

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
David William Parker	04/16/2010
Colin Hamilton Burgess	04/16/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	C-Major Limited
<b>Street Address:</b>	4, St. Andrews Place
<b>City:</b>	Blackburn
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	BB1 8AL
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6706019
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)816-4100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	7038164031
<b>Email:</b>	amk@nixonvan.com
<b>Correspondent Name:</b>	Alan M. Kagen/Nixon & Vanderhye P.C.
<b>Address Line 1:</b>	901 N. Glebe Road, 11th Floor
<b>Address Line 4:</b>	Arlington, VIRGINIA 22203-1808
<b>ATTORNEY DOCKET NUMBER:</b>	AMK-1834-22
<b>NAME OF SUBMITTER:</b>	Alan M. Kagen
<b>Total Attachments: 11</b> source=ASSIGNMENT DOC. P112651GB00#page1.tif source=ASSIGNMENT DOC. P112651GB00#page2.tif source=ASSIGNMENT DOC. P112651GB00#page3.tif	

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**PATENT**  
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## **Patent Property Assignment Agreement**

This Patent Property Assignment Agreement, dated as of 16<sup>th</sup> April 2010 is entered into by and between

David William Parker of 4 Kimble Close, Greenmount, Bury, Lancashire and Colin Hamilton Burgess of 45 Holcombe Lee, Ramsbottom, Lancashire ("**the Assignors**") of the first part, and

C-Major Limited, an English company, having a registered office at 4, St Andrews Place Blackburn, BB1 8AL ("**the Assignee**") of the second part, referred to herein collectively as the "**Parties**" to this Agreement.

**WHEREAS**, the Assignors have the right to assign the "Assigned Patent Property" as defined below and the Assignee desires to acquire an ownership interest in the Assigned Patent Property subject to certain conditions;

**WHEREAS**, the Parties agree to the assignment and acceptance of patent property rights;

**NOW THEREFORE**, in consideration of the promises and mutual covenants herein contained, the Assignors and the Assignee agree as follows:

### **1. Definitions**

"**Assigned Patent Property**" shall mean all patent property identified in the Schedule hereto, assigned by the Assignors to the Assignee under this Agreement, including patent applications and patents, generated and respectively filed or granted before the date of this Agreement, patent applications generated before the date of this Agreement and to be filed by the Assignee after the date of this Agreement, and all patent property deriving from any of the foregoing.

"**Third Party**" means a person other than a Party or any director, officer or employee of a Party or their successors and assigns hereunder.

### **2. Assignment, Assignors' Covenants**

2.1 For the considerations set out in Clause 4, the Assignors hereby transfer and assign to the Assignee all of the Assignors' right, title and interest to the Assigned Patent Property arising before and after the date of this Agreement.

2.2 The Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after 1 January 2008 and associated with the

perfection of rights, title, and interest in and to the Assigned Patent Property, provided however, that upon the Assignee's written request but at the Assignee's expense, the Assignors shall execute all documents and instruments, and shall do all lawful acts, in each case as may be reasonably necessary to perfect The Assignee's rights, title, and interest in and to the Assigned Patent Property. For documents that require notarisation, the foregoing obligation of the Assignors shall be satisfied if the Assignors reasonably cooperate in obtaining signatures, notarised by an appropriate notary. Any notarial authentication, legalisation, and the like of such notarised signatures shall be obtained by the Assignee at the Assignee's expense.

- 2.3 The Assignee's representatives shall be responsible for preparing and/or translating any documents that the Assignee records to perfect its right, title and interest in the Assigned Patent Property in any jurisdiction. The Assignee shall further provide the Assignors with an English translation of each such document concurrently therewith.
- 2.4 The Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after 1 January 2008 and associated with the prosecution and the maintenance and enforcement of the Assigned Patent Property, and the Assignors shall have no obligation to pay any maintenance fees which become due for the Assigned Patent Property.
- 2.5 At the request and cost of the Assignee, the Assignors shall assist the prosecution of any pending Assigned Patent Property application ("**Application**") to grant and will execute all such documents and do all such acts, and procure the execution of such documents and the performance of such acts, [e.g. medical certificates] at the Assignee's expense as may be necessary or proper to obtain the acceptance of the Application and for procuring the grant of any patent pursuant to the Application.
- 2.6 In the event that any patent office or any other competent government or administrative authority sends to either party an objection, a query, or a request demanding further information, clarification or explanation, the Assignors shall render to the Assignee all information and assistance within their power with a view to satisfying the patent office or any other competent authority that patent property shall issue from such application. .
- 2.7 In the event that the validity of the Assigned Patent Property, including without limitation any patent granted pursuant to an Application is challenged on any point upon which the Assignors have or can procure information or advice which may assist in meeting and defeating or reducing the effect of such challenge, the Assignors shall supply or procure the supply of such information and/or advice

without unreasonable delay but subject to the right to charge the Assignee out-of-pocket expenses properly and reasonably incurred in pursuance of this provision.

