

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
University of Bath	07/13/2004
RECEIVING PARTY DATA	
Name:	Donald Martin Monro
Street Address:	6 The Lays, Goose Street
City:	Beckington
State/Country:	UNITED KINGDOM
Name:	Frank Dudbridge
Street Address:	54 Doggett Road
City:	Cambridge
State/Country:	UNITED KINGDOM
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5768437
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ATTORNEY DOCKET NUMBER:	**AV-0006
NAME OF SUBMITTER:	Selina Gillespie

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Total Attachments: 7

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UNIVERSITY OF BATH

ASSIGNMENT TO INVENTORS

IN RESPECT OF

BATH FRACTAL TRANSFORM

THIS ASSIGNMENT dated

13th July,

2004 is made

BETWEEN:

- (1) DONALD MARTIN MONRO whose home address is at 6 The Lays, Goose Street, Beckington, Somerset and FRANK DUDBRIDGE of 54 Doggett Road, Cambridge, CB1 9LF ("the Inventors") and
- (2) THE UNIVERSITY OF BATH whose address is at Claverton Down, Bath, BA2 7AY ("the University")

RECITALS:

- (1) The Inventors and the University entered into deeds of assignment dated 19 August 1992 and 12 May 1994 with British Technology Group Limited ("BTG") whereby certain intellectual property was assigned to BTG by the University and the Inventors.
- (2) BTG and the University and the Inventors entered into a Deed of Assignment dated 26 June 2000 ("the Re-Assignment") whereby the Intellectual Property (as defined below) was re-assigned to the University.
- (3) The University has expended the sum of £5,448.28 (net of value added tax) in supporting the Intellectual Property which is the subject matter of this agreement.
- (4) The University now wishes to assign all its right, title and interest in the Intellectual Property to the Inventors and the Inventors are willing to accept the assignment of the Intellectual Property from the University subject to the provisions of this Assignment.

1. Definitions

In this Assignment:

"Connected Person" means a person who, if the Inventor were a director of a limited company, would be regarded as connected with him under section 346 Companies Act 1985.

"Intellectual Property" means all intellectual property rights which were assigned by BTG to the University under the Re-Assignment insofar as and to the extent that such intellectual property rights have been maintained including (without limitation) all rights in connection with Patent number 0628232 granted by the European Patent Office on 14 July 1999 and maintained in Great Britain and Patent number 5,768,437 granted in the USA on 16 June 1998 ("the Patents").

"Net Profits" means the gross amount received (whether in cash or in kind) on sales of a product covered by the allowed claims of the Patents or otherwise by exploiting the Intellectual Property or on licence or assignment of the Intellectual Property by the Inventors less the cost of sales including (without limitation) materials, staff, costs and legal and professional fees (but not any fee or salary payment to the Inventors or to a Connected Person).

2. Assignment

- 2.1 The University hereby assigns and transfers to the Inventors all its right, title and interests in the Intellectual Property
- 2.2 The assignments effected by this clause 2 shall include, without limitation the assignment and transfer of 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.
- 2.3 The University shall provide to the Inventors such original letters, patents, deeds and other documents as the Inventors may reasonably require in connection with the Intellectual Property, (provided always that the University is in possession of such documents) and shall execute such documents and give such further assistance as the Inventors may reasonably require:
- (a) to secure the vesting in the Inventors of all rights in the Intellectual Property;
 - (b) to uphold the Inventors rights in the Intellectual Property; and

- (c) to defeat any challenge to the validity of, and resolve any questions concerning the Intellectual Property.

Provided that the Inventors shall pay to the University its reasonable costs in connection therewith and provided further that the University shall be permitted to take copies of any documents so provided

3. Warranties and Liability

3.1 The University warrants, represents and undertakes that:

- (a) the University is the sole owner of the Intellectual Property and has full power to enter into this Assignment.
- (b) the University has not granted any licences to use the Intellectual Property.

