

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kamelian Limited	08/02/2006
RECEIVING PARTY DATA	
Name:	Amphotonix Limited
Street Address:	Semple Fraser LLP, 130 St Vincent Street
City:	Glasgow, Lanarkshire
State/Country:	UNITED KINGDOM
Postal Code:	G2 5HF
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7081990
CORRESPONDENCE DATA	
Fax Number:	(775)586-9550
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	sierrapatent@sierralaw.com
Correspondent Name:	Sierra Patent Group, Ltd.
Address Line 1:	1657 Hwy. 395, Suite 202
Address Line 4:	Minden, NEVADA 89423
ATTORNEY DOCKET NUMBER:	KEMP-005
NAME OF SUBMITTER:	William P. Wilbar
Total Attachments: 23 source=kempassignment#page1.tif source=kempassignment#page2.tif source=kempassignment#page3.tif source=kempassignment#page4.tif source=kempassignment#page5.tif source=kempassignment#page6.tif	

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PATENT

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DEED OF ASSIGNMENT

DATE: 2 August 2006

PARTIES:

- (1) "The Assignor" **KAMELIAN LIMITED** (in Administrative Receivership) of 5th Floor Exchange House, 446 Midsummer House, Central Milton Keynes, MK9 2EA, United Kingdom (formerly of Oxford Industrial Park, Mead Road, Yarnton, Oxford, OX5 1QY, United Kingdom) acting by its joint administrative receivers and agents, Graham Paul Bushby and Mandy Jane Smart (the "Joint Administrative Receivers").
- (2) "THE JOINT ADMINISTRATIVE RECEIVERS" of Baker Tilly, Exchange House, 5th Floor, 446 Midsummer House Boulevard, Central Milton Keynes, MK9 2EA, United Kingdom.
- (3) "The Assignee" **AMPHOTONIX LIMITED** of 126 Drymen Road, Glasgow, G61 3RB, United Kingdom.

RECITALS:

- (A) The Assignor is the registered proprietor and owner of the patents listed in Schedule 1 hereto (hereinafter called 'the Patents') and is the owner of the patent applications listed in Schedule 2 hereto (hereinafter called 'the Applications') all of

which stand or are proceeding in the name of the Assignor.

- (B) By a Sale Deed dated 26th October 2004 the Assignor agreed to sell the Patents and the Applications to Compound Semiconductor Technologies Global Limited.
- (C) By a Transfer Deed dated 8th April 2005 Compound Semiconductor Technologies Global Limited assigned the Patents and the Applications to European Digital Partners G.P. Limited.
- (D) By an Assignment dated 3rd May 2005 European Digital Partners G.P. Limited assigned the Patents and the Applications to the Assignee.
- (E) On 17 June 2004 the Joint Administrative Receivers were appointed Receivers of the Assignor.
- (F) To give effect to the intention that the Patents and the Applications should be vested in the name of the Assignee and so far as these rights have not already been assigned by earlier Deeds the Assignor has agreed to execute this Deed upon the terms and conditions set out below.

OPERATIVE PROVISIONS:

- 1 In consideration of the sum of £1 (one pound) and other good and valuable consideration (the receipt of which is hereby acknowledged) the Assignor hereby ASSIGNS to the Assignee:

- 1.1 all its right title and interest in and to:
 - 1.1.1 the Patents; and
 - 1.1.2 the Applications to the intent that the grant of any patent thereon shall be in the name of and vest in the Assignee;
together with the Assignor's rights and powers arising or accrued therefrom (if any) to the extent the Assignor has any such rights or powers including the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of any of the Patents or accompanying any application therefor or accompanying any of the Applications prior to the date hereof; and
- 1.2 the right to apply for prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the Patents and the Applications including the benefit of any priority date and the right to make applications whether under any national law or under the International Convention for the Protection of Industrial Property the European Patent Convention the Patent Co-operation Treaty or under any other applicable convention or treaty to the intent that the grant of any patent or similar protection shall be in the name of and vest in the Assignee.

