

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Swansea Tribology Services Limited	02/12/2003
RECEIVING PARTY DATA	
Name:	Analex International Limited
Street Address:	Tumblegrove
City:	Crays Pond, Reading RG8 7QF
State/Country:	UNITED KINGDOM
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5404100
CORRESPONDENCE DATA	
Fax Number:	(215)923-2189
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 1:	1101 Market Street
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Address Line 4:	Philadelphia, PENNSYLVANIA 19107-2950
ATTORNEY DOCKET NUMBER:	P19,208-USA
NAME OF SUBMITTER:	Carol Wray
Total Attachments: 9 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

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DATED 12 FEBRUARY 2003

- (1) THE UNIVERSITY OF WALES SWANSEA
- (2) SWANSEA TRIBOLOGY SERVICES LIMITED
- (3) ANALEX INTERNATIONAL LIMITED

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**CONFIRMATORY DEED OF ASSIGNMENT**

**of US Patent 5404100 and UK Patent GB 2269235**

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THIS CONFIRMATORY DEED OF ASSIGNMENT is made on 12  
FEBRUARY 2003

**BETWEEN**

- (1) **UNIVERSITY OF WALES SWANSEA** whose address is at Singleton Park, Swansea, SA2 8PP ("the University")
- (2) **SWANSEA TRIBOLOGY SERVICES LIMITED** (registered number 2921730) a company incorporated in England and Wales whose registered office is at of 5 Eden Avenue, Uplands, Swansea SA2 0PS ("STS")
- (3) **ANALEX INTERNATIONAL LIMITED** (registered number 2946005) a company incorporated in England and Wales whose registered office is at Tumblegrove, Crays Pond, Reading RG8 7QF ("Analex")

**RECITALS**

- (A) The University and Analex are jointly the registered proprietors of the Patents.
- (B) The University previously entered into an Agreement dated 29 February 1996 for the transfer of its half share in the Patents to STS ("the Original Agreement"). However the transfer of the Patents effected by the Original Agreement was never registered at the relevant Patent Office registries.
- (C) The Original Agreement cannot be located.
- (D) The Parties acknowledge and agree that the University has had no beneficial interest in the Patents since 29 February 1996 and agrees that its half share in the Patents have at all times since 29 February 1996 been beneficially owned by STS and its successors in title.
- (E) The Parties have now agreed to enter into this confirmatory assignment to regularise the ownership of the Patents as between the University and STS.

## IT IS AGREED AS FOLLOWS

### 1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed (including the Schedule), unless expressly stated to the contrary, the following expressions shall have the following meanings:-

Patents	the Patents listed in Part 1 of the Schedule to this Agreement;
Transferring Patents	the Patents.

- 1.2 The headings in this Deed are for ease of reference only and shall not in any way affect its construction or interpretation.

- 1.3 Reference to a party to this Deed shall include its successors in title and assigns.

- 1.4 The Schedule forms part of this Deed and shall be construed and have the same full force and effect as if expressly set out in the main body of this Deed.

### 2 ASSIGNMENT

- 2.1 In consideration of the sum of £1 now paid by STS to the University (receipt of which the University hereby acknowledges) the University, with the consent of Analex, HEREBY ASSIGNS whatever right, title and interest that it has in its half share of the Patents to STS.
- 2.2 Immediately after the assignment referred to in Clause 2.1 and in consideration of the sum of £1 now paid by Analex to STS (receipt of which STS hereby acknowledges) STS, HEREBY ASSIGNS whatever right, title and interest that it has in the Patents to Analex.

3 **FURTHER ASSURANCE AND ATTORNEY**

- 3.1 The University agrees at the request of STS, to do or cause to be done at the cost of STS all things reasonably necessary, proper or advisable to confirm and vest legal and beneficial title in its half share of the Transferring Patents in STS including, without limitation, the performance of such further acts or the execution and delivery of any additional instruments or documents as STS may reasonably request for effecting such purposes.
- 3.2 The University irrevocably appoint STS as their attorney to do all acts, deeds and things necessary and to execute such instruments or documents at the cost of STS as STS may reasonably require to secure the vesting in STS of its half share in the Transferring Patents.
- 3.3 STS agrees at the request of Analex, to do or cause to be done at the cost of Analex all things reasonably necessary, proper or advisable to confirm and vest legal and beneficial title in the Transferring Patents in Analex including, without limitation, the performance of such further acts or the execution and delivery of any additional instruments or documents as Analex may reasonably request for effecting such purposes.
- 3.4 STS irrevocably appoint Analex as their attorney to do all acts, deeds and things necessary and to execute such instruments or documents at the cost of Analex as Analex may reasonably require to secure the vesting in Analex of its interest in the Transferring Patents.

