

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| The University of Liverpool | 08/02/2007 |
| RECEIVING PARTY DATA | |
| Name: | TruColour Limited |
| Street Address: | The AIMES Centre, 10 Duke Street |
| City: | Liverpool |
| State/Country: | UNITED KINGDOM |
| Postal Code: | L1 5AS |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 10494690 |
| CORRESPONDENCE DATA | |
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| NAME OF SUBMITTER: | Carlo M. Cotrone |

Total Attachments: 7
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THIS AGREEMENT is dated 2 August 2007

PARTIES

- (1) The University of Liverpool, a body incorporated by royal charter whose administrative offices are the Foundation building, 765 Brownlow Hill, Liverpool, L69 7ZX (Assignor).
- (2) TruColour Limited incorporated and registered in England and Wales with company number 06078502 whose registered office is at The AIMES Centre, 10 Duke Street, Liverpool L1 5AS (Assignee).

BACKGROUND

- (A) The Assignor holds title to the materials listed in Schedule 1 (Work).
- (B) The Assignor is the proprietor of the applications for, and registrations of, the intellectual property rights set out in Schedule 2 (together the Registered IPRs).
- (C) The Assignor has agreed to assign to the Assignee all intellectual property rights in the Work and to assign the Registered IPRs and Unregistered Marks to the Assignee on the terms set out below.

AGREED TERMS

1. INTERPRETATION

The definition in this clause applies in this agreement.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

2. ASSIGNMENT

2.1 In consideration of £1 exclusive of value added tax (receipt of which the Assignor hereby acknowledges), the Assignor assigns to the Assignee with full title guarantee the following rights:

- (a) all Intellectual Property Rights in the Work;
- (b) the Registered IPRs;

- (c) all goodwill attaching to the mark listed in Schedule 3 (Unregistered Marks);
- (d) the exclusive right for the Assignee and its successors and assignees to carry on the Assignor's business under the Unregistered Marks and to represent itself as carrying on such business in succession to the Assignor; and
- (e) the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause 2.1 which occurred prior to the date of this assignment.

3. PROCEEDINGS

The Assignor agrees and undertakes to provide to the Assignee (at its request and cost) all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this agreement.

4. WARRANTIES

The Assignor warrants that, at the date of this agreement:

- (a) the Work is an original work, and has not been copied wholly or substantially from any other source, and that as far as it is aware the use by the Assignee of the rights assigned to it will not infringe the rights of any third party;
- (b) the Assignor is the sole owner of all Intellectual Property Rights in the Work;
- (c) the Registered IPRs have been maintained and are in force, and all renewal fees have been paid;
- (d) it has not licensed or assigned any rights in the Work to any third party in any part of the world; and
- (e) so far as it is aware the Work does not infringe the statutory or common law rights of any third party.

5. FURTHER ASSURANCE

5.1 The Assignor shall at the cost and expense of the Assignee do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time reasonably require in order to give the Assignee the full benefit of this agreement, whether in connection with any registration of title or other similar right or otherwise.

5.2 The Assignee grants the Assignor a non exclusive license to use its know-how in the Work for the purposes of teaching and research, so long as this does not involve the

publication of any trade secret or commercially confidential information that may adversely affect the Assignee's business, intellectual property rights or ability to protect IP arising from such research. The Assignor shall grant to the Assignee an exclusive licence in respect of any developments and or improvements made by Dr Sophie Waerger to the Work on royalty free terms.

6. GOVERNING LAW AND JURISDICTION

- 6.1 This agreement shall be governed by and construed in accordance with the law of England and Wales.
- 6.2 Each party irrevocably agrees to submit to the jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement.

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

Schedule 1 Work

Know-how, software and patented technology invented by Dr Sophie Wuerger, and developed by Dimosthenis Karatzas (as an employee of the University of Liverpool and then under contract to the AIMES Centre) and developed in to a software application by the University of Liverpool and its software developers, to create a hardware-free and external-reference free colour calibration method that ensures veridical reproduction of colour on different display devices.

Schedule 2 Registered IPRs

Part 1. Patent applications

| Description | Jurisdiction | Patent number |
|---------------------------|---|---------------|
| Colour Calibration Patent | Europe (validated in France Germany Italy and the United Kingdom) | EP1454479 |
| Colour Calibration Patent | USA | 10/494,690 |

Schedule 3 Unregistered marks

In addition to the registered intellectual property rights detailed in Schedule 2 the Assignor also transfers the following intellectual property:

The unregistered common law rights to the trade mark tricolour and the right to register this as a formal trademark

Internet Domain www.tru-colour.co.uk.

The Software application developed by the AIMES centre of the University of Liverpool (whether source code, object code or otherwise) utilising or allied to the colour calibration patent detailed in Schedule 1.

EXECUTED as a Deed by
The University of Liverpool
in the presence of:

Mr J Fox
Manager, Contract Services
The University of Liverpool
Research and Business Services
The Foresight Building
3 Brownlow Street
Liverpool L69 3GL

Tel: 0151 794 8793
Fax: 0151 794 8728
Email: j.fox@liverpool.ac.uk

Signature of Witness:

Name: Sarah Fletcher

Address: Contract Services, University of Liverpool,
Foresight Building, 3 Brownlow St, Liverpool

Occupation: Research Governance Officer

EXECUTED as a Deed by
TruColour Limited
acting by:

Director

Director/Secretary