2 Position of Assignee

- 2.1 For the purposes of this clause "Third Party Rights" means any rights or claims by any third party to ownership of or interest in all or any part of the Patents and the Applications.
- 2.2 The Patents and the Applications are sold and purchased subject to any

Third Party Rights subsisting at the date of this Deed and the Assignee shall not by reason of any such Third Party Rights have the right to rescind this Deed or to retain or claim the return of all or any part of the consideration paid for the Patents and the Applications or any damages against the Assignor or the Joint Administrative Receivers. The Assignee acknowledges that the risk of the subsistence of any Third Party Rights or that any other claim by a third party may be made and be successful is for the Assignee alone.

2.3 The Assignee acknowledges that it has entered into this Deed having satisfied itself of all matters relating to it and without reliance on any warranty or representation made by the Assignor or the Joint Administrative Receivers or by any person acting or purporting to act on behalf of the Assignor or the Joint Administrative Receivers.

2.4 All representations, warranties and conditions express or implied statutory or otherwise in respect of the Patents and the Applications are expressly excluded (including, without limitation, warranties and conditions as to title, merchantable quality, fitness for purpose and description) other than those expressly specified in this Deed. It is agreed by the Assignee that the terms and conditions of this Deed and the exclusions and limitations contained in this Deed are fair and reasonable in the context of a sale by a company in administrative receivership.

2.5 Notwithstanding that this Deed shall have been signed by the Joint Administrative Receivers on behalf of the Assignor it is hereby expressly agreed and declared that no personal liability under or in connection with

this Deed shall fall on the Joint Administrative Receivers or their firm or partners howsoever, and the Assignee shall indemnify the Joint Administrative Receivers against any such liability. The Joint Administrative Receivers are party to this Deed in their personal capacity only for the purpose of receiving the benefit of this clause and the exclusions, limitations, undertakings, covenants, and indemnities in their favour in this Deed. The Assignee acknowledges and agrees that in negotiating and completing this Deed the Joint Administrative Receivers are acting as Agent of the Assignor.

3 Whole Agreement

This Deed sets out the entire agreement and understanding between the parties and supersedes all prior agreements understandings or arrangements (oral or written) in respect of the subject matter of this Deed.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first above mentioned.

SCHEDULE 1

Patents

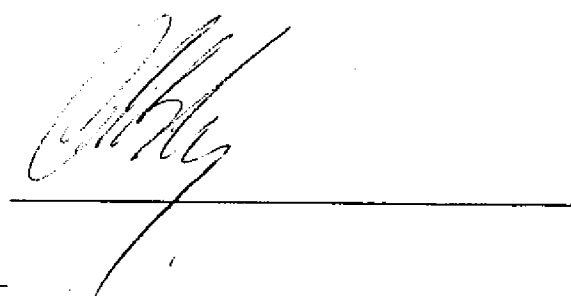
<u>Country/ Region</u>	<u>Patent Number</u>	<u>Date of Filing</u>	<u>Date of Grant</u>
US	6728450	29 March 2002	27 April 2004
US	6973241	19 June 2003	6 December 2005

SCHEDULE 2

Patent Applications

<u>Country/ Region</u>	<u>Patent Appn Number</u>	<u>Publication Number</u>	<u>Date of Filing</u>
US	10/489,039		5 September 2002
US	10/633,327		1 August 2003
US	10/601,073		20 June 2003

SIGNED AND DELIVERED by)
KAMELIAN LIMITED (in Administrative)
Receivership) acting by one of the Joint)
Administrative Receivers as its agent without)
personal liability in the presence of:-)



