

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Imperial College of Science, Technology and Medicine	08/11/2003
RECEIVING PARTY DATA	
Name:	Imperial College Innovations Ltd.
Street Address:	Sherfield Building
Internal Address:	Imperial College
City:	London, SW7 2AZ
State/Country:	UNITED KINGDOM
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	10168311
Patent Number:	6039754
Patent Number:	7326240
Patent Number:	6554856
CORRESPONDENCE DATA	
Fax Number:	(216)363-9001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Jay F. Moldovanyi
Address Line 1:	1228 Euclid Ave 5th Flr
Address Line 4:	Cleveland, OHIO 44115
ATTORNEY DOCKET NUMBER:	DEHN 000006
NAME OF SUBMITTER:	Jay F. Moldovanyi
Total Attachments: 9	

OP \$160.00 10168311

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**PATENT
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1234-003
2506**COPY****ASSIGNMENT**THIS DEED dated 11th August 2003 2003 is between:

- (1) Professor Colin Caro of 7 Parkfields, London, SW15 6NH ("Prof Caro");
- (2) Dr Denis Doorly of 17 Clarence Road, London, SW19 8QF ("Dr Doorly");
- (3) Dr Mary McLean of 15 Capell Road, Chorleywood, Rickmansworth, WD3 5HY ("Dr McLean");
- (4) Dr Spencer Sherwin of 20 Killyon Road, London, SW8 2XT ("Dr Sherwin");
- (5) Dr Brian Falzon of 30 Evelyn Gardens, London, SW7 3BG ("Dr Falzon");
- (6) Mr Nicholas Watkins of 37 Addison Road, London, W14 8JH ("Mr Watkins");
- (7) Mr Philip Birch of Old Pockford Cottage, Vann Lane, Chiddingfold, Surrey, GU8 4XU ("Mr Birch");
- (8) Imperial College of Science, Technology and Medicine of London, SW7 2AZ ("ICSTM"); and
- (9) Imperial College Innovations Ltd, whose registered office is at Sherfield Building, Imperial College, London, SW7 2AZ ("ICIL").

WHEREAS:

- A. Prof Caro, Dr Doorly, Dr McLean, Dr Sherwin, Dr Falzon, Mr Watkins and Mr Birch (collectively "the Inventors") have jointly generated the Intellectual Property (as defined below).
- B. At the time of their respective contributions to the Intellectual Property Prof Caro, Dr Doorly, Dr McLean, Dr Sherwin, Dr Falzon and Mr Watkins (collectively "the Imperial Inventors") were full-time employees of ICSTM, and consequently their contributions to the Intellectual Property belong to ICSTM pursuant to section 39 of the Patents Act 1977.
- C. At the time of his contribution to the Intellectual Property Mr Birch was engaged as a consultant to ICIL, and Mr Birch is prepared to assign his contribution to the Intellectual Property to ICIL.
- D. In order to further the commercial exploitation of the Intellectual Property, the Inventors and ICSTM have agreed to assign to ICIL all their right, title and interest in and to the Intellectual Property.

THIS DEED OF ASSIGNMENT WITNESSES as follows:

1. In this Assignment, the following terms shall have the following meanings:

- "Intellectual Property"** means the Know-how, the Patents and the Inventions;
- "Inventions"** means the inventions disclosed by the Patents;
- "Know-how"** means technical information that is secret, substantial and which relates directly to the Inventions;
- "Patents"** means the patent applications identified in the attached Schedule and all patents, patent applications and other intellectual property rights that derive priority from the patent applications in the Schedule in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions).

2. The Inventors warrant that they are the sole contributors to the Intellectual Property.

3. The Imperial Inventors acknowledge that their contributions to the Intellectual Property were made in the course of their normal duties as employees of ICSTM and that 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 ICSTM pursuant to Section 39 of the Patents Act 1977. To the extent that any of the Imperial Inventors own any rights in the Intellectual Property they hereby assign the same to ICIL on the same terms as set out at clause 5 below.

4. The Inventors and ICSTM covenant with ICIL that they have not assigned or agreed to assign the Intellectual Property to any person, company or undertaking other than ICIL, or otherwise encumbered the Intellectual Property.

5. Assignment

5.1 ICSTM and Mr Birch hereby assign and transfer to ICIL absolutely and with full title guarantee:

- (a) all the right, title and interest in and to the Intellectual Property, including all rights, privileges and advantages attaching to the Intellectual Property and in particular all patents and other intellectual property that may be granted pursuant to the Patents as well as all patents and other intellectual property that may derive priority from or have equivalent claims to the Patents in any country of the world (and 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) the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any of the Intellectual Property whether committed on, before or after the date of this Agreement;
- (c) all rights of ownership of any materials that form part of the Intellectual Property; and
- (d) the full, unfettered and exclusive right throughout the world to use the Intellectual Property for any purpose whatsoever.

