

Form PTO-1595

(Rev. 10/02)

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

RECORDATION
PA

06-19-2003

U.S. DEPARTMENT OF
COMMERCE
Patent and Trademark Office

Docket No: BTGI-003/02US



102477577

To the Honorable Commissioner of Patents and Trademark

Documents or copy thereof.

Name of conveying party(ies):

CELLTRACE COMMUNICATIONS LIMITED;
INTELCOM INTERNATIONAL HOLDINGS, LTD; and
WAYNE DAVID MICHAELS

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other ()

Execution Date: October 16, 2000

2. Name and address of receiving party(ies)

Name: BRITISH TECHNOLOGY GROUP INTER-
CORPORATE LICENSING

Street Address: 10 Fleet Place, Limeburner Lane

City: London Zip: EC4M 7SB

United Kingdom

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

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) 10/215,989

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Cooley Godward LLP
ATTN: PATENT DEPARTMENT
One Freedom Square
Reston Town Center
11951 Freedom Drive
Reston, Virginia 20190-5656

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: 50-1283

The Commissioner is hereby authorized to charge any appropriate fees under 37 CFR 3.41 that may be required by this paper, and to credit any overpayment, to Deposit Account No. 50-1283. This paper is submitted in duplicate.

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.

C. Scott Talbot

Name of Person Signing

Signature

Date

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

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

06/18/2003 6TOM11

00000218 501283

10215989

US Patent and Trademark Office

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Arlington, VA 22202

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PATENT

REEL: 014177 FRAME: 0225

DATED 16th October 2000

CELLTRACE COMMUNICATIONS LIMITED

-and-

INTELCOM INTERNATIONAL HOLDINGS LTD

-and-

WAYNE DAVID MICHAELS

-and-

BRITISH TECHNOLOGY GROUP
INTER-CORPORATE LICENSING

ASSIGNMENT

PATENT
REEL: 012025 FRAME: 0850

PATENT
REEL: 014177 FRAME: 0226

10652 (BTG/MS/90)

14/10/2001
CHEESWRIGHTS CH/S

NOTARIES PUBLIC

10 Philpot Lane London EC3M 8BR
Telephone: 020 7621 9477 (or) 07000 NOTARIES

Facsimile: 020 7621 5428
E-mail: notary@cheeswrights.co.uk
www.cheeswrights.co.uk
DX 6277 London City EC3

TO ALL TO WHOM THESE PRESENTS SHALL COME, I
JEREMY BROOKER BURGESS of the City of London
NOTARY PUBLIC by royal authority duly admitted and sworn
DO HEREBY CERTIFY the genuineness of the signature of
WAYNE DAVID MICHAELS subscribed in his personal capacity
to the document hereunto annexed, such signature having been
subscribed in my presence by the said Wayne David Michaels, whose
identity I attest;

AND I DO FURTHER CERTIFY the genuineness of the signatures
of the said WAYNE DAVID MICHAELS and of TRACEY
SHANE MICHAELS subscribed to the said annexed document,
such signatures having been also subscribed in my presence by the
said Wayne David Michaels and Tracey Shane Michaels, directors
of the company styled INTELCOM INTERNATIONAL
HOLDINGS LIMITED of Valletta, Malta.

IN FAITH AND TESTIMONY WHEREOF I the said notary have
subscribed my name and set and affixed my seal of office at London
aforesaid this nineteenth day of October in the year two thousand.



