

FORM PTO-1595 (modified)

U.S. DEPARTMENT OF COMMERCE

(Rev 6-93)

RECOR

09-12-2008

ET

Patent and Trademark Office

9-9-08



103524436

To the Director of the United States Patent and Trademark Office

with original documents or copies thereof.

1. Name of conveying party(ies):

2. Name(s) and address(es) of receiving party(ies):

IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE

IMPERIAL INNOVATIONS LTD.
Level 12, Electrical Engineering Building,
Imperial College London
London, United Kingdom SW7 2AZ



Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

12/078,315

B. Patent Number(s):

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Alan I. Cantor
FOLEY & LARDNER LLP
3000 K Street, NW, Suite 500
Washington, DC 20007

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

Check Enclosed

Authorized to be charged to credit card
 Authorized to be charged to deposit account

8. Payment Information

a. Credit Card Last 4 Numbers 4652
Expiration Date 11/30/2008
b. Deposit account number 19-0741
Authorized User Name

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Alan I. Cantor

9/9/08

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 11

THIS DEED OF ASSIGNMENT dated 30TH APRIL 2007 is made by and between:

- (1) Imperial College of Science, Technology and Medicine, whose address is London, SW7 2AZ ("Imperial");
- (2) Professor Keith Barnham, whose address is 32 Kingston Hill Place, Kingston upon Thames, Surrey, KT2 7QY ("Professor Barnham");
- (3) Dr Massimo Mazzer, whose address is Flat 3, 36, Corfton Road, Ealing, London, W5 2HT ("Dr Mazzer");
- (4) Dr Carsten Rohr, whose address is 307 Marshall Building, 3 Hermitage Street, London, W2 1PB ("Dr Rohr");
- (5) Dr Nicholas Ekins-Daukes, whose address is 6 Royal Chase, Tunbridge Wells, Kent, TN4 8AY ("Dr Ekins-Daukes");
- (6) Dr James Connolly, whose address is 279 Ladbroke Grove, London, W10 6HE ("Dr Connolly");
- (7) Dr Ian Ballard, whose address is 125 Nottage Crescent, Braintree, Essex, CM7 2TF ("Dr Ballard"); and
- (8) Imperial Innovations Ltd, whose address is Level 12, Electrical Engineering Building, Imperial College London, London, SW7 2AZ ("Innovations").

WHEREAS:

- A. Professor Barnham, Dr Mazzer, Dr Rohr, Dr Ekins-Daukes, Dr Connolly and Dr Ballard have jointly generated the Intellectual Property (as defined below).
- B. Professor Barnham, Dr Rohr, Dr Ekins-Daukes, Dr Connolly and Dr Ballard made their contributions to the Intellectual Property in the course of their work as employees of Imperial. Consequently their contributions to the Intellectual Property belong to Imperial.
- C. Dr Mazzer made his contribution to the Intellectual Property in the course of his work as a visiting academic at Imperial. He has agreed to assign all his right, title and interest in the Intellectual Property to Imperial.
- D. Imperial has agreed to assign all its right, title and interest in the Intellectual Property to Innovations.

THIS DEED OF ASSIGNMENT WITNESSES as follows:

1. Definitions

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

- "Intellectual Property" the Patents and the Technology.
- "Patents" the patents and patent applications identified in the Schedule.
- "Technology" any and all inventions, technology, materials and know-how which relate to the areas described in the Schedule and which have been developed by Professor Barnham, Dr Mazzer, Dr Rohr, Dr Ekins-Daukes, Dr Connolly and/or Dr Ballard, and all rights in such inventions, technology, materials and know-how.

References in this Assignment to Clauses, Schedules and Parties are to the clauses, schedules and parties of and to this Assignment.

