

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
West Instruments Limited	11/09/2007
<b>RECEIVING PARTY DATA</b>	
Name:	Danaher UK Industries Limited
Street Address:	Chesterfield Road
Internal Address:	Holmewood Business Park, Unit 4
City:	Holmewood, Chesterfield, Derbyshire
State/Country:	UNITED KINGDOM
Postal Code:	S42 5US
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	5488560
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Email:	nptm@nixonpeabody.com
Correspondent Name:	David L. May
Address Line 1:	401 9th Street NW, Suite 900
Address Line 2:	NIXON PEABODY LLP
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004
ATTORNEY DOCKET NUMBER:	032730-35
NAME OF SUBMITTER:	Laura D. Golden
Total Attachments: 7 source=Assignment Document, West-Danaher#page1.tif source=Assignment Document, West-Danaher#page2.tif	

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**PATENT**  
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ASSIGNMENT OF INTELLECTUAL PROPERTY  
RIGHTS

between

West Instruments Limited

and

Danaher UK Industries Limited

AGREEMENT dated

9 NOVEMBER 2007 between:-

- (1) **West Instruments Limited** a company incorporated and registered in England and Wales under the Companies Acts (registered number 00325366) and having its registered office at The Hyde, Brighton, East Sussex BN2 4JU ("**West**"); and
- (2) **Danaher UK Industries Limited**, a company incorporated and registered in England and Wales under the Companies Acts (registered number 06020956) and having its registered office at Unit 4 Holmewood Business Park, Chesterfield Road Holmewood, Chesterfield, Derbyshire S42 5US ("**DUKI**").

WHEREAS:-

- (A) The parties wish to undertake an assignment of any and all intellectual property rights remaining in West to DUKI;
- (B) West has agreed has agreed to assign the Intellectual Property Rights (as defined below) to DUKI in accordance with this Agreement.

NOW THEREFORE it is hereby agreed as follows:-

## **1. Definitions**

1.1 Unless the context otherwise provides, the words and expressions used in this Agreement shall have the following meanings:-

"Effective Date" means the date of execution of this Agreement;

"Intellectual Property" means any and all intellectual property or industrial rights of any description anywhere in the world including without limitation to the foregoing generality any patents, trade marks, domain names, registered designs, copyright including without limitation to the foregoing generality rights in computer software, object and source code, rights in the nature of copyright, database rights, semi-conductor topography rights, unregistered design rights, rights in and to trade names, business names, product names and logos, inventions, databases, discoveries, specifications, formulae, processes, know how, trade secrets, confidential information and any analogous or similar right in any jurisdiction (whether any such rights referred to in the definition are registered, unregistered, registerable or not and any applications or rights to

apply for registration of any of them together with any registered rights resulting from any such applications or rights to apply for registration);

"Intellectual Property Rights"

means (i) Intellectual Property owned by West or to which West is legally entitled anywhere in the world, including but not limited to the Registered IPR; and (ii) Intellectual Property and all rights which come into existence or the right to which comes into existence from the Effective Date, owned by West or to which West is legally entitled anywhere in the world. Reference to "Intellectual Property Rights" means to Intellectual Property Rights as a whole and to any part of the Intellectual Property Rights;

"Registered IPR"

means the patents and trade marks set out in the Schedule; and

"Schedule"

means the schedule which is annexed to and forms part of this Agreement.

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 the singular includes the plural and vice versa;

1.2.2 the clause headings are for reference only and shall not affect the construction or interpretation of this Agreement;

1.2.3 the Schedule annexed hereto is incorporated into and forms part of this Agreement; and

1.2.4 any reference to a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having a separate legal personality.

## **2. Assignment**

2.1 In consideration of the sum of £1 paid by DUKI to West (receipt of which West hereby acknowledges), West, as legal and beneficial owner free from all liens, charges and encumbrances hereby absolutely with effect from the Effective Date:

2.1.1 assigns and transfers to DUKI, West's whole right, title and interest past, present and future in and to the Intellectual Property Rights for the full period during which such rights subsist including without limitation, any and all goodwill attached to the Intellectual Property Rights;

2.1.2 assigns to DUKI, the rights, powers, privileges and immunities conferred on the proprietor of the Intellectual Property Rights and all rights of action, actual or contingent in respect of any past, existing or future infringements of the Intellectual Property Rights; and

2.1.3 irrevocably waives in favour of DUKI any and all Moral Rights, as defined in Chapter IV of the Copyright Designs and Patents Act 1988 and any similar rights under any other jurisdiction, West may have in the Intellectual Property Rights in so far as West may lawfully do so.

### **3. Further Assurances**

- 3.1 West hereby authorises and requests (if and where appropriate) any official of any country whose duty it is to register Intellectual Property (or other evidence or forms for industrial and/or Intellectual Property protection including applications for registration) on application being made by DUKI pursuant to this Agreement, to issue same to DUKI and its successors and assignees; and
- 3.2 West shall do or shall procure that there shall be done all acts, assurances and things, shall execute or shall procure execution of such assignments, forms, authorisations, documents and deeds and shall make, swear, or procure that there shall be made or sworn any declaration or oath as may be required to give the full benefit of this Agreement to DUKI.

### **4. Governing Law**

This Agreement shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the English courts.

**This is the Schedule referred to in the foregoing Assignment of Intellectual Property Rights by West Instruments Limited in favour of Danaher UK Industries Limited**

**SCHEDULE**

**Registered IPR**

**Trade Marks**

Mark	Registration Number	Territory	Classes
West	1,263,857	UK	9
West	2,499,051	EU - Community Trade Mark	9, 42
West	76-359860	US	9, US 21,23,26,36,38
West	125523	Ireland	9

**Patents**

Patent Title	Family Number	Publication Number	Publication Date	Application Number	Application Date
Apparatus for and method of controlling a process	12372612 (US5488560 A)	GB2279777 A1	19950111	GB19930013534	19930630
		GB 2279777 B2	19970716	GB19930013534	19930630
		GB9313534 A0	19930811	GB19930013534	19930630
		US5488560 A	19960130	US19930 108622	19930827

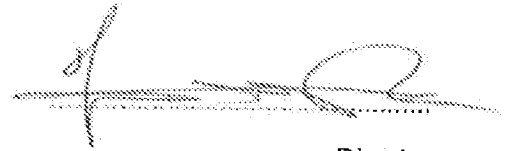
IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorised representatives and delivered on the date first above written.

Signed by

Ireneusz Zygmunt Eligiusz Tomaszewski

for and on behalf of

**WEST INSTRUMENTS LIMITED**



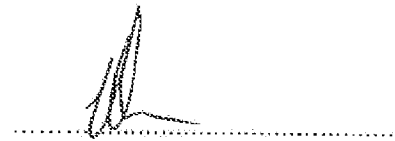
Director

Signed by

Keith Ward

for and on behalf of

**DANAHER UK INDUSTRIES LIMITED**



Director



