

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Lancaster University Business Enterprises Limited</td><td>10/23/2009</td></tr><tr><td>DKR Electrical Services (Lancaster) Limited</td><td>10/23/2009</td></tr></tbody></table>		Name	Execution Date	Lancaster University Business Enterprises Limited	10/23/2009	DKR Electrical Services (Lancaster) Limited	10/23/2009						
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DKR Electrical Services (Lancaster) Limited	10/23/2009												
RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>Cable Sense Limited</td></tr><tr><td>Street Address:</td><td>46 Grafton Street</td></tr><tr><td>Internal Address:</td><td>Core Technology Facility</td></tr><tr><td>City:</td><td>Manchester</td></tr><tr><td>State/Country:</td><td>UNITED KINGDOM</td></tr><tr><td>Postal Code:</td><td>M13 9NT</td></tr></table>		Name:	Cable Sense Limited	Street Address:	46 Grafton Street	Internal Address:	Core Technology Facility	City:	Manchester	State/Country:	UNITED KINGDOM	Postal Code:	M13 9NT
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PROPERTY NUMBERS Total: 1													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11597575</td></tr></tbody></table>		Property Type	Number	Application Number:	11597575								
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CORRESPONDENCE DATA													
Fax Number: (312)876-2020 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
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ATTORNEY DOCKET NUMBER:	MEW10622P00010US												
NAME OF SUBMITTER:	Stephen D. Geimer												
Total Attachments: 21 source=assign#page1.tif													

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- (1) LANCASTER UNIVERSITY BUSINESS ENTERPRISES LIMITED
- (2) DKR ELECTRICAL SERVICES (LANCASTER) LIMITED
- (3) CABLE SENSE LIMITED

Assignment of Intellectual Property

THIS ASSIGNMENT is made on

23 October

2009

BETWEEN

- (1) LANCASTER UNIVERSITY BUSINESS ENTERPRISES LIMITED a private company limited by shares incorporated in England and Wales under company number 00968581 the registered office of which is at University House, Bailrigg, Lancaster, LA1 4YW (the "First Assignor")
- (2) DKR ELECTRICAL SERVICES (LANCASTER) LIMITED a company incorporated in England (Company No. 02106788) whose registered office is at Unit 6B Middlegate, White Lund, Morecambe, Lancashire LA3 3BN (the "Second Assignor")
- (3) CABLE SENSE LIMITED a company incorporated in England (Company No. 02106788) whose registered office is c/o UMIP, Core Technology Facility, 46 Grafton Street, Manchester M13 9NT (the "Assignee")

BACKGROUND

- A The First Assignor and Second Assignor have jointly developed the Assigned IP (as hereinafter defined) under a TSB Project (as hereinafter defined)
- B The Assignee has requested that the First Assignor and Second Assignor assign the Assigned IP to the Assignee and the First Assignor and Second Assignor have agreed to such request
- C The parties hereto agree that the assignment to the Assignee of the First Assignor's and Second Assignor's rights in and to the Assigned IP shall be upon the terms and subject to the conditions as hereinafter appear

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 In this Assignment the following expressions have the following meanings unless inconsistent with the context:

"Academic"	Professor Anthony Peyton
"Assigned IP"	the Intellectual Property specified in Schedule 1
"Business Day"	any day other than Saturday and Sunday or a bank or public holiday in England
"Claimant"	has the meaning set out in clause 6.7

