

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Aberdeen Orthopaedic Developments Ltd.	07/30/2003
RECEIVING PARTY DATA	
Name:	Grampian University Hospitals NHS Trust
Street Address:	Foresterhill House, Ashgrove Road West
City:	Aberdeen
State/Country:	UNITED KINGDOM
Postal Code:	AB25 2ZB
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6402784
CORRESPONDENCE DATA	
Fax Number:	(410)280-6758
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4102806608
Email:	llaubscher@laubscherlaw.com
Correspondent Name:	Lawrence E. Laubscher, Jr.
Address Line 1:	1160 Spa Road, Suite 2B
Address Line 4:	Annapolis, MARYLAND 21403
NAME OF SUBMITTER:	Lawrence E. Laubscher, Jr.
Total Attachments: 7 source=21538.asg1#page1.tif source=21538.asg1#page2.tif source=21538.asg1#page3.tif source=21538.asg1#page4.tif source=21538.asg1#page5.tif source=21538.asg1#page6.tif source=21538.asg1#page7.tif	

OP \$40.00 6402784

PATENT

Ref: 030113

ASSIGNATION

OF IPR RELATING TO
"PERCUTANEOUS PROSTHETIC DISC NUCLEUS"

between

Aberdeen Orthopaedic Developments Ltd. a company incorporated under the Companies Act (Registration Number SC217186 having its registered office at Mill of Monquich Farmhouse, Netherley, Stonehaven, Kincardineshire AB39 3Q (the "ASSIGNOR"),

AND

Grampian University Hospitals NHS Trust, constituted in terms of the National Health Service (Scotland) Act 1978 (as amended) and having their Headquarters at Foresterhill House, Ashgrove Road West, Aberdeen, AB25 2ZB, UK (the "ASSIGNEE")

WHEREAS

- (A) The ASSIGNOR wishes to assign all such Intellectual Property relating to the Project and the ASSIGNEE is willing to accept such an assignment;
- (B) The parties wish to record the terms of their agreement in writing.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:-

1. Definitions and Interpretation

1.1 In this Assignment, unless the context otherwise requires the following words shall have the following meanings:-

"Commencement Date" means 18th July 2003 notwithstanding the date(s) of signing hereof;

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- "Intellectual Property" means all intellectual property rights of any nature anywhere in the world relating to the Project including without being limited to all trade secrets, database rights, semi conductor topography rights, know how, the Patents, copyrights and rights in the nature of copyright, patentable inventions, designs and design rights (both registered and unregistered), trade marks and applications for any of the foregoing whether recorded in any manner or otherwise and all rights pertaining thereto;
- "Patents" means the patents and patent applications as more particularly detailed in the Schedule hereto;
- "Project" means the project relating to Percutaneous Prosthetic Disc Nucleus; and
- "Schedule" means the Schedule annexed to this agreement which shall be deemed incorporated herein.

1.2 Headings in this Assignment are for convenience only and shall not effect interpretation.

2. Assignment

- 2.1.1 ASSIGNOR hereby assigns absolutely to the ASSIGNEE the whole right, title and interest both legal and beneficial, past, present and future in and to the Intellectual Property (together with all unregistered rights pertaining thereto) and any and all goodwill attached thereto and all rights, powers, privileges and immunities past, present and future conferred on the proprietor thereof together with all rights of action, actual or contingent including the right to claim damages for past, existing or future infringement;
- 2.1.2 agrees and undertakes (free of charge) to co-operate fully with the ASSIGNEE in effecting such assignment to the satisfaction of the ASSIGNEE (insofar as not achieved in this Assignment) and shall do all such things and execute all such documents, forms and authorisations and depone to or swear any declaration or oath as may be reasonably required to give effect to this Assignment or which may otherwise be necessary for vesting absolutely the rights hereby assigned to the ASSIGNEE and to give effect to the provisions of Clause 2.1.1. For the avoidance of doubt all reasonable external costs and bills in relation to the Patents for the period after the date of execution of this Agreement and up to the date or agreed later date mentioned in Clause 5 shall be payable by the ASSIGNEE; and
- 2.1.3 agrees and undertakes (if requested) to deliver to the ASSIGNEE all and any materials in the ASSIGNOR's possession embodying or in any way including or incorporating the Intellectual Property and that such materials are owned by the ASSIGNEE.

