

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmatory Assignment
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
MHS Electronics UK Limited	06/30/2009
<b>RECEIVING PARTY DATA</b>	
Name:	JSFM Consulting Limited
Street Address:	Courtney House, 43 Wragby Road
City:	Sudbrooke Lincoln
State/Country:	UNITED KINGDOM
Postal Code:	LN2 2QU
<b>PROPERTY NUMBERS Total: 4</b>	
Property Type	Number
Patent Number:	6436780
Patent Number:	6222249
Patent Number:	6617223
Patent Number:	6787876
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(937)443-6635
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	937-443-6600
Email:	ipdocket@thompsonhine.com
Correspondent Name:	Steven J. Elleman
Address Line 1:	P.O. Box 8801
Address Line 2:	2000 Courthouse Plaza NE
Address Line 4:	Dayton, OHIO 45401-8801
ATTORNEY DOCKET NUMBER:	534334-00025
NAME OF SUBMITTER:	Steven J. Elleman

OP \$160.00 6436780

**500917831**

**PATENT  
 REEL: 022990 FRAME: 0542**

**Total Attachments: 10**

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## CONFIRMATORY ASSIGNMENT

This Assignment is made this **30** day of **June** 2009, between:

1. MHS Electronics UK Limited (In Administration) (Company No: 0650049), a company incorporated in England and Wales of One Victoria Street, Bristol, BS1 6AA (hereinafter referred to as the Assignor);
2. JSFM Consulting Limited (Company No: 05437224) a company incorporated in England and Wales of Courtney House, 43 Wragby Road, Sudbrooke Lincoln LN2 2QU (hereinafter referred to as the Assignee); and
3. GRAHAM DAVID RANDALL and SIMON EDWARD JEX GIRLING both of BDO Stoy Hayward, One Victoria Street, Bristol, BS1 6AA ("the Administrators").

### **Recitals**

- (A) The Administrators were appointed joint administrators of the Assignor (with power to act severally) on 26<sup>th</sup> February 2009 pursuant to paragraph 2.2 of Schedule B1 to the Insolvency Act 1986.
- (B) The Assignor has agreed to assign whatever right, title, interest the Assignor may have in the Patents set out in the Schedule hereto (hereinafter referred to as the Patents) relating to the inventions contained therein.
- (C) Pursuant to the terms of the Asset Sale Agreement dated 30<sup>th</sup> April 2009 ('the Asset Sale Agreement') and made between the Assignor, the Assignee and the Administrators, the Assignor has agreed to assign to the Assignee such right title and interest as the Assignor has in the Patents on the terms set out below.

### **1. Assignment**

- 1.1 In consideration of the Assignee paying the consideration as defined in the Asset Sale Agreement to the Assignor (receipt of which is hereby

acknowledged by the Assignor) the Assignor hereby assigns to the Assignee such right, title and interest as the Assignor may have in the Patents.

- 1.2 The Assignor confirms that the Assignee shall be entitled to sue for past infringements of the rights assigned in clause 1.1 and to retain any damages obtained as a result of such action.

## **2. Exclusions**

No covenant for title or title guarantee of any sort shall be implied into this Deed and for the avoidance of doubt the exclusions and limitations contained in the Asset Sale Agreement (including without limitation clauses 12, 14 and 15) relating to the Assets as defined in that agreement shall take effect and shall be incorporated (so far as relevant) as if set out in full in this clause.

## **3. Administrators Exclusion of Personal Liability**

- 3.1 Nothing in this Deed shall operate to restrict or affect in any way any right of the Administrators to an indemnity or a lien whether under the Insolvency Act 1986 or otherwise.

- 3.2 The Administrators are entering into and signing this Deed as agents for the Assignor and neither they nor any of their partners, firm, employer or employees nor any of their employer's members, agents or group undertakings shall incur any personal liability whatsoever in respect of any matter referred to in this Deed and, without prejudice to the generality of the foregoing, in respect of any of the obligations undertaken by the Assignor or in respect of any failure on the part of the Assignor to observe, perform or comply with any such obligations or in relation to any associated arrangements or negotiations whether such liability would arise under the Insolvency Act 1986 or otherwise. Furthermore, the Assignee acknowledges that:

- 3.2.1 whenever and wherever in this Deed it has agreed to indemnify any person it shall also indemnify any firm, partner, employee, agent,

adviser or representative of such person to the same extent and in the same regard; and

3.2.2 for the avoidance of doubt, the statutory charge in paragraph 99 of Schedule B1 to the Insolvency Act 1986 shall not apply to any breach by the Assignor of its obligations under this Deed.

3.3 This Deed is intended to take effect as a Deed notwithstanding that it has been signed by the Administrators under hand only.

#### **4. Third Parties**

A person who is not party to this deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

#### **5. Governing Law and Jurisdiction**

5.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

5.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS this Deed has been executed and delivered on the date appearing at the beginning of it.

Executed as a deed but not )  
delivered until the date hereof by )  
MHS Electronics UK Limited )  
(In Administration) acting by its joint )  
Administrator [G. RANDALL] without )  
personal liability in the presence of: )

*[Signature]*

Witness signature:

Witness Name:

Witness Address:

Witness Occupation:

*[Signature]* Administrator

MARK ROACH

BDO STOY HAYWARD LLP  
ONE VICTORIA STREET  
BRISTOL BS1 6AA

ACCOUNTANT.