"Deed of Loan Repayment"	the deed of loan repayment dated today's date made between the First Assignor and the Assignee
"Disclosure Date"	has the meaning set out in clause 4.2
"Effective Date"	the date of this Assignment
"Field"	the technology of intelligent infrastructure mapping or monitoring applied to IT networks
"Improvements"	any technological advance made by the Academic in the Field within three months of the Effective Date which performs functions similar to those described in the Assigned IP and infringes, or would infringe any of the Assigned IP
"Intellectual Property"	patents, trade marks, copyright, database rights, design rights, registered designs, know-how, and all other intellectual property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each case all rights and forms of protection having equivalent and similar effect anywhere in the world
"Pre-Existing IP"	Intellectual Property (other than the Assigned IP) which can be shown from written or other tangible evidence to have been conceived by the Academic prior to the Effective Date, which is reduced to practice by the Academic within 12 months of the Effective Date and which relates to any of the Assigned IP
"Preference Shares"	class of share in the Assignee with certain rights as defined in the Shareholder Agreement
"Shareholders' Agreement"	the shareholders' agreement dated today's date made between (1) the UMIP Premier Fund Limited Partnership, (2) John Kelly and Geoff Butcher, (3) Tony Peyton, (4) the University, (5) MTI Partners Limited, (6) the Second Assignee and (7) the Assignee
"TSB Project"	collaborative research and development project

entitled 'Reliability and condition monitoring of physical networked infrastructure' to develop The Technology more fully - TSB Ref: TP16714, as described more fully in **Schedule 2**

- 1.2 References in this Assignment to a statute or statutory provision shall, unless the context otherwise requires include any statute or statutory provision which the referred to provision amends, re-enacts, extends, consolidates or replaces. References to a statutory provision also extend to any subordinate legislation made under it.
- 1.3 References in this Assignment to clauses and the Schedules are to clauses of and the Schedules to this Assignment.
- 1.4 The headings to the clauses are for ease of reference only and shall not be taken into account in its interpretation.

2. **ASSIGNMENT**

2.1 The First Assignor assigns to the Assignee:

- 2.1.1 all such right, title and interest as the First Assignor has in the Assigned IP absolutely;
- 2.1.2 all the First Assignor's rights and powers arising or accrued from the Assigned IP up to the Effective Date including any right to sue for damages and other remedies including without limitation any right to have the benefit of any remedy obtained on any supposed infringement of all or any of its rights in the Assigned IP before the Effective Date; and
- 2.1.3 all the First Assignor's rights (if any) to apply for prosecution to obtain patent or similar or other registered protection throughout the world in relation to all or any of the Assigned IP, including any right it has to apply for renewals and extensions and the right to claim priority from earlier applications so that the grant of any patent or similar or other registered protection shall be in the name of and vest in the Assignee.

2.2 The Second Assignor assigns to the Assignee:

- 2.2.1 all such right, title and interest as the First Assignor has in the Assigned IP absolutely;
- 2.2.2 all the Second Assignor's rights and powers arising or accrued from the Assigned IP up to the Effective Date including any right to sue for damages and other remedies including without limitation any right to

have the benefit of any remedy obtained on any supposed infringement of all or any of its rights in the Assigned IP before the Effective Date; and

- 2.2.3 all the Second Assignor's rights (if any) to apply for prosecution to obtain patent or similar or other registered protection throughout the world in relation to all or any of the Assigned IP, including any right it has to apply for renewals and extensions and the right to claim priority from earlier applications so that the grant of any patent or similar or other registered protection shall be in the name of and vest in the Assignee.
- 2.3 The Assignee grants to each of the First Assignor and the Second Assignor separately a non-exclusive, world-wide, irrevocable, royalty-free licence for the life of the Assigned IP to use the Assigned IP for teaching and research purposes and to sub-license the Assigned IP to wholly-owned subsidiaries of the First Assignor for teaching and research purposes.
- 2.4 Each of the First Assignor and the Second Assignor separately agrees that it will, at the Assignee's request and cost, execute all documents, take all such actions, do all such things and provide all reasonable assistance as the Assignee may reasonably require in order to secure the right, title and interest in the Assigned IP assigned to the Assignee by this Assignment.
- 2.5 If it becomes apparent that there is any Pre-Existing IP, the First Assignor agrees to assign this to the Assignee in the form of the assignment deed set out in **Schedule 3**.
- 2.6 Any consideration payable by one party to the other under this Assignment will be exclusive of any VAT which may be chargeable, which will be payable in addition to the consideration in question at the rate for the time being prescribed by law on delivery of a valid VAT invoice.