3. Further Assurances

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- 3.1 The ASSIGNOR hereby authorises and requests (if and where appropriate) any official of any country whose duty it is to register intellectual property rights or other evidence or forms for industrial and/or intellectual property protection, on application being made by the ASSIGNEE pursuant hereto to issue same to the ASSIGNEE and its successors and ASSIGNEES.
- 3.2 The ASSIGNOR hereby appoints the ASSIGNEE to act as the ASSIGNOR's attorney with power in the ASSIGNOR's name and on the ASSIGNOR's behalf to do all such things and execute all such documents and deeds, as may be required to transfer to the ASSIGNEE the full benefit of the rights granted hereunder by the ASSIGNOR.

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4. Compensation for Assignment

4.1 In consideration for the Assignment ASSIGNEE will pay to ASSIGNOR the sum of one pound Sterling (UK £1).

4.2 In addition, upon successful commercial exploitation of the Intellectual Property, Mr. Douglas Wardlaw the inventor of the Intellectual Property, will receive Rewards to Inventors as stipulated in the Grampian University Hospitals NHS Trust Intellectual Property Policy. Before any Rewards to Inventors are paid and after ASSIGNEE has recovered expenses ASSIGNEE has incurred in obtaining, maintaining and exploiting the Intellectual Property ASSIGNEE will pay to ASSIGNOR expenses that ASSIGNOR has incurred and paid in obtaining and maintaining the Intellectual Property provided that ASSIGNOR will make no payments under this clause in respect of expenses that have already been met by another party. ASSIGNOR shall produce receipts for all expenses.

5. Assignment back to AODL

If ASSIGNEE fails to secure funding to develop the Project by 1st May 2004 or at a later date agreed in writing by both Parties ASSIGNOR shall be offered the Intellectual Property for the same consideration as stated in Clause 4. The sufficiency of the funding shall be determined solely by the ASSIGNEE.

6. Warranties

In relation to the Intellectual Property, the ASSIGNOR warrants that:-

6.1 the ASSIGNOR is entitled to grant this Assignment and that all Intellectual Property was either developed and owned by the ASSIGNOR or that appropriate third party transfers to the ASSIGNOR and/or the ASSIGNEE have been effected;

6.2 that to the best of the ASSIGNOR's knowledge and belief the use of such Intellectual Property does not infringe the intellectual property rights of any third party; and

6.3 the ASSIGNOR is not affected by any restriction or other obligation which would in any way affect their ability to make the above statements and assign the above rights to the ASSIGNOR.

7. Applicable Law

This Assignment shall be governed according to the laws of Scotland and the parties hereby submit to the exclusive jurisdiction to the Scottish Courts.

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

Signed for and on behalf of Aberdeen Orthopaedic Developments Limited

by

Jayles Hurd

at *WOODBRND HOSPITAL*

on *28th July 2003*

before this witness:-

Witness(sign) *Shoney Muir*

Full Name (print) *SHONA MORE*

ORTHOPAEDIC SUITE

Address *WOODEND HOSPITAL*

Occupation *MEDICAL SECRETARY*

Signed for and on behalf of Grampian University Hospitals NHS Trust

by [*Alan Gann, Finance Director*] an authorised signatory thereof

at *Aberdeen*

Alan Gann

on *30 July 2003*

before this witness:-

Witness *K. Roth*

Name *KATHY ROOTH*

Ref: 030113

Address ... SUMMERFIELD HOUSE
..... 2 EDNA ROAD, ABERDEEN
Occupation ... PERSONAL ASSISTANT

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SCHEDULE

This is the Schedule referred to in the foregoing Assignment by Aberdeen Orthopaedic Developments Limited and Grampian University Hospitals NHS Trust

Patent/patent application	Filing date
UK patent number 2341326	10 July 1998
UK patent application number 0127697.1	19 November 2001
UK patent number 2358589	10 July 1998
European patent number 0994685	10 July 1998
US patent number 6,402,784	10 July 1998
International patent application number PCT/GB02/05210	19 November 2002