

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
University Court of the University of Glasgow, The	07/22/2011
RECEIVING PARTY DATA	
Name:	Intense Incorporated
Street Address:	1200A Airport Road
City:	North Brunswick
State/Country:	NEW JERSEY
Postal Code:	08902
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6944386
CORRESPONDENCE DATA	
Fax Number:	(203)399-5822
Phone:	2033995920
Email:	jsimmons@mccarter.com
<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:	McCarter & English, LLP
Address Line 1:	Canterbury Green
Address Line 2:	201 Broad Street
Address Line 4:	Stamford, CONNECTICUT 06901
ATTORNEY DOCKET NUMBER:	99346.00001
NAME OF SUBMITTER:	Basam E. Nabulsi
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## **LICENCE TERMINATION AND ASSIGNATION AGREEMENT**

**amongst**

**THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW**, incorporated under the Universities (Scotland) Act 1889 and having its principal office at University Avenue, Glasgow G12 8QQ Scotland, a registered Scottish charity in terms of Section 13(2) of the Charities and Trustee Investment (Scotland) Act 2005 (Charity Number SC004401, Charity Name 'University of Glasgow Court') (the "**Assignor**");

**and**

**INTENSE LIMITED** (previously known as "Intense Photonics Limited" conform to certificate of incorporation on change of name dated 11 March 2005), a company incorporated in Scotland (Company No: SC202087) whose registered office is at 10 Lochside Place, Edinburgh, EH12 9RG (the "**Licensee**");

**and**

**INTENSE INCORPORATED**, incorporated under the laws of the State of New Jersey and having its principal place of business at 1200A Airport Road, North Brunswick, NO 08902, USA (the "**Assignee**")

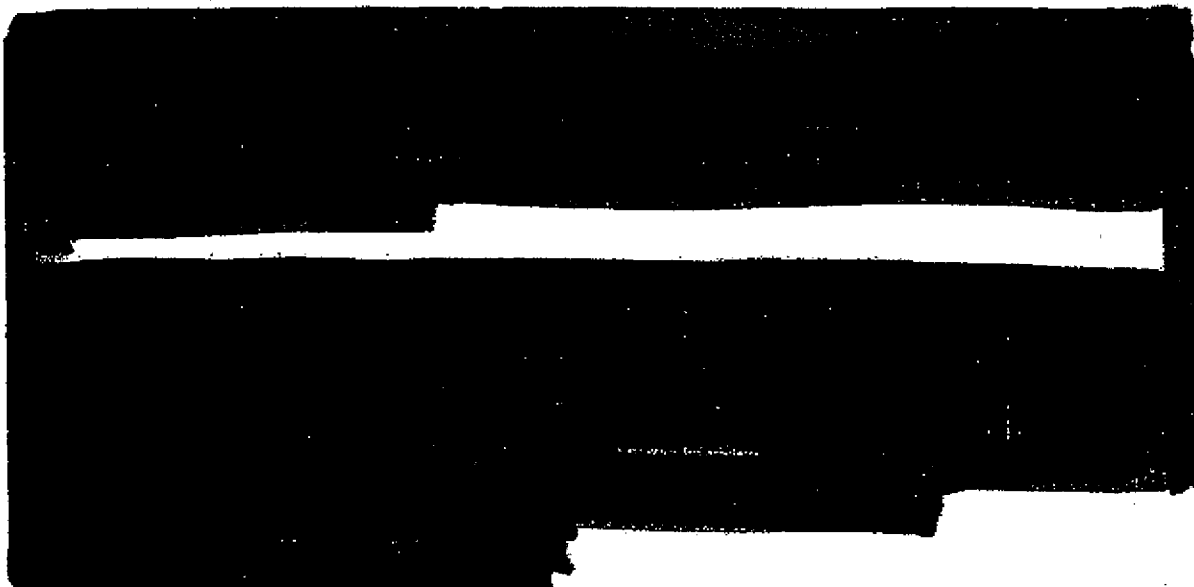
### **RECITALS**

- A The Assignor and the Licensee are parties to a Licence Agreement dated 22 June 2001, as amended by (1) a letter of amendment dated 28 May 2002 and counter-signed 31 May 2002; and (2) an Amendment to Licence Agreement No. 1 dated 26 February 2007 and counter-signed 1 March 2007 (the "**Licence Agreement**").
- B The Assignor and the Licensee have agreed that the Licence Agreement will terminate with effect from the Effective Date.
- C The Assignor has agreed to assign its rights in and to the Patent Rights and the Inventions to the Assignee, and the Assignee hereby accepts the assignation of the rights in the Patent Rights and the Inventions on the terms and conditions of this Agreement with effect from the Effective Date.

