

07-19-2007



U.S. DEPARTMENT OF COMMERCE

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ŀ	To the Director of the U.S. Patent and Tra	103428134	ment.
1.	Name of conveying party: GE HEALTHCARE AS (formerly Amersham Place, Little Chalfror Amersham, Bucks HP7 9NA, Er	nt,	
2.	Name and Address of receiving	party:	
		OLECULAR BIOTOOLS LIMITE Vitney Oxfordshire OX29 4TL, E	
3.	Nature of conveyance: Assignment Security Agreement Other: License Agreer Execution Date(s): April 19, 200		
4.		number(s): together with a new application.	
	2) <u>10/512009</u> 3) <u>10/240,754</u>). or	. <u>140 (</u> Divisional of 11/062,882) 102,354)
	(b) Patent No(s). 1) <u>6,311,086</u> 2) <u>6,278,893</u> 3) <u>6,466,814</u>		
5.	Name and address of party to whe STAAS & HALSEY LLP Attention: <u>David M. Pitcher</u> 1201 New York Ave., N.W., 7th FWashington, D.C. 20005	nom correspondence concerning do Our Docket: <u>0469</u> Floor	
6.	Total number of applications and	patents involved: 12	9
7.	☐ Enclosed ☐ Authorized to be charged	(\$ 40.00 per Patent or Application of the deposit account.	H
8.	Deposit Account No.: 19-3935 Account) (Attach duplicate copy of this pag	(Any underpayment is authorized to	be charged to this Deposit
	vid M. Pitcher Reg. No. 25,908 me of Person Signing	Signature Total number of p	July 16: 2007 Date \$\frac{3}{2}\$ pages including cover \$\frac{3}{2}\$
L		DO NOT USE THIS SPACE	200
©20	05		Revised January, 2005

DATED 9 AFRIL 2006

I hereby certify that this is a true copy

GE HEALTHCARE AS (formerly AMERSHAM HEALTH AS)

- to -

OXFORD INSTRUMENTS MOLECULAR BIOTOOLS LIMITED

LICENCE

LAYTONS SOLICITORS

GUILDFORD

LONDON

MANCHESTER

www.laytons.com

Ref: RJK/Final

BETWEEN

- (1) **GE HEALTHCARE AS** (formerly AMERSHAM HEALTH AS) (trading as GE Healthcare) a company incorporated under the laws of Norway formerly called Nycomed Imaging AS whose principal office is at Nycoveien 1-2, P.O. Box 4220, Nydalen, N-0401, Oslo, Norway and whose address for service in the United Kingdom is at Amersham Place, Little Chalfont, Amersham, Bucks HP7 9NA ("the Licensor"); and
- (2) OXFORD INSTRUMENTS MOLECULAR BIOTOOLS LIMITED (registered no. 5004981) whose registered office is at Old Station Way Eynsham Witney Oxfordshire OX29 4TL ("the Licensee")

WHEREAS

- (A) The Licensor is the registered proprietor of the Patents and is entitled to the benefit of the Patent Applications listed in the Schedule attached hereto ("the Patents and Patent Applications")
- (B) By an Agreement ("the Main Agreement") dated 7 April 2004 and made between Amersham PLC (the parent company and acting inter alios on behalf of the Licensor) and Oxford Instruments Superconductivity Limited the Licensor granted a licence under the Patents and the Patent Applications and certain know-how therein specified on the terms and for the consideration set out in the Main Agreement and agreed to execute this Licence
- (C) Oxford Instruments Superconductivity Limited with the consent of the Licensor has assigned to the Licensee the entire benefit of the Main Agreement and has requested the Licensor to grant this Licence to the Licensee

NOW IT IS AGREED that:

GRANT OF LICENCE

In pursuance of the Main Agreement and for its share of the consideration referred to therein the Licensor hereby grants to the Licensee the exclusive worldwide right and licence under the Patents and the Patent Applications listed in the Schedule (including right and licence under all patents granted pursuant to such patent applications and all corresponding national and regional phase applications and all divisions, continuations, reissues and re-examinations thereof which may be granted) and certain related know-how to develop, make, have made, market, import, use, sell, lease or otherwise commercialise Licensed Products for in vitro analysis (other than the design, development or manufacture of chemical agents)

TERMS OF LICENCE

The primary terms specified in the Main Agreement are:

- 2.1 the consideration referred to comprises an initial payment by the Licensee, the payment of a royalty at a percentage of Net Sales of Licensed Products by the Licensee, its affiliates and sub-licensees and a percentage of any royalty premiums or capital payments received by the Licensee from any sub-licensee;
- 2.2 the Territory is each and every country in the world:
- 2.3 the Licensee has a defined right to sub-licence

