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7005 577 13 15 9: 25	rney Docket No.: 6778P001
102	943336 —————
To The Director of the United States Patent and Trademark Unice. Please record the attached original documents or copy thereof.	
Name of conveying party(ies):	2. Name and address of receiving party(ies):
Christofer Toumazaou	Name: <u>DNA Electronics Limited</u>
Additional name(s) of conveying party(ies) attached? ■ No □Yes	Internal Address:
3. Nature of Conveyance	Street Address: 10 John Street
■ Assignment	
Security Agreement Change of Name	City: London State/Provence: Zip: WC1N 2EB
☐ Other:	Country: Great Britain
Execution Date(s): <u>03.01.2004</u>	Additional name(s) & address(es) attached? ☐ Yes ■ No
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): 10/471,197	B. Patent No.(s)
Additional numbers attached?  Yes No	
<ol> <li>Name and address of party to whom correspondence concerning document should be mailed:</li> </ol>	Total number of applications and patents involved:
Lester J. Vincent, Reg. No. 31,460	
Name: Blakely, Sokoloff, Taylor & Zafman LLP	7. Total Fee (37 CFR 3.41)\$ 40.00
Internal Address:	■ Enclosed  ☐ Authorized to be charged to deposit account
Street Address: 12400 Wilshire Boulevard, 7th Floor	Authorized to be charged to deposit account
Los Angeles, California 90025	8. Deposit Account Number:
	02-2666
	(Attach duplicate copy of this page if paying by deposit account)
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.	
Lester J. Vincent, Reg. No. 31,460 Name of Person Signing Total number of pages including cover sheet, attachments, and documents: . 7	

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of the United States Patent and Trademark Office P.O. Box 1450 Alexandria, Virginia 22313-1450

Based on Form PTO-1595 as modified by BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP on 05/09/03

02/16/2005 DBYRHE 00000064 10471197 40.00 DP 01 FC:8021

THIS DEED OF ASSIGNMENT dated 13th MANN 2004 is made

#### BETWEEN:

- (1) CHRISTOFER TOUMAZOU of 16 Thames Crescent, London W4 2RU ("CT")
- (2) **DNA ELECTRONICS LIMITED** a company incorporated in England and Wales under company number 4821572 having its registered office at 10 John Street, London WC1N 2EB ("DNAE")

### **WHEREAS**

- (1) CT has made certain inventions and developed certain technology, materials and know-how (defined below as the 'Technology'), including inventions in respect of which patent applications have been registered (defined below as the 'Patents').
- (2) CT is now willing to assign, and DNAE is willing to acquire, all his, title and interests in the Intellectual Property subject to the provisions of this Assignment.

#### THIS DEED WITNESSES as follows:

## 1 Definitions

In this Assignment, the following words shall have the following meanings:

'Intellectual Property'

the Patents and the Technology

'Patents'

all of the patents, whether registered or applied for, which are owned whether singly or jointly by CT, relating to or connected with the Bio-FET technology being developed

by him including but not limited to: The British Priority application under application number:

0105831.2

The International (PCT) application under application number: PCT/GB02/00965,

The European (First Filing) application EFFa, under application number 02703740.7

The UK application under application number: 0320090.4

The US application under an application number to be received,

The Japanese application under application number: 2003-571724

'Technology'

any and all inventions, technology, materials and knowhow relating to the Patents which have been developed by CT, and all his rights in such inventions, technology, materials and know-how

## 2 Assignment

- 2.1 CT with full title guarantee assigns and transfers to DNAE absolutely all his rights, title and interests in the Intellectual Property
- 2.2 The assignment effected by this clause 2 shall include, without limitation, the assignment and transfer of:
  - (a) all patents and other intellectual property that may derive priority from or have equivalent claims to or be based upon the Intellectual Property in

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any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Intellectual Property shall be deemed to include all such items of property; and

- (b) all rights of action, powers and benefits arising from ownership of the Intellectual Property, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment; and
- (c) all rights of ownership of any materials that form part of the Intellectual Property.
- 2.3 CT shall execute such documents and give such assistance as DNAE may reasonably require:
  - (a) to secure the vesting in DNAE of all rights in the Intellectual Property;
  - (b) to uphold DNAE's rights in the Intellectual Property; and
  - (c) to defeat any challenge to the validity of, and resolve any questions concerning, the Intellectual Property.

# 3 Appointment

3.1 CT hereby irrevocably appoints DNAE as his attorney in his name to execute any document and do any act or thing which may be necessary to comply with the provisions of clause 2 above.

## 4 Consideration

4.1 The consideration for the assignment of rights provided for in this Assignment is the sum of one pound sterling (£1.00), the receipt of which CT hereby acknowledges.

## 5 Warranties, representations and undertakings

CT hereby warrants, represents and undertakes in respect of the assignment of rights provided for in this Assignment that:

(a) immediately prior to the assignment provided for in clause 2.1 above, he was the sole owner of all rights, title and interests in the Technology and the Patents

assigned by him;

(b) he has not been and is not currently a party to any agreement or understanding,

whether oral or written, which would in any manner be inconsistent with the

assignment of rights provided for in this Assignment; and

(c) during the term of this Assignment he shall not enter into any agreement or

understanding, oral or written, nor engage in any activity, which would in any

manner be inconsistent with the provisions of this Assignment.

6 Certificate of value

It is hereby certified that this transaction does not form part of a larger transaction or

series of transactions in respect of which the amount or value or the aggregate amount

or value of the consideration exceeds £60,000.

7 Duration of obligations

The obligations on CT under clauses 2.3, 3, 4, 5 and 6 shall continue in force without

limit of time.

8 Law and jurisdiction

The validity, construction and performance of this Assignment shall be governed by

English law, and the parties submit to the exclusive jurisdiction of the English courts in

respect of any dispute arising in connection therewith.

IN WITNESS WHEREOF the parties hereto have executed this agreement as a Deed

the day and year first before written

**EXECUTED** as a **DEED** by

CHRISTOFER TOUMAZOU

in the presence of:

ANGELA BISHOP

PA

514, SAMUEL LEWIS EST., IXWORTH

PLACE, CHELSEA, LONDON, SW3 3QD

PATENT

REEL: 016255 FRAME: 0591

EXECUTED as a DEED by

DNA ELECTRONICS LIMITED

acting by two directors or a director
and the secretary

)

CT

I certify that this is a true copy of an assignment from Sunil Purushothaman to DNA

Electronics Limited dated 1 March 2004.

Signed by

**RECORDED: 02/14/2005** 

Robert Lind

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