

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cambridge Enterprise Limited	07/01/2011
RECEIVING PARTY DATA	
Name:	Armantys Limited
Street Address:	St. John's Innovation Centre
Internal Address:	Cowley Road
City:	Cambridge
State/Country:	UNITED KINGDOM
Postal Code:	CB4 0WS
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8004317
CORRESPONDENCE DATA	
Fax Number:	(763)587-7086
Phone:	763-587-7076
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Clise, Billion & Cyr, P.A.
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Address Line 2:	Suite 300
Address Line 4:	Plymouth, MINNESOTA 55441
ATTORNEY DOCKET NUMBER:	2500-001
NAME OF SUBMITTER:	Angela Zwack

Total Attachments: 12  
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DATED 1 JULY 2011

CAMBRIDGE ENTERPRISE LIMITED (1)  
("CE")

and

AMANTYS LIMITED (2)  
("Assignee")

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PATENT ASSIGNMENT

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THIS DEED is made on 1 JULY 2011

BETWEEN:

**PARTIES**

- (1) **CAMBRIDGE ENTERPRISE LIMITED** (Company Number 01069886) of The Old Schools, Trinity Lane, Cambridge CB2 1TS ("CE") and
- (2) **AMANTYS LIMITED** (Company Number 7247027) whose registered office is at St John's Innovation Centre, Cowley Road, Cambridge, Cambs CB4 0WS ("Assignee").

**BACKGROUND**

- (A) CE is the proprietor of the Patents.
- (B) By a licence agreement dated 2 July 2010 CE granted the Assignee a licence of the Patents.
- (C) The Assignee wishes to be assigned the rights to the Patents and CE has agreed to do so on the terms set out in this Deed.

**OPERATIVE TERMS**

The parties agree as follows:

**1 Interpretation**

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

"**Confidential Information**" means any information marked confidential obtained directly or indirectly by one party from the other party;

"**Field**" means power semiconductor devices, modules and products;

"**Inventors**" means the inventors mentioned in the Patents;

"**Know-how**" means technical information of the Principal Investigator in the Field which exists at the date the Licence was entered into and which relates directly to the exploitation in the Field and Territory of the inventions claimed in the Patents;

"**Licence**" means the licence referred to in Recital B;

“Onward Assignment” means an assignment by the Company of the Patents (or any of them) to any other person;

“Patents” mean the patent applications and/or granted patents listed in Schedule 1;

“Principal Investigator” means Dr. Patrick R Palmer;

“Products” means any product, process or use which the Assignee or Sub-Licensees sell, supply or make available anywhere in the Territory (including to a Sub-Licensee) and which incorporates or its development makes use of any of the Patents or Know-how;

“Sub-Licensee” means any third party granted a sub-licence of the rights in clause 4.1 by the Assignee;

“Territory” means worldwide; and

“University” means Chancellor, Masters and Scholars of the University of Cambridge.

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 In consideration of the sum of £10 (receipt of which is hereby acknowledged) and subject to the provisions of clause 3, CE hereby assigns to the Assignee absolutely all its right title and interest in the Patents (“the Present Assignment”) and the Present Assignment is hereby accepted by the Assignee, including the right to:

- (a) apply for, prosecute and obtain patent or similar protection throughout the world in respect of the Patents and including the right to claim priority from any of the Patents; and
- (b) take all 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

subject to and with the benefit of the licences which the Assignee may have granted in respect of the Patents pursuant to the Licence.

2.2 Subject to clause 2.3 there is reserved for the University and the inventors an irrevocable, world-wide, royalty-free, right to use and to license other academic institutions to use the Patents for publication, teaching and academic research, including as background intellectual property for commercially funded research or collaborative research pursuant to EC or other government research funding and for applications for funding for such research. The Assignee agrees that, notwithstanding any other provision of this Agreement, it has no right to enforce the Patents against any academic institution or restrict publication of any research by an academic institution relating to or using the Patents for teaching or non-commercial research purposes.