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RIGHTS OF ACTION

The licence hereby granted confers upon the Licensee with effect from the date of the Main Agreement certain powers and rights of action in respect of infringements of the Patents and the Patent Applications

4. TERMINATION

This Licence shall continue until, and shall determine without notice in the event of, termination of the Main Agreement, which continues in force until the expiry of the last to expire of all the patents and patent applications therein referred to or the earlier occurrence of certain events of termination

STATUS OF THIS AGREEMENT

This Agreement is granted in pursuance of the Main Agreement and not in addition thereto or in substitution therefor and nothing herein contained shall in any way derogate from the Main Agreement or extend the rights thereby granted The Licensor affirms the provisions of the Main Agreement therein undertaken by Amersham plc. Save as otherwise specifically provided herein, the definitions in the Main Agreement shall apply in this Licence

6. LAW AND PROCEEDINGS

This Agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of England

IN WITNESS this document has been signed as a deed and delivered on the date first above written

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THE SCHEDULE

Patent and Patent Applications

Patent Family PN0222				
Country	Owner	Application No. / Publication No.	Filing Date	Patent No.
wo	Amersham Health AS	NO03/00125 / 03/89656	15-04-2003	
EP	Amersham Health AS	03725890.2 / 1497448	15-04-2003	
JP	Amersham Health AS	2003-586365	15-04-2003	
US	Amersham Health AS	10/511960	15-04-2003	

Patent Far	Patent Family PN0223				
Country	Owner	Application No. / Publication No.	Filing Date	Patent No.	
WO	Amersham Health AS	NO03/00126 / 03/89657	15-04-2003		
EP	Amersham Health AS	03725891.0 / 1501940	15-04-2003		
JP	Amersham Health AS	2003-586366	15-04-2003		
US	Amersham Health AS	10/512009	15-04-2003		

Patent Family PN02100				
Country	Owner	Application No./Publication No.	Filing Date	Patent No.
NO	Amersham Health AS	20025738	29-11-2002	
wo	Amersham Health AS	NO03/00396	27-11-2003	
EP	Amersham Health AS	03812390.7	20-05-2005	
JP	Amersham Health AS	Not Available	27-05-2005	
US	Amersham Health AS	Not Available	31-05-2005	

Country	Owner	Application No. / Publication No.	Filing Date	Patent No.
EP	Amersham Health AS	98930914.1 / 990168	19-06-1998	
JP	Amersham Health AS	H11-504003	19-06-1998	
US	Amersham Health AS (filed under its former name Nycomed Imaging AS)	09/460094	19-06-1998	6311086
WO	Amersham Health AS (filed under its former name Nycomed Imaging AS)	GB98/01814 / 9855272	19-06-1998	

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Country	Owner	Application No. / Publication No.	Filing Date	Patent No.
AU	Amersham Health AS	17753/99	23-12-1998	752308
BR	Amersham Health AS	PI9813244.0	23-12-1998	
EP	Amersham Health AS	98962629.6 / 1046051	23-12-1998	
1L	Amersham Health AS	136780	23-12-1998	
JP	Amersham Health AS	2000-527838 / P02-501006	23-12-1998	
KR	Amersham Health AS	2000-7007423	23-12-1998	
NO	Amersham Health AS	20003251	23-12-1998	
NZ	Amersham Health AS	505151	23-12-1998	505151
RU	Amersham Health AS	2000120670	23-12-1998	
CA	Amersham Health AS (filed under its former name Nycomed Imaging AS)	2317526 / 2317526	23-12-1998	
CN	Amersham Health AS (filed under its former name Nycomed Imaging AS)	98812953.1	23-12-1998	
CN (DIV)	Amersham Health AS	200310113142 / 1527066	23-12-1998	
HU	Amersham Health AS (filed under its former name Nycomed Imaging AS)	P0102093	23-12-1998	
us	Amersham Health AS (filed under its former name Nycomed Imaging AS)	09/169148	23-12-1998	6278893
	Amersham Health AS (filed under its former name Nycomed Imaging AS)	09/609153		6466814
wo	Amersham Health AS (filed under its former name Nycomed Imaging AS)	GB98/03904 9935508	23-12-1998	

