

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
Oxford Instruments Analytical Limited	01/01/2011
RECEIVING PARTY DATA	
Name:	Oxford Instruments Superconductivity Limited
Street Address:	Tubney Woods Abingdon
City:	Oxon
State/Country:	UNITED KINGDOM
Postal Code:	OX13 5QX (OIS)
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12182597
CORRESPONDENCE DATA	
Fax Number:	(202)772-5858
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202.772.5800
Email:	abachiche@blankrome.com
Correspondent Name:	Blank Rome LLP
Address Line 1:	600 New Hampshire Ave. N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037
ATTORNEY DOCKET NUMBER:	130366.00101
NAME OF SUBMITTER:	Michael C. Greenbaum
Total Attachments: 8 source=130366_Assign#page1.tif source=130366_Assign#page2.tif source=130366_Assign#page3.tif source=130366_Assign#page4.tif source=130366_Assign#page5.tif source=130366_Assign#page6.tif source=130366_Assign#page7.tif source=130366_Assign#page8.tif	

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PATENT
REEL: 026472 FRAME: 0030

DATED 1 January 2011

OXFORD INSTRUMENTS ANALYTICAL LIMITED

- and -

OXFORD INSTRUMENTS SUPERCONDUCTIVITY LIMITED

**ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS**

LAYTONS
SOLICITORS

GUILDFORD



LONDON



MANCHESTER

www.laytons.com

Ref: ECL/8950519

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THIS DEED OF ASSIGNMENT is made on *1 January* 2011

BETWEEN

- (1) **OXFORD INSTRUMENTS ANALYTICAL LIMITED** a private limited company registered in England and Wales with registered no. 1044063 whose registered office is at Tubney Woods Abingdon Oxon OX13 5QX ("OIA");
- (2) **OXFORD INSTRUMENTS SUPERCONDUCTIVITY LIMITED** a private limited company registered in England and Wales with registered no. 704320 whose registered office is at Tubney Woods Abingdon Oxon OX13 5QX ("OIS");

WHEREAS

- (A) OIA and OIS have entered into the Business Transfer defined below
- (B) The Business Transfer provides for the transfer to OIS of, inter alia, all Intellectual Property Rights owned used or held by OIA in or in connection with the Business (as defined below) for due consideration
- (C) The parties have therefore agreed to enter into this Deed of Assignment in order that the Intellectual Property Rights may be transferred by OIA to OIS

NOW WITNESS that:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Assignment including its schedules:

- | | |
|---------------------|--|
| "Assignment" | means this Assignment; |
| "Business" | means the business of the supply of analysis tools which give precise chemical and structural data to users of electron microscopes carried on by OIA at the Effective Date; |
| "Business Transfer" | means a Transfer and Agreement made between the parties having the same date as this Assignment; |
| "Effective Date" | means <i>1 January</i> 2011; |

"Intellectual Property Rights" means the Patents, rights to inventions, utility models, copyright, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill attending to the same or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world, which in any such case are owned, used or held under licence or otherwise by OIA in or in connection with the Business;

"Patents" means the patents and patent applications listed in the Schedule;

1.2 Interpretation

In this Agreement:

1.2.1 clause headings shall be ignored in interpretation;

1.2.2 references to clauses are references to the same in this Agreement;

2. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

2.1 Assignment

For the consideration expressed in the Business Transfer, OIA hereby assigns to OIS all of OIA's right, title and interest in and to the Intellectual Property Rights, including OIA's right, title and interest in and to:

2.1.1 any registrations granted pursuant to any applications comprised in the Intellectual Property Rights; and

2.1.2 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership,

of any of the Intellectual Property Rights whether occurring before, on, or after the date of this Assignment.