R P Ready
Ruth M Campbell J B Burgess J Gardner
A J Clarke LA Rogers

PATENT
REEL: 012025 FRAME: 0851

PATENT
REEL: 014177 FRAME: 0227

APOSTILLE

(Hague Convention of 5 October 1961 / Convention de La Haye du 5 octobre 1961)

1. Country: United Kingdom of Great Britain and Northern Ireland
Pays: Royaume-Uni de Grande-Bretagne et d'Irlande du Nord

This public document / Le présent acte public

2. Has been signed by J B Burgess
a été signé par
3. Acting in the capacity of Notary Public
agissant en qualité de
4. Bears the seal/stamp of The Said Notary Public
est revêtu du sceau/timbre de

Certified/Attesté

5. at London/Londres 6. the/le 20 October 2000
7. by Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs
par le Secrétaire d'Etat Principal de Sa Majesté aux Affaires Étrangères et du Commonwealth
8. Number/Numéro G828250

9. Stamp
timbre:



10. Signature A. Beckwith

A. Beckwith

PATENT
REEL: 012026 FRAME: 0852

PATENT
REEL: 014177 FRAME: 0228

ASSIGNMENT

THIS ASSIGNMENT is made as a deed on 16th October 2000
BETWEEN

- (1) CELLTRACE COMMUNICATIONS LIMITED whose company registration number in England is 027608585 and whose registered office is at Poplars Farm, Crouch Lane, Winkfield SL4 4TL ("Celltrace"), and
- (2) INTELCOM INTERNATIONAL HOLDINGS LTD whose company registration number in Malta is C23967 and whose registered office is at Valetta Buildings, South Valetta, Malta ("Intelcom"), and
- (3) WAYNE DAVID MICHAELS of Poplars Farm, Crouch Lane, Winkfield, Berks SL4 4TL ("Mr Michaels")

(known collectively as the "Owners"); and
- (4) BRITISH TECHNOLOGY GROUP INTER-CORPORATE LICENSING whose company registration number in England and Wales is 02760585 and whose registered address is 10 Fleet Place, Limeburner Lane, London, EC4M 7SB, England ("ICL").

WHEREAS:-

The Owners have agreed to assign the INVENTION and the IPR to ICL on the terms hereof.

NOW THIS DEED WITNESSETH as follows:-

1. 1.1 IN this deed the definitions below shall have the following meanings:-

"Applications"	the applications for patents, details of which are set out in the attached Schedule together with any and all future applications for patents that may be made in respect of all developments, enhancements, modifications or other changes to the Invention and all inventions related to the Invention that have been or may in future be made by or on behalf of any or all of the Owners provided in each case that ICL accepts such applications of commercialisation;
"Copyright"	such existing and future copyright throughout the world as is currently, and may in the future be, vested in any or all of the Owners, and which may subsist in the Invention, in the Patents and in the Know-how (and in particular, but without limitation, the copyright listed in the Schedule);
"Database Right"	such existing and future database right as may subsist throughout the world as is currently and may in future be vested in any or all of the Owners and which may subsist in the

Know-how and in particular, but without limitation, the database right set out in the Schedule;

"Design Rights"

such existing and future registered and unregistered design rights (and the right to apply for and to be granted any such rights), and semiconductor topography rights, throughout the world as are currently, and may in the future be, vested in any or all of the Owners, and which may subsist in relation to the Invention, in the Patents and in the Know-how and in particular, but without limitation, the design rights set out in the Schedule;

"Invention"

the invention which is the subject of the Patents and all developments, enhancements, modifications or other changes to the invention and all inventions related to the invention that have been or may in future be made or on behalf of any or all of the Owners provided in each case that ICL accepts such applications for commercialisation;

"IPR"

the Patents, the Database Right, the Copyright, the Design Rights, and any and all other rights throughout the world (other than any relevant moral rights) which relate to the Invention;

"Know-How"

such existing and future know-how (including but not limited to notes, techniques, processes, formulae, experimentation results, chemical compounds, drawings, models, prototypes, designs, computer software, technical information and data, and calculations) as are currently, and/or may in the future be, vested in any or all of the Owners and which relate to the Invention;

"Patents"

- (i) the Applications, the patents set out in the attached Schedule and any patents which may be granted pursuant to the Applications; and
- (ii) any patents and patent applications corresponding to the Applications, and which may be granted to or made by any or all of the Owners in other territories; and
- (iii) any re-issues and extensions of such patents, and any divisions and continuations of such applications.