2.3 The Assignee acknowledges that the University may, from time to time, wish to publish certain material containing or relating to the Patents and the Know-how in accordance with recognised academic and scientific practice. CE hereby agrees and undertakes that it will use reasonable endeavours to procure that the Inventors, while they are in the employment of the University of Cambridge, shall submit all proposed publications, presentations, seminars, instruction and/or other material based on any of the Patents or of any Know-how provided under clause 3.1 (each to be hereafter referred to as an "Intended Publication") to the Assignee in writing not less than thirty (30) days in advance of the submission for publication or presentation. The Assignee may request that the submission for publication or presentation of any Intended Publication be delayed or that such Intended Publication is amended if such delay or amendment is necessary in order to protect the commercial value of the Patents and/or Know-how. A delay imposed on submission for publication or presentation as a result of a request made by the Assignee shall not exceed sixty (60) days from the date of receipt of the Intended Publication by the Assignee. Notification of the request for any initial delay of or amendment to the submission for publication or presentation must be received by CE and the University within twenty-one (21) days after the receipt of the Intended Publication by the Assignee, failing which the

University shall be free to assume that the Assignee has no objection to the proposed publication.

- 2.4 Nothing in this Agreement shall prevent or delay any registered student of the University from submitting for a degree a thesis based on the whole or any part of the Patents and Know-how, the examination of such a thesis by examiners appointed by the University, or the deposit of such a thesis in a library of the University in accordance with University Regulations.
- 2.5 The Assignee acknowledges that a non-exclusive licence ("the Existing Right") in respect of the Patent which is EP 0898811 (short title 'IGBT Control') was granted by an agreement signed in 1996 by the University and Hill Graham Controls Limited and that the Present Assignment is made subject to the Existing Right.

**3 Provisions relating to the Assignment**

- 3.1 The Assignee shall ensure that all future assignees of the Patents (or any of them) (together, "Owners") are bound by the qualifications and conditions of this Present Assignment mutatis mutandis, including, without limitation, the provisions regarding liability and indemnity in Clause 7. Any purported assignment of the Patents (or any of them) to a person who is not bound by the qualifications and conditions of this Present Assignment shall be void.

**4 Licence of Know-how**

- 4.1 CE hereby grants to the Assignee subject to the provisions of this Deed an irrevocable, non-exclusive, royalty free licence to use the Know-how (with the right to sub-license, subject to clause 4.2), to design, have designed, manufacture, have manufactured, sell, supply and make available Products in the Territory.
- 4.2 The Assignee shall be entitled to grant sub-licences of its rights under this clause 4 (and to permit multiple levels of sub-licensing by Sub-Licensees), provided that:
- (a) each sub-licence shall include terms which are equivalent to the obligations and limitations (including without limitation the limitation of CE's and the University personnel's liability and the obligation to indemnity contained in Clause 7) imposed on the Assignee under this Deed and shall not exclude the Contracts (Rights of Third Parties) Act 1999 in respect of CE or University personnel;
  - (b) the Assignee shall be responsible for Sub-Licensees' conduct and any breach of a sub-licence as if it had been a breach by the Assignee under this Deed and the Assignee shall indemnify CE against any loss, damages, costs,

claims or expenses which are awarded against or suffered by CE as a result;  
and

- (c) for the avoidance of doubt, all Sub-Licensees shall be treated as sub-licensees of the Assignee for the purposes of this Agreement, whether the rights are granted directly by the Assignee or by any Sub-Licensee.

**5 Further Assurance**

- 5.1 CE shall, at the expense and request of the Assignee, 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 Assignee may from time to time reasonably require for the purposes of giving the Assignee the full benefit of the assets, rights and benefits transferred to the Assignee under this Deed, including (but not limited to) execution of an assignment confirming the terms of this assignment for the purposes of registration at national or regional patent offices.

**6 Warranties**

- 6.1 CE warrants that the University and the Inventors have assigned to CE all their intellectual property rights in the Patents. The Assignee acknowledges that CE has not performed any searches or investigations into the existence of any third party rights, which may affect any of the Patents.
- 6.2 CE warrants that:
- (a) it has the full power to enter into this Deed; and
  - (b) save for the Licence and the Existing Right (as defined in clause 2.5), it has not granted any licences to use the Patents within the United Kingdom nor created any charges, liens, encumbrances or equities in respect of the Patents.