- 2.8 The Assignee shall provide the Assignors with any documents requiring the Assignors' signature or requests for information or advice in good time for the Assignors to execute and return the documents in good time to meet any associated deadlines. The Assignors shall execute and return the documents or information or advice in good time to meet any associated deadlines.
- 2.9 For a period of three years from the date of this Agreement, neither Assignor shall carry out any work, and shall not procure that any work is carried out, for the benefit of any Third Party in the area of the safety-proofing of injection, extraction or infusion needles or cannulae, such needles or cannulae or associated injection, extraction or infusion means, or any diagnosis, therapy or prophylaxis of any disease or condition using such needles or cannulae or injection, extraction or infusion means, including without limitation any work within the scope of, based on or deriving from the subject matter of the Assigned Patent Property.
- 2.10 Nothing contained herein shall be construed or interpreted as a grant, by implication or otherwise, of any rights other than those specified in herein. No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any Third Party who is not a party to this licence.
- 2.11 For the avoidance of doubt, the Assignee may use, deal with or dispose of the Assigned Patent Property as it sees fit at its sole discretion, and shall have no liability to the Assignors in respect of such use, dealing or disposal.

### **3. Confidentiality**

- 3.1 The Assignors acknowledge that the Assigned Patent Property that is subject to this Agreement constitutes or comprises confidential information and agree that any use or disclosure by the Assignors of such confidential information beyond that (if any) expressly authorised in this Agreement is prohibited.
- 3.2 The Assignors shall keep confidential, and shall not use for its own purposes nor without the prior written consent of the Assignee disclose to any Third Party, any information of a confidential nature (including, without limitation, trade secrets and information of commercial value) in or associated with the Assigned Patent Property, unless

- (a) such information is public knowledge at the time of disclosure by the Assignee,
- (b) subsequently becomes public knowledge other than by breach of this Agreement by either Assignor, or
- (c) is required to be disclosed by any body of competent jurisdiction:

3.3 The provisions of Clause 3.2 shall remain in full force and effect until the earlier of 10 years from the date of disclosure of the last confidential information under this Agreement and any termination of this Agreement.

#### **4. Consideration**

In consideration of the assignment to the Assignee under Clause 2 of this Agreement of all of the Assignors' right, title and interest to the Assigned Patent Property, the Assignee shall

- (a) pay each Assignor a total of £            Sterling, payable in four instalments of £            Sterling, the first to be paid on the first day of the calendar month following the date of this Agreement, and the remainder to be paid at quarterly intervals from that date; and
- (a) issue to each Assignor within 30 days of the date of this Agreement ordinary £1 shares in the Assignee, each such issue being    % of the equity in the Assignee.

#### **5. Remedies for Breach**

- 5.1 The Assignee may take legal or other action for damages and all other appropriate relief and exercise any other rights or remedies that the Assignee may have at law or in equity against the Assignors, jointly or severally, relating to, or arising from, any breach of this Agreement by the Assignors, including without limitation any breach of the Assignors' obligations under Clause 2.
- 5.2 The Assignors may jointly or severally take legal or other action for damages and all other appropriate relief and exercise any other rights or remedies that the Assignors may have at law or in equity against the Assignee relating to, or arising from, any breach of this Agreement by the Assignee, including without limitation any breach of the Assignee's obligations under Clause 4.
- 5.3 Subject to Clause 6.9 (force majeure), without affecting any other rights that it may be entitled to, any Party of one part may terminate this Agreement with any Party of the other part (the "Other Party") if, as may be applicable