5.2 The Inventors and ICSTM shall each execute such documents and give such reasonable assistance as ICIL may require:

- (a) to secure the vesting in ICIL or its nominees of all rights in the Intellectual Property;
- (b) to uphold ICIL's rights in the Intellectual Property; and
- (c) to defeat any challenge to the validity of, and resolve any questions concerning, the Intellectual Property.

6. The Inventors and ICSTM hereby irrevocably appoint ICIL as their attorney in their name to execute any document and do any act or thing which may be necessary to comply with the provisions of clause 5 above.

7. The Inventors and ICSTM hereby agree not, without the prior written consent of ICIL, to communicate or otherwise make available the Know-how to any third party nor use the Know-how for any commercial purpose.

8. The validity, construction and performance of this Agreement shall be governed by English law, and the parties submit to the 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 Colin Caro in the presence of a witness and delivered upon signature:

Colin Caro

.....
Professor Colin Caro

William Rayner

.....
witness signature

W N RAYNER

.....
witness name

124 Aberdeen Park, London, N5 2BA

.....
witness address

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

Denis Doorly

.....
Dr Denis Doorly

William Rayner

.....
witness signature

W N RAYNER

.....
witness name

124 Aberdeen Park, London, N5 2BA

.....
witness address

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

Mary McLean
.....
Dr Mary McLean

[Signature]
.....
witness signature

P. A. HITCHINGS
.....
witness name

44 Beech Lane, Earley, Reading, Berks RG6 5PT
.....
witness address

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

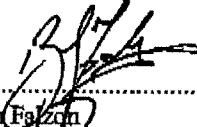
[Signature]
.....
Dr Spencer Sherwin

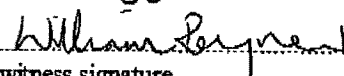
[Signature]
.....
witness signature

B C GRAVES
.....
witness name

CLOCK COTTAGE, STUD GREEN
.....
witness address *HOLYPORT*
BERKS SL6 2JH.

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

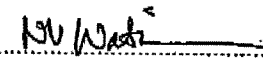

.....
Dr Brian Falzon


.....
witness signature

W N RAYNER
.....
witness name

24 Aberdeen Park, London, N5 2BA
.....
witness address

Signed as a Deed by Mr Nicholas Watkins in the presence of a witness and delivered upon signature:


.....
Mr Nicholas Watkins


.....
witness signature

W N RAYNER
.....
witness name

24 Aberdeen Park, London, N5 2BA
.....
witness address

Signed as a Deed by Mr Philip Birch in the presence of a witness and delivered upon signature:

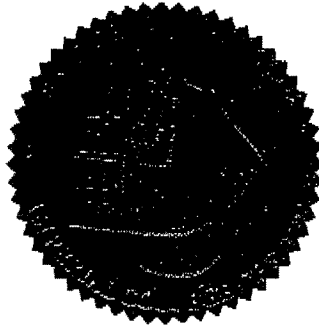
[Handwritten signature of Philip Birch]
.....
Mr Philip Birch

[Handwritten witness signature]
.....
witness signature

A. PATTERSON
.....
witness name

DUNN & WHITNEY, 21 LILTON RT, GARDON EC2M 8SD
.....
witness address

Executed and delivered as a Deed by)
Imperial College of Science, Technology)
and Medicine, the Common Seal of which)
was affixed hereto in the presence of)
two authorized signatories)



Signed *[Handwritten signature]*

Signed *[Handwritten signature]*

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

Signed *[Handwritten signature]*

Signed *[Handwritten signature]*

SCHEDULE

The Patents

Application No.	Filing Date	Subject
PCT/GB94/02023	16 Sept 1994	Vascular prosthesis to generate non-planar flow
PCT/GB95/02959	18 Dec 1995	Canula to generate swirl flow
PCT/GB98/01529	27 May 1998	Stent to generate non-planar flow at bypass graft anastomoses
PCT/GB99/03999	30 Nov 1999	Stent to generate non-planar flow
PCT/GB00/04946	21 Dec 2000	Helical wire stent
GB0306176.9	18 Mar 2003	Small Amplitude Helical Technology
[not yet allocated]	18 July 2003 21	SMAHT stent & deployment Title: "Stent" Applicant: ICIL
[not yet allocated]	18 July 2003 21	SMAHT stent & deployment Title: "Tubing" Applicant: ICIL