3.2 The University does not warrant or guarantee the validity of the Patents or that the Intellectual Property does not infringe any valid and subsisting patent or other rights not held by the University.

3.3 The liability of the University in respect of this Assignment shall not exceed such sums as may be paid to the University by the Inventors in accordance with its terms. The University excludes liability in respect of any consequential losses or loss of profits arising from any breach hereunder.

4. Licence of Intellectual Property to the University

Immediately upon the assignment referred to at paragraph 2 of this Assignment, the Inventors hereby grant to the University a perpetual and irrevocable licence to use the Intellectual Property for academic and research purposes.

5. Consideration

In consideration of the assignment of the Intellectual Property by the University to the Inventors each of the Inventors jointly and severally agrees to pay to the University:

- (i) The sum of £5,448.28 plus value added tax at the then current rate (at rate of 17.5% value added tax £953.45) (total £6,401.73) PROVIDED THAT such sum shall only be payable when the Inventors or either of them achieves Net Profits from the sale of the Products and when any such Net Profits are achieved they shall be applied as to 50% to the Inventors (or as they direct) and 50% to the University until such sum shall be fully paid.
- (ii) Upon satisfaction in full of the payment of the sum at 5 (i) above, the Inventors shall continue to pay to the University 2% plus value added tax thereon of the Net Profits each year in which Net Profits are produced.

6. Equitable Dealing

Each of the Inventors hereby jointly and severally warrants to the University that they shall act fairly and equitably in relation to the performance of this Assignment in particular (but without limitation) that in any transaction with any buyer or licensee of the Intellectual Property ("Third Party") the value attributed by the Inventors to the sale of the products covered by the allowed claims of the Patents or otherwise exploiting the Intellectual Property or any licence or assignment of the Intellectual Property shall be reasonable in any case where either of the Inventors or any Connected Person has had any business dealings with such Third Party in the past or expects to do so in the future.

7. Reporting Requirements

- 7.1 The Inventors shall provide to the University details of any sales of product covered by the allowed claims of the Patents or otherwise exploiting the Intellectual Property or any licence or sale of the Intellectual Property on each anniversary of this Assignment and if there is none a statement to this effect.
- 7.2 The University shall be entitled to inspect the books and records of the Inventors in order to verify such information or if it has not been provided in accordance with clause 7.1 to obtain it and each of the Inventors shall on reasonable notice permit the University's representatives and professional

advisers (subject to duties of confidentiality) access to their premises and materials for such purpose.

8. General

8.1 Whole Agreement

This Assignment contains the whole agreement between the parties in respect of the Intellectual Property and supersedes any prior written or oral agreement between them relating to it and the parties confirm that they have not entered into Assignment on the basis of any representations that are not expressly incorporated into it.

8.2 Law and jurisdiction

The validity, construction and performance of this Assignment shall be governed by English law, and the Inventors and the University submit to the exclusive jurisdiction of the English courts in respect of any dispute arising in connection therewith.

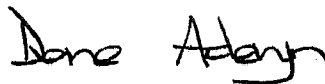
8.3 Third Parties

This Assignment does not create any right enforceable by any person who is not a party to it ("Third Party") under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a Third Party which exists or is available apart from that ACT.

8.4 Headings

Headings contained in this Assignment are for reference purposes only and shall not be deemed to be any indication of the meaning of the clause to which they relate.

SIGNED by Diane Aderyn,)
Director of Finance on behalf of)
THE UNIVERSITY OF BATH)



SIGNED by Donald Monro
Before me

) *DM Monro*
)

Name:
Address:
Occupation:

SUN SHARON ROBINSON
37 ROWE ROAD, CHIPPENHAM
SECRETARY

SIGNED by Frank Dudbridge
Before me

) *F Dudbridge*
)

Name:
Address:
Occupation:

Nick Rick
24 Barrington Road, Foxton, Cambridge CB2 6ST
MPC Unit Administrator