Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 3/51/2002)



(e. 7.03

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

OMB No. 0651-0027 (To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) Name: Fairfield Imaging Limited John R. Maddison Internal Address: 10 Lonsdale Gardens Turnbridge Wells, Kent, TN1 1NU Additional name(s) of conveying party(ies) attached? The Yes No UNITED KINGDOM 3. Nature of conveyance: Merger Assignment Street Address: _____ Security Agreement Change of Name Other_____ City:_____Zip:____ Execution Date: April 16, 2003 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) 10/365,708 Additional numbers attached? 📮 Yes 🍱 No 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: concerning document should be mailed: 7. Total fee (37 CFR 3.41).....\$ 40.00 Name: Larry E. Vierra Enclosed Internal Address:_____ □ Authorized to be charged to deposit account Vierra Magen Marcus Harmon & DeNiro LLP 8. Deposit account number: Street Address: 685 Market Street, Suite 540 501826 (Attach duplicate copy of this page if paying by deposit account) City: San Francisco State: CA Zip: 94105 DO NOT USE THIS SPACE 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. Larry E. Vierra May 28, 2003 Name of Person Signing 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

SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventor:

(1) JOHN R MADDISON, of 10 Lonsdale Gardens, Tunbridge Wells, Kent TN1 1NU, and has invented certain new and useful improvements in:

MICROSCOPY IMAGING SYSTEM AND METHOD

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

1. \underline{X} On the Date of Execution of Declaration for Patent Application set forth below adjacent to my signature;

Or

2. <u>x</u> Said application having SC/Serial Number <u>10/365,708</u> and filed on the <u>12 thatage</u> of <u>February</u>, 2003.

WHEREAS Fairfield Imaging Limited (hereinafter termed "Assignee"), a company incorporated under the laws of England and Wales, having a place of business at 10 Lonsdale Gardens, Tunbridge Wells, Kent, TN1 1NU, United Kingdom, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

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- Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his respective heirs, legal representatives and assigns.
- 4. Said Inventor hereby jointly and severally warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor have executed and delivered this instrument to said Assignee on the date written below:

Date of Execution of Declaration for Patent Apple	pplication: 16/6/63 1) And Andrew Maddison
Date:	16/4/03.
Witness's Signature:	Fig.
Witness's Name:	SHARRON DYE
Witness's Address:	DI NEWTONDALE CLOSE
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RECORDED: 06/02/2003