

Docket No.: T3055-6

FORM PTO-1595 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
POSA/REV03

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

PATENTS ONLY

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Lars Ivar Samuelson and  
Jonas Bjorn Ohlsson**

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: **BTG International Limited**

Address: **10 Fleet Place  
Limeburner Lane**

City: **London** State/Prov.: \_\_\_\_\_

Country: **England** ZIP: **EC4M 7SB**

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

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other \_\_\_\_\_

Execution Date: **December 11, 2003**

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

Patent Application No.	Filing date	B. Patent No.(s)
See attached Schedule		

Additional numbers  Yes  No

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

Name: **Mitchell W. Shapiro**

Registration No. **31,568**

Address: **1751 Pinnacle Drive, Suite 500**

City: **McLean** State/Prov.: **VA**

Country: **United States** ZIP: **22102**

6. Total number of applications and patents involved: **7**

7. Total fee (37 CFR 3.41):.....\$ **280.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

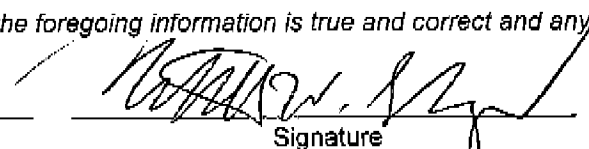
8. Deposit account number: **50-1165**

(Attach duplicate copy of this page if paying by deposit account)

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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.

**Mitchell W. Shapiro**  **March 18, 2005**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

**8**

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

700163498

REEL: 015926 FRAME: 0943

CH \$280.00 501165 10613074

THE SCHEDULE above referred to

<u>BTG Family No.</u>	<u>Country</u>	<u>Patent Application No.</u>	<u>Filing Date</u>	<u>Invention Title</u>
144128	USA	10/613,071	07.07.03	Nanostructures and methods for manufacturing the same
144128	USA	60/498,280	28.08.03	Self-forming nanoscale devices
144128	USA	60/500,703	08.09.03	Embedding and contacting of vertically aligned nano-whiskers
144128	USA	60/503,489	17.09.03	Doping and contacting of InP nano-whiskers
144128	PCT	PCT/GB03/002929	08.07.03	Nanostructures and methods for manufacturing same
500223	USA	60/485,104	08.07.03	Nanostructures
500457	USA	60/512,771	21.10.03	Fabrication of individually seeded nanowire arrays by vapour-liquid-solid growth

ASSIGNMENT

THIS DEED is made the 16 day of December 2003  
BETWEEN

- (1) LARS IVAR SAMUELSON OF Ynglingagatan 5D, 5-217 74 Malmö, Sweden and JONAS BJÖRN OHLSSON of Löjtnantsgatan 12b, 211 50 Malmö, Sweden ("the Owners"), and
- (2) BTG INTERNATIONAL LIMITED whose company registration number in England is 2664412 and whose registered address is 10 Fleet Place, Limeburner Lane, London, EC4M 7SB, England ("BTG").

## WHEREAS:-

The Owners have agreed that the Invention and the IPR (as defined below) shall be assigned to BTG on the terms of the revenue sharing agreement of even date entered into between the Owners and BTG ("the Revenue Sharing Agreement").

## NOW THIS DEED WITNESSETH as follows:-

1. In this Deed the definitions below shall have the following meanings:-

- |     |                     |   |
|-----|---------------------|---|
| 1.1 | "the Applications"  | the applications for patents, details of which are set out in the attached Schedule;  |
| 1.2 | "the Copyright"     | such existing and future copyright throughout the world as is currently or may in the future be vested in the Owners and as may subsist in the Invention, including but not limited to the copyright in any of the Know-how;                                      |
| 1.3 | "the Invention"     | the invention, which is the subject of the Application;   |
| 1.4 | "the IPR"           | the Patents, the Copyright, the Design Rights and the Know-how relating to the Invention;   |
| 1.5 | "the Know-how"      | such existing drawings, models, designs, computer software, technical information and data, and know-how as are currently vested in the Owners or may in the future be vested in the Owners and as may subsist in the Invention;                                  |
| 1.6 | "the Design Rights" | such existing and future registered, unregistered design rights and semiconductor topography rights throughout the world as are currently or may in the future be vested in the Owners and as may subsist in the Invention;                                       |
| 1.7 | "the Patents"       | <p>(i) the Applications, and any patents which may be granted pursuant to the Application; and</p> <p>(ii) any patents and patent applications corresponding to the Applications, and which may be granted to or made by the Owners in other territories; and</p> |

- (iii) any re-issues and extensions of such patents, and any divisions and continuations of such applications.

