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NATURE OF CONVEYANCE:		ASSIGNMENT				
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CONVEYING PARTY DATA						
			ame	Execution Date		
Cambridge Imaging Limited				04/18/2007		
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City:	Wiesbaden					
State/Country:	GERMANY					
Postal Code:	65205					
PROPERTY NUMBER	Is Total: 3				e e e e e e e e e e e e e e e e e e e	
Property Type			Number		10501616	
Application Number: 1050		105016	516		101	
		552413	33			
Patent Number: 56824		56824	11			
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ATTORNEY DOCKET NUMBER:			920602-97103			
NAME OF SUBMITTER:			William M. Lee, Jr.			
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Total Attachments: 8				
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DATED

18/04/2007

PATENT ASSIGNMENT

Between

Cambridge Imaging Limited and

Smiths Heimann GmbH

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Page 1 of 8

Contents

CLAUS	SE			
1.	Assignment	3		
2.	Further assurance	4		
3.	Governing law and jurisdiction	4		
SCHEE	DULE			
Part 1. Patents				
Part 2. Patent applications				

Page 2 of 8

PATENT REEL: 019489 FRAME: 0621

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THIS AGREEMENT is dated

PARTIES

- (1) **Cambridge Imaging Limited** whose registered office is at St Johns Innovation Centre, Cowley Road, Cambridge (Assignor).
- (2) Smiths Heimann GmbH of Im Herzen 4, Wiesbaden, 65205, Germany (Assignee).

BACKGROUND

- (A) The Assignor is the proprietor of the patents listed in the Schedule Part 1 and Part 2 to this assignment (**Patents**).
- (B) The Assignor has agreed to assign the Patents to the Assignee on the terms set out in this assignment.

AGREED TERMS

1. ASSIGNMENT

In consideration of the sum of £535,000 plus any applicable VAT (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee the full and exclusive benefit of the Patents including:

- (a) the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any of the Patents, whether committed before or after the date of this agreement;
- (b) the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents, for the full term of such patents; and
- (c) the right to apply for, prosecute and obtain patent or similar protection in the UK and all other countries of the world for an invention embodied by any of the applications comprised in the Patents, including the right to claim priority from such applications.

Page 3 of 8

2. FURTHER ASSURANCE

- 2.1 The Assignor agrees, at the request and expense of the Assignee, to provide all reasonable assistance to the Assignee in connection with bringing or defending any proceedings in relation to the Patents (including using reasonable efforts to procure the assistance of an inventor (within the reasonable control of the Assignor) in relation to any Patent to the extent required by any applicable law for the purposes of any proceedings in relation to such Patent) subject to: (i) the availability of the Assignor's employees, officers, agents or consultants to provide such assistance having regard to their existing commitments as full time permanent employees of their respective employers; and (ii) the payment by the Assignee of all costs and expenses incurred by the Assignor, its officers, employees, agents or consultants in connection their provision of such assistance, include all necessary technical support, expert advice, attendance at hearings, support to Patent understanding and any other support reasonably requested by Assignee.
- 2.2 The Assignor agrees, at the request and expense of the Assignee, to sign any documents and to do all other things which may be necessary to give effect to this assignment including, in the case of UK Patents, enabling the Assignee to record their assignment in the records of the United Kingdom Patent Office, and, in the case of non-UK Patents, to enable the Assignee to fulfil all relevant national registry requirements for the recording of the assignment of the Patents.
- 2.3 The Assignor shall transfer to the Assignee all records, data, files and other information (in any medium) which are in its possession, power or control (or those of its professional advisers and agents) and which relate to the filing and prosecution of the Patents in the national patent registries of all relevant territories as soon as reasonably possible after the date of this assignment.

3. WARRANTY

- 3.1 The Assignor hereby warrants and represents that, to the best of its knowledge and belief:
 - (a) the Assignor is the owner of all rights, title and interest in and to the Patents; and
 - (b) the Assignor is entitled to assign the Patents to the Assignee pursuant to this Agreement.

Page 4 of 8

3.2 All other warranties and representations of the Assignor are hereby excluded to the maximum extent permitted by law. Nothing in this Agreement shall be construed as excluding or limiting the Assignor's liability for personal injury or death caused by negligence or its liability for fraud.

4. GOVERNING LAW AND JURISDICTION

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This assignment shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

This agreement has been entered into on the date stated at the beginning of it.

Page 5 of 8

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Schedule Patent and Patent Applications

Part 1. Patents

Description	Registration number
Identifying Material using X-Rays (1992)	U85524133
A method of determining the mean atomic number of a	GB/EP621959B
mass of material within a container, comprising subjecting	FR/EP621959
the material to X-rays and detecting the X-ray beyond the	DE69222535
material. Upon bombardment by the transmitted X-rays,	Japan 3102698
the detector produces higher and lower order energy	
components. According to the method, the mean number of	
X-rays having each order of energy component is	
determined and the average atomic number corresponding	
to the ratio of the two determined numbers is delivered.	
Apparatus for performing the method is also provided.	
High Speed X-Ray Imaging System	
An X-ray scanning system for high speed imaging of an	US5682411
object using a X-ray source for generating a fan shaped X-	BG/EP704131B
ray beam for transversing a linear section of slice of the	FR/EP704131B
object. A linear array of detectors is provided on the	DE69427759
opposite side of the object. The detectors are linked to a	
CCD camera by optical fibres. The pixels of the CCD	
camera are grouped to form superpixels to enable a higher	
readout speed than if the pixels were read out individually,	
and the fibres are arranged at the CCD camera with a view	
to reducing crosstalk.	
Identifying Material Using X-Rays (2000)	
An X-ray inspection system in which a thin X-ray asborber	
may be placed upstream of an object under investigation so	GB2365522B
as to remove the low energy X-rays, typically below 0.5	GB2404249B
MeV. The X-ray inspection system incorporates a detector	GB2409268B
which relies on the electromagnetic cascade effect in	GB2409270B
suitable materials so that energy is transferred into the	GB2409271B
material at different depths depending on the energy of	GB2409269B
incident X-rays.	GB2409272B

Page 6 of 8

Part 2. Patent applications

Description	Application number
Identifying Material Using X-Rays (2000)	EP1472522A
Identifying Material Using X-Rays (2000)	US10/501,616
An X-ray inspection system in which a thin X-ray	
asborber may be placed upstream of an object	
under investigation so as to remove the low	
energy X-rays, typically below 0.5 MeV. The X-	
ray inspection system incorporates a detector	
which relies on the electromagnetic cascade	
effect in suitable materials so that energy is	
transferred into the material at different depths	
depending on the energy of incident X-rays.	

Page 7 of 8

Signed by Dr Claire Hooper for and on behalf of Cambridge Imaging Limited

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<u>lo 4.</u> Hoofer Director

Signed by Roland Muesse and Hermann Reis for and on behalf of Smiths Heimann GmbH

President

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R&D Director



PATENT REEL: 019489 FRAME: 0627

RECORDED: 06/28/2007