

# PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | NEW ASSIGNMENT                         |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------|----------------------------------------|---------------------|----------------------------------|-------------------|------------------------|-------|-----------------|----------------|----------------|--------------|---------|
| NATURE OF CONVEYANCE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ASSIGNMENT                             |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                        |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Norbert Kang</td> <td>10/01/2006</td> </tr> <tr> <td>David Gavin</td> <td>10/02/2006</td> </tr> </tbody> </table>                                                                                                                                                                               |                                        | Name          | Execution Date                         | Norbert Kang        | 10/01/2006                       | David Gavin       | 10/02/2006             |       |                 |                |                |              |         |
| Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Execution Date                         |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| Norbert Kang                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 10/01/2006                             |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| David Gavin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 10/02/2006                             |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                        |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>West Hertfordshire Hospitals NHS Trust</td> </tr> <tr> <td>Street Address:</td> <td>Research and Development Offices</td> </tr> <tr> <td>Internal Address:</td> <td>2nd Floor Verulam Wing</td> </tr> <tr> <td>City:</td> <td>Hemel Hempstead</td> </tr> <tr> <td>State/Country:</td> <td>UNITED KINGDOM</td> </tr> <tr> <td>Postal Code:</td> <td>HP2 4AD</td> </tr> </table> |                                        | Name:         | West Hertfordshire Hospitals NHS Trust | Street Address:     | Research and Development Offices | Internal Address: | 2nd Floor Verulam Wing | City: | Hemel Hempstead | State/Country: | UNITED KINGDOM | Postal Code: | HP2 4AD |
| Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | West Hertfordshire Hospitals NHS Trust |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| Street Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Research and Development Offices       |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| Internal Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2nd Floor Verulam Wing                 |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| City:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Hemel Hempstead                        |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| State/Country:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | UNITED KINGDOM                         |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| Postal Code:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | HP2 4AD                                |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| <b>PROPERTY NUMBERS Total: 1</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                        |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Property Type</th> <th style="width: 70%;">Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12872870</td> </tr> </tbody> </table>                                                                                                                                                                                                                             |                                        | Property Type | Number                                 | Application Number: | 12872870                         |                   |                        |       |                 |                |                |              |         |
| Property Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Number                                 |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| Application Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 12872870                               |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                        |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| <p>Fax Number: (314)231-4342<br/> <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 314-345-7000</p> <p>Email: uspatents@senniger.com</p> <p>Correspondent Name: Senniger Powers LLP</p> <p>Address Line 1: 100 North Broadway</p> <p>Address Line 2: 17th Floor</p> <p>Address Line 4: St. Louis, MISSOURI 63102</p>                                                                                                                        |                                        |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| ATTORNEY DOCKET NUMBER:                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | IPM 8003.1 (PIF/AXJ)                   |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| NAME OF SUBMITTER:                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Anita Juric                            |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |
| <p>Total Attachments: 8<br/> source=01300311#page1.tif</p>                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                        |               |                                        |                     |                                  |                   |                        |       |                 |                |                |              |         |

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**PATENT**  
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DATED 28 - 09 - 2006

NORBERT VENANTIUS (1)  
KANG-BUDIALAM

DAVID GAVIN

("Inventors")

and

WEST HERTFORDSHIRE (2)  
HOSPITALS NHS TRUST  
("Trust")

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INTELLECTUAL PROPERTY  
ASSIGNMENT

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THIS DEED is made on

2006 BETWEEN:

## **PARTIES**

- (1) **NORBERT VENANTIUS KANG-BUDIALAM** of 6 Elgin Drive, Northwood, Middlesex HA6 2YR and  
**DAVID GAVIN** of 1 Westview Rise, Hemel Hempstead, Hertfordshire HP2 5DQ together (the "Inventors") and
- (2) **WEST HERTFORDSHIRE HOSPITALS NHS TRUST** of The Trust Offices, Hemel Hempstead Hospital, Hillfield Road, Hemel Hempstead, HP2 4AD (the "Trust")

## **BACKGROUND**

- (A) The Inventors as employees of the Trust have discovered, invented, created or produced the Invention(s) some of which have become the subject of the Patent(s).
- (B) The Inventors now wish to procure the commercial exploitation of the Invention(s), the Patent(s) and any associated intellectual property rights and know-how and assign all rights in them to the Trust for this purpose.
- (C) The Trust wishes to be assigned the Invention(s), the Patent(s) and any associated Intellectual Property Rights and know-how for the purposes of commercial exploitation.