2. THE Owners hereby assign to BTG absolutely:-

- 2.1 the Invention and the IPR;
- 2.2. any alterations, adaptations and additions to the Invention and any invention which flows directly from the Invention, and which can realistically be exploited in conjunction with the Invention, as far as the Owners become the proprietors of the same and which is disclosed to BTG; and
- 2.3 the right to apply for and obtain patent or other similar protection in any territory or group of territories in respect of any Invention and 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 BTG.

3. THE Owners hereby covenant with BTG as follows:-

- 3.1 that they will (so far as necessary) permit and enable BTG to apply for and will take all reasonable steps to assist BTG in obtaining the grant of patent or other IPR protection or like protection in respect of the Invention in any territory as may be required by BTG;
- 3.2 that they will at the request and cost of BTG execute and do all such documents acts and things as may be necessary for the purpose of this Agreement and for vesting the Invention and the IPR in BTG absolutely.

4. THE Owners (jointly and severally) hereby warrant that the entire right, title and interest of and to the Invention and the IPR are vested in the Owners absolutely together with all rights relating to the transferability thereof and that the Owners are free to disclose the Know-how to BTG and that there are no options, agreements or other arrangements with third parties affecting such right title and interest and that they are not aware of any use by any third party of any of the IPR which might amount to an infringement of the Owners' rights or of any unauthorised use of the Know-how or of any other matter which would prevent or limit or in any other way affect the commercial exploitation of the Invention.

5. THE Owners hereby irrevocably appoint BTG as their respective Attorney in their respective names to execute and do any document act or thing which may be necessary to comply with the provisions of Clause 3 hereof.

6. THE Owners shall consult with BTG (so far as they are free to do so) as to the desirability of applying for patents in respect of the results of any further research carried out by them (or any of them) in respect of any alterations and additions to the Invention and any invention which flows directly from the Invention, and which can realistically be exploited in conjunction with the Invention ("the Information"), as far as the Owners become the proprietors of the same. The Owners shall perform such consultation, by providing written notice to BTG, in reasonable time before making the Information or any part thereof available for publication and in any event no later than three months prior to the Owners sending the Information to any public media. The Owners undertake not to publish or authorise the publication of the Information if BTG shall notify the Owners, within any time during the period of three months from receipt of

aforementioned written notice, that it opposes publication of the Information due to a desire to protect the Information and the IPR relating thereto. The Owners shall be free to publish the Information at any time after the period of three months from the date of the aforementioned written notice, PROVIDED THAT if at any time during that period BTG shall have taken no steps to protect the Information and the IPR relating thereto.

7. THE Owners hereby agree unconditionally and irrevocably to waive all such moral rights as they may have (whether asserted or not) in the Copyright, including moral rights in any future Copyright.
8. SO far as their commitments allow the Owners shall make available to BTG or as BTG may reasonably require any consultancy services which may be necessary to further the commercialisation of the Invention.
9. BTG shall endeavour to secure the commercialisation of the Invention upon the terms of the Revenue Sharing Agreement.

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

THE SCHEDULE above referred to

<u>BTG Family No.</u>	<u>Country</u>	<u>Patent Application No.</u>	<u>Filing Date</u>	<u>Invention Title</u>
144128	USA	10/613,071	07.07.03	Nanostructures and methods for manufacturing the same
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500223	USA	60/485,104	08.07.03	Nanostructures
500457	USA	60/512,771	21.10.03	Fabrication of individually seeded nanowire arrays by vapour-liquid-solid growth

SIGNED and DELIVERED as a )  
deed by the above-named )  
LARS IVAR SAMUELSON in the )  
presence of:- )

*[Handwritten signature]*

WITNESS:

*[Handwritten signature]*

NAME:

L-Å LÖRBO

ADDRESS:

OCCUPATION:

SIGNED and DELIVERED as a )  
deed by the above-named )  
JONAS BJÖRN OHLSSON in the )  
presence of:- )

*[Handwritten signature]*

WITNESS:

*[Handwritten signature]*

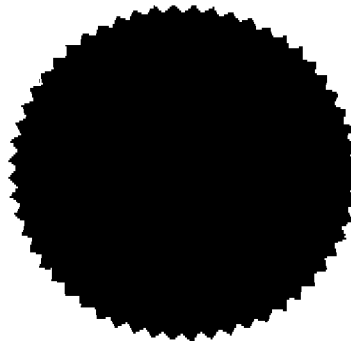
NAME:

L-Å LÖRBO

ADDRESS:

OCCUPATION:

The COMMON SEAL of BTG )  
INTERNATIONAL LIMITED was )  
affixed to this deed in the )  
presence of:- )



*[Handwritten signature]*  
Director/Authorised Signatory

*[Handwritten signature]*  
Secretary/Authorised Signatory

DATED 11 December 2003

LARS IVAR SAMUELSON and  
JONAS BJÖRN OHLSSON

- and -

BTG INTERNATIONAL LIMITED

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ASSIGNMENT

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