

LC-9-9

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OMB No. 0651-0027 (exp. 6/30/2008)

06-15-2007

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



ET

103417046

To the Director of the U.S. Patent

Documents or the new address(es) below.

1. Name of conveying party(ies)

TAYSIDE HEATH BOARD

2. Name and address of receiving party(ies)

Name: TAYSIDE FLOW TECHNOLOGIES LIMITED

Internal Address:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) February 22, 2006

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

Street Address: Unit 22, Prospect Business Centre

Gemini Crescent, Dundee Technology Park

City: Dundee

State:

Country: United Kingdom Zip: DD2 1TY

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

10/650,217

Additional numbers attached? Yes No

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

Name: James E. Bradley (081421.000002)

Internal Address:

Street Address: Bracewell & Giuliani LLP, P.O. Box 61389

City: Houston

State: Texas Zip: 77208-1389

Phone Number: 713-221-3301

Fax Number: 713-222-3287

Email Address: james.bradley@bracewellgiuliani.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0259

Authorized User Name Bracewell & Giuliani LLP

9. Signature:

Chris D. Northcutt
Signature

August 24, 2006

Date

Chris D. Northcutt

Name of Person Signing

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

12

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, V.A. 22313-1450

ASSIGNATION

Between

TAYSIDE HEALTH BOARD

and

TAYSIDE FLOW TECHNOLOGIES LIMITED

ASSIGNATION

between

TAYSIDE HEALTH BOARD, Kings Cross, Clepington Road, Dundee, DD3 8EA, formerly Tayside University Hospitals NHS Trust, Ninewells Hospital and Medical School, Dundee, DD1 9SY (hereinafter referred to as the "NHS")

and

TAYSIDE FLOW TECHNOLOGIES LIMITED, a company incorporated under the Companies Acts (Registered Number SC190078) and having its registered office address at Unit 22, Prospect Business Centre, Gemini Crescent, Dundee Technology Park, Dundee, DD2 1TY (hereinafter referred to as "TFT")

WHEREAS

- (A) The NHS is the proprietor of certain intellectual property rights, including certain rights relating to patents.
- (B) The NHS has agreed to assign these rights to TFT on the terms set out in this Agreement.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:-

1. Definitions

In this Agreement, unless the context otherwise requires, the following defined terms shall have the meanings set out opposite them below:

- "Agreement" means this Assignment;
- "Formal Assignment" means a confirmatory assignment in the form of the draft annexed as the Schedule;
- "Intellectual Property Rights" means any and all intellectual property rights of any nature whatsoever anywhere in the world, whether registered, registerable or otherwise, including but not limited to patents, trade marks, registered designs, trade or business names, goodwill, copyright, design rights, rights and database rights, know-how together with all applications for any of the foregoing;
- "Invention" means Blood-flow Tubing;

"Patent Rights"

means the following patent applications namely:- European patent application number 99964755.5; European patent application number 02013909.3; United States patent application number 10/650,217 and Japanese patent application number 2000-590546; all relating to the Invention together with any and all patents and patent applications which are based on or claim priority therefrom, together with any divisions, renewals, re-issues, extensions, substitutions, continuations and the like based thereon which are in respect of the Invention as the same is owned by the NHS.

1.2 Interpretation and Construction

Save to the extent that the context or the express provisions of this Agreement require otherwise, in this Agreement:

- (a) words importing the singular shall include the plural and vice versa;
- (b) words importing any gender shall include all other genders;
- (c) any reference to a Recital, Clause, the Schedule or a Part of the Schedule are references to the relevant recital, clause, schedule or part of the schedule of or to this Agreement; and
- (d) any reference to this Agreement or to any other document includes reference to this Agreement or to that other document as amended, supplemented, assigned, or novated from time to time.

1.3 The headings and sub-headings in this Agreement are included for convenience only and shall be ignored in construing this Agreement.

2. Transfer of Ownership

2.1 In consideration of the sum of one hundred thousand pounds (£100,000) Sterling absolutely and as beneficial owner, the NHS hereby assigns to TFT:

2.1.1 the NHS's whole right, title and interest, in and to the Patent Rights absolutely for the remainder of the term during which said rights and any renewals or extensions shall subsist;

2.1.2 all rights of action (whether actual or contingent) in respect of any past, present or future infringement of the Patent Rights; and

2.1.3 the right to apply and claim priority for, prosecute and obtain protection anywhere in the world in respect of the Invention claimed in the Patent

Rights, including the right to claim priority therefrom to the intent that the grant of any patents thereto or similar protection shall be in the name of and vest in TFT.

3. PAYMENT

The consideration set out in Clause 2 shall be paid by TFT to the NHS on execution of this Agreement.

4. FURTHER ASSURANCE AND WARRANTY

4.1 At the expense of TFT, the NHS shall render all necessary assistance to TFT, and shall execute, and shall have its employees execute, such other assignments, documents, forms and authorisations and depose to or swear such declarations or oaths as may be reasonably requested by TFT or required by any patent office or other competent authority to vest the full property, right, title and interest in the Patent Rights in TFT, or for conferring on TFT all rights of action in relation to any infringement by third parties. In particular, and without prejudice to the generality of the foregoing, the NHS agrees to execute the Formal Assignment immediately on execution of this Agreement.