3. ALLOTMENT OF EQUITY

- 3.1 Immediately following the execution of this Assignment, the Assignee will do all acts and execute all documents or will procure that all acts are done and all documents are executed which may be necessary to allot and issue the Second Assignor Equity to the Second Assignor or its nominee with effect from the Effective Date including, without limit,:
- 3.1.1 waiving any rights of pro-rata allotment or pre-emption in respect of the Second Assignor Equity;
- 3.1.2 delivering a share certificate duly executed by the Assignee in respect of the Second Assignor Equity; and

3.1.3 amending the register of members of the Assignee to reflect such allotment.

4. **IMPROVEMENTS**

4.1 Subject to any then pre-existing third party rights, the First Assignor grants the Assignee the exclusive right to negotiate a licence of any Improvements subject to the provisions of this **clause 4**.

4.2 From the date of the disclosure by the Academic of an Improvement under the Shareholders' Agreement (including, but not limited to, under clause 12.1.1(d) of such agreement) ("**Disclosure Date**") the Assignee shall have 20 Business Days in which to notify the First Assignor in writing of its wish to negotiate a licence of such Improvement and thereafter within 3 months of the Disclosure Date to negotiate the terms of a licence of such Improvement with the First Assignor.

4.3 The parties agree to negotiate any licence under **clause 4.2** at arms' length and in good faith and if such negotiations are successful to execute a licence incorporating the agreed terms within 3 months of the Disclosure Date.

4.4 If the Assignee fails to notify the First Assignor in writing that it wishes to negotiate a licence within the timescales set out in **clause 4.2** or negotiate and execute a licence of the Improvement within the timescale specified in **clauses 4.2 and 4.3** or notifies the First Assignor in writing that it no longer wishes to have such a licence, then the First Assignor shall be free to deal with such Improvement in any way that it chooses.

5. **USE OF ASSIGNED IP**

5.1 The Assignee shall use all reasonable endeavours to exploit the Assigned IP commercially. The First Assignor and the Second Assignor each may request written reports on the progress made to achieve the foregoing. The Assignee shall provide such report within 20 Business Days of the date of such request.

5.2 After having received a report pursuant to **clause 5.1**, if the First Assignor and the Second Assignor believe that the Assignee has, under the circumstances of the time, failed to use all reasonable endeavours as required under **clause 5.1**, then the First Assignor and the Second Assignor may, within 20 Business Days of any such report being received, issue a notice to the Assignee detailing the basis for such belief ("**Warning Notice**"). Where a Warning Notice has been issued by the First Assignor and the Second Assignor the parties shall enter into good faith negotiations to reach mutual agreement as to the steps which should be taken to improve the position.

5.3 If the parties cannot reach agreement under **clause 5.2** within 20 Business Days of the date of the Warning Notice as to the steps which should be taken to

improve the position or if no report is delivered within the timescale specified in **clause 5.1**, then the First Assignor and the Second Assignor may terminate this Assignment by written notice and the Assignee shall reassign the Assigned IP to the First Assignor and the Second Assignor jointly free of charge and shall reassign the Software to the Second Assignor free of charge.

- 5.4 If the parties reach agreement under **clause 5.2** but the Assignee fails to undertake all such steps as shall be mutually agreed between the parties following the issue of a Warning Notice within 3 months of such agreement then the Assignee shall, upon written request from the First Assignor and the Second Assignor, reassign the Assigned IP to the First Assignor and the Second Assignor jointly free of charge and reassign the Software to the Second Assignor free of charge.
- 5.5 The Assignee will notify the First Assignor and the Second Assignor if the Assignee decides not to proceed with the commercialisation of the Assigned IP and shall, upon written request from the First Assignor, reassign the Assigned IP to the First Assignor and the Second Assignor jointly free of charge and reassign any relevant software to the Second Assignor free of charge.
- 5.6 The obligation in this **clause 5** shall cease when the Assignee has a fully paid up equity share capital of not less than [REDACTED].