- (a) the Other Party is in persistent material breach of any provision of this Agreement, including without limitation the provisions of Clause 2 (patent support) and Clause 4 (consideration) which is irremediable, or if remediable, the other Party fails to remedy the breach within 30 days of written notice to remedy such breach;
- (b) the Other Party suspends, or threatens to suspend, payment of its debts or is persistently unable or admits inability to pay its debts as they fall due;
- (c) the Other Party negotiates with its creditors to reschedule any of its debts, or makes any compromise or arrangement with its creditors, other than for solvent amalgamation or solvent reconstruction of that other party;
- (d) a petition is filed for the voluntarily liquidation or winding up of that Other Party, other than for solvent amalgamation or solvent reconstruction of that Other Party;
- (e) an application is made to court, or an order is made, that an administrator be appointed over the Other Party;
- (f) a third party has appointed an administrative receiver for the Other Party
- (g) a receiver is appointed over the assets of the Other Party;
- (h) a creditor of the other party attaches or takes possession of the whole or any part of the Other Party, and such attachment or process of possession is not discharged within 30 days; or
- (i) the Other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

5.4 For the avoidance of doubt, where the Other Party referred to in Clause 5.3 is one Assignor, the Assignee may elect to terminate this Agreement with that Other Party, and not with the other Assignor.

5.5 Where the Other Party referred to in Clause 5.3 is either Assignor, the Assignee shall be entitled to retain all the Assigned Patent Property accrued to and in its possession at the date of termination, to make no further payments under Clause 4.1 to the Other Party, and to repossess at no cost the equity issued to that Other

Party under Clause 4.2. The Other Party shall promptly after termination at the written request of, and at no cost to, the Assignee reassign such equity to the Assignee, and send to the Assignee all documents relating to the equity, including without limitation any share certificates.

5.6 Where the Other Party referred to in Clause 5.3 is the Assignee,

(a) the Assignors shall be entitled to have reassigned all the Assigned Patent Property accrued to and in the possession of the Assignee at the date of termination. The Assignee shall promptly after termination at the written request of, and at no cost to, the Assignor reassign all such Assigned Patent Property and return all material in tangible form relating to the Assigned Patent Property to the Assignors, save for one archive copy.

(b) the Assignee shall be entitled to repossess all the equity issued under Clause 4.2. The Assignors shall promptly after termination at the written request of, and at no cost to the Assignee, reassign such equity to the Assignee, and send to the Assignee all documents relating to the equity, including without limitation any share certificates.

5.7 In the circumstances referred to in Clause 5.6, the Assignee shall have no liability to the Assignor in respect of any loss or alleged impairment of the Assigned Patent Property, or any assignment or licence thereof to a Third Party up to the date of termination.

5.8 In the circumstances referred to in Clause 5.6, the Assignors shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising before the date of termination and which are uncompleted or unpaid at the date of termination, which are associated with the perfection of any rights, title, and interest in and to the Assigned Patent Property.

5.9 In the circumstances referred to in Clause 5.6, the Assignors shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising before the date of termination and which are uncompleted or unpaid at the date of termination, which are associated with the prosecution and the maintenance and enforcement of any Assigned Patent Property, and the Assignee shall have no obligation to pay any maintenance fees which become due for the Assigned Patent Property.



## **6. Miscellaneous**

- 6.1 No amendment, modification or alteration of the terms or provisions of this Agreement will be binding unless the same is in writing and duly executed by each of the Parties hereto.
- 6.2 (a) Any of the terms or provisions of this Agreement may be waived in writing at any time by the Party which is entitled to the benefits of such waived terms or provisions.  
(b) No waiver of any of the provisions of this Agreement will be deemed to, or will, constitute a waiver of any other provision hereof (whether or not similar). No delay on the part of any Party to this Agreement in exercising any right, power or privilege hereunder will operate as a waiver thereof.
- 6.3 If any provision of this Agreement or the application of any such provision to any person, Party or circumstance will be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement and this Agreement will remain in full force and effect and will be effective as if such illegal, invalid or unenforceable provision is not part thereof.
- 6.4 This Agreement (including the Schedules attached hereto or delivered in connection herewith) constitute the entire agreement between the Parties, and supersede all prior agreements and understandings, oral and written, between any and all the Parties with respect to the subject matter hereof, including without limitation any between the Assignors with respect to the ownership of the Assigned Patent Property. If there is conflict or contradiction between this Agreement and the Schedules, this Agreement shall prevail in relation to any issues arising out of or in connection with the Assigned Patent Property.
- 6.5 Subject to Clause 6.4, the Schedule attached hereto is an integral part of this Agreement, and is hereby incorporated by reference herein and made a part hereof.
- 6.6 The laws of England and Wales will govern the interpretation, construction, validity, performance and enforcement of this Agreement.
- 6.7 This Agreement may be executed in two or more counterparts, each of which will for all purposes be deemed to be an original but all of which together will constitute one and the same instrument.
- 6.8 Each Party warrants and represents that it has all the rights necessary to enter into this Agreement. The Assignors warrant to the Assignee that they have all