4 **NEGATION OF WARRANTIES BY THE UNIVERSITY AND INDEMNITY**

- 4.1 The University gives no warranties in respect of the Patents and all warranties, guarantees and assurances, whether express or implied relating to the Patents, are excluded including without limitation any warranties:

4.1.1 that the Patents are valid, subsisting or enforceable;

4.1.2 that the University has any right, title or interest in the Patents;

4.1.3 that the University has by act or omission caused or permitted anything which may cause the patent to either lapse prematurely or to be the subject of a compulsory licence;

4.1.4 that use of the Patents will not infringe the intellectual property rights of any third party; and

4.1.5 that no rights, licences or interests have been granted in respect of the Patents or that the Patents are free from liens, charges or encumbrances.

4.2 Analex and STS shall indemnify the University and shall keep the University fully and effectively indemnified against all losses, liabilities, costs and expenses and any claims, actions or suits relating to any use or ownership of the Patents or any exploitation of the inventions described in the Patents by any party arising on or after 26 February 1996, including, without limitation, that use or exploitation of the inventions described in the Patents infringes the intellectual property rights of any third party.

## **5 GOVERNING LAW AND JURISDICTION**

This Deed shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the determination of all disputes or claims which may arise out of or in connection with this deed.

## **6 COUNTERPARTS**

This Deed may be executed in two counterparts, each of which when executed by one of the parties hereto shall constitute an original but both of which, when dated with the same date, shall constitute one and the same agreement.

## **7 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No provision of this Deed shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

IN WITNESS WHEREOF the parties hereto have executed this Deed of Assignment as a deed the date first above written

# **SCHEDULE 1**

## **PART ONE**

### **Patent**

Name	Number	Date of Renewal
Method of quantifying wear particles in a lubricant sample.	US Patent 5404100	4 October 2006

### **Patent**

Name	Number	Date of Renewal
Improvements in and relating to wear monitoring.	UK Patent GB 2269235	29 July 2003



The Official Seal of the )  
**UNIVERSITY OF WALES SWANSEA** )  
was hereunto affixed in the presence of:- )

W Signature

I Name

T Address

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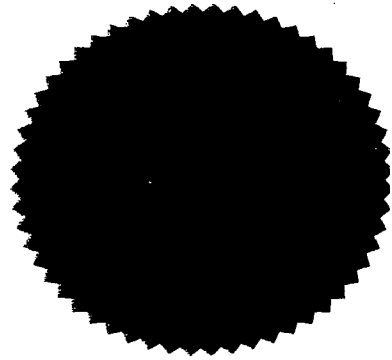
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S Occupation

*Peter Townsend*  
**PETER TOWNSEND**

*PAC Gough*  
**PAC Gough**



EXECUTED as a DEED by **SWANSEA** )  
**TRIBOLOGY SERVICES LIMITED** acting )  
by a Director and the Secretary or two )  
Directors: )

.....Director

.....Director/Secretary

EXECUTED as a DEED by )  
**ANALEX INTERNATIONAL LIMITED** )  
acting by a Director and the Secretary or two )  
Directors: )

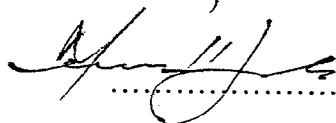
..... Director

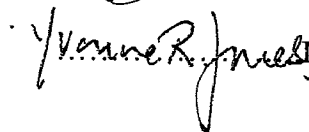
..... Director/Secretary

The Official Seal of the )  
**UNIVERSITY OF WALES SWANSEA** )  
was hereunto affixed in the presence of:- )

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EXECUTED as a DEED by **SWANSEA** )  
**TRIBOLOGY SERVICES LIMITED** acting )  
by a Director and the Secretary or two )  
Directors: )

.....Director

.....Director/Secretary

EXECUTED as a DEED by )  
**ANALEX INTERNATIONAL LIMITED** )  
acting by a Director and the Secretary or two )  
Directors: )

..... Director

..... Director/Secretary

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**UNIVERSITY OF WALES SWANSEA** )  
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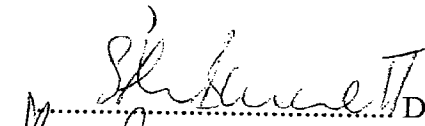
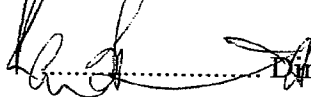
W Signature .....  
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EXECUTED as a DEED by **SWANSEA** )  
**TRIBOLOGY SERVICES LIMITED** acting )  
by a Director and the Secretary or two )  
Directors: )

.....Director

.....Director/Secretary

EXECUTED as a DEED by )  
**ANALEX INTERNATIONAL LIMITED** )  
acting by a Director and the Secretary or two )  
Directors: )

 .....Director  
 .....Director/Secretary