names, domain names, database rights and rights under licences (whether or not registered or capable of registration) and in particular all copyright or other intellectual property rights which may subsist in documents, information and techniques including drawings, instruction manuals, lists and particulars of customers, marketing methods and procedures, advertising copy and all marketing literature relating to the Business and the Assets, for which particulars of the registered rights and rights applied for are set out in the Schedule;

Inventions means the inventions disclosed in the patent applications specified in the Schedule;

Know-How means any and all know-how, knowledge, experience, methods, techniques, processes, discoveries, or inventions and other technical information (whether in conventional or electronic format) created or developed and owned by the Assignor relating to the Business and the Assets; and

Schedule means the schedule annexed to this Agreement.

2. ASSIGNATION

2.1 In consideration of the sum referred to in Clause 3(A) of the Business Transfer Agreement, the Assignor hereby assigns to the Assignee all its property, right, title and interest in the Intellectual Property Rights and the right to sue for past infringements and to retain any damages as a result of such action.

2.2 The Assignor further hereby assigns the following:-

- 2.2.1 the Inventions and the full and exclusive benefit of each of them in each and all of the Designated Countries;
 - 2.2.2 all the rights of the Assignor in and to the Applications and in any further application for a patent or patents in respect of the Inventions whether made under the Paris Convention, the European Patent Convention or the national patent legislation in each of any of the Designated Countries and the full and exclusive benefit of them and all rights, privileges and advantages associated with them;
 - 2.2.3 the full right to apply for and obtain patents or other similar forms of protection in respect of the Inventions throughout the world;
 - 2.2.4 the right to make any new application(s) in respect of any part(s) of the subject-matter of any application filed in connection with the Inventions and the right to claim priority under the Paris Convention (as amended) or otherwise from the Applications; and
 - 2.2.5 any patents under the Patents Act 1977 or other similar forms of protection granted in respect of the Inventions whether in the UK or otherwise pursuant to the Applications.
- 2.3 The Assignor hereby undertakes at the request and expense of the Assignee to do all things and execute all such further documents, forms and authorisations as may be required to vest full right title and interest in the Intellectual Property Rights, Applications and Inventions in the Assignee absolutely.

3. **DELIVERABLES**

The Assignor shall forthwith deliver to the Assignee, insofar as capable of delivery and not being already in the Assignee's possession, all agreements and records and technical information relating to the Intellectual Property Rights.

4. **KNOW-HOW**

- 4.1 The Assignor undertakes that it shall not directly or indirectly use the Know-How for any purpose whatsoever without the prior written consent of the Assignee. The Assignee further undertakes to forthwith record or otherwise reduce the Know-How

to writing (whether in conventional or electronic format) and deliver the same in a form acceptable to the Assignee.

- 4.2 The Assignor shall keep and shall procure that all of its employees or agents shall keep secret and confidential both during and after the term of this Agreement all Know-How.

5. **WARRANTIES**

- 5.1 The Assignor hereby warrants, represents and undertakes to the Assignee:-

- 5.1.1 that it has full power to enter into and perform this Agreement, and this Agreement constitutes binding obligations on it in accordance with its terms;
- 5.1.2 the Intellectual Property Rights, Applications and Inventions are its sole absolute property free from encumbrances, and from and after the Effective Date the Assignor will acquire a good valid and marketable title to all the Intellectual Property Rights, Applications and Inventions free and clear of any security interest or third party rights;
- 5.1.3 no licences of or any other rights to use or work under the Intellectual Property Rights, the Applications and Inventions and the Know-How have been granted by it to any third party and there are no circumstances which could entitle a third party to call for such a licence or right.
- 5.1.4 that all renewal and application fees due in respect of each of the registrations/Applications have been paid;
- 5.1.5 that any and all previous assignments of the Intellectual Property Rights are valid, and that the Assignor is properly entered onto the relevant registers of patents and trade marks as proprietor of the patents and the trade mark comprised in the Intellectual Property Rights; and
- 5.1.6 there has been no actual or threatened infringement by any third party of any of the Intellectual Property Rights, the Applications and Inventions and the Know-How and there is no reason why any registration may be capable of being expunged from the relevant registers.

6. **INDEMNITY**

6.1 The Assignor shall on demand indemnify and keep the Assignee indemnified against any and all claims, losses, damages, costs (including legal costs) and expenses incurred by the Assignee arising out of or in connection with any breach of the provisions of this Agreement by the Assignor.

6.2 The Assignor shall also provide all such assistance to the Assignee as the Assignee may reasonably request to enable the Assignee to resist any action, claim or proceedings brought by any third party against the Assignee as a result of any breach of the terms of this Agreement.

7. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish Courts, IN WITNESS WHEREOF these presents typewritten on this and the four preceding pages have been executed in duplicate as follows:-

**FOR AND ON BEHALF OF
MEDICAL LASER TECHNOLOGIES
LIMITED at**

on August 23rd 2000 by

David C Hamilton Director

DAVID C. HAMILTON Full Name

before the witness set out opposite:-

Inge-Maria Uhlmann Witness

Inge-Maria Uhlmann Full Name

Javerellstr. 36, Nimberg Address

**FOR AND ON BEHALF OF
ASCLEPION-MEDITEC LIMITED at**

on August 23rd, 2000 by

Michael Dettelbacher Director

Michael Dettelbacher Full Name

before the witness set out opposite:-

Inge-Maria Uhlmann Witness

Inge-Maria Uhlmann Full Name

Javerellstr. 36, Nimberg Address

Schedule

Patents

(i) Registered Patents

<u>Name</u>	<u>Number</u>	<u>Territory</u>	<u>Date Issued</u>
Isotropic Emitter/ Detector Optical Fibre	5073402	United States	17 December 1991

(ii) Patent Applications

<u>Name</u>	<u>Number</u>	<u>Territory</u>	<u>Filing/Priority Date</u>
Apparatus & Method for Delivery of Light to Skin	PCT/GB98/01523	N/A	26 May 1998
Apparatus & Method for Delivery of Light to Skin	98922974.5	Germany, France Italy, United Kingdom	26 May 1998
Non-invasive Diagnostic Method and Apparatus	PCT/GB98/01524	N/A	26 May 1998
Non-invasive Diagnostic Method and Apparatus	98922975.2	Germany, France, Italy, United Kingdom	26 May 1998

Trade Mark

(ii) Registered Trade Mark

<u>Mark</u>	<u>Number</u>	<u>Classes</u>	<u>Territory</u>	<u>Date of Registration</u>
ORALMEDIC (word)	1503030	10	UK	11 June 1992

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**MEDICAL LASER TECHNOLOGIES
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