

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Daniel James Twitchen	05/23/2012
RECEIVING PARTY DATA	
Name:	Element Six Limited
Street Address:	566 Chiswick High Road
Internal Address:	3rd Floor, Building 4
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	W4 5YE
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13006682
Application Number:	61295893
CORRESPONDENCE DATA	
Fax Number:	3142592020
Email:	kahonold@bryancave.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:	Benjamin J. Sodey
Address Line 1:	Bryan Cave LLP
Address Line 2:	211 N. Broadway, Suite 3600
Address Line 4:	St. Louis, MISSOURI 63102
ATTORNEY DOCKET NUMBER:	0318248
NAME OF SUBMITTER:	Benjamin J. Sodey
Total Attachments: 2 source=PF5270_1#page1.tif source=PF5270_1#page2.tif	

CH \$80.00 13006682

ASSIGNMENT**PARTIES:**

- (1) **Daniel James TWITCHEN** an employee of the ASSIGNEE and resident in the United Kingdom at the time of making the INVENTION, currently on secondment to Element Six Technologies US Corporation, 3901 Burton Drive, Santa Clara, CA 95054, USA ("the INVENTOR")
- (2) **ELEMENT SIX LIMITED** (registered in England under company no. 2946905), 3rd Floor, Building 4, Chiswick Park, 566 Chiswick High Road, London W4 5YE, United Kingdom ("the ASSIGNEE")

WHEREAS:

- A. The INVENTOR is an inventor of the invention ("the INVENTION") which is the subject of the following patent application (hereinafter "the APPLICATION"):

Country	Application No. and Application Date (Publication No. and Publication Date)	Inventors	Title	References
GB	1000768.0 filed on 18 January 2010	Ian FRIEL; Sarah Louise GEOGHEGAN; Daniel James TWITCHEN and Joseph Michael DODSON	CVD Single Crystal Diamond Material	PF5270-GB-0
US	61/295,893 filed on 18 January 2010			PF5270-US-0
GB	1100598.0 filed on 14 January 2011			PF5270-GB-2
US	13/006,682 filed on 14 January 2011			PF5270-US-2
WO	PCT/EP2011/050477 filed on 14 January 2011			PF5270-WO-0

- B. The INVENTOR's contribution to the INVENTION was made by the INVENTOR during the normal course of the INVENTOR's duties as an employee of the ASSIGNEE, or under a fiduciary duty as a director of the ASSIGNEE, or pursuant to a commission by the ASSIGNEE, and in circumstances such that, as between the INVENTOR and the ASSIGNEE, all the INVENTOR's rights in the INVENTION (including the APPLICATION) has at all relevant times been taken to belong to the ASSIGNEE, or the ASSIGNEE has been beneficially entitled to the same.
- C. For the avoidance of doubt and so as to confirm the ASSIGNEE's legal title to the same, the parties have agreed to execute this Assignment for the purpose of ensuring that all the INVENTOR's rights in the INVENTION (including the APPLICATION and all other intellectual property rights) are vested in the ASSIGNEE.

IT IS AGREED THAT:

In consideration of the sum of US\$1 (one US dollar) paid by the ASSIGNEE to the INVENTOR, receipt of which is hereby acknowledged:

- 1.1 The INVENTOR confirms the assignment, and as necessary assigns, to the ASSIGNEE, effective as of the date of the INVENTION ("the EFFECTIVE DATE"), and the ASSIGNEE confirms its acceptance of, and as necessary accepts, from the EFFECTIVE DATE, all the INVENTOR's property, right, title, and interest in and to the INVENTION and the APPLICATION for all relevant states including without limitation:

- (a) the right to apply for and obtain patents in respect of the INVENTION in any country in the world;

(b) all right title and interest in and to the APPLICATION and all patent applications, patents and supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the same or otherwise relate to the INVENTION, including any divisionals, continuations, reissues, re-examination certificates, extensions, renewals and registrations in relation to any thereof and all and any other rights in the inventions comprised in any of the same (hereinafter collectively and severally "the PATENT RIGHTS");

(c) the benefit of all priority dates;

(d) the right to seek and to obtain registrations in any country in the world in respect of any patent deriving from the APPLICATION or otherwise included in the PATENT RIGHTS;

(e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the PATENT RIGHTS or of the rights conferred by the publication of any of the same.

1.2 The INVENTOR agrees to execute all such documents as may be required to ensure the vesting in the ASSIGNEE of the PATENT RIGHTS, all at the expense of the ASSIGNEE.

1.3 This Assignment shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English Courts in respect of any dispute relating to this Assignment.

Signed by the INVENTOR:

Signature:

Daniel James TWITCHEN

Name:

Date:

May 23, 2012

Signed on behalf of the ASSIGNEE:

Element Six Limited, 3rd Floor, Building 4, Chiswick Park, London W4 5YE,
United Kingdom

Company name:

Signature:

S J Fletcher Ltd

Name:

SWAN FLETCHER WATTS

Position

Authorised Signatory

Date:

13 JUNE 2012