**IT IS AGREED** as follows:

#### **1. DEFINITIONS**

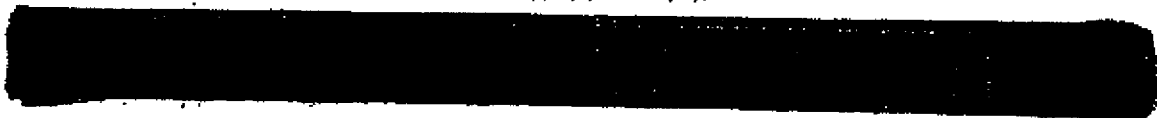
##### **1.1 In this Agreement:**



**"Effective Date"** means the later of 22 July 2011 and the CP Date;



**"Patent Rights"** means (i) the patents and patent applications details of which are set out in Part 1 of the Schedule, (ii) any other patent applications filed by the Assignee which claim priority from the patents or patent applications referred to in Part 1 of the Schedule, (iii) any patents granted pursuant to the patent applications referred to in (i) and (ii) above, and (iv) any reissues, extensions, substitutions, continuations, divisions, continuation-in-part applications and supplementary protection certificates in any part of the world which are based on any of the patent applications and/or patents referred to in (i), (ii), and (iii);





### 3. LICENCE TERMINATION

- 3.1 Notwithstanding the terms of the Licence Agreement, the Assignor and the Licensee hereby agree that the Licence Agreement will terminate with effect from the Effective Date.



### 4. ASSIGNATION AND LICENCE

- 4.1 The Assignor hereby assigns to the Assignee with effect from the Effective Date, its right, title and interest in and to the Patent Rights and the Inventions, including without limitation all common law and statutory rights relating thereto and:
- 4.1.1 in respect of any and each application in the Patent Rights, the right to claim priority from and to prosecute and obtain grant of patent; and the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
  - 4.1.2 in respect of each and any invention disclosed in the Patent Rights, the right to file an application, claim priority from such application, and prosecute and

obtain grant of patent or similar protection in or in respect of any country or territory in the world;

- 4.1.3 the right to extend to or register in or in respect of any country or territory in the world each and any of the Patent Rights, and each and any of the applications comprised in the Patent Rights or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications;
- 4.1.4 the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patent Rights or filed as aforesaid; and
- 4.1.5 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 Patent Rights or any patents granted on any of the applications in the Patent Rights or filed as aforesaid, whether occurring before on or after the Effective Date.

4.2 The Assignor hereby grants to the Assignee a perpetual, irrevocable, transferable, sub-licensable, non-exclusive, royalty-free licence to use the Know-How for the purposes of developing, manufacturing, assembling, selling, distributing and otherwise commercially exploiting the Patent Rights, Inventions and Products.

4.3 The Assignor and the Licensee shall and shall use their reasonable endeavours to procure that any necessary third party shall, at the Assignee's cost, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

[REDACTED]

[REDACTED]

12.9 This Agreement shall be governed by and construed and interpreted in accordance with the laws of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts in respect of all matters arising out of or connected with it.

IN WITNESS WHEREOF these presents consisting of this and the 15 preceding pages together with the Schedule (in two parts) annexed are executed as follows:

For and on behalf of the Assignor at Glasgow on the 25<sup>th</sup> day of July 2011 before the witness signing opposite:

<u>David Newall</u> <u>DAVID NEWALL</u> Print Name	Witness <u>Shirley Craig</u> Full Name <u>SHEILA CRAIG</u> Address <u>68 DRYMUN DRIVE</u> <u>GLASGOW G6 2 6NR</u> Occupation <u>ADMIN. OFFICER</u>
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For and on behalf of the Licensee at EDINBURGH on the 29 day of JULY 2011 before the witness signing opposite:

<u>Gra Alexander</u> <u>GRAEME ALEXANDER</u> Print Name	Witness <u>Sheila Bruce</u> Full Name <u>SHEONA BRUCE</u> Address <u>20 Castle Terrace</u> <u>EDINBURGH EH1 2EN</u> Occupation <u>RECEPTIONIST</u>
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For and on behalf of the Assignee at EDINBURGH on the 29 day of JULY 2011 before the witness signing opposite:

<u>Gra Alexander</u> <u>GRAEME ALEXANDER</u> Print Name	Witness <u>Sheila Bruce</u> Full Name <u>SHEONA BRUCE</u> Address <u>20 Castle Terrace</u> <u>EDINBURGH EH1 2EN</u> Occupation <u>RECEPTIONIST</u>
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This is the Schedule (in two parts) referred to in the foregoing Licence Termination and Assignment Agreement between the University Court of the University of Glasgow, Intense Limited and Intense Incorporated

