

Form PTO-1595 (Rev. 06/04)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION 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): Viking Technologies SA Execution Date(s): 2/16/06 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: PanOpSys Limited ADDRESS: 100 Guillat Avenue Kent Science Park Sittingbourne, Kent ME9 8GU United Kingdom 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) B. Patent No.(s) 5,622,868 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.: 1768-000		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>Jan. 2, 2007</u> Signature Date Barbara G. Ernst Total number of pages including cover sheet, attachments and documents: <u>9</u> Name of Person Signing			

DATED

16 February

2006

VIKING TECHNOLOGIES SA

- and -

PANOPSYS LIMITED

PATENT ASSIGNMENT

TAYLOR WESSING
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Cambridge CB2 1JPTel: +44 (0)1223 446400
Fax: +44 (0)1223 446401
DX 88010 Cambridge

Ref: MRB/DLB

UKMAT:2672304.2

PATENT
REEL: 018731 FRAME: 0641

DEED DATED: 16 February 2006 ("Effective Date")

PARTIES:

- (1) **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"); and
- (2) **PANOPSYS LIMITED** a company incorporated in England with registered number 05397165 whose registered office is at 100 Guillat Avenue, Kent Science Park, Sittingbourne, Kent ME9 8GU ("PanOpSys").

BACKGROUND

- (A) Viking is the proprietor of the patents and patent applications listed in Schedules 1 and 2 respectively.
- (B) Viking and PanOpSys have, together with other third parties, entered into an Investment Agreement dated as of the Effective Date ("Investment Agreement") which agreement provides for Further Investment as defined therein.
- (C) Viking has agreed to assign the Patents and all rights to the subject matter of the Patents to PanOpSys on the terms set out below.

IN CONSIDERATION of the sum of £1 (receipt and adequacy of which is hereby acknowledged by Viking) 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;

"PiezOptic Patents" means the patents and applications identified in Schedule 2 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;

"Assigned Patents" means the Patents and the PiezOptic Patents;

"Trigger Date" means the earlier of (a) the Further Investment Completion Date (as defined in the Investment Agreement); or (b) the date set out in the notice issued pursuant to clause 4.5 of the Investment Agreement;

- 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.
- (d) words and expressions used in this Deed shall where the context so requires or admits bear the definitions ascribed to them in the Investment Agreement.

2. GRANT OF RIGHTS

- 2.1 On the Trigger Date the assignment of rights pursuant to **Clause 3** shall have full and immediate effect without further action by either Party.
- 2.2 Viking undertakes and warrants to PanOpSys that it will not dispose, sell, charge, license, transfer or in any other way deal with the Assigned Patents other than to give full effect to the assignment pursuant to **Clause 3**.
- 2.3 This Deed shall remain in full force and effect until after the Assigned Patents have been assigned pursuant to **Clause 3** whereafter the provisions of **Clauses 3, 5, 6 and 7** shall survive.

3. ASSIGNMENT

- 3.1 Viking hereby assigns to PanOpSys with full title guarantee free from all encumbrances all right, title and interest in the Assigned Patents (together with the subject matter of such Patents) including the right to take all such proceedings as may be necessary for the recovery and retention by PanOpSys of damages, costs and interest and/or the obtaining of other remedies in respect of all infringements of any of the Assigned Patents whether committed before or after the date of this Deed.

4. WARRANTIES

- 4.1 Viking hereby warrants, represents and covenants to PanOpSys that:
 - (a) as of the Effective Date Viking is the sole and absolute legal and beneficial owner of the Assigned Patents free from all charges and encumbrances and all other third party rights throughout the world;
 - (b) as of the Trigger Date the assignment pursuant to **Clause 3** will effect the assignment of all legal and beneficial rights to the Assigned Patents free from all charges and encumbrances and all other third party rights;
 - (c) 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;
 - (d) no third party has any right, claim or benefit to the Assigned Patents;
 - (e) the Assigned Patents are valid and there are no reasons known to Viking as to why (i) the granted Assigned Patents are not enforceable, (ii) the Assigned Patents which are applications will not mature to grant and be enforceable;
 - (f) the assignment of the Patents (excluding the PiezOptic Patents) from The Health Protection Agency (formerly the Centre for Applied Microbiology and

Research) to Viking was valid and effective and free from all charges, encumbrances and third party rights and that assignment cannot be set aside, varied or amended in any way or by any person; and

- (g) the assignment of the PiezOptic Patents from PiezOptic Limited to Viking was valid and effective and free from all charges, encumbrances and third party rights and the assignment cannot be set aside, varied or amended in any way or by any person.

- 4.2 The parties acknowledge that although Viking is the beneficial owner of the Patents pursuant to the relevant intellectual property assignments, Viking has not yet registered itself as the owner of those Patents at the relevant patent offices in order to perfect its legal title to the Patents. Accordingly, the parties agree that the warranties (express or implied) in this agreement do not extend to registration in the name of Viking and that, following the Trigger Date, clause 5 below shall operate to ensure that Viking assists PanOpSys to register PanOpSys as the legal owner of the Patents worldwide.

5. FURTHER ASSURANCE

- 5.1 Viking undertakes to execute sign and do all such instruments, applications, documents, acts and things as may be required by PanOpSys to enable PanOpSys or its nominee to enjoy the full benefit of the rights assigned by this Deed and to register PanOpSys as the legal owner of such rights.

6. POWER OF ATTORNEY

- 6.1 Viking hereby irrevocably appoints PanOpSys and its successors in title to be its attorney to execute or sign any documents and do any other acts or things which PanOpSys may consider necessary or desirable for the purpose of carrying out or giving effect to the terms and provisions of this Deed. Viking hereby ratifies and confirms and agrees to ratify and confirm whatever PanOpSys may lawfully do pursuant to this Clause 6. In favour of any third party, a certificate in writing signed by any director or by the company secretary of PanOpSys that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case.

7. CHOICE OF LAW

- 7.1 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/GB90/00658 WO/90/13017

EP 90907283.7 0 470 164

CA 2 054 702

JP 506984/1990 2939891, JP4504904

AU 55685/90; AU655 913

US 08/465 192

US 5 622 868

AT 212439 T

DE69033904D D1; DE69033904T T2

DK470164T T3

ES2166751T T3

GB8909701D D0

ZA9003214 A

Schedule 2
The PiezOptic Patents

WO PCT/GB2004/001551

GB PR0501583.9


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)
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)



Authorised Signatory_____
Authorised Signatory

EXECUTED as a DEED)
by PANOPSYS LIMITED)
acting by)

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)

Authorised Signatory

Authorised Signatory

EXECUTED as a DEED
by PANOPSYS LIMITED
acting by

)
)
)

Director

Director/Secretary

ROTHWELL, FIGG, ERNST & MANBECK

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Suite 800
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Telefax: (202)783-6031

FACSIMILE TRANSMITTAL SHEET

DATE: January 8, 2007

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

Fax. No.: 571-273-0140

Your Ref.: U.S. Patent 5,622,868

Our Ref.: 1768-000

FROM: Barbara G. Ernst


Number of Pages Including This Transmittal Sheet: 10

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.



Judith Pennington

January 8, 2007

Date of Signature