

FORM PTO-1619A

Expires 06/30/99
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☐ Mark if additional names of conveying parties attached

Name (line 1) UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW, THE

Execution Date
Month Day Year
11/24/2003

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) INTENSE PHOTONICS LIMITED

Name (line 2)

Address (line 1) 4 Stanley Boulevard, Hamilton International Technology Park

Address (line 2) Blantyre, Glasgow G72 0BN

Address (line 3)

UNITED KINGDOM

City

State/Country

Zip Code

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FORM PTO-1619B

Expires 06/30/99
OMB 0851-0027

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U.S. Department of Commerce
Patent and Trademark Office
PATENT

Correspondent Name and Address

Area Code and Telephone Number (312) 368-4000

Name Jefferson Perkins, Esq.

Address (line 1) PIPER RUDNICK LLP

Address (line 2) P.O. Box 64807

Address (line 3) Chicago, IL 60664-0807

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document
including any attachments.

5

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

10/047308

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application
was

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

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Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:

Enclosed ☐Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the

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18-2284

Authorization to charge additional fees:

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To the best of my knowledge and belief, the foregoing information is true and correct and any
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indicated herein.

Jefferson Perkins / Reg. No. 31,407

Name of Person Signing



Signature

2 March 2004
Date

PATENT

REEL: 014385 FRAME: 0209

REF: 34342_1/DF

ASSIGNATION AGREEMENT

between

**THE UNIVERSITY COURT OF
THE UNIVERSITY OF GLASGOW**

and

INTENSE PHOTONICS LIMITED

I hereby certify that this
is a true and exact copy
of the original document.

A handwritten signature in black ink, appearing to read 'David Moreland', with a stylized flourish at the end.

David Moreland
Chartered Patent Attorney

4 February 2004.

ASSIGNATION AGREEMENT

between

THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW, University Avenue, Glasgow G12 8QQ ("Glasgow"); and

INTENSE PHOTONICS LIMITED, a company incorporated in Scotland under the Companies Acts (registered no. SC202087) and having its registered address at 191 West George Street, Glasgow and whose place of business is 4 Stanley Boulevard, Hamilton International Technology Park, Blantyre, Glasgow G72 0BN ("IPL"),

(Each a "Party" and together the "Parties").

WHEREAS:-

- (A) Glasgow and IPL have entered into a co-ownership agreement dated 22 June 2001 which related to an invention for a copper induced quantum well intermixing process.
- (B) Glasgow and IPL have registered this invention by filing patents in the territories of the US (application number 10/047,308) and of the UK (application number 0122182.9) and under the Patent Cooperation Treaty (application number PCT/GB02/003464 claiming priority from the UK application) (hereinafter "the Patents");
- (C) Glasgow has agreed to assign to IPL all rights that it has in the Patents to IPL and IPL has agreed to provide Glasgow a licence to the Patents and associated know-how, together with any subsequent patent applications deriving therefrom on the terms and conditions set out in this Agreement.

THE PARTIES AGREE as follows:-

1. **ASSIGNMENT**

- 1.1 In return for the sum of £1, for which Glasgow hereby acknowledges receipt, Glasgow assigns to IPL as of the date of execution of this agreement together with its successors and legal representatives, free from all known encumbrances its co-ownership in the Patents and associated know-how, together with the right, without limitation:

- (a) To sue for damages and other remedies in respect of any infringement; and

- (b) The right to apply for, prosecute & obtain protection throughout the world such that IPL becomes the single owner.

- 1.2 At the request and expense of IPL, Glasgow agrees to execute any further documents that IPL may reasonably require to bring into effect the provisions of this Agreement.

2. LICENCE

In consideration of the assignment made in clause 1.1 above, IPL hereby provides Glasgow with a royalty free, fully paid up, perpetual, irrevocable, worldwide, non-exclusive licence to use the Patents and associated know-how together with any subsequent patent applications deriving therefrom freely for internal academic research and teaching purposes or for conducting research for any not-for-profit organisation.