Witness's signature



Name

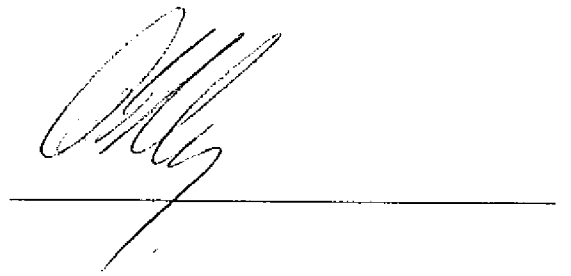
Address

ANDREA J. G. WYLD
FRANKLINS SOLICITORS LLP
SILBURY COURT
SILBURY BOULEVARD
CENTRAL MILTON KEYNES
BUCKS MK9 2LY

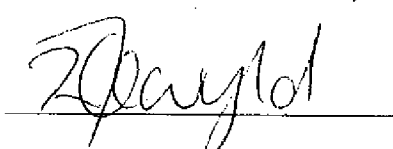
Occupation

SOLICITOR

SIGNED AND DELIVERED by)
GRAHAM PAUL BUSHBY for and on behalf)
of both THE JOINT ADMINSTRATIVE)
RECEIVERS in the presence of:-)



Witness's signature



Name


Address

ANDREA J. G. WYLD
FRANKLINS SOLICITORS LLP
SILBURY COURT
SILBURY BOULEVARD
CENTRAL MILTON KEYNES
BUCKS MK9 2LY

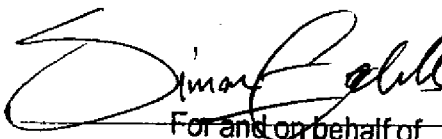
Occupation

SOLICITOR

SIGNED AND DELIVERED by)
AMPHOTONIX LIMITED acting by a)
Director and its Company Secretary:)



Director



For and on behalf of
Company Secretary Limited

The Insolvency Act 1986

Administrative Receiver's Report

Pursuant to section 48(1) of the
Insolvency Act 1986 and Rule 3.8(3)
of the Insolvency Rules 1986

S48(1)

To the Registrar of Companies

For official use

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Company Number

03991226

Name of Company

Kamelian Limited

We
of
Graham Paul Bushby
Baker Tilly
5th Floor, Exchange House
446 Midsummer Boulevard
Central Milton Keynes
MK9 2EA

Mandy Jane Smart
Baker Tilly
Marlborough House
Victoria Road South
Chelmsford
Essex CM1 1LN

administrative receivers of the company attach a copy of our report to creditors and a copy of the statement of affairs of the company.

Signed



Date

GPB/NJE/SLC

Baker Tilly
5th Floor, Exchange House
446 Midsummer Boulevard
Central Milton Keynes
MK9 2EA

For Official Use

Insolvency Sect

Post Room

BTF3.10



REEL: 018367 FRAME: 0154

Our ref: SLC/NJE/GPB/SKAMELI/creditors
Your ref: As per address label



BAKER TILLY

TO ALL KNOWN CREDITORS

5th Floor, Exchange House
446 Midsummer Boulevard
Central Milton Keynes MK9 2EA
Tel : +44 (0)1908 687800
Fax : +44 (0)1908 687801
DX : 54472
www.bakertilly.co.uk

20 August 2004

Dear Sirs

KAMELIAN LIMITED IN RECEIVERSHIP

Further to my appointment as Joint Administrative Receiver on 17 June 2004, I now enclose a copy of my report to creditors, pursuant to Section 48 of the Insolvency Act 1986.

I also enclose a formal notice of the meeting of creditors which will be held on 7 September 2004 at 10.30am at The Oxfordshire Inn, Heathfield Village, Bletchington, Oxford, OX5 3DX.

The purpose of the meeting is to present the attached report to creditors and, if creditors think fit, to form a Creditors Committee, the purpose of which is to assist the Administrative Receiver in discharging his functions.

Please note, the meeting is not for the purpose of appointing a liquidator but to advise you as to the prospects of any surplus being available to meet unsecured non-preferential claims.

I also enclose a Form of Proxy, which should be completed and returned to me no later than midday on 6 September 2003.

