

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Oxford Instruments Molecular Biotools Limited	01/01/2011
RECEIVING PARTY DATA	
Name:	Oxford Instruments Analytical Limited
Street Address:	Tubney Woods
City:	Abingdon, Oxon
State/Country:	UNITED KINGDOM
Postal Code:	OX13 5QX
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7646200
CORRESPONDENCE DATA	
Fax Number:	(202)772-5858
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Correspondent Name:	Blank Rome LLP
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Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037
ATTORNEY DOCKET NUMBER:	130430.00101
NAME OF SUBMITTER:	Michael C. Greenbaum
Total Attachments: 7 source=Assign_130430_0101#page1.tif source=Assign_130430_0101#page2.tif source=Assign_130430_0101#page3.tif source=Assign_130430_0101#page4.tif source=Assign_130430_0101#page5.tif source=Assign_130430_0101#page6.tif source=Assign_130430_0101#page7.tif	

CH \$40.00 7646200

DATED 1 January 2011

**OXFORD INSTRUMENTS MOLECULAR BIOTOOLS LIMITED**

- and -

**OXFORD INSTRUMENTS ANALYTICAL LIMITED**

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**ASSIGNMENT OF INTELLECTUAL  
PROPERTY RIGHTS**

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**LAYTONS**  
S O L I C I T O R S

GUILDFORD



LONDON



MANCHESTER

[www.laytons.com](http://www.laytons.com)

Ref: ECL/8960541

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

**BETWEEN**

- (1) **OXFORD INSTRUMENTS MOLECULAR BIOTOOLS LIMITED** a private limited company registered in England and Wales with registered no. 5004981 whose registered office is at Tubney Woods Abingdon Oxon OX13 5QX ("OIMB");
- (2) **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");

**WHEREAS**

- (A) OIMB and OIA have entered into the Business Transfer defined below
- (B) The Business Transfer provides for the transfer to OIA of, inter alia, all Intellectual Property Rights owned used or held by OIMB 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 OIMB

**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 nanotechnology fabrication tools which are used to manipulate materials at the smallest level carried on by OIMB 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 *1 January* 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 OIMB 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, OIMB hereby assigns to OIA all of OIMB's right, title and interest in and to the Intellectual Property Rights, including OIMB'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**

OIA hereby accepts the assignment effected by clause 2

**3. AUTHORISATION**

OIMB authorises OIA to contact all such authorities, offices, registrars or any other party in OIMB's name or in OIA's own name in relation to the Intellectual Property Rights and to this Assignment; and OIMB 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 OIA 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>Appin Date</u>	<u>Pub or Grant No.</u>	<u>Grant Date</u>
All-in-one DNP-NMR System	DE	06727048.8	09/05/2006	1902327	31/12/2008
All-in-one DNP-NMR System	CH	06727048.8	09/05/2006	1902327	31/12/2008
All-in-one DNP-NMR System	EP	06727048.8	09/05/2006	1902327	31/12/2008
All-in-one DNP-NMR System	FR	06727048.8	09/05/2006	1902327	31/12/2008
All-in-one DNP-NMR System	GB	06727048.8	09/05/2006	1902327	31/12/2008
All-in-one DNP-NMR System	US	11/988665	09/05/2006	7701218b2	20/04/2010
Cryo Insert	US	12/194283	19/08/2008	7646200	12/01/2010
Reduced Volume DNP 11a-04	US	11/918053	24/02/2006	7649355	19/01/2010
Reduced Volume DNP 11a-04	CH	6709885.5	24/02/2006	1866659	27/01/2010
Reduced Volume DNP 11a-04	EP	06709885.5	24/02/2006	1866659	27/01/2010
Reduced Volume DNP 11a-04	DE	06709885.5	24/02/2006	6.02006E+11	27/01/2010
Reduced Volume DNP 11a-04	FR	06709885.5	24/02/2006	1866659	27/01/2010
Reduced Volume DNP 11a-04	GB	06709885.5	24/02/2006	1866659	27/01/2010
Relaxation Damping	DE	5809929.2	21/01/2005	6.02005E+11	29/07/2009
Relaxation Damping	US	11/814463	29/11/2005	7492154	17/02/2009
Relaxation Damping	GB	0501346.1	21/01/2005	1839067	29/07/2009
Relaxation Damping	FR	58099.2	21/01/2005	1839067	29/07/2009
Relaxation Damping	EP	05809929.2	29/11/2005	1839067	29/07/2009

SIGNED AS A DEED )  
by OXFORD INSTRUMENTS )  
MOLECULAR BIOTOOLS LIMITED )  
acting by )  
NAME: TOM CURTIS )  
a director, in the presence of )

*T Curtis*

Witness Signature: 

Name ALGEO PIKE

Address: 2 WALLIS GARDENS, NEWBURY, BERKSHIRE

Occupation: CHARITABLE ACCOUNTANT

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

*K.B.*

Witness Signature: *T Curtis*

Name TOM CURTIS

Address: 5 Stone House Close, Kingston Bagpuze, OX13 5BP

Occupation: Accountant.