

10-30-2006



103328759

Our Ref.: 550-1
(550-621 & 550-122)

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

1 Imperial College of Science,
2 Technology and Medicine

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2. Name and address of receiving party(ies):

1) Name: Imperial Innovations Ltd.

Street Address: Level 12, Electrical and Electronic
Engineering Building, Imperial College

City: London

State/Country: United Kingdom Zip: SW7 2AZ

2) Name

Street Address:

City:

State:

Zip:

Additional name/s of conveying party/ies attached? ☐

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Assignment

☐ Change of Name

☐ Other

Execution Date: May 23, 2006

Additional name/s & address/es attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s): ☐ This assignment is being filed together with a new application.

A. Patent Application No(s).

(1)

(2)

(3)

B. Patent No(s).

(1) 5,647,018

(2) 6,163,591

(3)

Additional numbers attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Stanley C. Spooner

Internal Address:

Street Address: Nixon & Vanderhye P.C.

901 North Glebe Road

11th Floor

City: Arlington State: VA Zip: 22203

6. Total number of applications & patents involved: 2

7. Total fee (37 CFR 3.41)

\$ 80.00

☒ Enclosed

☐ Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.

DO NOT USE THIS SPACE

9. Statements 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.

Stanley C. Spooner

Name of Person Signing

Reg. No. 27,393

Signature

October 25, 2006

Date

Total number of pages including original cover sheet, attachments, and document: [6]

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

10/27/2006 DEYRNE 00000037 5547013

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(80.00)

THIS DEED OF ASSIGNMENT dated 23 MAY 2006 is between:

- (1) Professor Ralph Benjamin, whose address is 13 Bellhouse Walk, Rockwell Avenue, Bristol, BS11 0UE ("Professor Benjamin");
- (2) Imperial College of Science, Technology and Medicine, whose address is London, SW7 2AZ ("ICSTM"); and
- (3) Imperial Innovations Ltd, whose registered office is at Level 12, Electrical and Electronic Engineering Building, Imperial College London, London, SW7 2AZ ("Innovations").

WHEREAS:

- A. In the course of his work as a visiting academic at ICSTM, Professor Benjamin made an invention relating to object orientated X-ray analysis ("the Invention").
- B. Professor Benjamin assigned his rights in the Invention to ICSTM under an agreement dated 24 October 1991 ("the Original Assignment").
- C. Since the date of the Original Assignment ICSTM has become the applicant for certain patent applications and the proprietor of certain patents in respect of the Invention as set out in the Schedule hereto ("the Intellectual Property").
- D. ICSTM and Professor Benjamin (to the extent that he retains any rights in the Intellectual Property following the Original Assignment) have agreed to assign to Innovations all their right, title and interest in the Intellectual Property subject to the provisions of this Assignment.

THIS DEED OF ASSIGNMENT WITNESSES as follows:

1. Professor Benjamin warrants that he is the sole inventor of the Intellectual Property and that he invented the Intellectual Property in the course of his work as a visiting academic at ICSTM and that no person other than himself and ICSTM has any right, title or interest in the Intellectual Property.
2. ICSTM and Professor Benjamin covenant with Innovations that they have not assigned or agreed to assign any of their right, title or interest in the Intellectual Property to any person, company or undertaking other than Innovations or ICSTM or otherwise encumbered the Intellectual Property in any way.
3. **Assignment**
- 3.1 In consideration of Innovations paying to ICSTM the sum of £1.00 (the receipt of which ICSTM hereby acknowledges), ICSTM hereby assigns and transfers with full title


guarantee absolutely to Innovations all its right, title and interest in the Intellectual Property.


- 3.2 In consideration of Innovations paying to Professor Benjamin 30% of the gross income received by Innovations (after deduction of any value added tax or other sales tax) in respect of the commercial exploitation of the Intellectual Property, Professor Benjamin hereby assigns and transfers with full title guarantee absolutely to Innovations all his right, title and interest in the Intellectual Property.
- 3.3 The assignment effected by this clause 3 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 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.
4. Professor Benjamin and ICSTM shall each execute such documents and give such assistance as Innovations may require:
- (a) to secure the vesting in Innovations of all their rights in the Intellectual Property;
 - (b) to uphold Innovations's rights in the Intellectual Property; and
 - (c) to defeat any challenge to the validity of, and resolve any questions concerning, the Intellectual Property.
5. Professor Benjamin and ICSTM hereby irrevocably appoint Innovations as their Attorney in their name to execute any document and do any act or thing which may be necessary to comply with the provisions of clause 4 above.
6. Professor Benjamin hereby releases ICSTM from all its obligations under the Original Assignment. In particular (but without prejudice to the generality of the foregoing) Professor Benjamin irrevocably waives his right under clause 6 of the Original Assignment to be paid a share of income received by ICSTM.


7. The validity, construction and performance of this Assignment shall be governed by English law, and Professor Benjamin, ICSTM and Innovations submit to the jurisdiction of the English courts in respect of any dispute arising in connection therewith.

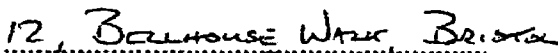
EXECUTED AND DELIVERED AS A DEED by the parties:

Signed as a Deed by Professor Ralph Benjamin in the presence of a witness and delivered upon signature:

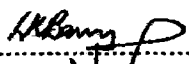

.....
Professor Ralph Benjamin

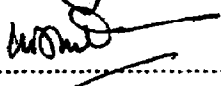

.....
witness signature


.....
witness name

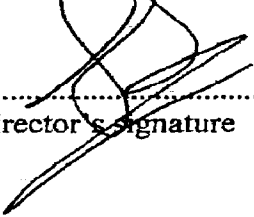

.....
witness address

The Common Seal of Imperial College of)
Science, Technology and Medicine was)
affixed hereto, in the presence of two)
authorised signatories)

Signed.....


Signed.....


Executed and delivered as a Deed by Imperial Innovations Ltd acting through two of its Directors:


.....
Director's signature


.....
Director's signature

SCHEDULE

The Intellectual Property

United Kingdom Patent Application Number 9122843.7, filed on 28 October 1991
International Patent Application Number PCT/GB92/01969, filed on 27 October 1992
United States Patent Application Number 08/232129
United States Patent Number 5647018
European Patent Application Number 92922331.1
European Patent Number 0610318

United Kingdom Patent Application Number 9615132.9, filed on 17 July 1996
International Patent Application Number PCT/GB97/01921, filed on 17 July 1997
United States Patent Application Number 09/214905
United States Patent Number 6163591
European Patent Application Number 97931939.9
European Patent Number 0912907