



10-27-2003



102583898
PATENTS ONLY

RECO

Our Ref.: 124-1037

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Commissioner of Patents
P.O. Box 1450
Alexandria, VA 22313-1450

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

<p>1. Name of conveying party(ies): The Secretary of State for Defence</p> <p style="text-align: right; font-size: 1.2em;">10-22-03</p> <p>Additional name/s of conveying party/ies attached? <input type="checkbox"/></p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Assignment <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>September 1, 2003</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>QinetiQ Limited</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>85 Buckingham Gate</u></p> <p>_____</p> <p>City: <u>London</u></p> <p>State/Country: <u>United Kingdom</u></p> <p>Zip: <u>SW1 6TD</u></p> <p>Additional name/s & address/es attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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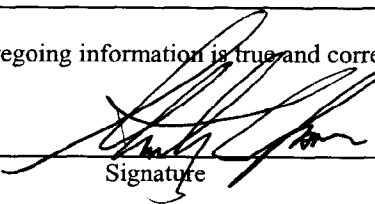
4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

<p>A. Patent Application No(s). (1) 06/492,051 (2) (3)</p>	<p>B. Patent No(s). (1) (2) (3)</p> <p>Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Stanley C. Spooner</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>Nixon & Vanderhye P.C.</u> <u>1100 North Glebe Road</u> <u>8th Floor</u></p> <p>City: <u>Arlington</u> State: <u>VA</u> Zip: <u>22201</u></p>	<p>6. Total number of applications & patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account #14-1140</p> <p>8. The Commissioner is hereby authorized to charge any <u>deficiency</u> in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.</p>
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DO NOT USE THIS SPACE

9. Statements 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.

<p><u>Stanley C. Spooner</u> Name of Person Signing Reg. No. 27,393</p>	 Signature	<p><u>October 22, 2003</u> Date</p>
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Total number of pages including original cover sheet, attachments, and document: [5]

10/24/2003 6T0N11 0000056 06492051

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40.00 OP

Dated: 1st SEPTEMBER 2003

91/W58085/RBB/MR

Patent Assignment

between

The Secretary of State for Defence

as Assignor

and

QinetiQ Limited

as Assignee

relating to

the assignment of the patents and patent applications
described in the schedule to this Agreement

Simmons & Simmons

CityPoint One Ropemaker Street London EC2Y 9SS

T 020 7628 2020 F 020 7628 2070 DX Box No 12

PATENT
REEL: 014619 FRAME: 0645

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SCHEDULE 1

BETWEEN:

- (1) **THE SECRETARY OF STATE FOR DEFENCE**, (the "Assignor"); and
- (2) **QINETIQ LIMITED**, (the "Assignee"), registered in England and Wales under company number 3796233 and having its registered office at 85 Buckingham Gate, London SW1 6TD.

Background:

- (A) The Assignor is the registered proprietor or applicant of the Patents.
- (B) The Assignor has agreed to assign the Patents to the Assignee.

The parties agree that:

1. **Interpretation**

- 1.1 In this Agreement, the following expressions shall have the following meanings:

"Grant Back IP Licence" means the Grant Back IP Licence of 01 July 2001 between the Assignee and the Assignor.

"Patents" means the patents and patent applications whose details appear in Schedule 1.

2. **Assignment**

- 2.1 Subject to all rights and licences granted prior to or at the date of this Assignment including the Grant Back IP Licence, the Assignor assigns to the Assignee all its right, title and interest in the Patents, including, without limitation:

- (A) all rights to bring any proceedings and obtain (and retain) any remedy in respect of any infringement of the Patents which has occurred prior to the date of this Agreement;
- (B) all rights to claim priority from the Patents and file patent applications in respect of the inventions disclosed by the Patents;
- (C) all rights to any continuations, continuations in part, divisions, extensions, amendments, conversions, reissues, re-examinations, renewals or restorations of the Patents;
- (D) the benefit of the applications within the Patents, to the intent that the grant of the letters patent granted pursuant to such applications shall be in the name of and vest in the Assignee

to hold the same to the Assignee, its successors and assigns absolutely.

3. **Consideration**

- 3.1 In consideration for the assignment in clause 2.1, the Assignee pays to the Assignor the sum of £1 (+ VAT, if applicable), receipt of which is acknowledged by the Assignor.

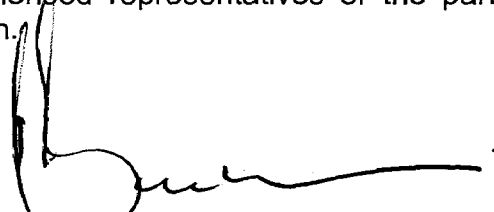
4. **Law and Jurisdiction**

4.1 This Agreement shall be governed by and construed in accordance with English law.

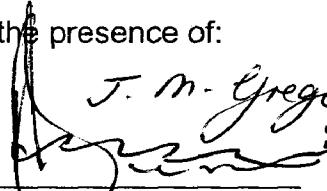
4.2 In respect of any dispute or disagreement arising under or in connection with this Agreement, each of the parties shall submit to the exclusive jurisdiction of the English Courts.

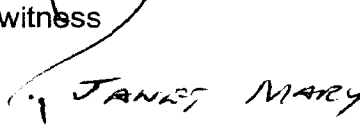
IN WITNESS WHEREOF the duly authorised representatives of the parties have signed this Agreement on the date first before written.

Signed by)
)
)
For and on behalf of)
The Secretary of State)
for Defence)

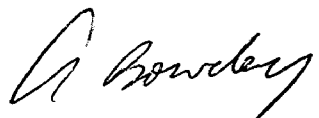

R W Beckham
Director of Intellectual Property Rights

in the presence of:


J. M. Gregory (Mrs)

witness

JANET MARY GREGORY
print name

Signed by)
)
)
For and on behalf of)
QinetiQ Limited)


A O Bowdery
Director/Intellectual Property Department

