

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cascade Technologies Limited	02/08/2013
RECEIVING PARTY DATA	
Name:	Cascade Technologies Holdings Limited
Street Address:	Glendevon House
Internal Address:	The Castle Business Park
City:	Stirling
State/Country:	UNITED KINGDOM
Postal Code:	FK9 4TZ
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	12517655
Application Number:	12516936
Application Number:	12516947
Application Number:	12677903
CORRESPONDENCE DATA	
Fax Number:	7044095606
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Email:	suzettesmall@mvalaw.com
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	P.O. Box 13706
Address Line 4:	Research Triangle Pa, NORTH CAROLINA 27709
ATTORNEY DOCKET NUMBER:	013314-22, 23, 24 AND 30
NAME OF SUBMITTER:	W. Kevin Ransom

OP \$160.00 12517655

Signature:	/W. Kevin Ransom/
Date:	06/21/2013
Total Attachments: 10 source=013314-CascadeAssignmentDoc062113#page1.tif source=013314-CascadeAssignmentDoc062113#page2.tif source=013314-CascadeAssignmentDoc062113#page3.tif source=013314-CascadeAssignmentDoc062113#page4.tif source=013314-CascadeAssignmentDoc062113#page5.tif source=013314-CascadeAssignmentDoc062113#page6.tif source=013314-CascadeAssignmentDoc062113#page7.tif source=013314-CascadeAssignmentDoc062113#page8.tif source=013314-CascadeAssignmentDoc062113#page9.tif source=013314-CascadeAssignmentDoc062113#page10.tif	

ASSIGNMENT

by

CASCADE TECHNOLOGIES LIMITED

in favour of

CASCADE TECHNOLOGIES HOLDINGS LIMITED



**Dickson Minto W.S.
Edinburgh**

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ASSIGNMENT

by

CASCADE TECHNOLOGIES LIMITED, a company registered in Scotland with registered number SC242114 and having its registered office at Glendevon House, The Castle Business Park, Stirling FK9 4TZ (the "**Assignor**");

in favour of

CASCADE TECHNOLOGIES HOLDINGS LIMITED, a company registered in Scotland with registered number SC432207 and having its registered office at Glendevon House, The Castle Business Park, Stirling FK9 4TZ (the "**Assignee**").

WHEREAS

- (A) The Assignor is the current owner of certain IPR which it uses in its business and which it intends to continue developing.
- (B) The Assignee is the holding company of the Assignor.
- (C) The Assignor and the Assignee have agreed that the Assignor should transfer to the Assignee all its said IPR so that the Assignor can hold it, actively manage it and then licence it back to the Assignor (and its other subsidiaries from time to time) as appropriate for its use.
- (D) Accordingly in exchange for the consideration set out herein the Assignor agrees to transfer to the Assignee all of such existing IPR with immediate effect, and all such future IPR with immediate effect on its creation, all on the terms and conditions set out herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. DEFINITIONS

- 1.1. In this Assignment, including the recitals, the following terms shall have the following meanings, unless the context otherwise requires:-

"Effective Date" means the last date of signature of this Assignment by the parties;

"Existing IPR" means (i) the Registered IPR; and (ii) all other IPR owned by the Assignor as at the Effective Date, but excludes any such IPR which is jointly owned between the Assignor and a third party and which cannot, by applicable law or contract, be assigned without the consent of the said third party;

"Future IPR" means all IPR which is developed or created by, or on behalf of, the Assignor after the Effective Date, or which otherwise comes into the

ownership of the Assignor, after the Effective Date, but excludes any such IPR which is jointly owned between the Assignor and a third party and which cannot, by applicable law or contract, be assigned without the consent of the said third party;

"IPR"

means all patents, registered trade marks, registered designs, together with applications for any of the foregoing and the right to apply for any of the foregoing, copyright, design rights, topography rights, database rights, utility model rights, rights in the nature of copyright, rights in know-how, rights in proprietary and confidential information, rights in inventions and all other industrial and intellectual property rights and all other rights or forms of protection having equivalent or similar effect to any of the foregoing arising anywhere in the world;

"Loan Agreement"

means the agreement between the Assignor and the Assignee to be executed on or about the same time as this Assignment evidencing the Assignee's indebtedness to the Assignor in respect of the Price;

"Price"

means the sum of four hundred and eighteen thousand pounds sterling (£418,000);

"Registered IPR"

means all IPR which is registered in the name of the Assignor, or for which application for registration has been made by the Assignor as at the Effective Date, which includes, without limitation, the IPR set out in the Schedule hereto; and

"Transferring IPR"

means the Existing IPR and the Future IPR or either of them as the context requires.

