

Form PTO-1595 (Rev. 08/08)
OMB No. 0651-0027 (exp. 9/30/2008)

U.S. DEPARTMENT OF COMMERCE
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Attorney Docket No. **042981.00024**

To the Director of the U.S. Patent and Trademark Office
Please record the attached documents or the new address(es) below

1. Name of conveying party(ies)

Alan BARNES; Rod FRY

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **Kratos Analytical Limited**

Internal Address:

Street Address: **Wharfside, Trafford Wharf Road**

City: **Manchester** State:

Country: **GB** Zip: **M17 1GP**

Additional name(s) & address(es) attached?

☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): **11/21/08; 11/21/08**

- ☒ Assignment ☐ Merger
☐ Government Interest Assignment ☐ Change of Name
☐ Joint Research Agreement ☐ Security Agreement
☐ Executive Order 9424, Confirmatory License
☐ Other _____

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

12/602541

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: **Squire Sanders & Dempsey L.L.P.**

Internal Address:

Street Address: **8000 Towers Crescent Drive, 14th Floor**

City: **Vienna**

State: **Virginia** Zip: **22182-6212**

Phone Number: **(703) 720-7800**

Fax Number: **(703) 720-7802**

Email Address: **ipgeneraltyc@ssd.com**

6. Total number of applications and patents involved:
One

7. Total fee (37 CFR 1.21(h) & 3.41)..... \$ **40.00**

- ☒ Authorized to be charged to deposit account
☐ Enclosed. Check No. _____
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number: **50-2222**

Authorized User Name: **Douglas H. Goldhush**

9. Signature: _____

Signature

December 1, 2009

Date

Douglas H. Goldhush, Reg. No. 33125

Name of Person Signing

Total number of pages including cover sheet, attachments,
and documents: **7**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 502222 12602541

700423989

PATENT
REEL: 023587 FRAME: 0200

**ASSIGNMENT OF INVENTION
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

Parties:

1 'The Assignor'

Alan Barnes

Downend, Heath Lane, Boundary, Swadlincote, Derbyshire DE11 7AZ

2 'The Assignee'

Kratos Analytical Limited

Wharfside, Trafford Wharf Road, Manchester, M17 1GP

Recitals:

(A) The Assignor is the inventor or a joint inventor of the invention or inventions entitled Method and apparatus useful for imaging ("the Invention") for which International PCT Application No. PCT/GB200/001876 has been filed ("the PCT Application")

(B) By virtue of agreement(s) made before the PCT Application was filed the Assignor was under an obligation to assign to the Assignee for the consideration hereinafter mentioned all his or her rights title and interest in to and under the Invention and the PCT Application for all countries designated therein, including (without limitation) Canada and the United States of America

Operative provisions:

In consideration for the payment of £1.00 by the Assignee to the Assignor the receipt and sufficiency of which are hereby acknowledged by the Assignor:

1 The Assignor hereby sells and assigns to the Assignee absolutely and free from incumbrances and with effect from immediately prior to the filing of the PCT application:

1.1 all his or her rights title and interest in Canada and the United States and all other countries of the world in to and under the Invention and the PCT Application and all national and regional phases thereof and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action;

1.2 all such rights as he or she may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the name of and shall vest in the Assignee or its successors or assigns;

1.3 all such rights as he or she may have to claim priority from all patent applications (if any) from which priority is claimed in the PCT Application in any and all applications for patent protection for the Invention, such rights to be enjoyed by the Assignee with effect from the date of filing of the PCT Application;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

2 The Assignor hereby GRANTS the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any patent applications in Canada or the United States or any other countries or regions of the world which fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other Patent Office for recordation of this document. It is understood and agreed that the Assignee's attorneys Mewburn Ellis LLP have not represented the Assignor and will continue to represent only the Assignee and its successors in title with respect to the Invention and all patent applications relating thereto.

3 The Assignor hereby UNDERTAKES that at the request and cost of the Assignee or its successors or assigns he or she will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.

4 The Assignor hereby requests the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in accordance with this assignment.

5 This assignment and undertaking shall be binding upon the Assignor's heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.

6 This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

AS WITNESS the signatures of (or of duly authorised officers of) the parties hereto

SCHEDULE (if any)

United Kingdom Patent Application No. 0710555.4 dated 1 June 2007

SIGNED by Alan Barnes

the ASSIGNOR

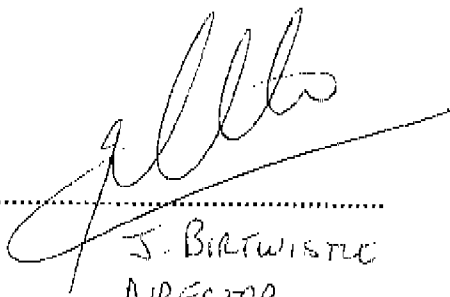
at: KRATOSon: 21/11/07Signature: 

in the presence of:

WitnessSignature: Name: A R BOWDLERAddress: 15 LAWRETON ROAD
WALSLEY WSS 3EB UK

SIGNED for and on behalf of Kratos Analytical Limited

the ASSIGNEE

at: KRATOSon: 24/11/2008Signature: 

in the presence of:

Name:

J. BIRTWISTLE

Position:

DIRECTORWitnessSignature: Name: A R BOWDLERAddress: 15 LAWRETON ROAD
WALSLEY WSS 3EB UK

**ASSIGNMENT OF INVENTION
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

Parties:

1 'The Assignor'

Rod Fry

20 Albert Avenue, Urmston, Manchester, M41 9BE

2 'The Assignee'

Kratos Analytical Limited

Wharfside, Trafford Wharf Road, Manchester, M17 1GP

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1.1 all his or her rights title and interest in Canada and the United States and all other countries of the world in to and under the Invention and the PCT Application and all national and regional phases thereof and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action;

1.2 all such rights as he or she may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the name of and shall vest in the Assignee or its successors or assigns;

1.3 all such rights as he or she may have to claim priority from all patent applications (if any) from which priority is claimed in the PCT Application In any and all applications for patent protection for the Invention, such rights to be enjoyed by the Assignee with effect from the date of filing of the PCT Application;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

2 The Assignor hereby GRANTS the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any patent applications in Canada or the United States or any other countries or regions of the world which fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other Patent Office for recordation of this document. It is understood and agreed that the Assignee's attorneys Mewburn Ellis LLP have not represented the Assignor and will continue to represent only the Assignee and its successors in title with respect to the Invention and all patent applications relating thereto.

3 The Assignor hereby UNDERTAKES that at the request and cost of the Assignee or its successors or assigns he or she will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.

4 The Assignor hereby requests the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in accordance with this assignment.

5 This assignment and undertaking shall be binding upon the Assignor's heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.

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AS WITNESS the signatures of (or of duly authorised officers of) the parties hereto

SCHEDULE (if any)

United Kingdom Patent Application No. 0710555.4 dated 1 June 2007

SIGNED by Rod Fry

the ASSIGNOR

at: 14-20 KRATOS

on: 21/11/08

Signature: 

in the presence of:

WitnessSignature: 

Name: ANDREW BOWDLER

Address: 15 LANCASTER ROAD
WALSALL WS5 3SB UK

SIGNED for and on behalf of Kratos Analytical Limited

the ASSIGNEE

at: KRATOS

on: 24/11/2008

Signature: 

Name: J BIRTWISTLE

Position: DIRECTOR

in the presence of:

WitnessSignature: 

Name: ANDREW BOWDLER

Address: 15 LANCASTER ROAD
WALSALL WS5 3SB UK