

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The University of Bristol	02/12/2009
RECEIVING PARTY DATA	
Name:	University College Cork- National University of Ireland, Cork
Street Address:	Western Road
City:	Cork
State/Country:	IRELAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29287465
CORRESPONDENCE DATA	
Fax Number:	(203)782-2889
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	fduffin@wiggin.com
Correspondent Name:	Frank Duffin
Address Line 1:	One Century Tower, P.O. Box 1832
Address Line 4:	New Haven, CONNECTICUT 06508
ATTORNEY DOCKET NUMBER:	10706-2
NAME OF SUBMITTER:	Laura A. Chubb
Total Attachments: 6 source=Design Patent Assignment#page1.tif source=Design Patent Assignment#page2.tif source=Design Patent Assignment#page3.tif source=Design Patent Assignment#page4.tif source=Design Patent Assignment#page5.tif source=Design Patent Assignment#page6.tif	

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PATENT
REEL: 022436 FRAME: 0580

BrainTower

Assignment of Intellectual Property Rights

- (1) The University of Bristol
- (2) University College Cork – National University of Ireland, Cork

Dated *12th February 2008* 2009

This Agreement is made the day of 2008

Between:

- (1) **The University of Bristol** of Senate House, Tyndall Avenue, Bristol BS8 1TH ("Bristol"); and
- (2) **University College Cork - National University of Ireland, Cork**, a body incorporated by charter, having its seat at Western Road, Cork ("UCC")

Background:

- (A) Dr Richard Greene was the Principal Investigator associated with the development of a physical model of the human brain called BrainTower.
- (B) BrainTower was developed at Bristol and Bristol filed certain protection of the Intellectual Property, as defined in Schedule 1 ("the IP").
- (C) Dr Greene began employment with UCC as of 1st October 2008, and both Bristol and UCC wish to facilitate the commercial exploitation of the BrainTower IP by entering into this Agreement assigning the IP to UCC for the consideration of a share of future licence revenues.

It is agreed as follows:

1. Definitions and interpretation

In this Agreement, unless the context otherwise requires, the following words have the following meanings:

"this Agreement"	this Agreement (including any schedule or annexure to it and any document in agreed form);
"the Associated Rights"	any know how or other associated intellectual property rights required for the exploitation of the IP and in existence at the date of this Agreement [as more particularly set out in the Schedule to this Agreement];
"the IP"	Means as set out in schedule 1 to this Agreement.
"Licence Revenues"	Means the gross proceeds received from any licensing arrangement or option arrangement for the IP (including option

fees, licence initiation fees, up-front fees, minimum royalties or milestone payments, sub-licence initiation fees or any other fixed sum payments or equity received from licensing or other disposition of the IP and all earned or running royalties on the sales of products covered under any claim of the IP)

2. Assignment

- 2.1 Bristol assigns to UCC absolutely all its right, title and interest in the IP and the Associated Rights.
- 2.2 The assignment effected by this clause 2 shall include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from ownership of the IP, including the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on or after the date of this Agreement.
- 2.3 Beyond October 1st, 2008, UCC will be responsible for managing the prosecution and maintenance of the IP.
- 2.4 UCC shall be responsible for all expenses associated with maintenance and prosecution of the IP from October 1, 2008.
- 2.5 UCC shall hereby grant Bristol a royalty-free, perpetual, licence to continue to use the IP for teaching and academic research purposes only.

3. Commercialisation

- 3.1 UCC will take the lead to promote and market the IP for licensing and commercialisation and to identify and negotiate with appropriate parties interested in licensing and commercialisation rights for the IP.
- 3.2 UCC will keep Bristol informed from time to time of progress in licensing and commercialisation, and in particular will identify when any Licence Revenues are received.
- 3.3 UCC and the University of Bristol will divide Licence Revenues in the ratio 40% UCC, 60% Bristol.
- 3.4 Contacts for the parties on commercialisation are:

For Bristol:

Dr Ray Crispin, RED, The University of Bristol, Senate House,
Tyndale Avenue, Bristol, UK, BS8 1TH.

Ray.Crispin@bristol.ac.uk, Tel: +44-117-9546992

For UCC:

Dr Sharon O'Dwyer, University College Cork-National University of Ireland, Cork, Ireland.

S.O'Dwyer@ucc.ie, Tel: +353-21-490-1728

4. Further assurance

Bristol shall at the expense of UCC execute any further documents that may reasonably be required by UCC to register UCC as proprietor of the IP and the Associated Rights.

5. No Warranty as to validity and infringement

Bristol does not warrant or guarantee the validity of the IP or any Associated Rights or that any invention described in the IP does not infringe any valid and subsisting intellectual property or other rights not held by the Bristol.

6. Entire agreement

This Agreement and any document referred to in it sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

7. Governing law and jurisdiction

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

7.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.

8. Exclusion of third party rights

Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

This Agreement has been signed on the date appearing at the head of page 1.

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Schedule 1

Details of the BrainTower IP

1. TradeMark

Filed 02 Feb 2007

Application No. 2445520

Classes 09, 16, 41, 42

2. Design Registration

Filed 13 Feb 2007

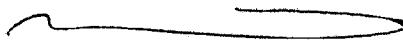
<i>Territory</i>	<i>Application No</i>
EP	000672092 (Granted)
US	29/287465
JP	2007-022126
IN	211482

IP contact:


John Dean, Withers & Rogers LLP, Tel: +44-117-9253030, Fax +44-117-9253530, jdean@withersrogers.com

Signed by
for and on behalf of
The University of Bristol
in the presence of:

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)
)
)



Signature of witness:



Name:

R. J. CRISTIN

Address:

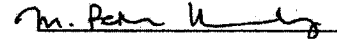
The University of Bristol

Occupation:

Business Support Manager

Signed by
for and on behalf of

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)

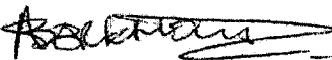


University College Cork-

National University of Ireland, Cork
in the presence of:

)
)

Signature of witness:



Name:

Anne BERKHOUT

Address:

OFFICE OF THE VICE PRESIDENT FOR RESEARCH.
North wing, main quad, UCC.

Occupation:

Executive Assistant.