Yours faithfully
For and on behalf of
Kamelian Limited

G P Bushby
Joint Administrative Receiver

The Joint Administrative Receivers act solely as agents to the company without personal liability

Graham Paul Bushby is licensed to act as an
Insolvency Practitioner by the Institute of Chartered
Accountants in England & Wales under
Registration No. 8736

KAMELIAN LIMITED
IN ADMINISTRATIVE RECEIVERSHIP

JOINT ADMINISTRATIVE RECEIVERS' REPORT TO CREDITORS
PURSUANT TO SECTION 48 OF THE INSOLVENCY ACT 1986

MEETING TO BE HELD 7 SEPTEMBER 2004

KAMELIAN LIMITED
IN ADMINISTRATIVE RECEIVERSHIP
JOINT ADMINISTRATIVE RECEIVERS' REPORT TO CREDITORS
PURSUANT TO SECTION 48 OF THE INSOLVENCY ACT 1986
MEETING TO BE HELD ON 7 SEPTEMBER 2004

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9. Administrative Receivers' Receipts and Payments Account

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1. Receipts and Payments Account

KAMELIAN LIMITED

IN ADMINISTRATIVE RECEIVERSHIP
JOINT ADMINISTRATIVE RECEIVERS' REPORT TO CREDITORS
PURSUANT TO SECTION 48 OF THE INSOLVENCY ACT 1986
MEETING TO BE HELD ON 7 SEPTEMBER 2004

1. EVENTS LEADING UP TO APPOINTMENT OF RECEIVERS

- 1.1 Kamelian was founded in June 2000. Investors in the company included 3i, Goldman Sachs, Lightspeed and Hoya.
- 1.2 The primary goal of the Company was to develop leading edge discrete semiconductor optical amplifiers (SOAs) and broadband light sources (SLDs), and integrated hybrid sub-systems that combined the active functionality of Indium Phosphide SOAs with passive optical waveguides.
- 1.3 Having spent in excess of £10m in devoping the production and test facility in Oxford, Kamelian began selling its SOAs during 2003 and had monthly product revenues of over \$100k.
- 1.4 Unfortunately with the downturn in the Semiconductor and associated sectors the Company was unable to generate sufficient revenue to cover it ongoing running costs. Whilst sales levels were improving, by the middle of 2004 the directors were becoming increasingly concerned that the position of its creditors would be prejudiced if losses continued at the same rate.
- 1.5 Over the last year attempts were made both to cut costs, and to seek a buyer for the business as a going concern.
- 1.6 On 17 June 2004 the directors having carefully considered the financial position of the company, took the view that the company was no longer solvent. It therefore resolved to invite the Funders to appoint Administrative Receivers in accordance with the powers contained in the debenture dated 3 April 2003.
- 1.7 The company was unable to meet the formal demand made by the Funders in the sum of £2,516,977 and on 17 June 2004, the Funders appointed G P Bushby and M J Smart as Joint Administrative Receivers.

The details of the Funders and the split of monies due to each company, including interest, are as follows:-

European Venture Partners Limited	£1,639,055
ETV Capital SA	£ 877,9223

2. STATEMENT OF AFFAIRS

- 2.1 A statement of affairs has been drafted but a sworn copy has not yet been received, from the directors. However, I set out below an estimated summary of the company's position:-

	Book Value	
	£	£
ASSETS SPECIFICALLY PLEDGED		
Leasehold Land and Property	2,174,000	Nil
Plant & Machinery - Chattel Mortgage	1,928,000	834,000
Due to European Venture Partners	(1,639,070)	(1,639,070)
Due to ETV Capital SA	<u>(877,927)</u>	<u>(877,927)</u>
Deficiency c/d	<u>(588,997)</u>	<u>(1,682,997)</u>
ASSETS NOT SPECIFICALLY PLEDGED		
Plant & Machinery	463,000	-
Stock	120,000	-
Book Debts	128,000	128,000
Other Debtors and prepayments	105,000	Nil
Research & Development Tax Credits	50,000	50,000
VAT Refund	52,000	52,000
Cash at Bank	1,593,000	1,593,000
Rent Deposit	159,000	<u>159,000</u>
		1,982,000
Preferential Creditors		
Employees - Holiday Pay		<u>(9,788)</u>
Estimated (Deficiency)/Surplus to Floating Chargeholder		1,972,212
Floating Chargeholder b/d		<u>(1,682,997)</u>
Estimated (Deficiency)/Surplus to Unsecured Creditors		289,215
Unsecured creditors claims		<u>(497,005)</u>
Estimated (Deficiency)/Surplus as regards Unsecured Creditors		(207,790)
Issued and Paid Share Capital		<u>(84,191)</u>
Estimated (Deficiency)/Surplus as regards members		<u>(291,981)</u>

2.2 Unfortunately, I am not able to supply details of the estimated figures for stock and plant and machinery, as it is believed these could seriously prejudice the commercial interest of the company. I will however, be able to provide such figures after the date of the auction, 14 September 2004.