2. Professor Barnham, Dr Mazzer, Dr Rohr, Dr Ekins-Daukes, Dr Connolly and Dr Ballard warrant to the other Parties that they are the sole generators of the Intellectual Property.
3. Professor Barnham, Dr Rohr, Dr Ekins-Daukes, Dr Connolly and Dr Ballard agree and acknowledge that their contributions to the Intellectual Property were made in the course of their normal duties as employees of Imperial and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of their duties, and that consequently their contributions to the Intellectual Property belong to Imperial pursuant to section 39 of the Patents Act 1977. To the extent that Professor Barnham, Dr Rohr, Dr Ekins-Daukes, Dr Connolly and/or Dr Ballard have any right, title or interest in the Intellectual Property they hereby assign and transfer the same to Imperial absolutely and with full title guarantee in consideration of the sum of £1.00 (receipt of which is hereby acknowledged).
4. Dr Mazzer hereby assigns and transfers to Imperial absolutely and with full title guarantee all his right, title and interest in the Intellectual Property in consideration of (i) the sum of £1.00 (receipt of which is hereby acknowledged) and (ii) Imperial agreeing to share with Dr Mazzer any revenue received by Imperial in respect of the commercial exploitation of the Intellectual Property as if Dr Mazzer had made his contributions to the Intellectual Property as an employee of Imperial.
5. Imperial hereby assigns and transfers to Innovations absolutely and with full title guarantee all its right, title and interest in the Intellectual Property (including, for the avoidance of doubt, all such right, title and interest as Imperial has acquired pursuant to Clauses 3 and 4) in consideration of the

sum of £1.00 (receipt of which is hereby acknowledged).

6. The assignments effected by Clauses 3, 4 and 5 shall include, without limitation, the assignment and transfer of:
 - a. all patents and other intellectual property that may be granted in respect of the Patents, 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 (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;
 - 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; and
 - c. all rights of ownership of any materials that form part of the Intellectual Property.

7. Imperial, Professor Barnham, Dr Mazzer, Dr Rohr, Dr Ekins-Daukes, Dr Connolly and Dr Ballard shall execute such documents and give such assistance as Innovations may require:
 - a. to secure the vesting in Innovations of all rights in the Intellectual Property;
 - b. to uphold the rights of Innovations in the Intellectual Property; and
 - c. to defeat any challenge to the validity of, and resolve any questions concerning, the Intellectual Property.

The obligations on Imperial, Professor Barnham, Dr Mazzer, Dr Rohr, Dr Ekins-Daukes, Dr Connolly and Dr Ballard under this Clause 7 shall continue in force without limit of time.

8. Imperial, Professor Barnham, Dr Mazzer, Dr Rohr, Dr Ekins-Daukes, Dr Connolly and Dr Ballard hereby irrevocably appoint Innovations as their Attorney in their respective names to execute any document and do any act or thing which may be necessary to comply with the provisions of Clause 7.

9. Imperial, Professor Barnham, Dr Mazzer, Dr Rohr, Dr Ekins-Daukes, Dr Connolly and Dr Ballard severally warrant, represent and undertake to Innovations:
 - a. that each of them is not, at the date of this Assignment, a party to any

agreement or understanding (oral or written) which would in any manner be inconsistent with the assignment of rights provided for in this Assignment; and

b. that each of them shall not, on or after the date of this Assignment, enter into any agreement or understanding (oral or written) or directly or indirectly engage in any activity which would in any manner be inconsistent with the assignment of rights provided for in this Assignment.

10. Dr Mazzer further warrants to Innovations that, immediately prior to the assignment pursuant to Clause 4, he was the sole and unencumbered owner of all intellectual property rights in respect of his contribution to the Intellectual Property. In particular (but without qualifying the foregoing), Dr Mazzer warrants that prior to such assignment he had given such notices to and obtained such consents from any third parties as may be necessary to give him sole and unencumbered ownership of such intellectual property rights. Dr Mazzer shall indemnify Innovations in respect of any claims against Innovations arising from any breach of the warranties set out in this Clause 10.

11. This Agreement may be entered into in any number of counterparts and by the Parties on separate counterparts.

12. The validity, construction and performance of this Assignment shall be governed by English law, and the Parties submit to the exclusive jurisdiction of the English courts in respect of any dispute arising in connection therewith.