1.2. In this Assignment, unless the context otherwise requires:-

- 1.2.1. references to the singular include the plural and vice versa and references to one gender include the other;
- 1.2.2. the Recitals, Clauses and the Schedule form part of and shall be construed as incorporated in this Assignment as if set out in full in the body of this Assignment and references to Recitals, Clauses and the Schedule are to the recitals, clauses and schedule to this Assignment; and

- 1.2.3. the index and headings are inserted for convenience only and shall not affect the construction or interpretation of this Assignment.

2. ASSIGNMENT

- 2.1. The Assignor hereby assigns to the Assignee absolutely:-
 - 2.1.1. with effect from the Effective Date, by way of present assignment of existing rights, its whole right, title and interest in and to the Existing IPR; and
 - 2.1.2. with effect from the date of their creation, and to the fullest extent permissible by law, by way of present assignment of future rights, all Future IPR. In so far as any Future IPR does not fully vest in the Assignee pursuant to this Agreement on its creation, the Assignor shall hold such on trust for the Assignee.
- 2.2. The rights assigned pursuant to Clause 2.1 shall include all rights, powers and privileges arising from or attaching to the Transferring IPR assigned including, without limitation, (i) the right to apply for and, if granted, obtain registered protection in respect thereof in any appropriate forum; (ii) all goodwill attaching to the registered trade marks forming part of the Transferring IPR; and (iii) the right to institute and maintain proceedings for past or future infringements or wrongful use of such Transferring IPR and to retain any damages awarded as a result of such proceedings.

3. CONSIDERATION

In consideration for the assignment of the Transferring IPR pursuant to Clause 2, the Assignee shall pay the Price, provided that the Price shall remain outstanding on an inter-company loan account and shall constitute an unsecured debt of the Assignee payable on the Assignor's written demand in accordance with the terms of the Loan Agreement.

4. FURTHER ASSURANCE

- 4.1. At the request and expense of the Assignee, the Assignor shall render all necessary assistance to the Assignee and shall execute, and procure or arrange for the execution of such other confirmations, assignments, forms and authorisations and do such further things as may be reasonably required to give the Assignee full title to the Transferring IPR and the full benefit of this Assignment.
- 4.2. The Assignor shall promptly notify the Assignee in writing full details of all Future IPR on its creation.
- 4.3. The Assignor hereby irrevocably appoints the Assignee to be its attorney for the purpose of signing in its name and on its behalf any document, form or authorisation falling within the terms of Clause 3.1.
- 4.4. The Assignor agrees to provide to the Assignee (at its request and expense) all reasonable assistance with any proceedings which may be brought by or

against the Assignee against or by any third party relating to the rights assigned hereunder.

5. GOVERNING LAW AND JURISDICTION

This Assignment shall be governed by and construed in accordance with the laws of Scotland and the parties submit to the exclusive jurisdiction of the Scottish courts in respect of all disputes arising from or connected to this Assignment.

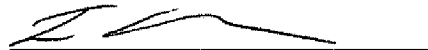
IN WITNESS WHEREOF these presents consisting of this and the preceding 3 pages together with the Schedule annexed hereto, are executed as follows:-

Signed by CASCADE TECHNOLOGIES
LIMITED

at STIRLING

on 8 FEBRUARY 2013

by IAIN HOWIESON, Director


Director

in the presence of the
following witness:

 Witness Signature

DONALD MACLEOD Full Name

37 KENNINGHEADS Address

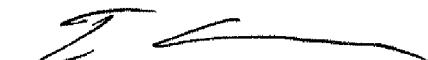
ROAD, STIRLING

Signed by CASCADE TECHNOLOGIES
HOLDINGS LIMITED

at STIRLING

on 8 FEBRUARY 2013

by IAIN HOWIESON, Director


Director

in the presence of the
following witness:

 Witness Signature

DONALD MACLEOD Full Name

37 KENNINGHEADS Address

ROAD, STIRLING

This is the Schedule to in the foregoing Assignment by Cascade Technologies Limited in favour of Cascade Technologies Holdings Limited dated February 2013

