

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Central Manchester University Hospitals NHS Foundation Trust</td> <td>04/01/2013</td> </tr> </tbody> </table>		Name	Execution Date	Central Manchester University Hospitals NHS Foundation Trust	04/01/2013								
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Rapid Rhythm Limited</td> </tr> <tr> <td>Street Address:</td> <td>Medtech Centre, Rutherford House, Pencroft Way</td> </tr> <tr> <td>Internal Address:</td> <td>Manchester Science Park</td> </tr> <tr> <td>City:</td> <td>Manchester</td> </tr> <tr> <td>State/Country:</td> <td>UNITED KINGDOM</td> </tr> <tr> <td>Postal Code:</td> <td>M156SZ</td> </tr> </table>		Name:	Rapid Rhythm Limited	Street Address:	Medtech Centre, Rutherford House, Pencroft Way	Internal Address:	Manchester Science Park	City:	Manchester	State/Country:	UNITED KINGDOM	Postal Code:	M156SZ
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PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12811632</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12811632								
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CORRESPONDENCE DATA													
<p>Fax Number: 7134375346 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 7132211491 Email: docketing@bgllp.com Correspondent Name: Bracewell & Giuliani LLP Address Line 1: P.O. Box 61389 Address Line 4: Houston, TEXAS 77208-1389</p>													
ATTORNEY DOCKET NUMBER:	050552-000011												
NAME OF SUBMITTER:	Denver S. Bisignano												
Signature:	/Denver S. Bisignano/												
Date:	06/14/2013												

Total Attachments: 9

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DATED 1ST APRIL

2013

CENTRAL MANCHESTER UNIVERSITY HOSPITALS NHS FOUNDATION TRUST

and

RAPID RHYTHM LIMITED

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

HEMPSONS

**PATENT
REEL: 030618 FRAME: 0795**

THIS DEED is made on 1ST APRIL

2013

BETWEEN:

- (1) **CENTRAL MANCHESTER UNIVERSITY HOSPITALS NHS FOUNDATION TRUST**, a Foundation Trust authorised pursuant to Section 35 of the National Health Service Act 2006 with effect from 1 January 2009 with its headquarters at Trust Headquarters, Cobbett House, Manchester Royal Infirmary, Oxford Road, Manchester, M23 9WL ("the Assignor"); and
- (2) **RAPID RHYTHM LIMITED** (Company number 7803914) whose Registered Office is at Medtech Centre, Rutherford House, Pencroft Way, Manchester Science Park, Manchester, M15 6SZ ("the Assignee").

AGREEMENT

1 Interpretation

1.1 In this Deed, the following words and expressions shall have the following meanings:

Condition	
Deed	this Deed (including any schedule or annexure to it and any document in agreed form);

Intellectual Property Rights	<p>the Patent Rights together with any and all other past, improvements upon past and future intellectual property rights including without limitation, any trade marks, names or service marks (whether or not capable of registration), design rights (whether registered or not), copyright (including in any source code), database rights, and any other similar rights, together with any improvements, updates or upgrades of such intellectual property rights at the date hereof, and the rights to apply for any protection of such rights:</p> <ul style="list-style-type: none"> a) which relates either directly or indirectly to the Project; or b) in the Invention; or c) originated, conceived, created, written or made by the Assignor or any employees of the Assignor in the course of their employment with the Assignor in relation to the Project and/or the Invention;
Invention	<p>any past, improvement upon past and future invention, idea, discovery, development, improvement or innovation which is made by the Assignor in relation to the Project, whether or not patentable or capable of registration, and whether or not recorded in any medium;</p>
Know-how	<p>any past, improvement upon past and future knowledge, experience, data, technical or commercial information relating to the Project and/or the Invention;</p>
Patent Rights	<p>the patent applications listed in the Schedule, including all patents that may be granted pursuant to any such applications, as well as all patents that may derive priority from or have equivalent claims to or be based on the patents and patent applications in any country in the world;</p>
Project	<p>The design and evaluation of medical devices for the rapid diagnosis of the heart condition atrial fibrillation and other heart arrhythmias;</p>

2 Satisfaction of the Condition

- 2.1 The Assignee warrants and represents to the Assignor that the Condition has been satisfied in full.

3 Assignment

- 3.1 In reliance upon the warranty and representation of the Assignee in Clause 2.1, the Assignor with full title guarantee hereby assigns and transfers to the Assignee:

3.1.1 all its right, title and interest in the Intellectual Property Rights;

3.1.2 all its right, title and interest in the Know-how; and

3.1.3 all its rights of action, powers and benefits arising from ownership of the Intellectual Property Rights throughout the world, including the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on or after the date of this Deed.

- 3.2 Each party shall bear its own costs and expenses incurred in the preparation, execution and implementation of this Deed.

4 Further assurance

- 4.1 The Assignor will at the request and expense of the Assignee execute such further documents as may reasonably be required to do any or all of the following:

4.1.1 vest in the Assignee the rights, title and interests expressed to be assigned by clause 3;

4.1.2 defeat any challenge to the validity of and resolve any questions concerning the Intellectual Property Rights;

4.1.3 to register the Assignee as proprietor of the Intellectual Property Rights (if applicable);

4.1.4 to uphold the Assignee's rights in the Intellectual Property Rights; and

4.1.5 to apply for and endeavour to assist the obtaining of patents for the Invention and improvements to it in the United Kingdom or other parts of the world.