**7 Liability and indemnity**

- 7.1 The limitations and exclusions in this Deed shall not apply in respect of claims for personal injury or death caused by negligence of CE, the University, the University's employees or students or the Inventors or in respect of fraud or fraudulent misrepresentation.
- 7.2 In respect of any damages or expenses of whatsoever nature and howsoever arising (including in contract, tort, negligence or for breach of statutory duty or misrepresentation) in connection with any use of the Patents or the Know-how:



- (a) the aggregate liability of CE, the University, the University's employees and students and the Inventors shall be limited to the total income which CE has received from the Assignee (less any expenses which CE has incurred in obtaining, maintaining or defending the Patents) during the six years, preceding the year in which the liability arises (as reckoned from the date of execution) or £100,000 whichever shall be the higher; and
- (b) in no circumstances shall CE, the University, the University's employees or students or the Inventors be liable for any indirect, incidental, consequential or special damages including any loss of profits, revenue, business opportunity or goodwill.

7.3 The Assignee shall indemnify CE, the University, the University's employees and students and the Inventors and Principal Investigator in full against all sums paid or awarded in respect of any third party claim (together with reasonable legal, professional and other fees and expenses reasonably incurred in dealing with such claim) relating to or arising from the use by the Assignee or any licensee or assignee of the Patents and/or the Know-how. Nothing in this sub-clause shall prevent the Assignee recovering from CE, subject to the exclusions and limitations set out in this Deed, damages due to the Assignee for default by CE of any of its obligations under this Deed. For the avoidance of doubt the indemnity under this clause is limited to third party claims as described in this clause and does not extend to any indirect, incidental or consequential damages including any loss of profits, revenue, business opportunity or goodwill also suffered by CE, the University, the University's employees or students or the Inventors or the Principal Investigator.

## 8 Non-Disclosure

- 8.1 Upon the Assignee's reasonable request, CE shall arrange for the Principal Investigator to supply the Assignee with all Know-how in his possession that CE is at liberty to disclose and that has not previously been disclosed and which is reasonably necessary or desirable to enable the Assignee to undertake the further development of the Patents. The method of such supply shall be agreed between the Principal Investigator and the Assignee but shall not require the Principal Investigator to undertake more than two man-days of work, unless otherwise agreed in writing between the Parties. If it is agreed that the Principal Investigator shall travel to the Assignee's premises in connection with such supply, the Assignee shall reimburse all travel (at business class rates), accommodation and subsistence costs incurred.
- 8.2 The Assignee receives the Know-how as Confidential Information, whether or not marked confidential. The Assignee shall not use the Know-how for any purpose except as expressly licensed hereby and in accordance with the provisions of this

Agreement. The Assignee shall observe the provisions of clauses 8.3 to 8.5 and 8.7 in relation to the Know-how.

8.3 No Confidential Information disclosed by one party ("Disclosing Party") to the other party ("Recipient Party") under this Deed may be disclosed by the Recipient Party to any person except:

- (a) employees, officers, directors, auditors, or subcontractors of the Recipient Party or the University requiring the Confidential Information for the purposes of this Agreement;
- (b) with the prior written consent of the Disclosing Party which consent may be given or withheld in its absolute discretion;
- (c) to actual or potential customers or sub-licensees for Products in so far as such disclosure is necessary to promote the sale or use of Products;
- (d) if the Recipient Party is required to do so by law (including the Freedom of Information Act 2000) or stock exchange; or
- (e) if the Recipient Party is required to do so in connection with legal proceedings relating to this Deed.

8.4 No Confidential Information of the Disclosing Party may be used by the Recipient Party for any purpose other than the performance of the Recipient Party's obligations or the exercise of the Recipient Party's rights under this Deed.

