

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Richard Syms	04/27/2006
Eric Yeatman	04/27/2006
RECEIVING PARTY DATA	
Name:	Imperial College of Science, Technology and Medicine
Street Address:	South Kensington Campus
City:	London
State/Country:	UNITED KINGDOM
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11700395
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Total Attachments: 6 source=Assignment_Syms_Yeatman_Imperial_004006_P0013#page1.tif source=Assignment_Syms_Yeatman_Imperial_004006_P0013#page2.tif source=Assignment_Syms_Yeatman_Imperial_004006_P0013#page3.tif	

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THIS DEED OF ASSIGNMENT dated 27 Apr. 1 2006 is between:

- (1) Professor Richard Syme, whose address is 59 Woodstock Avenue, London, W13 9UQ ("Professor Syme");
- (2) Professor Eric Yeatman, whose address is 46A Prince of Wales Drive, London SW11 4SF ("Professor Yeatman");
- (3) Imperial College of Science, Technology and Medicine, whose address is London, SW7 2AZ ("ICSTM"); and
- (4) Imperial Innovations Ltd, whose registered office is at Level 12, Electrical and Electronic Engineering Building, Imperial College London, London, SW7 2AZ ("Innovations").

WHEREAS:

- A. In the course of their normal employment duties for ICSTM, Professor Syme and Professor Yeatman have created the Intellectual Property (as defined below). Consequently the Intellectual Property belongs to ICSTM pursuant to section 39 of the Patents Act 1977.
- B. Professor Syme and Professor Yeatman have agreed to assign to ICSTM all their right, title and interest in the Intellectual Property subject to the provisions of this Assignment.
- C. ICSTM has agreed to assign to Innovations all its right, title and interest in the Intellectual Property subject to the provisions of this Assignment.

THIS DEED OF ASSIGNMENT WITNESSES as follows:

1. Definitions

In this Assignment the following words shall have the following meanings:

Intellectual Property	the Technology and the Patents.
Technology	any and all inventions, technology, materials and know-how relating to the areas described in the attached Schedule and which have been developed by Professor Syme and Professor Yeatman, and all rights in such inventions, technology, materials and know-how.
Patents	the patent applications identified in the attached Schedule and any future patents and patent applications which are based upon or derive priority from those listed in the Schedule.

2. Professor Syms and Professor Yeatman warrant that they are the sole creators of the Intellectual Property.
3. Professor Syms and Professor Yeatman agree and acknowledges that the Intellectual Property was created in the course of their normal duties as an employee of ICSTM and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of their duties and that consequently the Intellectual Property belongs to ICSTM pursuant to section 39 of the Patents Act 1977. To the extent that they own any rights in the Intellectual Property they each assign such rights to ICSTM under clause 5 below.
4. ICSTM and Professor Syms and Professor Yeatman covenant with Innovations that they have not assigned or agreed to assign the Intellectual Property to any person, company or undertaking other than Innovations or ICSTM or otherwise encumbered the Intellectual Property.
5. **Assignment**
 - 5.1 In consideration of the sum of £1 now paid by ICSTM to each of Professor Syms and Professor Yeatman (the receipt of which Professor Syms and Professor Yeatman hereby acknowledge), Professor Syms and Professor Yeatman hereby assign and transfer to ICSTM absolutely and with full title guarantee all their right, title and interest in the Intellectual Property.
 - 5.2 In consideration of the sum of £1 now paid by Innovations to ICSTM (the receipt of which ICSTM hereby acknowledges), ICSTM hereby assigns and transfers to Innovations absolutely and with full title guarantee all its right, title and interest in the Intellectual Property (including, for the avoidance of doubt, all such right, title and interest as ICSTM may acquire from Professor Syms or Professor Yeatman under clause 5.1 above).
 - 5.3 The assignments effected by this clause 5 shall include, without limitation, the assignment and transfer of:
 - (a) all patents and other intellectual property that may be granted pursuant to the applications listed in the attached Schedule, as well as all patents and other intellectual property that may derive priority from or have equivalent claims to or be based upon the Intellectual Property 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; and
 - (b) all rights of action, powers and benefits arising from ownership of the Intellectual Property, including without limitation the right to sue for damages and other legal

and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment; and

- (c) all rights of ownership of any materials that form part of the Intellectual Property, including without limitation any cell-lines, antibodies or other materials.
6. Professor Syms and Professor Yeatman and ICSTM shall each execute such documents and give such assistance as Innovations may require:
- (a) to secure the vesting in Innovations of all their rights in the Intellectual Property;
 - (b) to uphold Innovations's rights in the Intellectual Property; and
 - (c) to defeat any challenge to the validity of, and resolve any questions concerning, the Intellectual Property.
7. Professor Syms and Professor Yeatman and ICSTM hereby irrevocably appoint Innovations 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 6 above.
8. The validity, construction and performance of this Assignment shall be governed by English law, and Professor Syms, Professor Yeatman, ICSTM and Innovations 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 Syms in the presence of a witness and delivered upon signature:

R.R. A. Syms
Professor Richard Syms

Andrew Holmes
witness signature

A.S. Holmes
witness name

84 DUNMOUTH RD, LONDON,
witness address SW6 4RT

Signed as a Deed by Professor Yeatman in the presence of a witness and delivered upon signature:

Eric Yeatman
Professor Eric Yeatman

Andrew Holmes
witness signature

A.S. Holmes
witness name

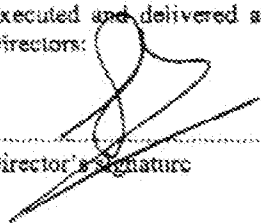
84 DUNMOUTH RD, LONDON,
witness address SW6 4RT

The Common Seal of Imperial College of
Science, Technology and Medicine was
affixed hereto, in the presence of two
authorised signatories)
)
)
)

Signed.....W. B. B. B.

Signed.....W. B. B. B.

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


Director's signature


Director's signature

SCHEDULE**The Patents**

Country	Subject	Application date	Application no.
United Kingdom	Planar Micromachined Valve And Thermal Desorber	31 January 2006	GB0601902.0

The Technology

A micromachined preconcentrator, a device for increasing the concentration of a dilute analyte in a gas stream before admitting the gas into a mass spectrometer or similar instrument for analysis. The device comprises a system of valves, adsorbent materials for the analyte, and a method for thermally releasing the analyte from the adsorber.