1.2 The expressions "ICL", "Mr Michaels", "Intelcom" and "Celltrace" shall include their respective successors, assigns and personal representatives.

1.3 References to Clauses and Schedules are references to Clauses and Schedules in this Agreement; and references to this Agreement include the Schedules.

PATENT
REEL: 012025 FRAME: 0854

PATENT
REEL: 014177 FRAME: 0230

- 1.4 The plural includes the singular (and vice versa) and the masculine includes the feminine and the neuter (and vice versa);
- 1.5 The headings in this Agreement are for convenience only and shall not affect the interpretation;
- 1.6 References to persons include partnerships, companies and any other form of body whether corporate or unincorporated.
2. The Owners, each as to their respective rights and interests, hereby assign to ICL with full title guarantee:-
- 2.1 the Invention, the IPR and the Know-how and all rights and interests therein, together with the full, unfettered, and exclusive right to use the same for any purpose, and
- 2.2 the right to apply for and obtain patent or other similar protection in any territory, or group of territories, in respect of the Invention including the right to claim priority under the International Convention for the Protection of Industrial Property for each country of the Union constituted by the said Convention in which application(s) may be made by ICL.
- together with the right to bring proceedings for infringement of any of the above rights if such infringement took place prior to the date of this Assignment.
3. The Owners hereby covenant with ICL that:-
- 3.1 they will (so far as necessary) permit and enable ICL to apply for, and will take all reasonable steps to assist ICL in obtaining, the grant of patent, registered design or other protection for the IPR, the Know-how, and like protection in respect of the Invention, in any territory as may be required by ICL; and
- 3.2 they will, at the request and cost of ICL, execute and do all such documents acts and things as may be necessary for the purposes of this Agreement; and
4. 4.1 The Owners both jointly and severally hereby warrant that, except as either of them has disclosed in writing to ICL prior to the date of this Agreement:-
- 4.1.1 the entire right, title, and interest, in and to the Invention and the IPR are vested in either or both of the Owners with full title guarantee, together with all rights relating to the transferability thereof; and
- 4.1.2 the Owners are free to disclose the IPR and the Know-how to ICL; and

4.1.3 there are no options, licences, charges, liens, agreements, or other encumbrances or arrangements, with third parties under or affecting such right, title, and interest; and

4.1.4 they are not aware of:-

4.1.4.1 any use by any third party of the Invention and/or any of the IPR and/or any of the Know-how which might amount to an infringement of the Owners' rights therein; or

4.1.4.2 of any other unauthorised use of any of the IPR or the Know-how, or

4.1.4.3 of any other matter which would prevent, or limit, or in any other way affect, the commercialisation of the Invention and/or the IPR and/or the Know-how;

4.1.4.4 any fact or matter whatsoever that would render any patent granted in respect of the Invention invalid or incapable of enforcement or any claim by a third party that the IPR is invalid or does not subsist;

4.1.4.5 any misrepresentation made or failure to disclose relevant information, in the course of prosecution of any of the Patents.

4.1.5 The Know-how was lawfully created by or on behalf of the Owners, was not obtained from a third party and has not been disclosed to any person without first obtaining a written undertaking from the person in question to keep the same confidential and the Owners have disclosed to ICL the names and identities of all persons who have given such undertakings.

4.2 The Owners shall promptly notify ICL in writing if they become aware of any of the matters referred to in Clause 4.1.

5. Each of the Owners hereby irrevocably appoints ICL as their respective Attorney, in their respective names, to execute and do any document, act, or thing which may be necessary for the purposes of clause 2 and 3 of this Agreement.

6. Mr Michaels unconditionally and irrevocably waives all such moral rights as he may have (whether asserted or not) in the Copyright, including moral rights in any future Copyright to the extent permitted by law.