3. ACTION BY ADMINISTRATIVE RECEIVER

3.1 The necessary formal notice of appointment was served on the company and advertised as required by statute.

3.2 The directors, P May and T Bestwick were advised of their duties and obligations to the Receivers verbally and subsequently by letter.

3.3 We instructed our insurers to hold open cover on all of the relevant assets of the company, and ensured they were aware of all hazardous chemicals on site to enable them to insure us adequately.

3.4 Henry Butcher were instructed to value the machines and fixtures and fittings.

3.5 Import Export Services Limited ("IES") were also instructed to carry out a survey of the facilities at Kamelian to consider the requirements and costs associated with the closure of the site and subsequent safe removal of the equipment and facilities.

3.6 We instructed Fennemores Solicitors to provide legal advice in relation to the validity of our appointment and Speechly Bircham Solicitors to deal with any other legal matters arising within the receivership.

3.7 We have obtained legal advice to confirm that the Funder's charges, and our appointment, are valid.

3.8 Our main objectives, on appointment were as follows:-

- To facilitate, as far as possible, the potential sale of the assets and business as a going concern;
- Maximise possible realisations from sale of parts of the business and intellectual property; or failing this;
- To arrange for orderly sale of the assets on a break up basis at the minimum cost and risk

3.9 We also continued with the existing sales orders in order to maximise realisations from the stock, and to mitigate some of the costs of the decommissioning process, something we have referred to in more detail below.

3.10 At the date of our appointment we had been contacted by third parties who were interested in either purchasing the company as a whole or purchase parts of the company, as a going concern.

3.11 Our solicitors prepared a Confidentiality Agreement and these were sent to all those who had expressed an interest in the company. It was stressed to all interest parties, that no further information would be sent to them until we had received a signed copy of the agreement.

3.12 Although there was much interest, unfortunately we were not able to sell the company as a going concern.

4 CLEARANCE OF THE SITE

One of our major concerns was to adequately deal with the hazardous chemicals and gases used and stored within the facility, and to ensure that any contamination issues had been properly resolved.

This process (including the sale and the removal of the equipment) is likely to take several months. Given the risks involved we have retained the services of several key staff over this period, with specialist contractors to oversee the work, and carry out some of the more difficult decontaminating work.

The MOCVD Unit (the main area of potential risk) was closed down immediately on our appointment. Since then, most of the bottled gases and chemicals, have been removed from site by a specialist waste disposal company, and where appropriate destroyed.

5. ASSETS

5.1 Sale of Assets

The auction sale of the assets has been arranged by Henry Butcher to take place on 14 September 2004.

We have obtained a full valuation and inventory of the assets from Henry Butcher, the details of which cannot be released, as it is commercially sensitive.

5.2 Book Debts

From the information provided by the company it is estimated that £128,000 will be realised from the book debts.

To date a total of £33,633 has been collected.

5.3 Research & Development Tax Credit

There could be a research & development tax credit claim, which preliminary estimates suggest could be worth in excess of £100,000 (before taking account of Crown set off).

I have passed this to my corporate tax department for their review and comments.

5.4 Stock

As previously stated outstanding orders at the date of our appointment were completed as far as possible to maximise realisations from the existing chip stock.

We estimate that total sales will be in the region of £91,000.

6. SECURED CREDITORS

As previously advised we were appointed jointly by European Venture Partners Limited and ETV Capital SA ("the Funders").

To date I have paid a total of £786,697 to the Funders as a distribution under their floating charge.

