

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mark Thomas O'Connell	06/29/2009
Stewart Jeffrey Block	06/29/2009
RECEIVING PARTY DATA	
Name:	Probe Scientific Limited
Street Address:	Alexandra Park Road, Muswell Hill
Internal Address:	Cornel Associates
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	N10 2DP
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12443449
CORRESPONDENCE DATA	
Fax Number:	(503)595-5301
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5035955300
Email:	adrienne.chocholak@klarquist.com
Correspondent Name:	Klarquist Sparkman, LLP
Address Line 1:	121 SW Salmon St., Ste. 1600
Address Line 2:	One World Trade Center
Address Line 4:	Portland, OREGON 97204
ATTORNEY DOCKET NUMBER:	739-82918-01
NAME OF SUBMITTER:	William D. Noonan

Total Attachments: 9
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**PATENT
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THIS DEED is made *29 June* 2009

BETWEEN

- (1) **MARK THOMAS O'CONNELL** of 23 Gordon Close, Little Paxton, St Neots, Huntingdon, Cambridgeshire, PE19 6PF and **STEWART JEFFREY BLOCK** of 8 Hill Top, Hampstead Garden Suburb, London, NW11 6EE (the "Assignors"); and
- (2) **PROBE SCIENTIFIC LIMITED**, a company registered in England and Wales (company number 3598449), whose registered office is at Cornel Associates, Alexandra Park Road, Muswell Hill, London, N10 2DP (the "Assignee").

RECITALS:

- (A) The Assignors have applied for the patent application listed in the schedule to this Assignment (the "Patent Application").
- (B) The Assignors have agreed to assign the Patent Application to the Assignee on the terms set out in this Assignment.

TERMS AGREED

1 Interpretation

- 1.1 In this assignment the words "include", "includes" and "including" shall be construed without limitation and reference to the whole shall include reference to part.
- 1.2 The headings in this assignment and for reference only and do not affect interpretation or construction.

2 Assignment

In consideration of the payment of the sum of one pound (£1.00) by the Assignee to the Assignors (the receipt of which is hereby acknowledged by the Assignors) the Assignors hereby assign absolutely to the Assignee with full title guarantee (including by way of present assignment of future rights) the Patent Application as well as all rights and interests in respect of it and patents that may derive priority from or have equivalent claims to or be based on the Patents Applications in any country of the world (and references to Patent Application shall be deemed to include all such property) including:

- (a) 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 the Patent Application whether committed before or after the date of this Assignment;
- (b) and the absolute entitlement to any patents granted pursuant to the Patent Application for the full term of the patents; and
- (c) the right to apply for, prosecute and obtain patents or similar protection throughout the world in respect of the whole or any part of the Patent Application, including the right to claim priority from such Patent Application to the intent that any protection shall be in the name of and vest in the Assignee,

in each case to the extent (if any) to which such rights do not already belong to the Assignee.

3 **Warranties**

The Assignors each warrant that:

- 3.1 he has not been and is not currently a party to any agreement or understanding, whether oral or written, which would in any manner be inconsistent with the assignment or rights provided for in this Assignment; and
- 3.2 subsequent to the execution of this Assignment he shall not enter into any agreement or understanding, oral or written, nor engage in any activity, which would in any manner be inconsistent with the provisions of this Assignment.

4 **Further assurance**

- 4.1 Each of the Assignors hereby covenants with the Assignee that he shall, at the expense of the Assignee, execute and sign all instruments, applications and documents and do all such acts and things as may reasonably be required by the Assignee to enable the Assignee or its nominee to enjoy the full benefit of the rights assigned by this Assignment.
- 4.2 Each of the Assignors hereby irrevocably appoints the Assignee to be his attorney to execute and do any such instrument or thing and generally to use his name for the purpose of giving the Assignee the benefit of this Assignment. Each Assignor acknowledges in favour of a third party that a certificate in writing signed by any director or the secretary of the Assignee that any instrument or act falls within the authority conferred by this Assignment shall be conclusive evidence that such is the case.