Registered IPR

Patents

Case Ref.	Official No.	Title	Case Status	Country
PE952167IN	4174/DELNP/2009	Fiber Perturber	Awaiting examination	India
PE952167RU	2468400	Fiber Perturber	Granted / Registered	Russian Federation
PE952167AU	2007327384	Fiber Perturber	Under examination	Australia
PE952167CN	200780050555.5	Fiber Perturber	Under examination	China
PE952167EP	07824524.8	Fiber Perturber	Under examination	European Patent Office
PE952167JP	2009-538763	Fiber Perturber	Under examination	Japan
PE952167US	12/516,936	Fiber Perturber	Under examination	United States of America
PE952148CN	200880115541.1	Hyperspectral Imager	Under examination	China
PE952148JP	2010-524561	Hyperspectral Imager	Under examination	Japan
PE952148US	12/677,903	Hyperspectral Imager	Under examination	United States of America
PE952148CA	2,702,660	Hyperspectral Imager	Awaiting examination	Canada
PE952148KR	10-2010-7008158	Hyperspectral Imager	Awaiting examination	Republic of Korea
PE952148AU	2008299691	Hyperspectral Imager	Awaiting examination	Australia
PE952148IN	2537/DELNP/2010	Hyperspectral	Awaiting	India

Case Ref.	Official No.	Title	Case Status	Country
		Imager	examination	
PE952148EP	08788499.5	Hyperspectral Imager	Under examination	European Patent Office
PE952148RU	2010115021	Hyperspectral Imager	Under examination	Russian Federation
PE952168IN	4172/DELNP/2009	Leak Detection	Awaiting examination	India
PE952168KR	10-2009-7014010	Leak Detection	Awaiting examination	Republic of Korea
PE952168RU	2453819	Leak Detection	Granted / Registered	Russian Federation
PE952168AU	2007330582	Leak Detection	Under examination	Australia
PE952168CA	2673952	Leak Detection	Under examination	Canada
PE952168CN	200780050640.1	Leak Detection	Under examination	China
PE952168EP	07824542.0	Leak Detection	Under examination	European Patent Office
PE952168JP	2009-539792	Leak Detection	Under examination	Japan
PE952168US	12/517,655	Leak Detection	Under examination	United States of America
PE952165AU	2007327386	Portal	Accepted	Australia
PE952165RU	2009124429	Portal	Accepted	Russian Federation
PE952165US	12/516,947	Portal	Accepted	United States of America
PE952165CA	2,673,816	Portal	Awaiting examination	Canada
PE952165IN	4171/DELNP/2009	Portal	Awaiting	India

Case Ref.	Official No.	Title	Case Status	Country
			examination	
PE952165KR	10-2009-7013292	Portal	Awaiting examination	Republic of Korea
PE952165CN	200780050535.8	Portal	Under examination	China
PE952165EP	07824559.4	Portal	Under examination	European Patent Office
PE952165JP	2009-538764	Portal	Under examination	Japan
PG432857AU	2003219320	Quantum Cascade Laser	Granted / Registered	Australia
PG432857CA	2482402	Quantum Cascade Laser	Granted / Registered	Canada
PG432857CN	03813259.1	Quantum Cascade Laser	Granted / Registered	China
PG432857EP	1493017	Quantum Cascade Laser	Granted / Registered	European Patent Office
PG432857IN	246882	Quantum Cascade Laser	Granted / Registered	India
PG432857JP	4437668	Quantum Cascade Laser	Granted / Registered	Japan
PG432857KR	959625	Quantum Cascade Laser	Granted / Registered	Republic of Korea
PG432857RU	2313078	Quantum Cascade Laser	Granted / Registered	Russian Federation
PG432857US	7283243	Quantum Cascade Laser	Granted / Registered	United States of America
PG432857GBQ	1493017	Quantum Cascade Laser	Validation completed	United Kingdom
PG432857IEQ	1493017	Quantum Cascade Laser	Validation completed	Ireland
PG432857DEQ	1493017	Quantum	Validation	Germany

Case Ref.	Official No.	Title	Case Status	Country
		Cascade Laser	pending	
PG432857ESQ	1493017	Quantum Cascade Laser	Validation pending	Spain
PG432857FRQ	1493017	Quantum Cascade Laser	Validation pending	France
PG432857ITQ	1493017	Quantum Cascade Laser	Validation pending	Italy
PG432857SEQ	1493017	Quantum Cascade Laser	Validation pending	Sweden

Trade Marks

Trade Mark	Country	Proprietor	Reg No.
CASCADE TECHNOLOGIES	UK	Cascade Technologies Limited	2438858