

Docket No.: **GJ-262J**

FORM PTO-1595 (Modified)
(Rev. 03-01)
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P08A/REV04

RECORDATION FORM COVER SHEET

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

1. Name of conveying party(ies):

Henry Kevin Ratcliff

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

Name: **Ultrasonic Processors Limited**Address: **Ludwell House****2 Guildford Street****Chertsey**City: **Surrey**

State/Prov.: _____

Country: **U.K.**ZIP: **KT16 9BQ**

Additional name(s) & address(es)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Execution Date: **March 16, 2006**

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

Patent Application No.

Filing date

B. Patent No.(s)

10/528,869**March 24, 2005**

Additional numbers

☐ Yes ☒ No

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

Name: **Jason D. Shanske**Registration No. **43,915**Address: **Iandiorio & Teska****260 Bear Hill Road**City: **Waltham**State/Prov.: **MA**Country: **U.S.**ZIP: **02451**

6. Total number of applications and patents involved:

17. Total fee (37 CFR 3.41):.....\$ **40.00**☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

8. Deposit account number:

09-0002

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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.***Jason D. Shanske**

Name of Person Signing

Signature

4

Date

Total number of pages including cover sheet, attachments, and document:

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PATENT**700299625****REEL: 018566 FRAME: 0737**

AGREEMENT

THIS AGREEMENT is made the 16th day of March 2006

BETWEEN ULTRASONIC PROCESSORS LIMITED, a company registered in England and Wales of Ludwell House, 2 Guildford Street, Chertsey, Surrey KT16 9BQ, England, Registered Number 05607090 (hereinafter called USP) of the one part

AND

and

HENRY KEVIN RATCLIFF a citizen of the United Kingdom of 6 Park Court, Alexandra Drive, Liverpool, L17 8TA,

(hereinafter called "the Inventor" which expression where the context so requires shall include his executors, administrators and assigns) of the second part.

WHEREAS

The Inventor claims to be the Inventor of an Invention (hereinafter called "the said Invention") in respect of which he has applied for patents entitled "Advanced Ultrasonic Processor":

a) in the United Kingdom of Great Britain and Northern Ireland and the Isle of Man (hereinafter called "the United Kingdom") under Application No.GB0322613.1, filed on 26th September 2002 and now granted as GB2395444B; and,

b) for USA Patent Application No. US 10/528,869, filed on 24th March 2005 (hereinafter referred to as "the said Applications").

NOW THIS DEED WITNESSETH as follows:

1. ASSIGNMENT

The Inventor hereby irrevocably assigns unto USP:

- i) the said Invention and the full and exclusive benefit thereof;
 - ii) all the right title and interest of the Inventor in and to the said Applications;
 - iii) the right to apply for and obtain patents or other similar forms of protection in respect of the said Invention in the United Kingdom and throughout the world;
 - iv) any patent or other similar form of protection granted in respect of the said Invention in the United Kingdom pursuant to the said Applications or in any other part of the world.
 - v) all drawings, documents and prototypes relating to the Invention
- TO HOLD the same unto USP its successors and assigns absolutely.

2. CONSIDERATION

In consideration for the assignment set forth in Section 1, USP shall pay the Inventor the sum of £20,000 payable on a date to be agreed between the Inventor and USP.

CERTIFIED TRUE COPY
OF THE ORIGINAL AGREEMENT

J.S.S. Grant 11:09:20G
J.S.S. GRANT CMA CPA RTM4

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PATENT

REEL 018566 FRAME 07382

3. REPRESENTATIONS AND WARRANTIES

The Inventor hereby covenants and agrees:

- (a) that he has not assigned or agreed to assign to any person, firm, corporation or company or otherwise encumbered the said Invention or the said Applications or the right to apply for patent or other similar form of protection in respect thereof in the United Kingdom or any other part of the world;
- (b) that he has not to the best of his knowledge and belief done or omitted to do any act or thing whatsoever whereby any said patents so applied for as aforesaid may be invalidated encumbered or otherwise prejudicially affected or whereby the due performance of this Agreement may be hindered or prevented;
- (c) that USP shall at all times hereinafter enjoy the full sole and absolute benefit of the said Invention and any said patent when granted without any interruption disturbance or interference from or by the Inventor or any person claiming under or in trust for him;
- (d) that he will as and when requested by USP so to do (but at the expense of USP as to any out-of-pocket expenses) sign execute and do all such instruments applications documents acts and things as may be necessary or convenient to enable USP to enjoy the full benefit of the rights hereby assigned and to apply for and obtain patent or other similar form of protection in respect of the said Invention in any part of the world and to vest the same in USP or its successors assigns or nominees; and,
- (e) that in the event that he is prevented by illness, or other incapacity, he hereby assigns USP the power of attorney to do all those things that he would have been otherwise required to do in performance of this agreement.

4. ENTIRE AGREEMENT.

This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. AMENDMENT

This Agreement may be amended only by written agreement between the parties.

6. APPLICABLE LAW

This Agreement shall be interpreted and governed according to the laws of England.

7. ARBITRATION

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under an Arbitrator appointed by the London Chamber of Commerce.

IN WITNESS whereof USP has signed this Agreement and the Inventor has hereunto set his hand the day and year first above written.

Signed for ULTRASONIC PROCESSORS LIMITED

By:
Henry Kevin Ratcliff
Director

Henry Ratcliff

In the presence of:

C. M. Bunting

Witness

C. M. BUNTING

And:

David Bunting
Director

DR Bunting

In the presence of:

RA Fairall

Witness

RA FAIRALL

SIGNED AS A DEED AND DELIVERED BY
the above named HENRY KEVIN RATCLIFF

Henry Ratcliff

in the presence of:

C. M. Bunting

Witness

C. M. BUNTING