SCHEDULE  
PART1: The Patent Rights

Applicants	Inventors	Country	Title/Invention/Domain	Status	Grant Number	Application Number
The University Court of the University of Glasgow	C J Hamilton, J H Marsh	CN	Mounting of optical device on heat sink	Granted	ZL02804023.6	02804023.6
The University Court of the University of Glasgow	John Haig Marsh, Craig James Hamilton	EP	Mounting of optical device on heat sink	Granted	1354381	02716152.0
The University Court of the University of Glasgow	John Haig Marsh, C J Hamilton	JP	Mounting of optical device on heat sink	Granted	4027801	2002-561333
The University Court of the University of Glasgow	J H Marsh C J Hamilton	US	Improvements in or relating to optical devices	Granted	6671300	09/789046
The University Court of The University of Glasgow	Craig James Hamilton, John Haig Marsh	EP	Improvements in or relating to lasers	Granted	1366547	02715551.4
The University Court etc	J H Marsh C J Hamilton	GB	Improvements in or relating to lasers	Granted	2371407	0101689.8
The University Court of The University of Glasgow	Craig James Hamilton, John Haig Marsh	US	Lasers	Granted	6717970	09/788752
The University Court of the University of Glasgow	C J Hamilton	CN	Improvements in or relating to optical devices	Granted	ZL02804018.X	02804018.X
The University Court of the University of Glasgow	Craig James Hamilton	EP	Improvements in or relating to optical devices	Granted	1421654	02716148.8
The University Court of the University of Glasgow	Craig James Hamilton, John Haig Marsh, Olek Peter Kowalski, Stewart Duncan McDougall	CN	Method of manufacturing optical devices and related Improvements	Granted	ZL02804022.8	02804022.8



The University Court of the University of Glasgow	John Haig Marsh, Stewart Duncan McDougall, Craig James Hamilton, Olek Peter Kowalski	EP	Method of manufacturing optical devices and related improvements	Granted	1368823	02715559.7
The University Court of the University of Glasgow	O P Kowalski, C J Hamilton, J H Marsh, S D McDougall	JP	Method of manufacturing optical devices and related improvements	Granted	4260480	2002-560184
The University Court of the University of Glasgow	C J Hamilton, J H Marsh	CN	Improvements in or relating to semiconductor lasers	Granted	ZL02803965.3	02803965.3
The University Court of the University of Glasgow	Craig James Hamilton, John Haig Marsh	EP	Improvements in or relating to semiconductor lasers	Granted	1356553	02716151.2
The University Court of the University of Glasgow	J H Marsh, O P Kowalski, S D McDougall, C J Hamilton	US	Improvements in or relating to semiconductor lasers	Granted	6717971	09/788891
The University Court of etc	J H Marsh C J Hamilton S D McDougall et al	GB	Method of manufacturing optical devices and related improvements	Granted	2371919	0102536.0
The University Court of the University of Glasgow	J H Marsh C J Hamilton S D McDougall O P Kowalski	US	Method of manufacturing optical devices and related improvements	Granted	6632684	09/788875
The University Court of the University of Glasgow	James S Aitchison, S D McDougall, Simon Eric Hicks, Bo Cang Qiu, John Haig Marsh	EP	Improved integrated optical device	Granted	1254385	01902530.3
The University Court of the University of Glasgow	Bo Cang Qiu, John Haig Marsh, Stewart Duncan McDougall, James Stewart Aitchison, Simon Eric Hicks	US	Improved integrated optical device	Granted	7288794	10/203241
The University Court of the University of Glasgow	Craig James Hamilton, John Haig Marsh, Olek Peter Kowalski	GB	Improved semiconductor laser	Granted	2369725	0118346.6
The University Court of the University of Glasgow	Craig James Hamilton, John Haig Marsh, Olek Peter Kowalski	US	Semiconductor laser	Granted	6760355	09/916802
The University Court of the University of Glasgow	John Haig Marsh, Stewart Duncan McDougall, Craig James Hamilton, Olek Peter Kowalski	CN	Method of manufacturing optical devices and related improvements	Granted	ZL02806121.7	02806121.7

The University Court of the University of Glasgow	John Haig Marsh, Olek Peter Kowalski, Stewart Duncan McDougall, Craig James Hamilton	EP	Method of manufacturing optical devices and related improvements	Granted	1384392	02716203.1
The University Court of the University of Glasgow	John Haig Marsh, Stewart Duncan McDougall, Craig James Hamilton, Olek Peter Kowalski	JP	Method of manufacturing optical devices and related improvements	Granted	4210741	2002-561287
The University Court of the University of Glasgow	John Haig Marsh, Shin-Sung Kim	EP	Semiconductor laser comprising a plurality of optically active regions	Granted	1362395	02700475.3
University Court of the University of Glasgow	Stewart Duncan McDougall, Craig James Hamilton, John Haig Marsh, Olek Peter Kowalski	US	Method of manufacturing optical devices and related improvements	Granted	6989286	10/466972
The University Court of the University of Glasgow	Craig James Hamilton	US	Optical devices	Granted	6944386	10/466971
The University Court of the University of Glasgow	J H Marsh, J S Alchison, S D McDougall, S E Hicks, B C Qiu	JP	Improved integrated optical device	Pending		2001-556359