Patent Family NIDN 10390				
Country	Owner	Application No. / Publication No.	Filing Date	Patent No.
EP	Amersham Health AS	01921581.3 / 1272867	12-04-2001	
JP	Amersham Health AS	2001576486	12-04-2001	
US	Amersham Health AS	10/240754 / 03/0124732	12-04-2001	
wo	Amersham Health AS	GB01/01685 / 0179875	12-04-2001	

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Country	Owner	Application No. / Publication No.	Filing Date	Patent No.
AU	Amersham Health AS	2001286093	11-09-2001	
CA	Amersham Health AS		11-09-2001	
CN	Amersham Health AS	01815465.4	11-09-2001	
EP	Amersham Health AS	01965452.4 / 1320762	11-09-2001	
JP	Amersham Health AS	2002-527804	11-09-2001	
KR	Amersham Health AS	2003-7003556 / 2003-33053	11-09-2001	
RU	Amersham Health AS	2003103092	11-09-2001	
US	Amersham Health AS	10/385822	11-09-2001	
WO	Amersham Health AS	GB01/04096 / 02/23210	11-09-2001	

Patent Family PN0103				
Country	Owner	Application No. / Publication No.	Filing Date	Patent No.
wo	Amersham Health AS	NO02/00321 / 03/023432	12-09-2002	
AU	Amersham Health AS	2002326217	12-09-2002	
CA	Amersham Health AS	2456726	12-09-2002	
CN	Amersham Health AS	02817846.7 / 1554028	12-09-2002	
EP	Amersham Health AS	02760899.1 / 1425596	12-09-2002	
JP	Amersham Health AS	2003-527442	12-09-2002	
US	Amersham Health AS	10/798023	12-09-2002	

Patent Fan	nily PN0070			
Country	Owner	Application No. / Publication No.	Filing Date	Patent No.
AU	Amersham Health AS	2002216004	02-11-2001	
BR	Amersham Health AS	PI0115126.6	02-11-2001	
CA	Amersham Health AS	2427732	02-11-2001	
CN	Amersham Health AS	01821743.5 / 1484768	02-11-2001	
EΡ	Amersham Health AS	01992900.9 / 1330659	02-11-2001	
HU	Amersham Health AS	P0303091	02-11-2001	
۱L	Amersham Health AS	155476	02-11-2001	
IN	Amersham Health AS	443/MUMNP/03	02-11-2001	
JP	Amersham Health AS	2002-539834	02-11-2001	
KR	Amersham Health AS	1020037006098	02-11-2001	
RU	Amersham Health AS	2003112008	02-11-2001	
US	Amersham Health AS	10/415968 / 2004-0066193	02-11-2001	
wo	Amersham Health AS	EP01/12736 / 02/37132	02-11-2001	

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Country	Owner	Application No. / Publication No.	Filing Date	Patent No.
AU	Amersham Health AS	2002214039	02-11-2001	
BR	Amersham Health AS	PI0115124.0	02-11-2001	
CA	Amersham Health AS	2427726	02-11-2001	
CN	Amersham Health AS	01821709.5 / 1484510	02-11-2001	
EP	Amersham Health AS	01982459.8 / 1330182	02-11-2001	
HU	Amersham Health AS	P0302425	02-11-2001	
IL	Amersham Health AS	155475	02-11-2001	
IN	Amersham Health AS	444/MUMNP/03	02-11-2001	
JP	Amersham Health AS	2002-538821	02-11-2001	
KR	Amersham Health AS	1020037006099	02-11-2001	
RU	Amersham Health AS	2003112009	02-11-2001	
US	Amersham Health AS	10/415917 / 2004-0049108	02-11-2001	
US (CONT)	Amersham Health AS	11/062882	02-11-2001	
wo	Amersham Health AS	EP01/12737 / 02/36005	02-11-2001	

Patent Family PN0395				
Country	Owner	Application No. / Publication No.	Filing Date	Patent No.
NO	Amersham Health AS	20035626	17-12-2003	
EP	Amersham Health AS	04029329.2	10-12-2004	
JP	Amersham Health AS	2004-366149	17-12-2004	
US	Amersham Health AS	11/015913	17-12-2004	

SIGNED AS A DEED by GE HEALTHCARE AS acting by a director and the secretary or two directors

Director: Name (please print): Ase Actio Michelot

Director/Secretary: Name (please print):

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SIGNED AS A DEED by OXFORD INSTRUMENTS MOLECULAR BIOTOOLS LIMITED acting by a director and the secretary or two directors

Director: F. I. Fully J. Name (please print): Flank Trume

Director/Secretary: Name (please print):

L.J. Humn

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PATENT REEL: 019588 FRAME: 0293

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