This was paid from surplus cash held by the Company at the date of my appointment. I confirm that I have retained sufficient funds to cover both preferential claims and the estimated costs of the realisation process.

7. PREFERENTIAL CREDITORS

Preferential creditors claims are expected to be in the region of £10,000. This constitutes the employees' outstanding holiday pay.

We estimate that preferential creditors claims will be paid in full.

8. UNSECURED CREDITORS

As the Funders' charges predate the introduction of the Enterprise Act, there will not be any prescribed part held back specifically for the benefit of the unsecured creditors.

However, on the basis of current and estimated future realisations, we anticipate that there may be a small surplus available to unsecured creditors.

Any surplus will be passed to a liquidator.

The directors have estimated these unsecured claims total £497,004.87.

8. RECEIVERSHIP RECEIPTS AND PAYMENTS ACCOUNT

Attached at Appendix 1 is the Receivers Receipts and Payments Account for the period to 16 August 2004.

If you have any queries please do not hesitate to contact either Sheryl Clapham or myself.

Yours faithfully
For and on behalf of
Kamelian Limited



G P Bushby
Joint Administrative Receiver

The Joint Administrative Receivers act solely as agents to the company without personal liability

Graham Paul Bushby is licensed to act as an Insolvency Practitioner by the Institute of Chartered Accountants in England & Wales under Registration No. 8736

(1) Please give full name
and address for
communication.

(1) Name of creditor

Address

(2) Please insert name of
person (who must be 18
or over) or the
"chairman of the
meeting". If you wish to
provide for alternative
proxy-holders in the
circumstances that your
first choice
is unable to attend please
state the name(s) of the
alternatives as well.

(2) Name of proxy-holder

1

2

3

(3) Please delete words
in brackets if the proxy-
holder is only to vote as
directed ie. he has no
discretion.

I appoint the above person to be my/the creditor's proxy-holder at the meeting
of creditors to be held on 7 September 2004, or at any adjournment of that
meeting. The proxy holder is to propose or vote as instructed below (and in
respect of any resolution for which no specific instruction is given, may vote or
abstain at his/her discretion).

Voting instructions for resolutions

(4) Please insert as
appropriate.

(4) 1. For the appointment of

of

representing

as a member of the creditors' committee.

(5) This form must be
signed.

(5) Signature

Date

20

Name in CAPITAL LETTERS

(6) Only to be completed
if the Creditor has not
signed in person.

(6) Position with creditor or relationship to creditor or other authority for
signature

Remember: there may be resolutions on the other side of this form.

Notice of Creditors' Meeting

Under Section 48(2) of the Insolvency Act 1986

KAMELIAN LIMITED IN RECEIVERSHIP

NOTICE IS HEREBY GIVEN pursuant to Section 48(2) of the **INSOLVENCY ACT 1986**, that a meeting of the unsecured creditors of the above named company will be held at The Oxfordshire Inn, Heathfield Village, Bletchington, Oxford, OX5 3DX at 10.30 on 7 September 2004 for the purposes of having laid before it a copy of the report prepared by the Administrative Receivers under Section 48 of the said Act. The meeting may, if it thinks fit, establish a committee to exercise the functions conferred on creditors' committees by or under the Act.

A proxy form is sent herewith. Creditors whose claims are wholly secured are not entitled to attend or be represented at the meeting. Other creditors are entitled to vote if:-

They have delivered to us at 5th Floor, Exchange House, 446 Midsummer Boulevard, Central Milton Keynes no later than 12.00 noon prior to the date of the meeting with written details of the debts they claim to be due to them from the company, and the claim has been duly admitted under the provisions of the Rule 3.11 of the Insolvency Rules 1986;

and

There has been lodged with us any proxy which the creditor intends to be used on his behalf.



G P Bushby
Joint Administrative Receiver

The Joint Administrative Receivers act solely as agents to the company without personal liability.

