

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NANOEPRINT LIMITED	12/02/2010
RECEIVING PARTY DATA	
Name:	PRAGMATIC PRINTING LIMITED
Street Address:	c/o e-Financial Management Limited
Internal Address:	One Central Park, P.O. Box 7, Central Park
City:	Manchester
State/Country:	UNITED KINGDOM
Postal Code:	M40 5WW
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7715229
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	Boyoung Yeum
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DATED

2 December

2010

NANO EPRINT LIMITED

and

PRAGMATIC PRINTING LIMITED

DEED OF ASSIGNMENT OF PATENTS

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THIS DEED is dated

2 December

2010

PARTIES

- (1) **NANOEPRIINT LIMITED** incorporated and registered in England and Wales with company number 05844169 whose registered office is at 46 Grafton Street, Manchester M13 9NT (the "Assignor").
- (2) **PRAGMATIC PRINTING LIMITED** incorporated and registered in England and Wales with company number 74239954 whose registered office is at c/o e-Financial Management Limited, One Central Park, P. O. Box 7, Central Park, Manchester, M40 5WW (the "Assignee").

BACKGROUND

- (A) The Assignor is the proprietor of or applicant for the Patents (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign the Patents to the Assignee on the terms set out in this assignment.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Main Agreement: a business and asset purchase agreement of today's date between the Assignor and the Assignee.

Patents: the patents and patent applications, short particulars of which are set out in Schedule 1

VAT: value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax, and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.

- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 **Writing or written** includes faxes but not e-mail.
- 1.9 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.10 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. ASSIGNMENT

Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee, absolutely with full title guarantee, all its right, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents, including:

- (a) in respect of any and each application in the Patents:
 - (i) the right to claim priority from and to prosecute and obtain grant of patent; and
 - (ii) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- (b) in respect of each and any invention disclosed in the Patents, 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;

- (c) the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents 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.
- (d) the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
- (e) 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 Patents or any patents granted on any of the applications in the Patents or filed as aforesaid, whether occurring before on or after the date of this assignment.

3. VAT

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

4. WARRANTIES

The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of the Patents and it is properly registered as the applicant or proprietor;
- (b) all application, registration and renewal fees in respect of each of the Patents have been paid;
- (c) it has not assigned or licensed any of the rights under the Patents except as set out in Schedule 2;
- (d) each Patent is free from any security interest, option, mortgage, charge or lien except as set out in Schedule 2
- (e) it is unaware of any infringement or likely infringement of, or any challenge or likely challenge to the validity of, any of the Patents or of anything that might render any of the Patents invalid or subject to a compulsory licence order or prevent any application in the Patents proceeding to grant;

- (f) so far as it is aware, exploitation of the Patents will not infringe the rights of any third party; and
- (g) all previous assignments of the Patents are valid and were registered within applicable time limits.

5. INDEMNITY

- 5.1 The Assignor shall indemnify and hold the Assignee harmless against all and any loss, damages, liability and costs (including reasonable legal expenses) that the Assignee suffers or incurs as a result of or in connection with any breach by the Assignor of the warranties in clause 4 above. At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.
- 5.2 Subject to clause 5.4 below, this indemnity shall apply whether or not the Assignee has been negligent or at fault.
- 5.3 If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.
- 5.4 Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

6. FURTHER ASSURANCE

- 6.1 The Assignor shall, at the Assignee's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this assignment, including:
 - (a) registration of the Assignee as applicant for, or proprietor of, the Patents; and
 - (b) assisting the Assignee in obtaining, defending and enforcing the Patents, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this agreement.
- 6.2 The Assignor hereby appoints the Assignee to be its attorney to execute and do any such instrument or thing, and generally to use its name, for the purpose

of giving the Assignee the benefit of this agreement. The Assignor acknowledges in favour of a third party that a certificate in writing signed by any director or the secretary of the Assignee or any person appointed in accordance with clause 6.4 that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case.

6.3 This power of attorney is irrevocable as long as the Assignor's obligations under this agreement remain undischarged.

6.4 Without prejudice to clause 6.2, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:

- (a) take any action that this agreement requires the Assignor to take;
- (b) exercise any rights which this agreement gives to the Assignor; and
- (c) appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.