## **OPERATIVE TERMS**

The parties agree as follows:

### **1 Interpretation**

#### **1.1** In this Deed, the following words have the following meanings:

"**Intellectual Property Rights**" means all intellectual property rights of whatsoever nature in any part of the world in or arising out of the making of the Invention(s) including without limitation the Patent(s) (and the rights to file further patent applications or any application to register any of the Intellectual Property and to claim priority over any other applications when filing further applications in the UK or overseas) and any design, process, information, copyright work, rights in and to technical processes, systems, methods, software design, algorithm, code, scripts or other computer software, rights in databases, topography right, domain name, trade mark, trade name and get-up, whether or not any of these rights are capable of being patented or registered;

"**Improvement**" means any further development, work, discovery and creation made by the Inventors as employees of the Trust to an Invention, Patent or Know-How from the date of invention till the date of filing of patent application under the Patent Co-operation Treaty and which is included in such filing;

"**Invention(s)**" mean the invention(s) listed in Schedule 1 and the subject of the patent application(s) and Patent(s);

"**Know-how**" means all technical information, data, knowledge, inventions, techniques, processes, systems, formulae, results of experimentation, designs, statistics, records and all other confidential information and data developed by the Inventors as employees of the Trust and which relate to the use and exploitation of the Invention(s); and

"**Patent(s)**" mean any and all of the patents and patent applications referred to in Schedule 2 together with any patents granted pursuant to the applications and any continuations, continuations in part, extensions, reissues, divisions and supplementary protection certificates that derive priority from the foregoing.

- 1.2 In this Deed (except where the context otherwise requires):
- (a) any reference to a clause or schedule is to the relevant clause or schedule of or to this Deed and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the clause or schedule in which it appears;
  - (b) the clause headings are included for convenience only and shall not affect the interpretation of this Deed; and
  - (c) any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).
- 1.3 If a provision of this Deed is inconsistent with a provision of a schedule to this Deed, the provision of this Deed prevails.

## **2 Intellectual property**

- 2.1 The Inventors each assign to the Trust all rights they may have to:
- (a) the Invention(s);
  - (b) the Patent(s);
  - (c) the Intellectual Property Rights;
  - (d) the Know-how;
  - (e) apply for, prosecute and obtain patent or similar protection throughout the world in respect of the Inventions and including the right to claim priority from any of the Patent(s); and
  - (f) take actions and proceedings as may be necessary and recover damages or otherwise in respect of any infringement of the rights assigned by this Deed in respect of any infringements which occurred before the date of this Deed.
- 2.2 If an Improvement is discovered or created by the Inventors, the Inventors shall:
- (a) promptly disclose to the Trust full details of the Improvement;
  - (b) hereby assign the Improvement to the Trust on the same terms and conditions as the Invention is assigned under this Deed.
- 2.3 If the Trust enters into a licence, assignment or other agreement with a third party for the exploitation of any of the Invention(s), Patent(s), Intellectual Property Rights and Know-how, the Trust shall distribute any income received by the Trust under that licence, assignment or other agreement in accordance with Trust's policy for distribution of net income between the Inventors and the Trust in force at the time of execution of this Deed as set out in Schedule 3.
- 2.4 Notwithstanding anything to the contrary in this Deed, the Inventors reserve the right to use the Invention(s), the Patent(s), Intellectual Property Rights and the Know-how for the purposes of publication, teaching and academic/non-commercial research.
- 2.5 The Inventors shall not:
- (a) subject to clause 2.4, disclose particulars of the Invention(s), Patent(s), Intellectual Property Rights and Know-how to any person except to the Trust and those bound by written obligations of confidence to the Inventors or to the Trust prior to filing of any patent application;

- (b) grant any rights to any third party to use or otherwise exploit any part of the Invention(s), Patent(s), Intellectual Property Rights and Know-how so as to derogate from the assignment made under this Deed in any way; or
- (c) use the Invention(s), Patent(s), Intellectual Property Rights and Know-how for any purpose other than publication, teaching and academic/non-commercial research.