Graham Paul Bushby is licensed to act as an Insolvency Practitioner by the Institute of Chartered Accountants
In England & Wales under Registration No. 8736

Kamellian Limited
(In Administrative Receivership)
Income and Expenditure Account
To 20/08/2004

	Fixed Charge	Floating Charge	Total
	£	£	£
INCOME			
Back log Sales		79,759.38	79,759.38
Book Debts	70,920.99		70,920.99
Computer Equipment		810.00	810.00
VAT Refund		39,190.50	39,190.50
Cash at Bank		1,576,641.13	1,576,641.13
	70,920.99	1,696,401.01	1,767,322.00

EXPENDITURE		
Purchases (1)	34,896.52	34,896.52
Rents	28,825.00	28,825.00
Employee Pension Contributions	429.00	429.00
Petty Cash	100.00	100.00
Office Holders Fees	25,000.00	25,000.00
Office Holders Expenses	1,998.95	1,998.95
European Venture Partners Ltd	512,297.25	512,297.25
ETV Capital SA	274,400.00	274,400.00
Legal Fees (1)	1,260.00	1,260.00
Legal Disbursements	10.00	10.00
Statutory Advertising	129.06	129.06
Employee Expenses	850.65	850.65
Wages & Salaries	101,550.00	101,550.00
Bank Charges	160.00	160.00
	981,906.43	981,906.43

BALANCE	70,920.99	714,494.58	785,415.57
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MADE UP AS FOLLOWS

Vat Receivable	16,036.46
Bank 1 Current	70,920.99
Bank 2 Current	705,340.00
Vat Payable	(6,881.88)
	785,415.57



THE COMPANIES ACT 1985

Company No. 3991226


The Registrar of Companies for England and Wales hereby certifies that

KAMELIAN LIMITED (originally called **BUYWORLD LIMITED** which name was changed by special resolution on 27th July 2000 to **KAMELIAN LIMITED**) was incorporated under the Companies Act 1985 as a limited company on 12th May 2000.

The Registrar further certifies that according to the latest notice given by the company, the situation of the registered office is 5TH FLOOR EXCHANGE HOUSE, 446 MIDSUMMER HOUSE, CENTRAL MILTON KEYNES MK9 2EA.

The registered office was originally notified as being situated at 1 MITCHELL LANE, BRISTOL BS1 6B7 which was changed to SHAKESPEARE HOUSE, 42 NEWMARKET ROAD, CAMBRIDGE CB5 8EP which was changed to 121 STETCHWORTH ROAD, DULLINGHAM, NEWMARKET, SUFFOLK CB8 9UH which was changed to UNIT 10 INDUSTRIAL ESTATE, MEAD ROAD, YARNTON, OXFORD, OXFORDSHIRE OX5 1QY.*****

Given at Companies House, Cardiff the 7th November 2005


T. COSH-TULLETT

for the Registrar of Companies



Companies House

PATENT
REEL: 018367 FRAME: 0167



THE COMPANIES ACT 1985

Company No. 275753

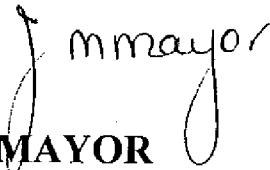
The Registrar of Companies for Scotland hereby certifies that

AMPHOTONIX LIMITED (originally called **FLEETCROWN LIMITED** which name was changed by special resolution on 29th November 2004 to **AMPHOTONIX LIMITED**) was incorporated under the Companies Act 1985 as a limited company on 8th November 2004.

The Registrar further certifies that according to the latest notice given by the company, the situation of the registered office is **SEMPLE FRASER LLP, 130 ST VINCENT STREET, GLASGOW, LANARKSHIRE G2 5HF.**

The registered office was previously notified as being situated at **126 DRYMEN ROAD, GLASGOW G61 3RB.** *****

Given at Companies House, Cardiff the 27th April 2006


J M MAYOR
for the Registrar of Companies

This certificate records the result of a search of the information recorded and kept by the Registrar of Companies. This information is derived from documents sent by companies or their authorised representatives that are accepted in good faith without verification by the Registrar. Accordingly, the Registrar is not able to and does not warrant in any way the accuracy or completeness of the information searched.



Companies House
— for the record —

PATENT

REEL: 018367 FRAME: 0168

RECORDED 10/40/2006