6.5 The Assignor must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause.

7. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

8. ENTIRE AGREEMENT

8.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

8.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

8.3 Nothing in this clause shall limit or exclude any liability for fraud.

9. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10. SEVERANCE

10.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

10.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

12. THIRD PARTY RIGHTS

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

13. NOTICES

13.1 Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice at the address at the head of this agreement or as otherwise specified by the relevant party by notice in writing to each other party.

13.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

- 13.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.
- 13.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14. GOVERNING LAW AND JURISDICTION

- 14.1 This assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this assignment or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

The Patents

Invention	Country	Application No.	Application Date	Pub. No.	Grant Date	Status
Self-Switching Device Memory	Austria	05767574.6	14/Jul/2005	E 430978	06/May/2009	Granted
Self-Switching Device Memory	Germany	05767574.6	14/Jul/2005	602005014362.9-08	06/May/2009	Granted
Self-Switching Device Memory	Finland	05767574.6	14/Jul/2005	1779388	06/May/2009	Granted
Self-Switching Device Memory	France	05767574.6	14/Jul/2005	1779388	06/May/2009	Granted
Self-Switching Device Memory	United Kingdom	05767574.6	14/Jul/2005	1779388	06/May/2009	Granted
Self-Switching Device Memory	Italy	05767574.6	14/Jul/2005	25316 BE/2009	06/May/2009	Granted
Self-Switching Device Memory	Japan	2007-520891	14/Jul/2005			Pending
Self-Switching Device Memory	Netherlands	05767574.6	14/Jul/2005	1779388	06/May/2009	Granted
Self-Switching Device Memory	Sweden	05767574.6	14/Jul/2005	1779388	06/May/2009	Granted
Self-Switching Device Memory	USA	11/632,412	14/Jul/2005	7,715,229	11/May/2010	Granted
Low-Mobility Devices Electronics	China	200680025067.4	09/May/2006			Pending
Low-Mobility Devices Electronics	Europe	06743881.2	09/May/2006			Pending
Low-Mobility Devices Electronics	Europe	10183783.9	09/May/2006			Pending
Low-Mobility Devices Electronics	Japan	2008-510630	09/May/2006			Pending
Low-Mobility Devices Electronics	South Korea	10-2007-7028880	09/May/2006			Pending
Low-Mobility Devices Electronics	USA	11/920,080	09/May/2006			Pending
Nanoelectronic Devices and Circuits	Austria	02764075.4	18/Apr/2002	1380053	30/May/2007	Granted
Nanoelectronic Devices and Circuits	Australia	2002308010	18/Apr/2002	2002308010	22/Nov/2007	Granted
Nanoelectronic Devices and Circuits	Canada	2,444,681	18/Apr/2002			Pending
Nanoelectronic Devices and Circuits	China	02808508.6	18/Apr/2002	ZL 02808508.6	26/Mar/2008	Granted
Nanoelectronic Devices and Circuits	Germany	02764075.4	18/Apr/2002	1380053	30/May/2007	Granted
Nanoelectronic Devices and Circuits	Spain	02764075.4	18/Apr/2002	1380053	30/May/2007	Granted
Nanoelectronic Devices and Circuits	Finland	02764075.4	18/Apr/2002	1380053	30/May/2007	Granted
Nanoelectronic Devices and Circuits	France	02764075.4	18/Apr/2002	1380053	30/May/2007	Granted
Nanoelectronic Devices and Circuits	United Kingdom	02764075.4	18/Apr/2002	EP1380053	30/May/2007	Granted

