

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The University of Nottingham	05/19/2005
RECEIVING PARTY DATA	
Name:	Monica Healthcare Limited
Street Address:	Biocity, Pennyfoot Street
City:	Nottingham
State/Country:	UNITED KINGDOM
Postal Code:	NG1 1GF
PROPERTY NUMBERS Total: 1	
Property Type	Number
PCT Number:	GB0404315
CORRESPONDENCE DATA	
Fax Number:	(630)990-4511
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	630 990 4503
Email:	jperkins@daspinaument.com
Correspondent Name:	Jefferson Perkins
Address Line 1:	210 West 22nd Street
Address Line 2:	Suite 102
Address Line 4:	Oak Brook, ILLINOIS 60523
ATTORNEY DOCKET NUMBER:	305832-01003
NAME OF SUBMITTER:	Jefferson Perkins, Reg. No. 31,407

Total Attachments: 6  
 source=30583201003assgtUNottoMonica#page1.tif  
 source=30583201003assgtUNottoMonica#page2.tif  
 source=30583201003assgtUNottoMonica#page3.tif

CH \$40.00 GB0404315

source=30583201003assgtUNottoMonica#page4.tif

source=30583201003assgtUNottoMonica#page5.tif

source=30583201003assgtUNottoMonica#page6.tif



DATE: 24 May 2005

*QK*  
~~3 May 2005~~

**PARTIES:**

1. **THE UNIVERSITY OF NOTTINGHAM** of University Park, Nottingham NG7 2RD ("**University**") and
2. **MONICA HEALTHCARE LIMITED** (Company Number 05439443) whose registered office is at University Park, Nottingham, NG7 2RD ("**MHL**").

**BACKGROUND:**

- (A) The University is the proprietor of the Patent applications described in Schedule 1.
- (B) MHL wishes to be assigned any rights and beneficial interests to the Patents, the Inventions and related Intellectual Property Rights and Know How and the University has agreed to do so for the consideration and on the terms set out in this Agreement.

**OPERATIVE TERMS:**

- 1 In this Agreement, the following words have the following meanings:

"**Intellectual Property Rights**" means any invention, improvement, patent, design, process, information, copyright work (including without limitation rights in and to technical processes, systems, methods, software design, algorithms, code, scripts or other computer software), rights in databases, topography right, domain name, trade mark, trade name or get-up (whether capable of being patented or registered or not) or application to register any such right and any other intellectual property right of any nature whatsoever in any part of the world related to the Inventions;

"**Inventions**" means the subject matter of the Patents;

"**Know-how**" means all technical information, data, knowledge, inventions, techniques, processes, systems, formulae, results of experimentation, designs, statistics, records and all other confidential information and data related to the Inventions;

"**Patents**" means the patent applications and patents listed in Schedule 1 and all patent applications in the Territory, which are equivalent to and/or claim priority from those patent applications and granted patents issuing from those patent applications together with all re-issues and extensions of such granted patents and the Know-How and Intellectual Property Rights relating to those patent applications; and

"**Territory**" means the world.

2 In consideration of the sum of

the University assigns to MHL with full title guarantee (subject to clauses 3 and 4 below) all rights and any beneficial interest to the Patents, the Inventions, the Intellectual Property Rights and the Know How including the rights to:

- 2.1 apply for, prosecute and obtain patent or similar protection throughout the world in respect of the Inventions and including the right to claim priority from any of the Patents; and
- 2.2 take all actions and proceedings as may be necessary and recover damages or otherwise in respect of any infringement of the rights assigned by this Agreement in respect of any infringements which occurred before the date of this Agreement.

3

4 The University shall, at the expense and request of MHL, use all reasonable endeavours to do or procure to be done all further acts and things and execute or procure the execution of all other documents as MHL may from time to time require for the purposes of giving the MHL the full benefit of the assets, rights and benefits transferred to MHL under this Agreement.

5 The University warrants that:

- 5.1 it is the sole owner of the Patents, the Inventions, the Intellectual Property Rights and the Know How free of all charges, liens, encumbrances or equities;
- 5.2 it has the full power and authority to enter into this Agreement and has not granted any licences to use the Patents, the Inventions, the Intellectual Property Rights or the Know-how.

6

7

8

9

10

11

12

13

14

15

15.1

15.2

16

17

18

19

20

21 This Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English Courts.

## **SCHEDULE 1**

### **Patent applications:**

#### **1. PCT/GB00/03843 APPARATUS AND METHOD FOR DETECTING A FOETAL HEART RATE**

Filed 6 Oct 2000

Publication : WO0126545

US patent application Serial No 10,089,997

European patent application No 00966289.1

All Patent application derived from the UK patent application GB 9923955.0 application through the PCT procedure to the national patent applications and granted patents

#### **2. PCT/GB2004/004315 Foetal Heart Monitor (Foetal Surveillance)**

Filed October 2004

All Patent application derived from the UK patent application GB 0324018.1 through the PCT procedure to the national patent applications and granted patents.

Signed for and on behalf of )

**THE UNIVERSITY OF NOTTINGHAM** )

*Richard Masterman*

Print name

*DR. R. MASTERMAN*

Date

*19 MAY 05*

Signed for and on behalf of )

**MONICA HEALTHCARE LIMITED** )

*W. C. H.*

Print name

*CARL BARRATT*

Date

*19 MAY 05*