

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Secretary of State of the Home Department	12/06/2005
RECEIVING PARTY DATA	
Name:	Forensic Science Service Ltd.
Street Address:	35 Vine Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC3N 2AA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13330581
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ATTORNEY DOCKET NUMBER:	0051-0092-US5
NAME OF SUBMITTER:	Thomas A. Haag
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Date: ¹¹²~~1005~~ 6 December 2005

The Secretary of State for the Home Department

Assignor

Forensic Science Service Ltd.

Assignee

Patent Assignment

Field Fisher Waterhouse 35 Vine Street London EC3N 2AA

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THIS DEED is made this 6 day of ^{December} 2005

BETWEEN:

- (1) THE SECRETARY OF STATE FOR THE HOME DEPARTMENT whose principal office is at Peel Building, 2 Marsham Street, London SW1P 9DF (the "Assignor"); and
- (2) FORENSIC SCIENCE SERVICE LTD. (Company Registration No. 5607780) whose registered office is at 35 Vine Street, London EC3N 2AA (the "Assignee").

WHEREAS:

- (A) The Assignor is the proprietor of the Patents (as defined below) and of the Know-How (as defined below).
- (B) The Assignor has agreed to assign all right title and interest in the Patents and the Know-How to the Assignee on the terms of this Assignment.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement the following expressions have the following meanings:

<i>Expression</i>	<i>Meaning</i>
"Fair Value"	has the meaning given to it in Clause 4.4;
"Forensic Use"	the prevention, investigation and detection of crime;
"Improvements"	all subsequent further inventions or patents or patent applications or Know-How by way of improvements to the Patents or the Know-How that would make any of them cheaper or more effective or in any way easier or more useful or

valuable or in any other way make any of them a preferable article or process in commerce;

"Know-How"

all ideas, concepts, schemes, information, knowledge, techniques, methodology and anything else in the nature of know-how;

"Option"

has the meaning given to it in Clause 4.1;

"Patents"

the patents and patent applications listed in Schedule 1 and Schedule 2 and the inventions described in those patents and patent applications, together with:

- (a) the benefit of any patent granted pursuant to any of the patent applications;
- (b) the right to apply for patent or other protection in respect of the inventions described in those patents and patent applications;
- (c) all rights to any continuations, continuations in part, extensions, reissues and divisions, and any other patents or patent applications claiming priority from any such patent or application or from those in (a) or (b) above, together with similar rights which are based on or are derived from any of the foregoing;
- (d) any supplementary protection certificates or similar rights which are based on or are derived from any patents described in (a), (b) or (c) above;
- (e) all Know-How relating to any of (a), (b) or (c) above; and
- (f) the right to sue for past infringements of any of the above rights and to retain any damages obtained as a result of any such action;

1.2 Interpretation

- (a) The expression "full title guarantee" in relation to the disposal of any thing implies the covenants referable to that expression as set out in sections 2 and 3 of the Law of Property (Miscellaneous Provisions) Act 1994, except that the word "reasonably" shall be deleted from the covenant set out in section 2(1)(b) of that Act and the covenant set out in section 3(1) of that Act shall not be qualified by the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about".
- (b) References to a "party" shall, unless the context otherwise requires, be a reference to a party to this Agreement and any permitted successors and assignees of such party.
- (c) References to any provision of any legislation are to be construed as a reference to that provision as amended, re-enacted or extended from time to time.
- (d) References to Clauses are references to the clauses of this Agreement, references to Schedules are references to the schedules to this Agreement and references to paragraphs are references to the relevant paragraph of the Schedule in which the reference occurs.
- (e) The headings to Clauses, Schedules and to paragraphs of Schedules shall not affect their interpretation.
- (f) Words importing the singular include the plural and vice versa, words importing one gender include the other genders and references to persons include bodies corporate and unincorporated.

2. Assignment and Further Assurance

2.1 Assignment

Subject to the terms and conditions of this Assignment, in consideration of the sum of five thousand Euros (€5,000.00) now paid by the Assignee to the Assignor (receipt of which is hereby acknowledged) the Assignor assigns with full title guarantee and transfers to the Assignee all right, title and interest to the Patents.

2.2 Further Assurance

The Assignor agrees that it will at all times hereafter at the request and cost of the Assignee do all such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to it in this Agreement and to assist in the resolution of any question concerning the Patents.

2.3 Authority to Sign

The Assignor confirms that the Assignee is authorised to sign on behalf of the Assignor all forms and documents that are required by the relevant patent office to record this assignment at that patent office in relation to any of the Patents.