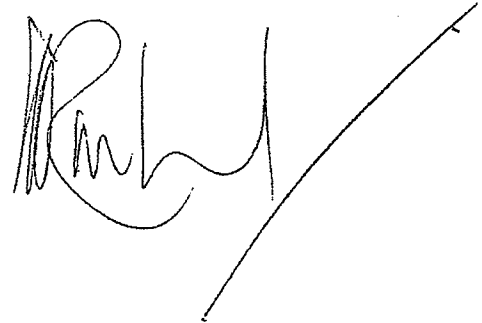
Nanoelectronic Devices and Circuits	Italy	02764075.4	18/Apr/2002	1380053	30/May/2007	Granted
Nanoelectronic Devices and Circuits	Japan	2002-584390	18/Apr/2002			Pending
Nanoelectronic Devices and Circuits	South Korea	10-2003-7013565	18/Apr/2002	10-0884040	10/Feb/2009	Granted
Nanoelectronic Devices and Circuits	Netherlands	02764075.4	18/Apr/2002	1380053	30/May/2007	Granted
Nanoelectronic Devices and Circuits	Sweden	02764075.4	18/Apr/2002	1380053	30/May/2007	Granted
Nanoelectronic Devices and Circuits	USA	10/475,347	18/Apr/2002	7,224,026	29/May/2007	Granted
Tuning Threshold Voltage of OFET	United Kingdom	0819684.2	27/Oct/2008			Pending
Tuning Threshold Voltage of OFET	International	PCT/GB2009/051444	27/Oct/2009			Pending
Ink Transfer	United Kingdom	0814028.7	31/Jul/2008			Pending
Ink Transfer	International	PCT/GB2009/050960	31/Jul/2009			Pending
Electronic Devices, Circuits and their Manufacture	United Kingdom	0901389.7	28/Jan/2009			Pending
Electronic Devices, Circuits and their Manufacture	International	PCT/GB2010/050123	27/Jan/2010			Pending
Interconnect Structures and Programmable Printed Logic Devices	United Kingdom	0915250.5	02/Sep/2009			Pending
Interconnect Structures and Programmable Printed Logic Devices	International	PCT/GB2010/051451	02/Sep/2010			Pending
Insulative Features	United Kingdom	GB 0905310.9	27/Mar/2009			Pending
Insulative Features	International	PCT/GB2009/050963	31/Jul/2009			Pending
Interconnect Structures and Programmable Printed Logic Device (II)	United Kingdom	0920563.4	24/Nov/2009			Pending
Interconnect Structures and Programmable Printed Logic Device (II)	International	PCT/GB2010/051952	23/Nov/2010			Pending
Transistor and its Method of Manufacture	United Kingdom	1005356.9	30/Mar/2010			Pending

Schedule 2

Licences charges and other third party rights

1. Non-exclusive, royalty-free licence to the University of Manchester for internal research and teaching purposes granted under an intellectual property assignment agreement between the Assignor and the University of Manchester of 8th November 2006.
2. Non-exclusive, royalty-free licence to the University of Manchester for internal teaching, education and research purposes granted under a research agreement ("RAIS") of 22nd October 2007.
3. Non-exclusive, royalty-free licence to the University of Manchester for internal teaching, education and research purposes granted under the Research Contract (as defined in the Main Agreement) agreement of 1st August 2007.
4. Non-exclusive, royalty-free licence to the University of Manchester for internal teaching, education and non-commercial research purposes granted under the CASE Contract (as defined in the Main Agreement) of 4th January 2010.
5. Non-exclusive, royalty-free licence to the University of Manchester for internal teaching, education and non-commercial research purposes granted under a research agreement "Feasibility of power-efficient (CMOS) printed electronics using novel fabrication process" of 5th June 2009.
6. Non-exclusive, royalty-free licence for internal research and development but not for the purposes of commercial exploitation to the University of Manchester and the Chancellor, Masters and Scholars of the University of Cambridge under the research agreement "IZONANO" of 6th April 2009.
7. Rights granted to the University of Manchester under the Terahertz Licence (as defined in the Main Agreement) of even date with this Deed of Assignment.
8. Rights granted to third-parties under the Assumed Contracts (as defined in the Main Agreement).
9. Non-exclusive, royalty-free licence to the University of Manchester for internal teaching, education and research purposes granted under the EngD studentship contract of 12th November 2009.

EXECUTED AS A DEED by)
for and on behalf of **NANO EPRINT**)
LIMITED
In the presence of:



Witness signature: *McKenzie*

Witness name: *Claire McKenzie*

Witness address: *22 Chapel Street, New Mills, SK22 3JN*

Witness occupation: *Compliance and HR Manager.*

EXECUTED AS A DEED by)
for and on behalf of **PRAGMATIC PRINTING**)
LIMITED)
In the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

EXECUTED AS A DEED by)
for and on behalf of **NANO EPRINT**)
LIMITED
In the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

EXECUTED AS A DEED by)
for and on behalf of **PRAGMATIC PRINTING**)
LIMITED)
In the presence of:

Not White

Witness signature:



Witness name:

BRIONY SMITH

Witness address: *1 MEADOW HOU, ST IVES, CAMB, PE27 6HT*

Witness occupation:

OFFICE MANAGER