EXECUTED AND DELIVERED AS A DEED by the Parties:

Signed as a Deed by Professor Keith Barnham in the presence of a witness and delivered upon signature:

K.W.J. Barnham
.....
Professor Keith Barnham

[Signature]
.....
witness signature

DR - SKR. GINIBE
.....
witness name

50, Chalklands, Howe Green, Chelmsford,
witness address *Essex, CM2 7TH.*

Signed as a Deed by Dr Massimo Mazzer in the presence of a witness and delivered upon signature:

[Signature]
.....
Dr Massimo Mazzer

[Signature]
.....
witness signature

MRS. BHAVNA PATEL
.....
witness name

236 CHUILTON ROAD, HURON, KENTON
witness address *HAB 9HS*

Signed as a Deed by Dr Carsten Rohr in the presence of a witness and delivered upon signature:

.....
Dr Carsten Rohr

.....
witness signature

.....
witness name

.....
witness address

EXECUTED AND DELIVERED AS A DEED by the Parties:

Signed as a Deed by Professor Keith Barnham in the presence of a witness and delivered upon signature:

.....
Professor Keith Barnham

.....
witness signature

.....
witness name

.....
witness address

Signed as a Deed by Dr Massimo Mazzer in the presence of a witness and delivered upon signature:


.....
Dr Massimo Mazzer

.....
witness signature

.....
witness name

.....
witness address

Signed as a Deed by Dr Carsten Rohr in the presence of a witness and delivered upon signature:


.....
Dr Carsten Rohr



.....
witness signature

PENNY DUNBARIN
.....
witness name

ISC Prince of Wales Drive
.....
witness address London SW11 4SB

Signed as a Deed by Dr Nicholas Ekins-Daukes in the presence of a witness and delivered upon signature:

N. Ekins-Daukes
.....
Dr Nicholas Ekins-Daukes


.....
witness signature

PAUL HARBON
.....
witness name

*27 Haig St
Cherrywood NSW 2067*
.....
witness address *Australia*

Signed as a Deed by Dr James Connolly in the presence of a witness and delivered upon signature:

.....
Dr James Connolly

.....
witness signature

.....
witness name

.....
witness address

Signed as a Deed by Dr Ian Ballard in the presence of a witness and delivered upon signature:

.....
Dr Ian Ballard

.....
witness signature

.....
witness name

.....
witness address

Signed as a Deed by Dr Nicholas Ekins-Daukes in the presence of a witness and delivered upon signature:

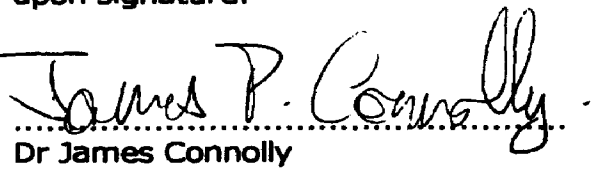
.....
Dr Nicholas Ekins-Daukes

.....
witness signature

.....
witness name

.....
witness address

Signed as a Deed by Dr James Connolly in the presence of a witness and delivered upon signature:

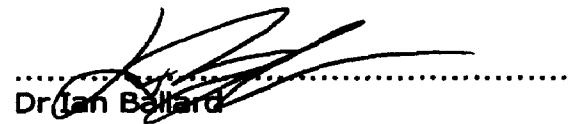

.....
Dr James Connolly


.....
witness signature

DR. SKR GINIGE.....
witness name

50, Chalklands, Howe Green, Chelmsford,
witness address Essex, CM2 7TH.

Signed as a Deed by Dr Ian Ballard in the presence of a witness and delivered upon signature:



.....
Dr Ian Ballard

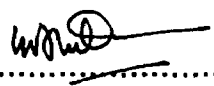

.....
witness signature

DR. SKR GINIGE.....
witness name

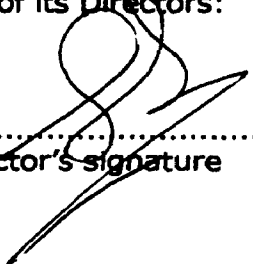
50, Chalklands, Howe Green, Chelmsford,
witness address Essex, CM2 7TH.

The Common Seal of Imperial College of)
Science, Technology and Medicine was)
affixed hereto, in the presence of two)
authorised signatories)

Signed..... 

Signed..... 

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


.....
Director's signature


.....
Director's signature

SCHEDULE

The Patents

Country	Patent Application Number
United States of America	09/955,297
International Patent Application	PCT/GB02/03378

The Technology

A strain-balanced quantum well solar cell having an InGaAs/InGaP multiple-quantum well region.