# Electronic Version v1.1

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SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		ASSIGNMENT				
CONVEYING PARTY D	ΑΤΑ	·				
		lame Execution Date				
Imperial Innovations Lt	d.		07/05/2007			
RECEIVING PARTY DA	ATA					
Name:	Microsaic Systems Limited					
Street Address:	GMS House, Boundary Road					
City:	Woking, Surrey					
State/Country:	UNITED KINGDOM					
Postal Code:	GU21 5BX					
Property Type		Number				
Application Number: 12012000						
Application Number: 12012000   CORRESPONDENCE DATA						
Fax Number: (217)984-7700						
Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Email: chicago_ip_docket@mwe.com						
Correspondent Name:Monique A. MorneaultAddress Line 1:227 West Monroe St., Ste. 4400						
Address Line 4: Chicago, ILLINOIS 60606						
ATTORNEY DOCKET NUMBER:		077095-0030				
NAME OF SUBMITTER:		Monique A. Morneault				
Total Attachments: 4 source=77095-0030-Ass source=77095-0030-Ass source=77095-0030-Ass	signment 3#page2. signment 3#page3.	if if				
source=77095-0030-As	signment 3#page4.	if				

# THIS DEED OF ASSIGNMENT dated 5<sup>TH</sup> JULY

 IMPERIAL INNOVATIONS LIMITED ("Innovations"), whose registered office is at Level 12, Electrical and Electronic Engineering Building, Imperial College, London SW7 2AZ; and

2007 is between:-

(2) MICROSAIC SYSTEMS LIMITED (the "Company"), whose registered office is at GMS House, Boundary Rd., Woking, Surrey, GU21 5BX.

#### WHEREAS:

- A. Innovations is the owner of Intellectual Property (defined below) relating to the field of microengineered devices and systems (the "Field").
- B. By an agreement dated 24<sup>th</sup> January 2007 (the "Option Agreement"), Innovations agreed to grant the Company an opportunity to exploit certain intellectual property generated in the Field.
- C. In order to further the commercial exploitation of the Intellectual Property and in accordance with the Option Agreement, Innovations has agreed to assign to the Company all its right, title and interest in the Intellectual Property subject to the provisions of this assignment.

# THIS DEED OF ASSIGNMENT WITNESSES as follows:-

#### 1. Definitions

In this Assignment, the following words shall have the following meanings:-

"Intellectual Property" the patent applications identified in the attached Schedule and any future patents and patent applications which are based upon or derive priority from those listed in the Schedule.

#### 2. Assignment

- 2.1 In accordance with the Option Agreement, Innovations hereby assigns and transfers to the Company absolutely all its right, title and interest in the Intellectual Property.
- 2.2 The assignment effected by this clause 2 shall include, without limitation, the assignment and transfer of:-

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- (a) all patents and other intellectual property that may be granted pursuant to any applications listed in the attached Schedule, as well as all patents and other intellectual property that may derive priority from or have equivalent claims to or be based upon the Intellectual Property in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Intellectual Property shall be deemed to include all such items of property; and
- (b) all rights of action, powers and benefits arising from ownership of the Intellectual Property, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment.
- 2.3 Innovations shall execute such documents and give such assistance (at the expense of the Company) as the Company may reasonably require:-
  - (a) to secure the vesting in the Company of all rights in the Intellectual Property;
  - (b) to uphold the Company's rights in the Intellectual Property; and
  - (c) to defeat any challenge to the validity of, and resolve any questions concerning, the Intellectual Property.
- 3. The validity, construction and performance of this Assignment shall be governed by English law, and Innovations and the Company submit to the jurisdiction of the English courts in respect of any dispute arising in connection therewith.

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# EXECUTED AND DELIVERED AS A DEED by the parties:-

Executed and delivered as a Deed by Imperial Innovations Limited acting through two of its Directors: -

signature Director

Director's signature

Executed and delivered as a Deed by Microsaic Systems Limited acting through two of its Directors: - /

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Director's signature

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Director's signature

### SCHEDULE

### The Patents

Country	Subject	Application date	Application no.
United Kingdom	High Performance Micro-Fabricated Electrostatic Quadrupole Lens	31 <sup>st</sup> Jan. 2007	GB0701809.6

# The Technology

Describes a microfabricated mass analyser comprising a quadrupole electrostatic lens and a Brubaker prefilter.

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**RECORDED: 04/11/2008**