necessary title to the Assigned Patent Property to assign it to the Assignee under this Agreement.

- 6.9 No Party of either part shall be liable to a Party of the other part for any delay or non-performance of its obligations under this licence arising from any cause beyond its reasonable control including, without limitation, any of the following: mental or physical incapacity, death, act of God, governmental act, war, fire, flood, explosion or civil commotion, provided that if remediable the performance of such obligations shall be discharged as soon as the cause for delay or non-performance ceases.
- 6.10 This Agreement shall inure to the Parties and to their successors (including without limitation their legatees) and assigns.


**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be duly executed in duplicate originals by their duly authorised representatives as of the day and year first above written.

**THE ASSIGNORS**

David William Parker

 16.04.10

Colin Hamilton Burgess

 16.04.10

**THE ASSIGNEE**

 16/4/10

Aubrey Dunford for and on behalf of C-Major Limited

**Schedule**

<b><u>Ref 2</u></b>	<b><u>Title</u></b>	<b><u>Territor y</u></b>	<b><u>Publication No./(Application Number)</u></b>	<b><u>Status</u></b>
	<b>IMPROVEMENTS IN OR RELATING TO HYPODERMIC SYRINGES</b> (Method of assembly of hypodermics syringes (relating to assembling the syringe by passing the needle carrier through a barrier)) <b>International Application No.:</b> PCT/GB99/03170	UK	GB 2341804 (GB 9820784.8)	In force
		Europe	EP1115439 (EP99949131.9)	Application pending reinstatement
		USA	US 6,706,019 (US 09/787,813)	In force

<b><u>Ref 3</u></b>	<b><u>Title</u></b>	<b><u>Territory</u></b>	<b><u>Publication No./ (Application Number)</u></b>	<b><u>Status</u></b>
	<b>IMPROVEMENTS IN OR RELATING TO HYPODERMIC SYRINGES</b> (Small capacity syringe) <b>International Application No.:</b> PCT/GB2003/004326	UK	EP(UK)1572269 (EP03753744.6)	In force
		France	EP(FR)1572269 (EP03753744.6)	In force
		Germany	DE 60321485 (DE 60321485.1)	In force
		Sweden	EP(SE)1572269 (EP03753744.6)	In force
		USA	US 2006-0069348 (US 10/529,722)	Application pending reinstatement.

<b><u>Ref 4</u></b>	<b><u>Title</u></b>	<b><u>Territory</u></b>	<b><u>Publication No./ (Application Number)</u></b>	<b><u>Status</u></b>
	<b>HYPODERMIC SYRINGE</b> (Syringe comprising pre-filled capsule assembly (not user loaded)) <b>International Application No.:</b> PCT/GB01/01228	Europe	EP1272240 (EP01911998.1)	Application pending reinstatement
		Japan	JP 2003-527936 (JP 2001-570321)	Pending application
		USA	US 2003-0163092 (US 10/239,640)	Application pending reinstatement

<u>Ref 7I</u>	<u>Title</u>	<u>Territory</u>	<u>Publication No./(Application Number)</u>	<u>Status</u>
	IMPROVEMENTS IN OR RELATING TO BLOOD HANDLING SYSTEMS	n/a	n/a	To be filed after assignment

<u>Ref 7J</u>	<u>Title</u>	<u>Territory</u>	<u>Publication No./(Application Number)</u>	<u>Status</u>
	A DEVICE TO IMPROVE THE SAFETY OF PRE-LOADED SYRINGES	n/a	n/a	To be filed after assignment

<u>Ref 7K</u>	<u>Title</u>	<u>Territory</u>	<u>Publication No./(Application Number)</u>	<u>Status</u>
	TWO-CHAMBER MIXING SYRINGE	n/a	n/a	To be filed after assignment