3. MISCELLANEOUS

- 3.1 Glasgow provides no warranties in relation to the Patents and / or associated know-how or the uses to which these may be put by IPL and IPL shall be deemed to have satisfied itself to their fitness and suitability by signature of this Agreement hereto. All conditions and warranties express or implied, whether arising under statute or under common law including but not limited to conditions and warranties as to quality, merchantability and fitness for purpose are hereby excluded.

- 3.2 IPL hereby warrants and agrees to indemnify Glasgow against all costs, fees, payments, expenses, claims and expenditure in relation to the Patents and associated know-how together with any subsequent patent applications deriving therefrom and which may from time to time become due or payable.

- 3.3 Glasgow shall not be under any obligation to institute or defend any legal proceedings whether for infringements, breach of contract or otherwise in respect of the Patents, however should IPL wish to institute or defend such proceedings with Glasgow's assistance, Glasgow may (at Glasgow's sole option and IPL's cost) render all reasonable assistance to IPL for the said purposes.

- 3.4 Should IPL decide to assign, transfer or otherwise dispose of the Patents together with any subsequent patent applications deriving therefrom, IPL undertakes to notify Glasgow of this fact, together with details of the assignee or transferee, at least thirty

(30) days in advance of such assignment, transfer or disposal. IPL shall also ensure that the terms of any assignment, transfer or disposal contain licence terms in favour of Glasgow at least as beneficial as those detailed within this Agreement. Should IPL decide to allow the Patents and / or any subsequent patent applications deriving therefrom to lapse, IPL agrees to offer Glasgow opportunity to acquire said Patents and / or subsequent patent applications on reasonable market terms and conditions to be entered into in good faith.

3.5 Nothing contained in this Agreement shall be deemed to constitute or imply any partnership, joint venture, agency or fiduciary relationship between the parties.

3.6 This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements, understandings, representations, writings and discussions between the Parties whether written or oral in relation hereto.

3.7 Any notices which may be required under the terms of this Agreement should be addressed to the following:

For: Glasgow

Attn: Director of Research and Enterprise

Address : 10, The Square, University Avenue, Glasgow, G12 8QQ

Fax: 0141 330 5611

For: IPL

Attn: Company Secretary

Address: Intense Photonics Ltd., 4 Stanley Boulevard, Hamilton International Technology Park, Biantyre, Glasgow G72 0BN

Fax: 01698 827262

4. TERMINATION

- 4.1 In the event of the liquidation or receivership of IPL or the appointment of an administrator to IPL or IPL ceasing or threatening to cease trading or the sale of the whole or any part of IPL's business or assets, IPL (or its liquidator or receiver, as appropriate) shall offer Glasgow with opportunity to acquire the Patents and associated know-how together with any subsequent patent applications deriving therefrom on reasonable market terms and conditions to be entered into in good faith.

5 APPLICABLE LAW

- 5.1 This Agreement will be governed by and construed and interpreted in accordance with the laws of Scotland and the Parties hereby prorogate to the exclusive jurisdiction of the Scottish Courts.

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

Subscribed for and on behalf of **THE UNIVERSITY
COURT OF THE UNIVERSITY OF GLASGOW**
by Dugald Mackie, Secretary of Court, at
GLASGOW on the 2nd day of November
2003, in the presence of this witness:

Witness Sheila Craig
Full Name SHEILA CRAIG
Address 68 DRUMLIN DRIVE
GLASGOW G12 6NQ

Dugald Mackie
Authorised Signatory

Subscribed for and on behalf of **INTENSE
PHOTONICS LTD** by David Hockwood

Authorised Signatory, at HAMILTON on the 28th day
of November 2003, in the presence of this witness:

Witness James Ashe
Full Name JAMES ASHE
Address 32 THE GALLOLEE
EDINBURGH
EH13 9QL

James Ashe
Authorised Signatory

James Ashe