

04-17-2003



Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORD

F. 102422134

DEPARTMENT OF COMMERCE
J.S. Patent and Trademark Office

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):
F.S.M. Technologies Limited

2. Name and address of receiving party(ies)

Name: MICAP PLC

Address: No 1 Ashton House,

The Parks, Lodge Lane, Haydock, Lancashire

WA12 0JQ England

City: State: Zip:

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: 3/10/03

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) 6,465,640

issued October 15, 2002

Additional numbers attached? Yes No

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

Name: WALLENSTEIN & WAGNER, LTD.

Internal Address: Attn: M. Morneault, Esq.

Street Address: 311 South Wacker Drive - 5300

City: Chicago State: IL Zip: 60606

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-0280

DO NOT USE THIS SPACE

9. Signature.

Monique A. Morneault
Name of Person Signing

Monique A. Morneault
Signature

April 9, 2003
Date

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

04/16/2003 ECOOPER 00000197 6465640

01 FC:0021

40.00 BP

PATENT
REEL: 013949 FRAME: 0658

OFFICE OF PUBLIC RECORDS
03 APR 14 AM 9:51
FINANCE SECTION

11/14/00

now U.S. Patent No. 6,465,640 Issued October 15, 2002

ASSIGNATION AND TRANSFER

between

1. F.S.M. Technologies Limited, a company incorporated in Scotland under the Companies Acts (Company number SC144115) whose registered office is at 6 Dunrobin Court, North Avenue, Clydebank Business Park Clydebank G81 2NT, (formerly of Unit 3.02, Kelvin Campus, West of Scotland Science Park, Maryhill Road, Glasgow G20 OSP) (herein "**ASSIGNOR**"); and
2. MICAP PLC, a company incorporated in England under the Companies Acts (Company number 04000124) (formerly "Fluid Technologies PLC" and formerly "Fluid Technologies Limited"), whose registered office is at No 1 Ashton House, The Parks, Lodge Lane, Haydock, Lancashire, WA12 0JQ, formerly of CT3 Building, Science & Innovation Park, Waterside Drive, Swan Meadow Lane, Wigan, Lancashire, WN3 5AZ (herein "**ASSIGNEE**").

WHEREAS:-

- A. **ASSIGNOR** is a wholly owned subsidiary of the **ASSIGNEE**, **ASSIGNEE** having acquired the entire share capital of the **ASSIGNOR** in September 2000. As part of the restructuring process which has taken place after the acquisition **ASSIGNOR** wishes to transfer certain assets, including the Patents (as hereinafter defined) to **ASSIGNEE**; and
- B. **ASSIGNOR** has agreed to assign the aforementioned Patents and all Intellectual Property Rights to **ASSIGNEE** in accordance with this Agreement.

NOW THEREFORE THE PARTIES DO HEREBY AGREE as follows:-**1. DEFINITIONS**

- 1.1 Unless the context otherwise provides, terms used in this Agreement including the Recitals shall have the meanings given to them below:-

"Intellectual Property Rights" means all intellectual property rights of whatever nature in the possession of and/or under the control of the **ASSIGNOR** anywhere in the world pertaining

to or embodied in the Patents and/or any previous and further development work conducted by the **ASSIGNOR** relating to the Patents and including without prejudice to the foregoing generality all drawings, trade secrets, know-how, information, data, discoveries, improvements, specifications, diagrams, expertise, techniques, technology, patents and patent applications, copyright, designs and design rights (both registered and unregistered and applications therefor), research, methods of formulation, results of tests and field trials, specifications of materials, composites of materials and formulae whether recorded in any manner or otherwise;

"Patents"

means British Patent Application No. GB 9810403.7 filed on 15 May 1998, together with any and all patents which may be derived or based upon such patent application or claim priority from such patent application, including PCT Application No. PCT/GB99/01528 (published as WO99/60005), European Patent Application No. 99923741.5, US Patent Application No. 09/700,403 filed on 14 November 2000 entitled "Separation of Nucleic Acids", and US Patent No. 6465640, and all re-issues, divisions, continuations, renewals and extensions thereof whether in the United Kingdom or any other territory.

- 1.2 Headings are inserted for ease of reference only and shall not be taken into account in construing this Agreement.

2. TRANSFER OF RIGHTS

In consideration of the sum of £1 (exclusive of VAT payable thereon) already paid by **ASSIGNEE** to **ASSIGNOR**, **ASSIGNOR**, as beneficial owner and free from all liens, charges, and encumbrances or other third party interest hereby assigns to **ASSIGNEE** absolutely with full title guarantee with effect from the Effective Date:-

- (a) all property, right, title and interest in and to the Intellectual Property Rights and the Patents and all goodwill associated therewith and all modifications, improvements and amendments thereto absolutely for the remainder of the terms which said rights and any renewals or extensions shall subsist; and
- (b) the right to institute and maintain proceedings for infringement of the Intellectual Property Rights and the Patents against any person who now or hereafter wrongfully uses or otherwise infringes any or all of the same the Intellectual Property Rights or Patent.

3. FURTHER ASSISTANCE

ASSIGNOR shall execute or shall procure the execution of, such other assignments, documents, forms and authorisations and make any declaration or procure such declaration is made, as may be requested by **ASSIGNEE** or required by any competent authority for vesting the full property, right, title and interest in the Intellectual Property Rights or the Patents in **ASSIGNEE** or for conferring on **ASSIGNEE** all rights of action in relation to any infringement by third parties at the date hereof or hereafter.

4. GOVERNING LAW

This Agreement shall be governed by the Laws of England and shall be subject to the exclusive jurisdiction of the English courts

IN WITNESS WHEREOF these presents consisting of this and the 3 preceding pages are executed as follows:-

Subscribed for and on behalf of **ASSIGNOR**

by MICHAEL NORRIS (name in CAPITALS)

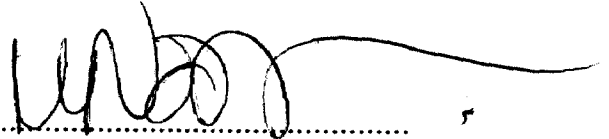
a director, authorised signatory thereof
at Newton Le Willows (PLACE) on the 10th
day of MARCH 2003

before this witness:-

CA PICTON Witness (signature)

CHRISTINE ANNE PICTON Full Name (CAPITALS)

50 CRESTWOOD AVE Address (CAPITALS)
MARUS BRIDGE
WIGAN
WN3 6SE



.....
Director/Authorised Signatory

Subscribed for and on behalf of **ASSIGNEE**

by GORDON NELSON (name in CAPITALS)

a director, authorised signatory thereof
at Newton-Le-Willows (PLACE) on the 10th
day of MARCH 2003

before this witness:-

J. McGirr Witness (signature)

Joanne McGirr Full Name (CAPITALS)

1 Lodge Lane Address (CAPITALS)
Newton-Le-Willows



.....
Director/Authorised Signatory