3. Option in respect of Schedule 2 Patents

3.1 Scope of Option

The Assignee hereby grants to the Assignor, on and subject to the terms of this Clause 4, the exclusive option (the "Option") at any time to take a licence solely for the services of the Crown (which for the avoidance of doubt shall not include any regional police authority from time to time or the National Police Improvement Agency) of any or all of the Schedule 2 Patents and their Improvements and Know-How, such licence being non-exclusive.

3.2 Exercise of Option

The Option shall be exercisable at any time by the Assignor giving written notice to the Assignee.

3.3 Subsequent Exercise

If the Assignor exercises the Option in respect of one or more of the Schedule 2 Patents or Improvements or Know-How, the Assignor shall retain the right to exercise the Option on a subsequent occasion or occasions in respect of the remainder of the Patents and Improvements and Know-How.

3.4 Compensation

- (a) The Assignor shall pay compensation to the Assignee for any exercise of the Option to reflect the Fair Value to the Assignee of the licence to the Assignor. The Assignor and the Assignee shall use all reasonable endeavours to agree the compensation payable without delay following the exercise of the Option.

3 *cc. [signature]*

(b) For the purposes of this Clause 4.4, "Fair Value" shall:

- (i) be determined on the basis of a risk adjusted assessment of expected actual outturn of net loss (i.e. after taking of costs) that derives directly from the exercise of the Option and for which the Assignee, making reasonable endeavours, could not be expected to mitigate or replace; and
- (ii) exclude sums that are derived from the Crown's ongoing use as a customer unless such sums have derived from an existing contract between the parties,

and for the avoidance of doubt, the assessment to be made pursuant to Clause 3.4(b)(i) shall take account of the Assignee's record at the date the Option is exercised in successfully exploiting the Patents and their Improvements and Know-How.

- (c) The parties agree that where the expected Fair Value of a licence is limited, there shall be a threshold limit of £50,000 to any compensation payment to avoid the cost and expense of undertaking an evaluation process.
- (d) The amount of compensation payable shall, if not agreed between the Assignee and the Assignor with the approval of HM Treasury, be determined at the request of either party by an independent expert agreed between the parties or, failing such agreement, appointed on the application of either party by the Chairman of the Patent Bar Association from time to time.
- (e) For the avoidance of doubt these provisions as to compensation shall be in addition to the provisions of the Patents Act 1977, and where there is any dispute as to which provisions shall be applied, the parties agree that the terms of this Clause 3.4 shall prevail.

4. Jurisdiction

This Agreement is governed by English law and is subject to the jurisdiction of the English Courts.

IN WITNESS whereof this Agreement was executed as a Deed by the hands of the parties or their duly authorised attorneys or representatives the day and year first above written.

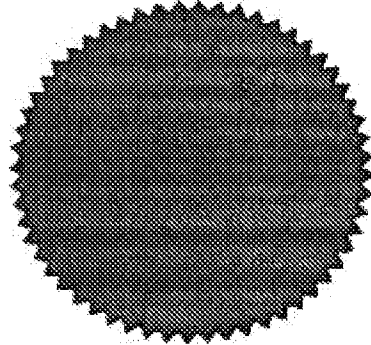
Schedule 1

General FSS Patents

No.	Family of Patents: Brief description and FSS Internal Title	Inventor(s)	Country	Application No.	Publication No.	Patent No.
1.	New alleles and allelic ladder mixtures, useful as a control sample for DNA profiling in forensic environments. (Allelic Ladder)	Arnold CD; Barber MD; Burke T; Gill P; Gilhard SM; Griffiths RA; Hayward MD; Johnson PE; Smith CD; Urquhart AJ; Arnold J; Griffiths RAL	UK Australia Australia Canada Europe New Zealand South Africa USA USA USA USA USA	9713597.4 7324098 2003200444 2236364 98305120.2 330828 985663 09/187029 09/498567 09/706525 09/910183 Not yet known - Divisional of 09/910183 filed 50c-05	- - - - EP 0887426 - - - - - - US2003-0175701 -	- - AU2003200444 - - NZ310828 ZA98/5663 - - - - -
1a	Divisional application of Allelic Ladder filed out of 09/910183	as above	USA	11/244331		
2.	Obtaining information about identity or source of sample useful for forensic	Grimes EA; Lowe AL; Noake PJ; Urquhart	UK	9917108.0		

SIGNED as a DEED by THE
SECRETARY OF STATE FOR THE
HOME DEPARTMENT acting by:

[Signature]
.....
ROSELOPE FENS4TH



SIGNED as a DEED by FORENSIC
SCIENCE SERVICE LTD. acting by a
Director and the Secretary/two Directors:

[Signature]Director
[Signature]Director/Secretary