

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
QINETIQ LIMITED	12/23/2003
RECEIVING PARTY DATA	
Name:	QUINTEL TECHNOLOGY LIMITED
Street Address:	18 Upper Grosvenor Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	W1K 7PW
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10577206
CORRESPONDENCE DATA	
Fax Number:	(312)913-0002
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3129130001
Email:	hughes@mbhb.com
Correspondent Name:	McDonnell Boehnen Hulbert & Berghoff LLP
Address Line 1:	300 S. Wacker Dr.
Address Line 2:	A. Blair Hughes
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	06-281
NAME OF SUBMITTER:	A. Blair Hughes
Total Attachments: 2 source=06-281 Assignment#page1.tif source=06-281 Assignment#page2.tif	

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PATENT
REEL: 021692 FRAME: 0398

Patent Application Assignment

THIS ASSIGNMENT is dated the *twenty-third* day of *December* 2003 and made

BETWEEN:

- (1) **QINETIQ LIMITED** (No. 3796233) whose registered office is at 2nd Floor 85 Buckingham Gate, London SW1E 6PD (the "Assignor") of the one part; and
- (2) **QUINTEL TECHNOLOGY LIMITED** (No. 4416865) whose registered office is at 18 Upper Grosvenor Street, London, W1K 7PW (the "Assignee") of the other part.

WHEREAS

- (A) On the 17th of May 2002 the Assignor and Quintel Group Limited (No. 4134381, registered office 18 Upper Grosvenor Street, London, W1K 7PW) entered into an agreement (the "IP Agreement") with one another under which the Assignor agreed to assign certain intellectual property rights to Quintel Group Limited;
- (B) The IP Agreement was novated from Quintel Group Limited to the Assignee on the 24th of October 2002;
- (C) Pursuant to the IP Agreement, and subject to the terms and conditions hereinafter set out, the Assignor has agreed to assign to the Assignee the inventions and associated patent applications short details of which appear in the Schedule (hereinafter collectively referred to as the "Inventions and Applications") for which the Assignor is the named applicant; and
- (D) Under and subject to the IP Agreement the Assignee has granted a non-exclusive licence to the Assignor to exploit the Inventions and Applications assigned hereunder in respect of certain defined fields of use.

THE PARTIES HEREBY AGREE THAT:

1. Assignment

The Assignor hereby assigns to the Assignee all its right, title and interest in the Inventions and Applications, including, without limitation:

- (a) all rights to bring any proceedings and obtain (and retain) any remedy in respect of any infringement of rights in the Inventions and Applications which has occurred prior to the date of this Agreement;
- (b) all rights to claim priority associated with the Inventions and Applications and to file patent applications in respect of inventions incorporated in the Inventions and Applications;
- (c) all rights to any continuations, continuations in part, divisions, extensions, amendments, conversions, reissues, re-examinations, renewals or restorations of patent applications incorporated in the Inventions and Applications;
- (d) the benefit of the patent applications incorporated in the Inventions and Applications, to the intent that patent grant pursuant to such applications shall be in the name of and vest in the Assignee;

to hold the same to the Assignee, its successors and assigns absolutely.

2. Consideration

In consideration for the assignment in clause 2, the Assignee pays to the Assignor the sum of £1 (+ VAT, if applicable), receipt of which is hereby acknowledged by the Assignor.

3. Law and Jurisdiction

3.1 This Agreement shall be governed by and construed in accordance with English law.

3.2 In respect of any dispute or disagreement arising under or in connection with this Agreement, each of the parties shall submit to the exclusive jurisdiction of the English Courts.

SCHEDULE

Invention No:	Title	Invention Submission Date	Inventor	Reference, Patent App. No. and Date
INV00900 Quintel P6	Mobile Radio Base Station	19 June 2002	Philip E HASKELL, Paul A HICKLING	P7155: UK App. No. 0224341.8 Dated 19 October 2003. PCT App. No. GB2003/004447, Dated 15 Oct 2003
INV01567 Quintel P9	Phased Array Antenna System With Controllable Electrical Tilt	10 September 2003	Louis D THOMAS, Philip E HASKELL	P7315: UK App. No. 0325987.6 Dated 7 November 2003

IN WITNESS WHEREOF

this assignment has been executed by the duly authorised representatives of the parties on the day and year first above written:

Signed on behalf of
QINETIQ LIMITED

By A. Bowdery
(Signature)

A. O. BOWDERY
(Printed Name)

DIRECTOR/INTELLECTUAL PROPERTY
(Position)

Signed on behalf of
QUINTEL TECHNOLOGY LIMITED

By Michael Watson
(Signature)

MICHAEL WATSON
(Printed Name)

DIRECTOR + CHIEF FINANCIAL OFFICER
(Position)