

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Michael Dixon	12/15/2006
RECEIVING PARTY DATA	
Name:	Melles Griot Limited
Street Address:	67-69 New Bond Street
Internal Address:	3rd Floor, Medici Court
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	W1S 1DF
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10589684
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ATTORNEY DOCKET NUMBER:	09314.0046-00000
NAME OF SUBMITTER:	Gary J. Edwards, Ph.D.
Total Attachments: 2 source=9314-46 inventor assign#page1.tif source=9314-46 inventor assign#page2.tif	

CH 10589684 \$40.00

PATENT

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REEL: 019174 FRAME: 0564

ACKNOWLEDGEMENT by Employees of the Right to apply for a Patent and AN ASSIGNMENT made effective on the _____ BETWEEN

MICHAEL JOHN DIXON, of BRITISH nationality, of ASH TREE FARM, "A" FURLONG DROVE, LITTLE DOWNHAM, ELY, CAMBRIDGESHIRE, CB6 2EW, UNITED KINGDOM; and

TERENCE JAMES HERBERT, of BRITISH nationality, of 15 CLIPPED HEDGE, HATFIELD HEATH, HERTFORDSHIRE, CM22 7EG, UNITED KINGDOM;

(hereinafter referred to as "Inventors") of the first part;

MELLES GRIOT LIMITED, a corporation of England & Wales, having a place of business at MELLES GRIOT LIMITED, 3rd FLOOR, MEDICI COURT, 67-69 NEW BOND STREET, LONDON W1S 1DF, UNITED KINGDOM

(hereinafter referred to as "Employer Company") of the second part.

WHEREAS :-

(A) The Inventors have jointly made the Invention described in published International patent application WO 2005/081330 A2 (International application number PCT/GB2005/000320) entitled:- "**POSITIONER DEVICE**" and subject to US patent application no. 10/589,684 (hereinafter referred to as "the Invention");

(B) The Invention has been made during a period of Inventor Dixon's employment with the Employer Company in the course of his normal duties with the Employer Company and by virtue of the terms of his employment with the Employer Company, Inventor Dixon's part of the Invention is to be taken as between the Employer Company and Inventor Dixon to belong to the Employer Company; and

(C) The Invention has been made during a period of Inventor Herbert's employment with the Employer Company in the course of his normal duties with the Employer Company and by virtue of the terms of his employment with the Employer Company, Inventor Herbert's part of the Invention is to be taken as between the Employer Company and Inventor Herbert to belong to the Employer Company.

NOW THIS AGREEMENT WITNESSES as follows:-

1. Each Inventor HEREBY ACKNOWLEDGES that his rights to the Invention and all rights therein including the right to apply for a patent or patents relating to the Invention belongs to the Employer Company, and pursuant thereto HEREBY ASSIGNS TO AND CONFIRMS the vesting in the Employer Company of:

(a) the whole of the property in the Invention throughout the world and any protection obtained at any time therefor and all rights title and interest which the Inventor may have or have been entitled to therein including all rights to bring proceedings for infringement thereof together with the full and exclusive benefit thereof; and

(b) the right to apply for and obtain or to enable others to apply for and obtain a patent or patents or any other form of protection in respect of the Invention both in the United States of America and throughout the world.

2. Each Inventor hereby undertakes to the Employer Company that he will at the expense of the Employer Company execute all documents and do all such acts and things as the Employer Company may in its absolute discretion consider necessary or desirable to enable Letters Patent or any form of protection to be issued in respect of the Invention in any part or parts of the world and to vest the same in the name of the Employer Company or its nominee free from all encumbrances and to enable or to assist the Employer Company or its nominee to defend oppositions to grant thereof, to maintain the same when granted and to present and prosecute for the infringement thereof.

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3. Each Inventor hereby warrants to the Employer Company:

(a) that he has not assigned or agreed to assign to any person firm or company or otherwise encumbered the Invention or any other part of the rights therein and thereto;

(b) that he has not disclosed and will not disclose the Invention to any person firm or company other than the Employer Company or companies of the same group of companies as the Employer Company except as directed by the Employer Company;

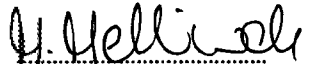
(c) that he will give to the Employer Company and its successors all information in his possession or in his power relating to the Invention and the method of employing or using the same as the Employer Company shall require;

(d) that he knows of no reason why a valid patent or valid patents relating to the Invention should not be granted either to himself or to his successors in title.

IN WITNESS thereof the parties have duly executed this document the day and year first above written

SIGNED by Inventor Dixon:


.....
MICHAEL DIXON



.....
Witness


SIGNED by Inventor Herbert:

.....
TERENCE HERBERT

.....
Witness

SIGNED for and on behalf of the Employer Company


.....
NAME: E.L. SMITH
TITLE: C.O., Bartholomew Scientific Ltd.
MELLES GRIOT LIMITED


.....
Witness
KAREN GRIFFITHS