8.5 Any Party disclosing Confidential Information under clause 8.3(a), 8.3(b) or 8.3(c) must use all reasonable endeavours to ensure that persons receiving Confidential Information from it:

- (a) do not disclose or use the Confidential Information except in the circumstances permitted in clauses 8.3 and 8.4; and
- (b) sign a written confidentiality undertaking in terms as least as restrictive as that binding the Recipient Party.

8.6 Clauses 8.3, 8.4 and 8.5 do not apply to Confidential Information which:

- (a) is in or becomes part of the public domain other than through breach of this Deed or an obligation of confidence owed to the Disclosing Party;
- (b) the Recipient Party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the Disclosing Party

(unless that knowledge arose from disclosure of information in breach of an obligation of confidence).

8.7 The Recipient Party must return promptly to the Disclosing Party if so requested all documents or other materials containing or referring to Confidential Information which are in the Recipient Party's possession, power or control or in the possession, power or control of persons who have received Confidential Information from the Recipient Party under clause 8.3(a), 8.3(b) or 8.3(c). This clause 8.7 shall not apply to Know-how.

**9 General**

9.1 Neither party may use the name of the other party, or (in the case of the Assignee) the name of the University, in any way, including (without limitation) in any release or announcement concerning the subject matter of this Deed, without the prior written consent of the other party unless and to the extent that any such announcement or release is required to be made by law or by a relevant stock exchange. The Assignee shall procure that any person, to whom any of the Patents are licensed or assigned, or anyone associated with them or such person, shall comply with the provisions of this clause 9. If the University shall so request, the Assignee shall and shall procure that the person, who exploits the Patents, shall acknowledge in any publicity, in terms to be agreed with the University, the origin of the Patents as developed within the University.

9.2 A provision of this Deed or any right created under it cannot be waived or varied except in writing signed by the parties.

9.3 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. 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.

- 9.4 The Assignee acknowledges that in entering into this Deed it has not relied on any representations or warranties about its subject matter except as expressly provided by the written terms of this Deed.
- 9.5 Except in the case of fraud or fraudulent misrepresentation, 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.
- 9.6 This Deed may be signed in any number of counterparts, each of which, when executed and delivered, shall be an original and all of which together evidence the same Deed.
- 9.7 This Deed and any documents to be entered into pursuant to it shall be governed by and construed in accordance with English law.

IN WITNESS of which this Deed has been duly executed by the parties hereto the day and year first above written.

EXECUTED as a DEED for and on behalf of )  
 CAMBRIDGE ENTERPRISE LIMITED by: )  
 in the presence of: )

*R. C. Jennings*  
 \_\_\_\_\_  
 Director

WITNESS:

Signature: *M. J. ...*

Name: *M. J. ...*

Address: *15 TOLLIDGE WAY*

*CAMBRIDGE*

*CB1 8SH*

Occupation: *TECHNOLOGY TRANSFER*

(PLEASE COMPLETE IN CAPITALS)

EXECUTED as a DEED for and on behalf of )  
AMANTYS LIMITED )  
by: )  
in the presence of: )

B. Pany  
Director

WITNESS: [Signature]  
Signature: \_\_\_\_\_  
Name: RICHARD ORD  
Address: 21 DOWNMAN ROAD  
E4  
CL6 AQ  
\_\_\_\_\_  
Occupation: CONSULTANT  
(PLEASE COMPLETE IN CAPITALS)

Schedule 1

Patents

Invention name:	Control of Power Semiconductor Devices
Inventors	Patrick Reginald Palmer, Yalan Wang & Angus Toby Bryant
Ownership	CE
Priority Application:	GB 0617990.7 (filed on 13 September 2006)
International Application:	PCT/GB2007/050531 (filed 10 September 2007)
National applications	EP 07804437.7 (filing date 10 September 2007) US 12/441, 128 (filing date 10 September 2007) JP 2009-527091 (filing date 10 September 2007) CN 200780042245.9 (filing date 10 September 2007)

Invention name:	IGBT Control
Inventors:	Patrick Reginald Palmer, Robert John Leedham & Anthony Njdroge Githiani
Patent numbers:	EP 0898811(UK) DE69706979.6