### **3 Representations**

#### **3.1 The Inventors confirm that:**

- (a) the Invention(s), Patent(s), Intellectual Property Rights and Know-how are their original work, no other person was involved in their creation and they have not been copied wholly or substantially from any other work or material, and that the exercise by the Trust of the rights assigned to it hereunder will not to the best of their knowledge and belief infringe the rights of any third party;
- (b) no other person was involved with the Inventors in the creation of the Invention(s) and that no other person has any legal or beneficial interest in the Invention(s);
- (c) prior to filing of any patent application, they have not disclosed anything about the Invention(s), Patent(s), Intellectual Property Rights and Know-how to any person except to those bound by written obligations of confidence to the Inventors or to the Trust;
- (d) apart from the Trust, they are the sole owner of the Invention(s), Patent(s), Intellectual Property Rights and Know-how and have not knowingly created any rights in favour of any third party;
- (e) they are not aware of anything, and have not done or omitted to do anything which they know would affect the validity or enforceability of the Invention(s), Patent(s), Intellectual Property Rights and Know-how or cause the Patent(s) to be revoked; and
- (f) the Invention(s), Patent(s), Intellectual Property Rights and Know-how were created by the Inventors either in the course of their normal duties as employees of the Trust or pursuant to arrangements known to and approved by the Trust.

#### **3.2 The Trust makes no representation and gives no warranty in any way in relation to any of the Rights and any representations or warranties given by the Trust (express or implied) are excluded to the maximum extent permitted by law.**

### **4 Further steps**

#### **4.1 The Inventors shall, at the request of the Trust, use all reasonable endeavours to do or procure to be done all further acts and things and execute or procure the execution of all other documents as the Trust may from time to time reasonably require for the purposes of giving the Trust the full benefit of the assets, rights and benefits transferred to the Trust under this Deed including assisting the Trust:**

- (a) in the resolution of any queries concerning the Invention(s), Patent(s), Intellectual Property Rights and Know-how;
- (b) in the protection or commercial exploitation of the Invention(s), Patent(s), Intellectual Property Rights and Know-how; and
- (c) by providing assistance and information as the Trust may require in connection with any third party claim, action or proceeding brought against the Trust or any of the Trust' licensees or assignees concerning the Invention(s), Patent(s), Intellectual Property Rights and Know-how.

- 4.2 The Trust will consult with the Inventors about exploitation of the Invention(s), Patent(s), Intellectual Property Rights and Know-how.

## 5 Commercialisation

- 5.1 By consulting with and in the full knowledge of the Inventors, the Trust shall diligently proceed to develop and commercially exploit the Invention(s), Patent(s), Intellectual Property Rights and Know-how.
- 5.2 If the Trust no longer wishes to develop and commercially exploit the Invention(s), Patent(s), Intellectual Property Rights and Know-how and or if the Inventors and the Trust agree that the Trust has failed to proceed diligently to develop and commercially exploit the Invention(s), Patent(s), Intellectual Property Rights and Know-how, the Trust will assign to the Inventors any and all rights it has in respect of the Invention(s), Patent(s), Intellectual Property Rights and Know-how.

## 6 General

- 6.1 A provision of this Deed or any right created under it cannot be waived or varied except in writing signed by the parties.
- 6.2 The Inventors and the Trust each severally and irrevocably appoint the Trust as its attorney to sign, execute and deliver on its behalf all deeds and documents and do all acts and things necessary to give effect to the terms of this Deed and for vesting in the Trust the full benefit of the assets, rights and benefits to be transferred to the Trust under this Deed.
- 6.3 Any notice to be given under this Deed shall be in writing and delivered by hand, prepaid registered post or facsimile to the party using the details set out in this Deed. A party who gives a notice to the Trust under this Deed shall send a copy of that notice to the **The Trust Offices, Hemel Hempstead Hospital, Hillfield Road, Hemel Hempstead, HP2 4AD**. Notices are deemed to have been given:
- (a) if delivered by hand, at the time of delivery unless delivered after 5pm in the place of receipt or on a non-business day, in which case the notice is deemed to have been given at 9am the next business day;
  - (b) if sent by registered post from within the United Kingdom, three business days after posting (or seven business days if posted from outside the United Kingdom); and
  - (c) if sent by facsimile, at the time the facsimile is received shown in the transmission report as the time that the whole facsimile was sent unless received after 5pm in the place of receipt or on a non-business day, in which case the notice is deemed to have been given at 9am the next business day.
- 6.4 This Deed constitutes the entire agreement and understanding of the parties and supersedes all negotiations, understandings or previous agreement between the parties relating to the subject matter of this Deed.
- 6.5 Unless the contrary intention appears, a reference in this Deed to:
- (a) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually; and

- (b) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually but an agreement, representation or warranty of the Trust binds the Trust individually only.