2.2 Acceptance of Assignment

OIS hereby accepts the assignment effected by clause 2

3. AUTHORISATION

OIA authorises OIS to contact all such authorities, offices, registrars or any other party in OIA's name or in OIS' own name in relation to the Intellectual Property Rights and to this Assignment; and OIA agrees for itself and its respective legal representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments and other lawful documents as OIS may reasonably request to give full effect to the assignment effected by clause 2.1

4. GENERAL

4.1 Counterparts

This Agreement may be executed in any number of counterparts each of which when executed and delivered constitutes an original of this Agreement but all the counterparts shall together constitute the same Agreement

4.2 Governing Law and Jurisdiction

The provisions of this agreement shall be governed in all aspects by the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales

AS WITNESS the hands of the parties or their duly authorised representatives the date first above written

THE SCHEDULE

The Patents

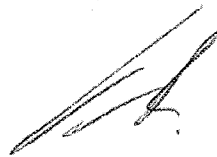
<u>Client's Reference / Title</u>	<u>Country</u>	<u>Application No.</u>	<u>Appln Date</u>	<u>Pub or Grant No.</u>	<u>Grant Date</u>
<u>NanoAnalysis</u>					
Shred 3	WO	PCT/GB 08/02124	20/06/2008		
Shred 3	US	12/452040	20/06/2008		
Shred 3	JP				
Shred 3	EP	08762437.5	20/06/2008		
X-Ray Fluorescence Analyser	US	09/984654	30/10/2001	6487269	26/11/2002
Shred Detector	US	12/523287	14/01/2008		
Field Correction	JP	2006-128667	05/04/2006		
Field Correction	US	11/398116	05/04/2006	7442930	28/10/2008
Improved Detector	US	11/125317	10/05/2005	7151269	19/12/2006
Interfacing Material Identification	EP	06252989.6	09/06/2006	1736759	
Material Identification	JP	2006-199982	23/06/2006		
Material Identification	US	11/427284	28/06/2006	7595489	29/09/2009
Thin Film Without Beam Current	US	12/182597	30/07/2008		
Detector with Getter	EP	06123521.4	06/11/2006	1790998	Abandoned
Detector with Getter	JP	2006-283591	18/10/2006		Abandoned
X-Ray Detector	US	11/420856	30/05/2006	7514691	07/04/2009
Direct Cooled X-Ray Sensor	JP	2002-101932	27/02/2002	3952279	11/05/2007
Direct Cooled X-Ray Sensor	US	10/078539	21/02/2002	6573509	03/06/2003
Thin Film Measurement	WO	PCT/GB 07/01803	16/05/2007	WO2007/132243	
Thin Film Measurement	US	12/300963	16/05/2007		
Thin Film Measurement	JP	2009-510541	16/05/2007		
Texture Analysis	JP	2002-214139	23/07/2002	4249954	23/01/2009
Texture Analysis	US	10/200251	23/07/2002	6748345	08/06/2004
Thin Film	EP	07732827.6	16/05/2007		

Measurement

Electron Detection Device	US	10/245545	18/09/2002	6670615	30/12/2003
Xvision	GB			0568351	18/02/1998
Xvision	FR			0568351	18/02/1998
Xvision	DE			0568351	18/02/1998
Xvision	NL			0568351	18/02/1998
Xvision	US			5357110	18/10/1994
Xvision	JP			3314182	07/06/2002
Tempest Detector	WO	PCT/GB2009/051658	07/12/2009		
Hawk Electron Trap	US	12/685,953	12/01/2010		

SIGNED AS A DEED
by OXFORD INSTRUMENTS
ANALYTICAL LIMITED
acting by
NAME: KEVIN BOYD
a director, in the presence of

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)
)
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)



Witness Signature: *Tom Curtis*

Name *Tom Curtis*

Address: *5 Stone House Lane, Kingston Bagpunch, OX13 5BP*

Occupation: *Accountant*

SIGNED AS A DEED
by OXFORD INSTRUMENTS
SUPERCONDUCTIVITY LIMITED
acting by
NAME:
a director, in the presence of

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)
)
)
)
)
)



Witness Signature: *Tom Curtis*

Name *Tom Curtis*

Address: *5 Stone House Lane, Kingston Bagpunch, OX13 5BP*

Occupation: *Accountant.*