6. **WARRANTIES AND LIABILITY**

- 6.1 The First Assignor warrants that so far as the First Assignor is aware (having made no specific enquiry of a third party),
- 6.1.1 no third party owns or has given written notice claiming any rights in relation to the First Assignor's rights to the Assigned IP;
- 6.1.2 all application and renewal fees which are due and payable up to the date of this Assignment and are the responsibility of the First Assignor in respect of the Assigned IP, for which a registration has been applied for or granted, have been paid.
- 6.2 The Second Assignor warrants that so far as the Second Assignor is aware (having made no specific enquiry of a third party), where such awareness is limited to the awareness of John Kelly:
- 6.2.1 no third party owns or has given written notice claiming any rights in relation to the Second Assignor's rights to the Assigned IP;
- 6.2.2 all application and renewal fees which are due and payable up to the date of this Assignment and are the responsibility of the Second Assignor in respect of the Assigned IP, for which a registration has

been applied for or granted, have been paid.

- 6.3 Each of the parties acknowledges that, in entering into this Assignment, it has not relied on any warranty, representation or undertaking except those expressly set out in this Assignment and each party waives any claim for breach of any representation (unless made fraudulently) which is not specifically contained in this Assignment as a warranty.
- 6.4 Neither the First Assignor nor the Second Assignor gives any warranty, representation or undertaking:
- 6.4.1 as to the efficacy or usefulness of the Assigned IP; or
 - 6.4.2 that any of the Assigned IP is or will be valid or subsisting or (in the case of an application) will proceed to grant; or
 - 6.4.3 that the use of any of the Assigned IP, the manufacture, sale or use of any products using any of Assigned IP or the exercise of any of the rights granted under this Assignment will not infringe any Intellectual Property or other rights of any other person.
- 6.5 The Assignee will indemnify the First Assignor and the Second Assignor jointly and severally, and keep them fully and effectively indemnified, against each and every claim made against the First Assignor and / or the Second Assignor as a result of the Assignee's manufacture, use, sale of, or other dealing in any products or services using or comprising the Assigned IP.
- 6.6 Subject to **clause 6.10**, and except under the indemnity in **clause 6.5**, the liability of any party to another for any breach of this Assignment, for any negligence or liability arising in any other way out of the subject matter of or in connection with this Assignment will not extend to any indirect damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the party bringing the claim has advised the other of the possibility of those losses or if they were within the other party's contemplation.
- 6.7 Subject to **clause 6.10**, the aggregate liability of the First Assignor to the Assignee for all and any breaches of this Assignment, any negligence or liability arising in any other way out of the Assigned IP or the subject matter of or in connection with this Assignment, will not exceed in total [REDACTED].
- 6.8 Subject to **clause 6.10**, the aggregate liability of the Second Assignor to the Assignee for all and any breaches of this Assignment, any negligence or liability arising in any other way out of the Assigned IP or the subject matter of or in connection with this Assignment, will not exceed in total [REDACTED].

6.9 Subject to **clause 6.10**, any claim under or arising in any other way out of the Assigned IP or the subject matter of or in connection with this Assignment must be notified in writing by the party making the claim ("**Claimant**") within 3 months of the date of this Assignment, and proceedings in respect of such claim must be issued and served on the other party within 12 months of the date of such notification.

6.10 Nothing in this Assignment limits or excludes any party's liability for:

6.10.1 death or personal injury; or

6.10.2 any fraud or for any sort of liability that, by law, cannot be limited or excluded.

