

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Filtronic PTY LTD	06/01/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Filtronic PLC
Street Address:	Unit 2, Acorn Park
City:	Charlestown, Shipley, West Yorkshire
State/Country:	UNITED KINGDOM
Postal Code:	BD17 7SW
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	11574985
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(914)579-2201
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	james@trosino.com
Correspondent Name:	James Trosino
Address Line 1:	P.O. BOX 200
Address Line 4:	Yonkers, NEW YORK 10703
ATTORNEY DOCKET NUMBER:	PIZ-001
NAME OF SUBMITTER:	James Trosino
<b>Total Attachments: 6</b> source=2009-06-01 Executed Assignment#page1.tif source=2009-06-01 Executed Assignment#page2.tif source=2009-06-01 Executed Assignment#page3.tif source=2009-06-01 Executed Assignment#page4.tif source=2009-06-01 Executed Assignment#page5.tif source=2009-06-01 Executed Assignment#page6.tif	

OP \$40.00 11574985

**PATENT**

**501272456**

**REEL: 024887 FRAME: 0416**



Pinsent Masons

DATED 1<sup>st</sup> June 2009

(1) FILTRONIC PTY LIMITED

(2) FILTRONIC PLC

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INTELLECTUAL PROPERTY ASSIGNMENT

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THIS ASSIGNMENT is made on

1<sup>st</sup> June

2009

**BETWEEN:-**

- (1) **FILTRONIC PTY LIMITED** (Australian Company no. 069064802) whose registered office is at Level 18, 300 Adelaide Street, Brisbane, QLD 4000 ("the Assignor"); and
- (2) **FILTRONIC PLC** (Company no. (02891064) whose registered office is at Unit 2, Acorn Park, Charlestown, Shipley, West Yorkshire BD17 7SW ("the Assignee").

**WHEREAS:-**

- (A) The Assignor is the proprietor and beneficial owner of certain intellectual property including patents and patent applications.
- (B) The parties have agreed to the assignment of the Assignor's intellectual property, patents and patent applications on the terms of this Assignment.

**NOW THIS ASSIGNMENT WITNESSES AS FOLLOWS:-**

**1. INTERPRETATION**

- 1.1 In this Assignment the following terms shall have the following meanings unless the context otherwise requires:-

**"Intellectual Property"**

means patents, trade marks, logos, trade or business names, rights in designs, copyright (including rights in computer software and semiconductor topography rights), database rights, trade secrets, rights in inventions, know-how, confidential information and any and all other intellectual property rights whether registered or unregistered and including applications for registration and all other rights having equivalent or similar effect anywhere in the world;

**"Intellectual Property Rights"**

means all Intellectual Property owned by or licensed to the Assignor, including without limitation, all rights associated with the subject matter, underlying invention or subject matter of each of the Patents;

**"Patents"**

means the patents and patent applications listed in Schedule 1.

- 1.2 In this Assignment, unless the context otherwise requires:-

1.2.1 references to the singular includes the plural and vice versa and reference to any gender includes the other genders;

1.2.2 references to the parties are to the parties to this Assignment;

1.2.3 references to the Clauses or Schedules are to the clauses of and the schedules to this Assignment and references to this Assignment include the background recitals and the Schedules;

1.2.4 the headings do not affect the interpretation of this Assignment.

**2. ASSIGNMENT**

- 2.1 In consideration of the sum of £1 the Assignor HEREBY ASSIGNS and transfers to the Assignee with full title guarantee absolutely:-

- 2.1.1 all its legal and beneficial rights, title and interest in and to the Patents;
  - 2.1.2 all its legal and beneficial rights, title and interest in and to the Intellectual Property Rights; and
  - 2.1.3 all its rights and powers arising or accrued in connection with the Patents and Intellectual Property Rights including the right to sue for damages and other remedies in respect of any prior infringement of the Assignor's rights in or in respect of the Patents and Intellectual property Rights and to retain any and all sums obtained through such actions and the right to apply for, prosecute and obtain protection (of whatever nature) throughout the world including the right to claim any priority therefrom with the intent that the grant of any such rights shall be in the name of and vest in the Assignee.
- 2.2 This Assignment shall be subject to all licences of the Patents or Intellectual Property Rights granted by the Assignor to third parties, and the Assignee shall benefit from all rights and comply with all obligations under such licences as if it were the Assignor.
3. **FURTHER ASSURANCE**
4. The Assignor shall:
- 4.1 execute such further documents, and take such actions and do such things, as may be reasonably requested by the Assignee to give full effect to the terms of this Assignment, and to secure the full right title and interest of the Assignee in and to the Patents and Intellectual Property Rights; and
  - 4.2 until such time as the Assignee is recorded as the registered proprietor of the Patents on the applicable Patent Register, co-operate with the Assignee in any action or claim in respect of the Patents and shall, at the Assignee's request and direction, issue proceedings in respect of any infringement or alleged infringement of the Patents by a third party. The Assignee shall meet any reasonable expenses incurred by the Assignor in giving such co-operation. The Assignee shall be entitled to retain any and all damages, account of profits and/or award of costs recovered in such action or proceedings.
5. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**
- A person who is not a party to this Assignment shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Assignment provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act. No party may declare itself as a trustee of the rights under this Agreement for the benefit of any third party save as expressly provided in this Agreement.
6. **VARIATION**
- No variation or amendment of this Assignment shall bind any of the parties unless made and agreed to in writing by duly authorised officers of each party.
7. **ENTIRE AGREEMENT**
- This Assignment (including all the documents referred to in it) constitutes the entire agreement and understanding between the parties relating to the subject matter of this Assignment and supersedes any previous agreement, representations, negotiations or understanding relating to such matters and each party acknowledges that it shall have no cause of action against the other arising out of the same except in respect of any fraudulent misrepresentation made by either party.
8. **EXECUTION IN COUNTERPARTS**
- This Assignment may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument which shall only be deemed executed when counterparts executed by all the parties are delivered. Delivery for this purposes

shall be deemed effective when any party confirms in writing (including by facsimile transmission) that he has executed any counterpart.

**9. LAW AND JURISDICTION**

9.1 The construction, validity and performance of this Assignment shall be governed in all respects by the laws of England.

9.2 The parties hereby submit to the exclusive jurisdiction of the Courts of England in relation to any dispute or claim arising out of or in connection with this Assignment and accordingly agree that any suit, action or proceedings arising out of or in connection with this Assignment shall be brought in such courts.

**EXECUTED AS A DEED** by the parties on the date which first appears in this Assignment.

SCHEDULE 1

THE PATENTS

Patent	Country	Patent No	Application Number	Additional Information
Multiband Filter	GB	2432727	0704432.4	From PCT/AU2005/001370
Multiband Filter	US	Not yet granted	11/574985	
Multiband Filter	AU	Not yet granted	2005282223	
Multiband Filter	CN	Not yet granted	200580035315.9	
Microstrip Directional Coupler Loaded by a pair of Inductive Stubs	US	6549089	09/904687	

EXECUTED (but not delivered until dated)

AS A DEED by FILTRONIC PTY LIMITED

acting by

ANTHONY HALL

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Director

Secretary

*A Hall*

*M. Maymala*

EXECUTED (but not delivered until dated)

AS A DEED by FILTRONIC PLC

acting by

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Director

Director/Secretary

*Steph Mole*

*M. Maymala*