6.6 The parties agree to the following process for the resolution of disputes:

- (a) The Parties agree that should any dispute arise between them in relation to this Agreement they shall meet as soon as practicable and negotiate in good faith with a view to resolving the dispute.
- (b) If the Parties are unable to settle any dispute by negotiation within 28 days the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- (c) To initiate mediation a party must give notice in writing to the other party, requesting mediation in accordance with this clause.

6.7 This Deed and any documents to be entered into pursuant to it shall be governed by and construed in accordance with English law.

6.8 This Deed may consist of a number of copies, each signed by one or more parties to the Deed. If so, the signed copies are treated as making up the one and the date on which the last counterpart is executed will be the date of the Deed.

6.9 This instrument:

- (a) is executed as a deed and by its execution the parties authorise their solicitors to deliver it for them when it is dated; and
- (b) was delivered when it was dated.

Signed as a deed by  
**NORBERT VENANTIUS  
KANG-BUDIALAM:**

*Norbert Kang*

Signed as a deed by  
**WEST HERTFORDSHIRE  
HOSPITALS NHS TRUST** by 2  
directors:

in the presence of:

Witness' signature: *[Signature]*

Name: *N. Kang*

Address: *37 South of Rise*

*Ruship*

*Nid, Houten*

Occupation: *Surgeon*

Date: *1/10/2006*

Director: *[Signature]*

*Prof. Graham Ramsay*  
*Medical Director*

Director: *[Signature]*

*David Low*  
*David Low*

Date: *9/10/06*

Signed as a deed by  
**DAVID GAVIN**

in the presence of

Witness' signature:

Name:

Address:

Occupation:

Date:

### Schedule 1

#### Inventions

Patients with prominent ears currently undergo an otoplasty procedure which takes 90min with a potential risk of complications occurring in 50%. This clinician led development has created a product that is capable of permanently adjusting the angle of the ears with a 10 min out-patient procedure performed by more junior staff under local anaesthetic. A scaffold made from a memory material is inserted under the skin, between the skin and the ear cartilage. The scaffold re-shapes the ear to a pre-determined angle. The scaffold is left in place while the ear cartilage re-models itself into its new shape. After 6-8 weeks the scaffold can be removed.

### Schedule 2

#### Patents

#### **Patent applications:**

GB priority patent application number 0517499.0 entitled 'Surgical scaffold' with priority date 26/08/05

PCT international patent application number PCT/GB2006/003181 entitled "Surgical scaffold" filed 26/08/06.

### Schedule 3

#### Income distribution

| Net Income | Inventor(s) | Department | Trust |
|------------|-------------|------------|-------|
| First £10K | 90%         | 5%         | 5%    |
| Next £40K  | 75%         | 12.5%      | 12.5% |
| Next £200K | 50%         | 25%        | 25%   |
| Over £250K | 35%         | 32.5%      | 32.5% |

For the purposes of this Schedule 3, the following terms have the following meanings:

**"Net Income"** means total revenue generated by the exploitation of any of the Patents, the Inventions, the Intellectual Property and the Know-how less total agreed costs incurred in generating that revenue, for the avoidance of doubt such costs include externally receipted costs incurred in relation to the protection and commercialisation of Intellectual Property Rights; and

**"Inventors"** as defined in this Deed mean the Inventors. The Inventors share of the Net Income in the table above shall be further distributed as Norbert Venantius Kang-Budialam 85% and David Gavin 15% respectively.

**"Department"** as defined in this Deed means the Restoration of Function and Appearance Trust (RAFT). The RAFT Institute is a research charity dedicated to funding research in plastic surgery.

**"Trust"** as defined in this Deed means the West Hertfordshire NHS Trust.