4.2 The NHS confirms that it has not granted or purported to grant to any third party licence or rights to call for licences in respect of the Patent Rights, save as expressly notified to TFT in writing prior to entry into this Agreement.

5. VAT

All sums payable to the NHS under this Agreement are exclusive of value added tax, which shall be paid by TFT to the NHS in addition.

6. MORAL RIGHTS

The NHS hereby waives its moral rights, if any, in the Patent Rights arising anywhere in the world, including rights arising pursuant to Sections 77 to 83 of the Copyright, Designs and Patents Act 1988.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements and arrangements between the parties with respect to its subject matter. Nothing in this Clause 7 will exclude any liability for fraud.

8. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of Scotland, and the parties hereby submit to the exclusive jurisdiction of the Scottish Courts in respect of any dispute arising hereunder.

IN WITNESS WHEREOF these presents consisting of this and the three previous pages are executed as follows:-

SUBSCRIBED for and on behalf of Tayside Health Board

at Dundee
on the Twenty Second day
of February 2006
by

[Signature] Authorised Signatory
Dr. J. HARRISON Full Name

before this witness

AUSON STUBBLES Witness
AUSON STUBBLES Full Name
NHS TAYSIDE - ASD, NINEWELLS Address
HOSPITAL, DUNDEE DN 95Y

SUBSCRIBED for and on behalf of Tayside Flow Technologies Limited

at Dundee
on the Twenty Second day
of February 2006
by

[Signature] Director
KEITH SCOTT Full Name

before this witness

[Signature] Witness
ALAN STUART Full Name
TAYSIDE FLOW TECHNOLOGIES Address
BROOK BUS CENTRE, DUNDEE

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING AGREEMENT
BETWEEN TAYSIDE HEALTH BOARD AND TAYSIDE FLOW TECHNOLOGIES
LIMITED**

Formal Assignment

TAYSIDE HEALTH BOARD, Kings Cross, Clepington Road, Dundee, DD3 8EA, formerly Tayside University Hospitals NHS Trust, Ninewells Hospital and Medical School, Dundee, DD1 9SY (hereinafter referred to as the "NHS");

in favour of

TAYSIDE FLOW TECHNOLOGIES LIMITED, a company incorporated under the Companies Acts (Registered Number SC190078) and having its registered office address at Unit 22, Prospect Business Centre, Gemini Crescent, Dundee Technology Park, Dundee, DD2 1TY (hereinafter referred to as "TFT")

WHEREAS

- (A) Under the Agreement of even date herewith and made between TFT and the NHS, the NHS agreed, on the terms and conditions set out in said Agreement, to transfer the Patent Rights to TFT.
- (B) This Assignment is entered into pursuant to Clause 4.1 of the Agreement and not in substitution therefor, so that nothing in this Assignment shall in any way derogate from the Agreement, which shall remain in full force and effect.

NOW IT IS HEREBY AGREED as follows:-

1. The NHS hereby assigns to TFT its whole right, title and interest in and to the Patent Rights conferred under the laws of the United Kingdom and throughout the world absolutely and for the remainder of the term during which the Patent Rights and any renewals or extensions shall subsist.

2. This Assignment shall be governed by and interpreted in accordance with the laws of Scotland, and the parties hereby submit to the exclusive jurisdiction of the Scottish Courts in respect of any dispute arising hereunder.

IN WITNESS WHEREOF

SCHEDULE

Patent Rights

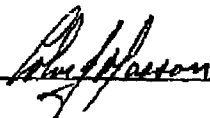
European patent application number 99964755.5.

European patent application number 02013909.3.

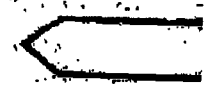
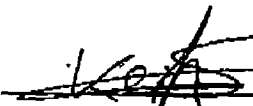
United States patent application number 10/650,217.

Japanese patent application number 2000-590546.

Tayside Health Board



Tayside Flow Technologies Limited



FORMAL ASSIGNATION

TAYSIDE HEALTH BOARD, Kings Cross, Clepington Road, Dundee, DD3_8EA, formerly Tayside University Hospitals NHS Trust, Ninewells Hospital and Medical School, Dundee, DD1 9SY (hereinafter referred to as the "NHS");

in favour of

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SUBSCRIBED for and on behalf of Tayside Health Board

at Dundee
on the Twenty Second day
of February 2006
by

..... *[Signature]* Authorised Signatory
..... COLIN T. HARRISON Full Name

before this witness

..... *[Signature]* Witness
..... ALISON SOBRIE Full Name
..... NHS TAYSIDE - ASD, NINEMILLS Address
..... HOSPITAL, DUNDEE DD1 9SY Address

SUBSCRIBED for and on behalf of Tayside Flow Technologies Limited

at Dundee
on the Twenty Second day
of February 2006
by

..... *[Signature]* Director
..... KEITH SCOTT Full Name

before this witness

..... *[Signature]* Witness
..... ALAN STEWART Full Name
..... TAYSIDE FLOW TECH., GEMINI QLS Address
..... DUNDEE Address

SCHEDULE

Patent Rights

European patent application number 99964755.5.

European patent application number 02013909.3.

United States patent application number 10/650,217.

Japanese patent application number 2000-590546.



Tayside Health Board

Tayside Flow Technologies Limited