7. **NOTICES**

7.1 Any demand, notice or other communication given or made under or in connection with this Assignment shall be in writing and shall be given to the First Assignor or to the Second Assignor or to the Assignee, as the case may be, either personally, by post, by facsimile appropriately addressed and marked for the attention of the relevant individual as follows:

First Assignor

Lancaster University Business
Enterprises Limited
University House
Bailrigg
Lancaster LA1 4YW

Second Assignor

Unit 6B Middlegate
White Lund
Morecambe
Lancashire
LA3 3BN

01524593229

For the attention of: **The Company
Secretary**

01524 60081

For the attention of : **John Kelly**

Assignee

c/o UMIP
Core Technology Facility
46 Grafton Street
Manchester
M13 9NT

For the attention of : **Anthony
Peyton**

or to such other address or facsimile number and marked for the attention of such other individual as the prospective recipient may from time to time designate by notice to the other.

7.2 Notices and communications so designated, shall be deemed to have been duly given or made:

7.2.1 if delivered by hand, upon delivery at the address of the relevant party;

7.2.2 if sent by prepaid, first class post, 2 Business Days after posting;

7.2.3 if sent by fax, at the time of transmission (provided a confirmatory letter is sent by prepaid, first class post).

Where in accordance with the above provisions any notice or communication would otherwise be deemed to be given or made on a day which is not a Business Day or after 4.00 pm on a Business Day such notice or other communication shall be deemed to be given or made at 9.00am on the next Business Day.

8. **MISCELLANEOUS**

8.1 Each of the parties shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and execution of this Assignment.

8.2 Neither party may use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent.

8.3 This Assignment together with the Shareholders' Agreement and the Deed of Loan Repayment constitutes the entire agreement between the parties relating to the subject matter of this Assignment and supersedes all prior communications, drafts, agreements, representations, warranties, stipulations, undertakings and agreements of whatsoever nature, whether oral or written, between the parties and all implied conditions and warranties are excluded so far as permitted by law.

8.4 The failure to exercise or delay in exercising a right or remedy under this Assignment shall not constitute a waiver of the right or remedy or a waiver of

any other rights or remedies, and no single or partial exercise of any right or remedy under this Assignment shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

- 8.5 The parties to this Assignment do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 8.6 This Assignment constitutes the entire agreement between the Parties relating to its subject matter and supersedes any previous correspondence or agreement.
- 8.7 This Assignment and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England. The courts of England will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Assignment. The parties irrevocably agree to submit to that jurisdiction, save that nothing shall prevent either party from seeking injunctive relief in any appropriate jurisdiction.

SCHEDULE 1**Assigned IP**

TERRITORY	NUMBER	DATE OF APPLICATION/ GRANT	DESCRIPTION
UK	GB0410682. 9	12 May 2004	Abandoned
PCT	WO2005/109 015	12 May 2005	Abandoned
EU	EP1745302	12 May 2005	Abandoned
USA	US2008/022 4712	12 May 2005	Pending

Schedule 2

TSB Project

Modern society is totally dependant on computer networks for most transactions. Keeping these networks running is vital to the success of individual companies and the economy as a whole. The aim of this project is to make the physical layer of a network more reliable with a radically new pervasive network monitoring system. This system will be able to make the complete physical status of the network visible. This will be achieved by using non-invasive techniques, which will enable the checking of interconnections, measuring impedance mismatches, tracking redundant circuits and examining the health of the cabled infra-structure. Ultimately, this project will provide the end user with a simple and inexpensive system capable of giving an early warning of system failure and information on the exact nature of a fault, vital for minimising system down-time.

Work Program:

WP1: Electromagnetic coupling and antennae design (Manchester).

The general aim is to put the antennae design on a sound engineering and scientific foundation. Specifically WP1 will help to optimize the design of the antennae and associated electronics capable of injecting non-invasive, low level, wide band, and common-mode test signals in multi-core transmission cable. The work requires 3 phases; primary electromagnetic modeling, model validation by measurement and optimization of the antennae design.

WP2: Electronic system development (HP).

The work package will deliver the electronic hardware required for the physical layer of the meta-network concept.

WP3: Signal processing (Lancaster University).

