

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1595 (Rev. 06/04)

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office. Please record the attached documents or the address(es) below..

1. Name of conveying party(ies)/Execution Date(s): PiezOptic Limited Execution Date(s): 1/26/06 Additional name(s) of conveying party(ies) attached? attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): NAME: Viking Technologies SA ADDRESS: 10 Boulevard du Theatre CH1211 Geneve 11 Switzerland Additional name(s) & addresses(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Name 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		4. Application number(s) or patent number(s): <input type="checkbox"/> This document is being filed together with a new application A. Patent Application No.(s) 10/552,702 B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Barbara G. Ernst Address: Rothwell, Figg, Ernst & Manbeck Suite 800 Street Address: 1425 K St., N.W. City: Washington, State: D.C. Zip: 20005 Telephone No.: 202/783-6040 Facsimile No.: 202/783-6031 Email Address: bernst@rfem.com Attorney Docket No. : 1768-138		6. Total number of applications and patents involved: <u>One</u> 7. Total fee (37 CFR 3.41): \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> None required (government interest not affecting title)	
		8. Deposit account number: 02-2135 Authorized User Name <u>Barbara G. Ernst</u>	
DO NOT USE THIS SPACE			
9. Signature. <u>Barbara G. Ernst</u> <u>Dec. 15, 2006</u> Signature Date Barbara G. Ernst Total number of pages including cover sheet, attachments and documents: <u>7</u> Name of Person Signing			

DATED

26 January

2006

PIEZOPTIC LIMITED

- and -

VIKING TECHNOLOGIES SA

PATENT ASSIGNMENT

TAYLOR WESSING
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DX 88010 Cambridge

Draft: 1
27/02/2006
Ref: MRB/DLB

PATENT
REEL: 018663 FRAME: 0871

DEED DATED: 26 January 2006

PARTIES:

- (1) **PIEZOPTIC LIMITED** a company incorporated in England with registered number 02885138 whose registered office is at Viking House, Ellingham Way, Ashford, Kent TN23 6NF ("PiezOptic"); and
- (2) **VIKING TECHNOLOGIES SA** a company incorporated under the laws of Switzerland whose principal place of business is at 10 Boulevard du Theatre, CH1211 Geneve 11, Switzerland ("Viking").

BACKGROUND

- (A) PiezOptic is the proprietor of the patents and patent applications listed in Schedule 1.
- (B) PiezOptic has agreed to assign the Patents to Viking on the terms set out below.

IN CONSIDERATION of the payment by Viking to PiezOptic of £1 (receipt and adequacy of which is hereby acknowledged by PiezOptic) and the mutual promises contained in this Deed, the parties hereby **AGREE AS FOLLOWS:**

1. DEFINITIONS

- 1.1 In this Deed the following terms shall unless the context otherwise requires have the following meanings:

"Patents" means the patents and applications identified in Schedule 1 together with the subject matter contained in those patents and applications and all divisions, renewals, continuations, continuations-in-part, extensions, re-issues, substitutions, confirmations, registrations, revalidations and additions of or to them as well as any supplementary protection certificate or the like form of protection in respect thereof;

- 1.2 In this agreement (except where the context otherwise requires):

- (a) any reference to a Schedule is to a schedule of or to this agreement;
- (b) the clause headings are included for convenience only and shall not affect the interpretation of this agreement; and
- (c) use of the singular includes the plural and vice versa.

2. ASSIGNMENT

- 2.1 PiezOptic hereby assigns to Viking with full title guarantee free from all encumbrances and third party rights all right, title and interest in the Patents including the right to take all such proceedings as may be necessary for the recovery and retention by Viking of damages, costs and interest and/or the obtaining of other remedies in respect of all infringements of any of the Patents whether committed before or after the date of this Deed.