5 **Joint and several liability**

- 5.1 The Assignors shall be jointly and severally liable for their respective obligations and liabilities arising under this Assignment.
- 5.2 The Assignee may take action against, or release or compromise the liability of, any Assignor, or grant time or other indulgence, without affecting the liability of any other Assignor

6 **Governing law**

- 6.1 This Assignment is governed by English Law.
- 6.2 The parties to this Assignment irrevocably agree, for the sole benefit of the Assignee that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Assignment or its subject matter or formation (including non-contractual claims). Nothing in this clause shall limit the right of the Assignee to take proceedings against the Assignors in any other court or competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.


Schedule - Patent Application

Title - Molecular Exchange Device
Application number - PCT/GB2007/003695

IN WITNESS whereof the Assignors have executed this Assignment as a deed and it is hereby delivered on the day and year first before written.

EXECUTED AND DELIVERED AS A DEED by
MARK THOMAS O'CONNELL

In the presence of:

) signed under a power of
) attorney by Denis Long
) 


.....
Witness signature

MARIA WINSON.....
Witness name

76 MEADWAY
BARNET ENTS SLD.....
Witness address

ACCOUNTS ASSISTANT.....
Witness occupation

EXECUTED AND DELIVERED AS A DEED by
STEWART JEFFREY BLOCK

In the presence of:

)
)
)

.....
Witness signature

.....
Witness name

.....
Witness address

.....
Witness occupation

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IN WITNESS whereof the Assignors have executed this Assignment as a deed and it is hereby delivered on the day and year first before written.

EXECUTED AND DELIVERED AS A DEED by)
MARK THOMAS O'CONNELL)
In the presence of:)

.....
Witness signature

.....
Witness name

.....
Witness address

.....
Witness occupation

EXECUTED AND DELIVERED AS A DEED by)
STEWART JEFFREY BLOCK)
In the presence of:)

.....
Witness signature

KEITH PURDIE
Witness name

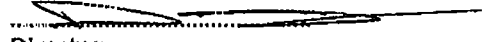
9 HOME CLOSE
SHARONBROOK BEDS NORTH IR
Witness address

BUSINESS DEVELOPMENT OFFICER
Witness occupation

[Signature]
D. N. SMITH PoA S. BLOCK

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EXECUTED AND DELIVERED AS A DEED BY
PROBE SCIENTIFIC LIMITED acting by


Director

a director, in the presence of:


Witness signature

MARIA WILSON
Witness name

76 MEADWAY
BARNET, EN5 5LB
Witness address

ACCOUNTS ASSISTANT
Witness occupation

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POWER OF ATTORNEY

I, **STEWART JEFFREY BLOCK** of 8 Hill Top, London, NW11 6EE **HEREBY APPOINT** each of **PAUL NIALL JENKINSON** of 23A Claremont Square, London, N1 9LX and **DAVID NEIL SMITH** of 25 Home Close, Greens Norton, Northamptonshire, NN12 8AY jointly and severally to be my true and lawful attorney for me in my name (or in my attorney's name) and on my behalf to do and perform any acts and things which my attorney may in his absolute discretion consider necessary or desirable to be done and performed by me and to give such consents as might in the opinion of my attorney be required or appropriate to be signed, initialled, executed and given by me and to execute and sign any deeds, documents, agreements and Instruments which my attorney may in his absolute discretion consider necessary or desirable to be executed or signed by me as a shareholder in Probe Scientific Limited (registered number 03598449) (the "**Company**") or otherwise in connection with the proposed Investment (the "**Investment**") in the Company by, *inter alia*, Catapult Venture Managers Limited and The Advantage Enterprise & Innovation Fund Limited Partnership (the "**Fund**") **AND IN PARTICULAR** but without prejudice to the generality of the foregoing to agree the form and content of and to sign, execute, do, give or perform on my behalf and in my name:

- (a) an Investment Agreement together with any agreement, deed, stock transfer form, release, waiver, consent or other document requiring my approval or signature or execution by me in relation to all matters in connection with or in preparation for or arising out of the Investment;
- (b) any consent to the holding on short notice of a meeting or meetings of the members of the Company or of any class thereof;
- (c) the appointment of any person to act as my proxy at any such meeting as referred to in (b) above;
- (d) any written resolution of the members of the Company or any class thereof;
- (e) any assignment of patents, patent applications and/or any other Intellectual property rights;
- (f) any appointment of any other person to be my true and lawful attorney for all or any of the purposes aforesaid; and
- (g) any other deed, document, agreement, Instrument, act, matter or thing desirable or necessary to be completed, signed, approved or effected by me in connection with the Investment.