7. THE Owners shall keep the Know-how confidential, and shall not use, disclose, or part with any of the Know-how, orally or in writing, to any third party without ICL's prior written consent. These obligations shall not apply to any of the Know-how which is, or becomes, in the public domain, otherwise than by any default of the Owners.
8. ICL shall endeavour to secure the commercialisation of the Invention and the IPR on the terms of the Commercialisation Agreement of even date entered into between the Owners and ICL.
9. THIS Agreement shall be binding on, and enure to the benefit of, the successors, assigns, and the personal representatives, of the respective parties, and the definitions "Celltrace", "Mr Michaels", "Intelcom", "Owners" and "ICL" shall be construed accordingly.
10. THIS Agreement shall be read and construed in accordance with, and be governed by, English law.

IN WITNESS whereof this document has been executed and delivered as a deed on the day and year first written above.

THE SCHEDULE

The Patents

Title of Invention: Telecommunication Systems

<u>Country</u>	<u>Patent/ Application No</u>	<u>Date of Filing</u>
EPO	94917755.4	15/6/1994
EPO Divisional	96202352.9	15/6/1994
EPO Divisional	98201414.4	15/6/1994
Australia	69346/94	15/6/1994
Brazil	PI9406850-0	15/6/1994
Canada	2,165,202	15/6/1994
China	94192802.8	15/6/1994
Czechoslovakia	PV 3284-95	15/6/1994
Finland	956022	14/12/1995
Hong Kong	98201414.4	
Hungary	P95 03602	15/6/1994
Japan	7-501522	15/6/1994
Norway	955079	14/12/1995
Russia	96101179	
Singapore	9602873.3	
South Africa	94/4242	15/6/1994
South Korea	95-05730	
USA	6,011,276	19/4/1996
Continuation Filed USA		

(6)

PATENT
REEL: 012025 FRAME: 0858

PATENT
REEL: 014177 FRAME: 0234

The COMMON SEAL of
CELLTRACE COMMUNICATIONS)
LIMITED was hereto affixed in the)
presence of)

Director

T.S. Michaels.

Secretary

(Signature)

SIGNED and DELIVERED as a
DEED by WAYNE DAVID
MICHAELS
in the presence of:-

(Signature)

WITNESS:

NAME:

ADDRESS:

(Signature)
Notary Public London, England
(J. B. BURGESS)

OCCUPATION:

PATENT

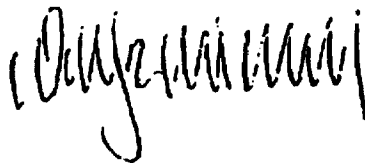
REEL: 012025 FRAME: 0859

PATENT

REEL: 014177 FRAME: 0235

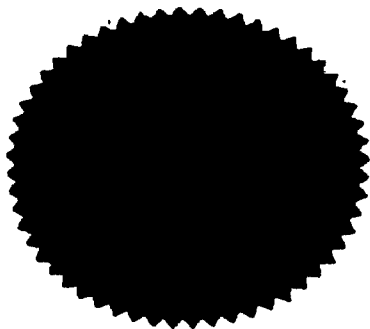
Executed as a deed by INTELCOM)
INTERNATIONAL HOLDINGS)
LIMITED in a manner legally)
binding upon it)

Director/Authorised Signatory

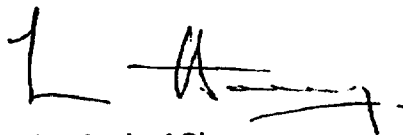


Director/Authorised Signatory

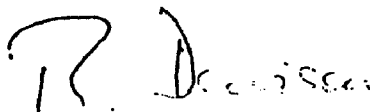
T.S. Michaels.



(The COMMON SEAL of BRITISH
(TECHNOLOGY GROUP
(INTER-CORPORATE LICENSING
(LIMITED was affixed in
(the presence of:-



Director/Authorised Signatory



Secretary/Authorised Signatory