- 4.2 The Assignor hereby irrevocably appoints the Assignee as his attorney in his name to execute any document and do any act or thing which may be necessary to comply with the provisions of clause 3.

5 Assignor's warranties

- 5.1 The Assignor warrants and undertakes to the Assignee that:

5.1.1 it has not, to the best of its knowledge and belief, by his use of the Intellectual Property Rights, infringed the rights of any third party;

- 5.1.2 it has not been and is not currently a party to any agreement or understanding which would in any manner be inconsistent with the assignment of rights provided for in this Agreement and shall not be a party to such an inconsistent agreement or understanding in future; and
- 5.1.3 it has not granted any licences in respect of any of the Intellectual Property Rights in any part of the world nor suffered any of them to be the subject of any charge, mortgage or other encumbrance and shall not do so in future without the prior written consent of the Assignee.
- 5.2 Save for any claims in respect of any breach of the warranties and undertakings of the Assignor in clause 5.1 arising (or any delay in the discovery of which arises) as a result of fraud or wilful concealment on the part of the Assignor, the Assignor shall not be liable in respect of any claim for breach of any of these warranties and undertakings to the extent that any amount has been recovered by the Assignee (less any expenses properly incurred in recovering it) under any insurance policy for the time being in force in respect of the same subject matter giving rise to the breach of these warranties and undertakings

6 Assignee's warranties

- 6.1 The Assignee warrants and undertakes to the Assignor that:
- 6.1.1
- 6.1.2
- 6.1.3 it has not been notified, and is not aware, of any infringement or suspected infringement of the Intellectual Property Rights by any third party;
- 6.1.4
- 6.2 Save for any claims in respect of any breach of the warranties and undertakings of the Assignee in clause 6.1 arising (or any delay in the discovery of which arises) as a result of fraud or wilful concealment on the part of the Assignee, the Assignee shall not be liable in respect of any claim for breach of any of these warranties and undertakings to the extent that any amount has been recovered by the Assignor (less any expenses properly incurred in recovering it) under any insurance policy for the time being in force in respect of the same subject matter giving rise to the breach of these warranties and undertakings.

7 **Disclosure of Know-how**

7.1 The Assignor shall at the costs of the Assignee as soon as possible after the date of this Deed, disclose to the Assignee the Know-how in sufficient detail to enable the Assignee to exploit or otherwise use the Know-how.

8 .

8.1

8.2

8.3

9 **Entire Agreement**

This Deed sets out the entire agreement and understanding between the parties in respect of the subject matter of this Deed.

10 **Reliance**

Each of the Assignor and the Assignee acknowledges that it has entered into this Deed in reliance only upon the warranties specifically contained or incorporated in this Deed and, save as expressly set out in this Deed, the Assignor and the Assignee shall have no liability in respect of any other representation, warranty or promise made prior to the date of this Deed unless it was made fraudulently.

11 **Exclusion of third party rights**

Unless expressly provided in this Deed, no term of this Deed is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

12 **Governing law and jurisdiction**

This Deed shall be governed by and construed in accordance with English law. Each of the parties irrevocably submits for all purposes in connection with this Deed to the exclusive jurisdiction of the courts of England.

In witness this Deed has been executed on the date appearing at the head of page 1.

Schedule 1

Patent Rights

UK Patent Application 0800144.8 filed on the 4th January 2008

PCT Patent Application PCT/GB2008/004188 filed on 19th December 2008

Executed as a deed by Central Manchester
University Hospitals NHS Foundation Trust
acting by a director in the presence of:

)
)
)
)
)
.....

Director's signature

PETER W MOUNT.....

Director's name

Witness' signature:

.....

Witness' name (BLOCK CAPITALS):

..... SUSAN ALLISON.....

Witness' address:

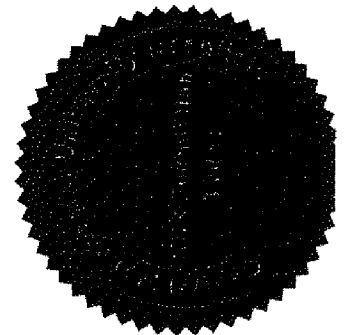
..... 60, WOODFIELD AVENUE.....

..... ACCRINGTON.....

..... BBS 2PS.....

Witness' occupation:

DIRECTOR CORPORATE SERVICES / TRUST
SECRETARY



Executed as a deed by Rapid Rhythm
Limited acting by a director in the presence
of:

) K. T. CTR
) KEITH CHANTLER
)
) DIRECTOR
)

Director's signature

Director's name

Witness' signature:

.....
Janet Wild

Witness' name (BLOCK CAPITALS):

.....
JANET WILD

Witness' address:

.....
BIOMEDICAL RESEARCH CENTRE
1ST FLR, NOWSEN BUILDING,
GRAFTON ST, MANCHESTER

Witness' occupation:

.....
PERSONAL ASSISTANT..