I HEREBY UNDERTAKE to ratify whatever my attorney shall do or lawfully cause to be done hereunder and to indemnify my attorney and keep my attorney fully indemnified against all claims, costs and expenses which my attorney may suffer as a result thereof.

THIS POWER OF ATTORNEY shall be Irrevocable for a period of six calendar months from the date hereof and shall be governed by and construed in accordance with English Law.

IN WITNESS whereof I have executed and delivered this power of attorney (which shall take effect as a deed) on 26 / 6 2009.

EXECUTED AND DELIVERED AS A DEED by **STEWART JEFFREY BLOCK** in the presence of:

)
)
) *Stewart Jeffrey Block*

Maria Winson

Witness signature

MARIA WINSON

Witness name

76 MEADWAY, BARNET, EN5 5LB

Witness address

ACCOUNTS ASSISTANT

Witness occupation

Dated: 26th June 2009

POWER OF ATTORNEY

I, **MARK THOMAS O'CONNELL** of 23 Gordon Close, Little Paxton, St Neots, Huntingdon, Cambridgeshire, PE19 6PF **HEREBY APPOINT DENIS CORNEL LONERGAN** of 83 Dukes Avenue, Muswell Hill, London, N10 2QD to be my true and lawful attorney for me in my name (or in my attorney's name) and on my behalf to do and perform any acts and things which my attorney may in his absolute discretion consider necessary or desirable to be done and performed by me and to give such consents as might in the opinion of my attorney be required or appropriate to be signed, initialed, executed and given by me and to execute and sign any deeds, documents, agreements and Instruments which my attorney may in his absolute discretion consider necessary or desirable to be executed or signed by me as a shareholder in Probe Scientific Limited (registered number 03598449) (the "**Company**") or otherwise in connection with the proposed investment (the "**Investment**") in the Company by Catapult Venture Managers Limited and The Advantage Enterprise & Innovation Fund Limited Partnership (the "**Fund**") **AND IN PARTICULAR** but without prejudice to the generality of the foregoing to agree the form and content of and to sign, execute, do, give or perform on my behalf and in my name:

- (a) an Investment Agreement together with any agreement, deed, stock transfer form, release, waiver, consent or other document requiring my approval or signature or execution by me in relation to all matters in connection with or in preparation for or arising out of the Investment;
- (b) any consent to the holding on short notice of a meeting or meetings of the members of the Company or of any class thereof;
- (c) the appointment of any person to act as my proxy at any such meeting as referred to in (b) above;
- (d) any written resolution of the members of the Company or any class thereof;
- (e) any appointment of any other person to be my true and lawful attorney for all or any of the purposes aforesaid; and
- (f) any other deed, document, agreement, instrument, act, matter or thing desirable or necessary to be completed, signed, approved or effected by me in connection with the Investment.

I HEREBY UNDERTAKE to ratify whatever my attorney shall do or lawfully cause to be done hereunder and to indemnify my attorney and keep my attorney fully indemnified against all claims, costs and expenses which my attorney may suffer as a result thereof.

THIS POWER OF ATTORNEY shall be irrevocable for a period of six calendar months from the date hereof and shall be governed by and construed in accordance with English Law.

IN WITNESS whereof I have executed and delivered this power of attorney (which shall take effect as a deed) on 26/2/09

EXECUTED AND DELIVERED AS A DEED by **MARK THOMAS O'CONNELL**)

in the presence of: **MARIA WILSON**)
76 MEADWAY, BARNET, EN5 5AB

Dated: 26th JUN 2009
26/06/09