The main DSP algorithms will be formulated in this part of the project. The key features of interest will be characterized on the raw signal data such as pulse return events. This will allow us to devise new signal processing algorithms using advanced DSP techniques, which exploit both the temporal and spectral properties of the signal. The highest level of signal processing will be to parameterize signal events to determine metrics of relevance to the network, e.g.; detection of connected paths, cable transmission lengths, position of breaks, indication of alien crosstalk between channels etc.

WP4: Software environment (DKR).

The software environment provides the important link with the user, which makes the meta-network visible and assessable to the outside world. For the demonstration system in this project, the software will be PC based. In addition, the software will include facilities to enable the system to be quickly configured from building CAD data or from calibration tests during installation. The key tasks include; definition of requirements and specifications, user interface, information capture from building drawings, development of system interrogation strategies, and system calibration.

WP5: Validation (DKR)

It is important that the signals from the antennae do not corrupt the information transmitted on the cable in any way. In order to verify this and in order to design the most effective test signal characteristics, we propose to carry out extensive testing in this area in order to quantify the operating envelope for the amplitudes of the interrogating signals from the test nodes in WP2. The work will require; first, assembly of the test equipment; second, bit error rate tests taken under heavy network load conditions and

with a range of network protocols / types; and third analysis of results to determine the relationship between bit error rates and amplitude and frequency of the test signals.

WP6: Demonstration platform (Manchester).

This work package will integrate the key aspects of the project to produce a demonstration platform, which can showcase the new technology to the market.

WP7: Marketing and exploitation plan (Honeywell).

This work package involves research into the potential market, likely customers, market size, and likely pricing levels. Also interacting with end users to find out which product features are desirable and which are not. The information gained will be used to develop the product and maximize the cost/benefit ratio of research activity. The work package will deliver a marketing and exploitation plan for commercialization.

WP 8: Management (DKR).

Partners:

University of Manchester

Lancaster University

DKR Electrical Services (Lancaster) Limited

Hewlett Packard (UK) Limited

Honeywell Control Systems Limited

SCHEDULE 3

Pre-Existing IP Assignment Deed

THIS ASSIGNMENT DEED is made on

[ENTER DATE]

BETWEEN

- (1) LANCASTER UNIVERSITY BUSINESS ENTERPRISES LIMITED a private company limited by shares incorporated in England and Wales under company number 00968581 the registered office of which is at University House, Bailrigg, Lancaster, LA1 4YW ("University")
- (2) CABLE SENSE LIMITED a company incorporated in England (Company No. 02106788) whose registered office is c/o UMIP, Core Technology Facility, 46 Grafton Street, Manchester M13 9NT ("Assignee")

BACKGROUND

This Assignment is entered into pursuant to the First Assignment.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 In this Assignment the following expressions have the following meanings unless inconsistent with the context:

"Additional IP"	the Intellectual Property specified in the Schedule
"Business Day"	any day other than Saturday and Sunday or a bank or public holiday in England
"First Assignment"	the assignment of certain Intellectual Property made between the parties dated [DATE]
"Intellectual Property"	patents, trade marks, copyright, database rights, design rights, registered designs, know-how, and all other intellectual property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each case all rights and forms of protection having equivalent and similar effect anywhere in the

world

1.2 References in this Assignment to clauses and the Schedule are to clauses of and the Schedule to this Assignment.

1.3 The headings to the clauses are for ease of reference only and shall not be taken into account in its interpretation.

2. **ASSIGNMENT**

2.1 Pursuant to the First Assignment the University assigns to the Assignee:

2.1.1 all such right, title and interest as the University has in the Additional IP absolutely;

2.1.2 all the University's rights and powers arising or accrued from the Additional IP up to the date of this Assignment including any right to sue for damages and other remedies including without limitation any right to have the benefit of any remedy obtained on any supposed infringement of all or any of its rights in the Additional IP before the date of this Assignment; and

2.1.3 all the University's rights (if any) to apply for prosecution to obtain patent or similar or other registered protection throughout the world in relation to all or any of the Additional IP, including any right it has to apply for renewals and extensions and the right to claim priority from earlier applications so that the grant of any patent or similar or other registered protection shall be in the name of and vest in the Assignee.