3. WARRANTIES

- 3.1 PiezOptic hereby warrants, represents and covenants to Viking that:
- (a) it is lawfully entitled to enter into this Deed and that the transaction effected by this Deed does not conflict with, infringe or breach the terms of any other agreement, deed, obligation or right of a third party;
 - (b) immediately prior to the assignment pursuant to **Clause 2** PiezOptic was the sole and absolute legal and beneficial owner of the Patents free from all charges and encumbrances and all other third party rights throughout the world;
 - (c) this Deed will effect the assignment of all legal and beneficial rights to the Patents free from all charges and encumbrances and all other third party rights;
 - (d) no third party has any right, claim or benefit to the Patents;
 - (e) there are no reasons known to PiezOptic as to why the Patents may be invalid or may not mature to grant or become enforceable on grant; and
 - (f) PiezOptic owns no other patents or applications for patent rights

FURTHER ASSURANCE, POWER OF ATTORNEY & CHOICE OF LAW

- 4. PiezOptic undertakes to execute, sign and do all such instruments, applications, documents, acts and things as may be required by Viking to enable Viking or its nominee to enjoy the full benefit of the rights assigned by this Deed.
- 5. PiezOptic hereby irrevocably appoints Viking and its successors in title to be its attorney to execute or sign any documents and do any other acts or things which Viking may consider necessary or desirable for the purpose of carrying out or giving effect to the terms and provisions of this Deed. PiezOptic hereby ratifies and confirms and agrees to ratify and confirm whatever Viking may lawfully do pursuant to this **clause 5**. In favour of any third party, a certificate in writing signed by any director or by the company secretary of Viking that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case.
- 6. This Deed shall be governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

This Deed has been executed and delivered as a deed on the date first set out above.

Schedule 1

The Patents

WO PCT/GB2004/001551

GB 0201583.9

GB 0501583.9

EP 04726537.6

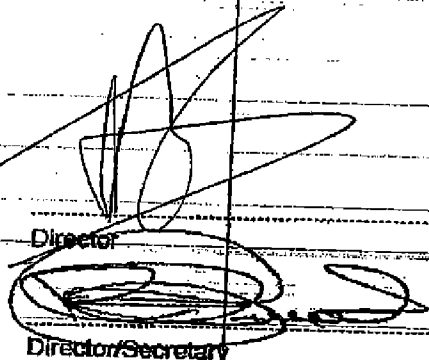
AU 20044227171

CA 2521773

Including any United States or Japanese patent applications claiming priority from the foregoing.

EXECUTED as a DEED
by PIEZOPTIC LIMITED
acting by

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)
)



Director

Director/Secretary

EXECUTED as a DEED by
VIKING TECHNOLOGIES SA
acting by the under-mentioned person(s)
acting on the authority of the said corporation)
in accordance with the laws of the territory)
of its incorporation)

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Authorised Signatory

Authorised Signatory

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EXECUTED as a DEED)

by PIEZOPTIC LIMITED)

acting by)

Director

Director/Secretary

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of its incorporation)

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Authorized Signatory

Authorized Signatory



ROTHWELL, FIGG, ERNST & MANBECK

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FACSIMILE TRANSMITTAL SHEET

DATE: December 19, 2006

TO: The U. S. Patent and Trademark Office
Attn: Assignment Branch

Fax. No.: 571-273-0140

Your Ref.: U.S. Patent Application 10/552,702

Our Ref.: 1768-138

FROM: Barbara G. Ernst

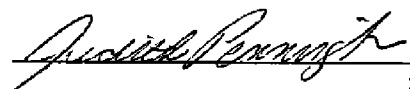
Number of Pages Including This Transmittal Sheet: 8

If any problems in connection with this facsimile, please contact:
Judith Pennington 202-783-6040

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CERTIFICATE OF TRANSMISSION

I hereby certify that this document is being transmitted by facsimile to the Assignment Branch of The United States Patent and Trademark office, telefax number 571-273-0140 on this date of my signature.



Signature

Judith Pennington

Typed Name

December 19, 2006

Date of Signature