Executed as a deed but not )  
delivered until the date hereof by )  
JSFM Consulting Limited acting by: )  
[ )  
A director in the presence of )

Director

Witness signature:

Witness Name:

Witness Address:

Witness Occupation:

SIGNED by )  
GRAHAM DAVID RANDALL )  
For and on behalf of himself and )  
SIMON GIRLING )  
Without personal liability )

*[Signature]*

SCHEDULE

Schedule to assignment dated this **30** day of **June** 2009, between:

MHS Electronics UK Limited (1) JSFM Consulting Limited (2) and Graham David Randall and Simon Edward Jex Girling (3)

The Patents included in the assignment are the following:

US6617223
US6222249
US6436780
US6787876

## CONFIRMATORY ASSIGNMENT

This Assignment is made this 30 day of June, 2009, between:

1. MHS Electronics UK Limited (In Administration) (Company No: 0650049), a company incorporated in England and Wales of One Victoria Street, Bristol, BS1 6AA (hereinafter referred to as the Assignor);
2. JSFM Consulting Limited (Company No: 05437224) a company incorporated in England and Wales of Courtney House, 43 Wragby Road, Sudbrooke Lincoln LN2 2QU (hereinafter referred to as the Assignee); and
3. GRAHAM DAVID RANDALL and SIMON EDWARD JEX GIRLING both of BDO Stoy Hayward, One Victoria Street, Bristol, BS1 6AA ("the Administrators").

### **Recitals**

- (A) The Administrators were appointed joint administrators of the Assignor (with power to act severally) on 26<sup>th</sup> February 2009 pursuant to paragraph 2.2 of Schedule B1 to the Insolvency Act 1986.
- (B) The Assignor has agreed to assign whatever right, title, interest the Assignor may have in the Patents set out in the Schedule hereto (hereinafter referred to as the Patents) relating to the inventions contained therein.
- (C) Pursuant to the terms of the Asset Sale Agreement dated 30<sup>th</sup> April 2009 ('the Asset Sale Agreement') and made between the Assignor, the Assignee and the Administrators, the Assignor has agreed to assign to the Assignee such right title and interest as the Assignor has in the Patents on the terms set out below.

### **1. Assignment**

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acknowledged by the Assignor) the Assignor hereby assigns to the Assignee such right, title and interest as the Assignor may have in the Patents.

- 1.2 The Assignor confirms that the Assignee shall be entitled to sue for past infringements of the rights assigned in clause 1.1 and to retain any damages obtained as a result of such action.

**2. Exclusions**

No covenant for title or title guarantee of any sort shall be implied into this Deed and for the avoidance of doubt the exclusions and limitations contained in the Asset Sale Agreement (including without limitation clauses 12, 14 and 15) relating to the Assets as defined in that agreement shall take effect and shall be incorporated (so far as relevant) as if set out in full in this clause.

**3. Administrators Exclusion of Personal Liability**

- 3.1 Nothing in this Deed shall operate to restrict or affect in any way any right of the Administrators to an indemnity or a lien whether under the Insolvency Act 1986 or otherwise.

- 3.2 The Administrators are entering into and signing this Deed as agents for the Assignor and neither they nor any of their partners, firm, employer or employees nor any of their employer's members, agents or group undertakings shall incur any personal liability whatsoever in respect of any matter referred to in this Deed and, without prejudice to the generality of the foregoing, in respect of any of the obligations undertaken by the Assignor or in respect of any failure on the part of the Assignor to observe, perform or comply with any such obligations or in relation to any associated arrangements or negotiations whether such liability would arise under the Insolvency Act 1986 or otherwise. Furthermore, the Assignee acknowledges that:

- 3.2.1 whenever and wherever in this Deed it has agreed to indemnify any person it shall also indemnify any firm, partner, employee, agent,

adviser or representative of such person to the same extent and in the same regard; and

3.2.2 for the avoidance of doubt, the statutory charge in paragraph 99 of Schedule B1 to the Insolvency Act 1986 shall not apply to any breach by the Assignor of its obligations under this Deed.

3.3 This Deed is intended to take effect as a Deed notwithstanding that it has been signed by the Administrators under hand only.

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5.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS this Deed has been executed and delivered on the date appearing at the beginning of it.

Executed as a deed but not )  
delivered until the date hereof by )  
MHS Electronics UK Limited )  
(In Administration) acting by its joint )  
Administrator [ ] without )  
personal liability in the presence of: )

Administrator

Witness signature:

Witness Name:

Witness Address:

Witness Occupation:

Executed as a deed but not )  
delivered until the date hereof by )  
JSFM Consulting Limited acting by: )  
[MICHAEL FOIE ] )  
A director in the presence of )



Director

Witness signature:



Witness Name: LOUISE PEPPERDINE

Witness Address:

Witness Occupation:

Louise Pepperdine  
Solicitor  
Adie O'Reilly LLP  
3 The Landings  
Burton Waters  
Lincoln  
LN1 2TU

SIGNED by )  
For and on behalf of himself and )  
Without personal liability )

SCHEDULE

Schedule to assignment dated this 30 day of June 2009, between:

MHS Electronics UK Limited (1) JSFM Consulting Limited (2) and Graham David Randall and Simon Edward Jex Girling (3)

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