2.2 The Assignee grants to the University a non-exclusive, world-wide, Irrevocable, royalty-free licence for the life of the Additional IP to use the Additional IP for teaching and research purposes and to sub-license the Additional IP to wholly-owned subsidiaries of the University for teaching and research purposes.

2.3 The University agrees that it will, at the Assignee's request and cost, execute all documents, take all such actions, do all such things and provide all reasonable assistance as the Assignee may reasonably require in order to secure the right, title and interest in the Assigned IP assigned to the Assignee by this Assignment.

2.4 Each of the parties acknowledges that, in entering into this Assignment, it has not relied on any warranty, representation or undertaking except those expressly set out in this Assignment and each party waives any claim for breach of any representation (unless made fraudulently) which is not specifically contained in this Assignment as a warranty.

3. MISCELLANEOUS

- 3.1 This Assignment, together with the First Assignment and the documents referred to in it, constitutes the entire agreement between the parties relating to the subject matter of this Assignment and supersedes all prior communications, drafts, agreements, representations, warranties, stipulations, undertakings and agreements of whatsoever nature, whether oral or written, between the parties and all implied conditions and warranties are excluded so far as permitted by law.
- 3.2 The failure to exercise or delay in exercising a right or remedy under this Assignment shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Assignment shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 3.3 The parties to this Assignment do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 3.4 This Assignment and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England. The courts of England will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Assignment. The parties irrevocably agree to submit to that jurisdiction, save that nothing shall prevent either party from seeking injunctive relief in any appropriate jurisdiction.

SCHEDULE

Additional IP

Cable scanner firmware created as part of the TSB
project as described in Schedule 2

EXECUTED as a deed by
LANCASTER UNIVERSITY
BUSINESS ENTERPRISES LIMITED
acting by
a director and its company secretary
or two directors

)
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)
)

Director

Director/Secretary

EXECUTED as a deed by
CABLE SENSE LIMITED
acting by
a director and its company secretary
or two directors

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ANTHONY PEYTON
Director

MARK RAHN
Director/Secretary

A. Peyton
M. Rahn

EXECUTED AS A DEED by [NAME]
for and on behalf of
LANCASTER UNIVERSITY BUSINESS
ENTERPRISES LIMITED
in the presence of:

)
)
)
)
)

Witness signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by John Kelly
for and on behalf of
DKR ELECTRICAL SERVICES (LANCASTER)
LIMITED
in the presence of:

)
)
)
)
)



Witness signature:

Name:

Address:

Occupation:

GRAHAM DAVIES
23 PRIESTWALK RD, SK4 3HR
VENTURE MGR

EXECUTED AS A DEED by Anthony Peyton)
for and on behalf of)
CABLE SENSE LIMITED)
in the presence of:)



Witness signature:

Name:

Address:

Occupation:

23 PRIESTWALK RD, SK4 3HR
VENTURE MGR

EXECUTED AS A DEED by Roderick O'Brien)
for and on behalf of)
LANCASTER UNIVERSITY BUSINESS)
ENTERPRISES LIMITED)
in the presence of:)



Witness signature:



Name:

HELEN LOWE


Address:

LANCASTER UNIVERSITY

Occupation:

DIVISIONAL OFFICER

EXECUTED AS A DEED by John Kelly)
for and on behalf of)
DKR ELECTRICAL SERVICES (LANCASTER))
LIMITED)
in the presence of:)



Witness signature:



Name:

Kristeen Barard

Address:

LANCASTER UNIVERSITY

Occupation:

SENIOR CONTRACTS OFFICER

EXECUTED AS ADEED by Anthony Peyton)
for and on behalf of)
CABLE SENSE LIMITED)
in the presence of:)



Witness signature:

Name:

Address:

Occupation: