

<div>2-2206</div> <div>02-27-2006</div> <div>103185140</div>		<div>MEET</div> <div>ached documents or the new address(es) below.</div>	
<div>To the Director of the U.S. Patent</div> <div>1. Name of conveying party(ies) BRITISH TECHNOLOGY GROUP LTD</div>		<div>2. Name and address of receiving party(ies) Name: The Council for the Central Laboratory of the Research Councils Internal Address: _____ Street Address: Rutherford Appleton Laboratory City: Chilton, Didcot, Oxfordshire State: _____ Country: England Zip: OX11 0QX Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>	
<div>Execution Date(s) March 3, 2005</div> <div>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div> <div>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____</div>			
<div>4. Application or patent number(s): <input checked="" type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s) 5701040 5317878 Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</div>			
<div>5. Name and address to whom correspondence concerning document should be mailed: Name: PILLSBURY WINTHROP SHAW PITTMAN LLP Internal Address: P.O. Box 10500 Street Address: 1650 Tysons Boulevard City: McLean State: VA Zip: 22102 Phone Number: (703) 770-7900 Fax Number: (703) 770-7901 Email Address: christine.mccarthy@pillsburylaw.com</div>		<div>6. Total number of applications and patents involved: 2</div> <div>7. Total fee (37 CFR 1.21 (h) & 3.41) \$ 80.00 <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)</div>	
<div>9. Signature: Signature Christine H. McCarthy, Reg. No. 41844 Name of Person Signing</div>		<div>8. Payment Information 051042-0213657 a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number 033975 02/24/2006 LMUELLER 00000116 033975 5701040 Authorized User Name 01 FC:0021 00.00 DA</div>	
		<div>February 22, 2006 Date Total number of pages including cover sheet, attachments, and documents: 7</div>	

THIS ASSIGNMENT is made as a deed on 3rd March 2005

BETWEEN

(1) BTG INTERNATIONAL LIMITED whose company registration number in England and Wales is 2664412 and whose registered address is at 10 Fleet Place, Limeburner Lane, London, EC4M 7SB, England ("BTG"), and

(2) The Council for the Central Laboratory of the Research Councils (established by Royal Charter under the Science and Technology Act 1965 via Statutory Instruments 1995 No.630 and 1996 No. 261 as successors in title to The Science and Engineering Research Council of Polaris House, North Star Avenue, Swindon, Wilts SN2 1ET) whose principal place of business is Rutherford Appleton Laboratory, Chilton, Didcot, Oxfordshire OX11 0QX ("CCLRC"); and

(3) Central Laboratory Innovation and Knowledge Transfer Ltd trading as CLIK Knowledge Transfer whose company registration number in England and Wales is 4361684 and whose registered office is at Rutherford Appleton Laboratory, Chilton, Didcot, Oxfordshire OX11 0QX, UK ("CLIK").

WHEREAS:-

A. BTG (formerly the National Research Development Corporation) is the proprietor and/or beneficial owner of the patents and applications together with related know-how and other rights, details of which are set out in the Schedule 1 to this Agreement, (all such patents, applications, know-how, and other rights are herein together called the "IPR").

B. BTG has entered into three licence agreements in respect of the IPR with British Aerospace PLC of 11 Strand, London WC2N 5JT dated respectively 5th December 1989, 28th December 1990 and 28th March 1991, British Aerospace PLC subsequently assigned its rights and obligations under those licences to British Aerospace Space and Communications Limited of Gunnels Wood Road, Stevenage, Hertfordshire SG1 2AS, ("BAe") copies of the licences are attached at Schedule 2 to this Agreement.

C. BTG has also entered into a licence agreement in respect of certain of the IPR with Ball Corporation ("Ball") acting through its Electro-Optics/Cryogenics Division of Boulder Industrial Park, Arapahoe and Commerce, Boulder, Colorado 80301, USA dated 4th December 1991 as amended by a Deed of Adherence dated 6th August 1995 and an Amendment Agreement dated 30th January 2002 copies of such documentation are attached at Schedule 3 to this Agreement.

D. BTG entered into a Technology Transfer Agreement with CCLRC dated 12th January 1987 (which was terminated by CCLRC on 31st December 2003) and Revenue Sharing Agreements with CCLRC on 23rd March 1990 and with CCLRC and the The Chancellors Masters and Scholars of the University of Oxford whose Administrative Offices are at Wellington Square, Oxford OX1 2JD (the "University") on the 31st August 1989 (the "Revenue Sharing Agreements"); BTG has agreed that the IPR shall be assigned to CCLRC on the terms of this Agreement.

E. CLIK is a wholly owned subsidiary of CCLRC and is responsible for managing and exploiting CCLRC's intellectual property portfolio. Consequently CCLRC requires and CLIK agrees that CLIK shall be responsible for all sums payable to BTG under this Agreement.

NOW IT IS HEREBY AGREED between the parties as follows:-

1. BTG hereby assigns to CCLRC all its right, title, and interest in the IPR, and the licence agreements with BAe and Ball.

2. (1) BTG shall, at the request and cost of CCLRC, execute and do all such documents, acts and things as may be necessary on the part of BTG to give effect to the terms of this Agreement.

(2) BTG hereby confirms that, as at the date of this Agreement, it is not aware of any unauthorised use of any of the IPR.

3. CLIK as CCLRC's wholly owned subsidiary responsible for managing and exploiting CCLRC's intellectual property portfolio shall be responsible for any commercialisation of the IPR and as such hereby agrees with BTG that:-

(1) CLIK will, within 90 days after the date of receipt thereof, pay to BTG 50% of all payments (if any) received in respect of the licensing, sale or other commercialisation of the IPR, after deducting their external patent costs until the aggregate of all such payments to BTG amounts to the sum of £40,000.00 which represents approximately 50% of the patent costs incurred by BTG up to January 2004 (details of which are set out in Schedule 4 to this Agreement).

(2) CLIK will, after paying to BTG the sum in accordance with Clause 3 (1), thereafter pay to BTG 33.3% of all payments (if any) received in respect of the licensing, sale or other commercialisation of the IPR.

(3) CLIK will keep proper accounts of its receipts which are the subject of sub-clauses (1) and (2) of this clause, and that it will on request produce the same for inspection by the duly authorised representative of BTG together with any invoices or vouchers relating thereto for the purpose of verification.

4. CCLRC hereby agrees with BTG that it will not, without the prior written consent of BTG, assign or otherwise part with possession of its rights in the IPR (except by way of licence thereunder) until the said sum of £40,000.00 has been paid to BTG by CLIK or until all the patents, forming part of the IPR, have expired.

5. The IPR and the sums paid pursuant to clause 3 above shall, with effect from the date of this Agreement, as between BTG and CCLRC be deemed to be excluded from the terms of the Revenue Sharing Agreements.

6. The Revenue Sharing Agreement dated 23rd March 1990 shall terminate with effect from the date of this Agreement.

7. This Agreement shall be read and construed in accordance with, and governed by, English law, and the parties submit to the jurisdiction of the English Courts.

IN WITNESS whereof this document has been executed and delivered as a deed on the date first written above.

Schedule 1

The IPR

BTG Ref No. 133212

<u>Country</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Filing Date</u>	<u>Grant Date</u>	<u>Title</u>
UK	9104200.2	2241565	28.02.91	21.09.94	Joule-Thomson Bypass For C. Cooler
Japan	91/504988	2955361	28.02.91	16.07.99	
USA	07/923901	5317878	28.02.91	07.06.94	

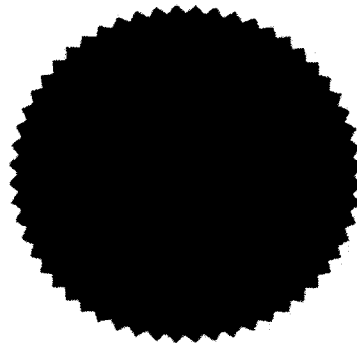
BTG Ref No. 136001

<u>Country</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Filing Date</u>	<u>Grant Date</u>	<u>Title</u>
Germany	69313458.5	0667990	01.11.93	27.08.97	Cryogenic Coolers - Linear Motor
France	93924144.4	0667990	01.11.93	27.08.97	
UK	93924144.4	0667990	01.11.93	27.08.97	
USA	08/416895	5701040	01.11.93	23.12.97	

Full details of Know-how are set out overleaf.

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

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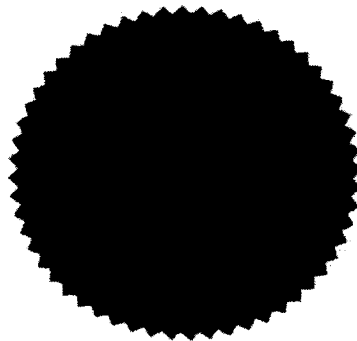


Director/Authorised Signatory

~~Secretary~~/Authorised Signatory

The COMMON SEAL of
THE COUNCIL FOR THE CENTRAL
LABORATORY OF THE RESEARCH
COUNCILS was affixed to this deed
in the presence of:-

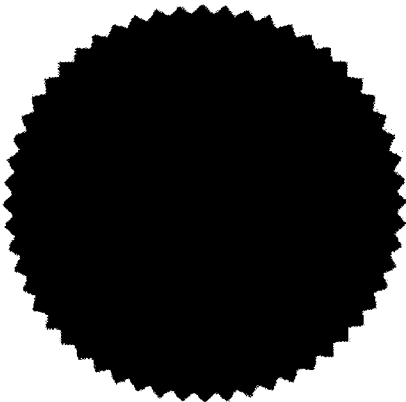
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Authorised Signatory

Authorised Signatory

The COMMON SEAL of)
CENTRAL LABORATORY INNOVATION))
AND KNOWLEDGE TRANSFER)
LIMITED was affixed to this deed)
in the presence of:-)



Authorised Signatory

Authorised Signatory

DATED 8th March 2005

BTG INTERNATIONAL LIMITED

- and -

THE COUNCIL FOR THE CENTRAL
LABORATORY OF THE RESEARCH COUNCILS

- and -

CENTRAL LABORATORY INNOVATION AND
KNOWLEDGE TRANSFER LIMITED

ASSIGNMENT

- 58LEG1082/00
off site

As/133200/F.4040/133212/F.4091/133212/F.4041/136001/E.4475

PATENT

RECORDED: 02/22/2006

REEL: 017596 FRAME: 0026