

**ASSIGNMENT OF INVENTION
AND ASSOCIATED INTELLECTUAL PROPERTY RIGHTS**

Parties:

- 1 **JOHN BISHOP**
of Top Flat, 11 Victoria Walk, Cotham, Bristol, BS6 5SR
and
- 2 **BATH LABS LTD**
(a company incorporated in England and Wales)
of Bellots House, Bellots Road, Bath, BA2 3RT
(hereinafter together called 'the Assignors')
- 3 **MEDICAL DEVICE INNOVATIONS LIMITED**
(a company incorporated in England and Wales)
of 37-43 White Friars, Chester, CH1 1QD
(hereinafter called 'the Assignee')

Recitals:

- (A) JOHN BISHOP is, and at all material times has been, a director of BATH LABS LTD
- (B) JOHN BISHOP is a joint inventor of the invention or inventions entitled *Tissue detecting and ablation apparatus and apparatus and method for actuating a tuner* ("the Invention") for which UK Application No. 0411807.1 has been filed ("the UK Application")
- (C) The Assignee is a joint applicant in the UK Application
- (D) In pursuance of an agreement made between the parties before the PCT Application was filed the Assignors have agreed to assign to the Assignee for the consideration hereinafter mentioned the whole of such property and such rights title and interest as they may have in to and under the Invention and the UK Application

Operative provisions:

In consideration for the payment of £1.00 by the Assignee to the Assignor the receipt and sufficiency of which is hereby acknowledged by the Assignor:

- 1 The Assignors each hereby sell and assign to the Assignee absolutely and free from incumbrances:
- 1.1 the whole of their rights title and interest in Canada and the United States and all other countries of the world in to and under the Invention and the UK Application and all national and regional phases thereof and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto

for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action;

1.2 all such rights as they may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the name of and shall vest in the Assignee or its successors or assigns;

1.3 all such rights as they may have to claim priority from all Patent Applications (if any) from which priority is claimed in the UK Application in any and all applications for patent protection for the Invention, such rights to be enjoyed by the Assignee as from the date of filing of the UK Application;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

2 The Assignors hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world which shall fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other Patent Office for recordation of this document. It is understood and agreed that the Assignee's attorneys Mewburn Ellis LLP have represented only the Assignee and will continue to represent only the Assignee with respect to this invention.

3 The Assignors hereby UNDERTAKE that at the request and cost of the Assignee or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.

4 The Assignors hereby request the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in accordance with this assignment.

5 This assignment and undertaking shall be binding upon the Assignors' heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.

AS WITNESS the signatures of (or of duly authorised officers of) the parties hereto

SIGNED by the said

JOHN BISHOP

at: BATH, N.E. SOMERSET, UK.

on: 06, September, 2004

in the presence of:

Witness

Signature: *Annaig Pennarun*

Name: ANNAIG PENNARUN

Address: KERBLEIZ
22290 GOMMEVECH
FRANCE

SIGNED for and on behalf of

BATH LABS LTD

at: BATH, N.E. SOMERSET, UK.

on: 06, September, 2004

SIGNED for and on behalf of

MEDICAL DEVICE INNOVATIONS LIMITED

at: CAELEDON, NEWBET, UK

on: September 3rd 2004

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) Signature: *J. Bishop*

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) Signature: *J. Bishop*
Name: JOHN BISHOP
Position: DIRECTOR

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) Signature: *P. Wall*
Name: PETE WALL
Position: HEAD OF DEVELOPMENT

**ASSIGNMENT OF INVENTION
AND ASSOCIATED INTELLECTUAL PROPERTY RIGHTS**

Parties:

- 1 JOHN BISHOP**
of Top Flat, 11 Victoria Walk, Cotham, Bristol, BS6 5SR
and
- 2 BATH LABS LTD**
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of Bellots House, Bellots Road, Bath, BA2 3RT
(hereinafter together called 'the Assignors')
- 3 MEDICAL DEVICE INNOVATIONS LIMITED**
(a company incorporated in England and Wales)
of 37-43 White Friars, Chester, CH1 1QD
(hereinafter called 'the Assignee')

Recitals:

- (A) JOHN BISHOP is, and at all material times has been, a director of BATH LABS LTD
- (B) JOHN BISHOP is a joint inventor of the invention or inventions entitled *Tissue ablation and/or classification apparatus* ("the Invention") for which UK Application No. 0419417.1 has been filed ("the UK Application")
- (C) The Assignee is a joint applicant in the UK Application
- (D) In pursuance of an agreement made between the parties before the PCT Application was filed the Assignors have agreed to assign to the Assignee for the consideration hereinafter mentioned the whole of such property and such rights title and interest as they may have in to and under the Invention and the UK Application

Operative provisions:

In consideration for the payment of £1.00 by the Assignee to the Assignor the receipt and sufficiency of which is hereby acknowledged by the Assignor:

- 1** The Assignors each hereby sell and assign to the Assignee absolutely and free from incumbrances:
- 1.1** the whole of their rights title and interest in Canada and the United States and all other countries of the world in to and under the Invention and the UK Application and all national and regional phases thereof and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto

for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action;

1.2 all such rights as they may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the name of and shall vest in the Assignee or its successors or assigns;

1.3 all such rights as they may have to claim priority from all Patent Applications (if any) from which priority is claimed in the UK Application in any and all applications for patent protection for the Invention, such rights to be enjoyed by the Assignee as from the date of filing of the UK Application;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

2 The Assignors hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world which shall fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other Patent Office for recordation of this document. It is understood and agreed that the Assignee's attorneys Mewburn Ellis LLP have represented only the Assignee and will continue to represent only the Assignee with respect to this invention.

3 The Assignors hereby UNDERTAKE that at the request and cost of the Assignee or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.

4 The Assignors hereby request the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in accordance with this assignment.

5 This assignment and undertaking shall be binding upon the Assignors' heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.

AS WITNESS the signatures of (or of duly authorised officers of) the parties hereto

SIGNED by the said

JOHN BISHOP

at: BATH LABS LTD. BATH

on: 28/09/04

in the presence of:

Witness

Signature: *Pennarun*

Name: ANNAIG PENNARUN

Address: KERBLEIZ
22290 GOHENEK' #
FRANCE

SIGNED for and on behalf of

BATH LABS LTD

at: BATH LABS LTD. BATH

on: 28/09/04

SIGNED for and on behalf of

MEDICAL DEVICE INNOVATIONS LIMITED

at: CAERLEON, NEWPORT, UK

on: September 17th 2004

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) Signature: *J. Bishop*

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) Signature: *J. Bishop*
Name: John Bishop
Position: Director

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) Signature: *P. Wall*
Name: Peter Wall
Position: Head of Development

**ASSIGNMENT OF SHARE OF AN INTERNATIONAL APPLICATION
UNDER THE PATENT COOPERATION TREATY (PCT)**

Parties:

1 'The Assignor': Christopher Paul HANCOCK of 61 Bryants Hill, St. George, Bristol BS5 8QZ, United Kingdom

2 'The Assignee': MEDICAL DEVICE INNOVATIONS LIMITED
of Daresbury Innovation Centre, Daresbury Science and Innovation Campus, Halton, Cheshire, WA4 4FS, United Kingdom

Recitals

- (1) The Assignor and the Assignee are joint Applicants for all designated states except the United States of America in relation to the International Application set out in the Schedule hereto ("the Application")
- (2) The Assignor has agreed to assign all its share in the Application and in the invention or inventions which is or are the subject of the Application ("the Invention") to the Assignee for the consideration hereinafter mentioned

Operative provisions:

In pursuance of the said agreement and for the payment of £1.00 and other good and valuable consideration paid by the Assignee to the Assignor (the receipt and adequacy of which are hereby acknowledged by the Assignor):

1. the Assignor hereby ASSIGNS and transfers with full title guarantee to the Assignee absolutely:
 - 1.1 all of its share in the Application and the Invention for all designated states and regions (including the United States of America) together with all rights and powers arising or accrued therefrom;
 - 1.2 the right to apply for prosecute and obtain patent or other industrial property protection throughout the world in respect of the Invention including the right to claim priority from the Application or from any patent application from which priority is claimed in the Application to the intent that the grant of any patents or other industrial property protection for the Invention shall be in the name of the Assignee alone and vest in the Assignee absolutely;

2. the Assignor undertakes that at the request and cost of the Assignee it will at all times hereafter do all such acts and execute all such documents as may be reasonably necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder (including without limitation all such documents as may be required by the Patent Offices of the designated states and regions once the Application has entered national and regional processing) and to assist in the resolution of any question concerning the Application or the Invention.

AS WITNESS the hand of the Assignor and of a duly authorised officer of the Assignee on the date first before written

SCHEDULE

International Application Number: PCT/GB2005 115235

International Filing Date: 26 May 2005

Title: TISSUE DETECTION AND ABLATION APPARATUS AND APPARATUS AND METHOD FOR ACTUATING A TUNER

Signed by the said)
Christopher Paul HANCOCK) *CPH*

in the presence of:) Date: *24th August 2006*

Witness)

Signature: *JR*
Name: **JOANNA RICKETS**
Address: **178 CHARLTON PARK, MIDSOMER NORTON, BATH, BA3 4BR**

Signed for and on behalf of)
MEDICAL DEVICE INNOVATIONS LIMITED) *Paul*

in the presence of:) Name: *DR P WALKER*

Witness) Position: *Head of Development*

Signature: *Edward Kelly*
Name: **EDWARD KELLY**
Address: **1 Redcliff Street
Bristol BS1 6NP**
) Date: *31 August 2006*