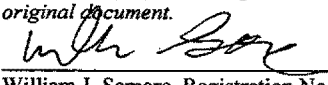


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Attorney Docket No. <b><u>157801</u></b>					
Please record the attached document.					
Total number of pages including cover sheet, attachments, and document: <u>5</u>					
1. A. Name of conveying party(ies):  <div style="text-align: center;"> <b>Brian Sinclair LOWANS</b>  <b>Richard Middleton HICKS</b> </div> B. Additional name(s) of conveying party(ies) attached? <div style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No       </div>			2. A. Name and address of receiving party(ies):  <div style="text-align: center;"> <b>QINETIQ LIMITED</b>          Cody Technology Park, Ively Road          Farnborough,          Hampshire GU14 0LX United Kingdom       </div> B. Additional name(s) & address(es) attached? <div style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No       </div>		
3. A. Nature of conveyance:  <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Assignment  <input type="checkbox"/> Security Agreement  <input type="checkbox"/> Other _____         </div> <div> <input type="checkbox"/> Merger  <input type="checkbox"/> Change of Name         </div> </div> B. Execution Date: <u>09/19/2013 and 07/09/2013</u>					
4. A. Patent Application No.(s) <u>13/990,230</u> B. Patent No.(s)  <div style="text-align: center;">           Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No         </div> C. Title of Application: <u>QUANTUM KEY DISTRIBUTION</u>					
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>James A. Oliff</u>  Address: <b>OLIFF &amp; BERRIDGE, PLC</b> <b>P.O. Box 320850</b> <b>Alexandria, VA 22320-4850</b> <b>Phone Number: 703-836-6400</b> <b>Fax Number: 703-836-2787</b> <b>Email: <u>email@oliff.com</u></b>			6. Total number of applications and patents involved: <u>1</u>  7. Please charge Deposit Account No. 15-0461 the total fee (37 CFR 3.41) in the amount of <u>\$40.00</u> .  8. Credit any overpayment or charge any underpayment to deposit account number 15-0461.		
9. <b>Statement and signature.</b> <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">         William J. Samore, Registration No. 66,337     </div> <div style="text-align: right;">       Date: <u>September 30, 2013</u> </div> </div>					

CH \$40.00 150461 13990230

**ASSIGNMENT (BEING FILED FOR DUAL PURPOSE UNDER 37 CFR 1.63(e))****For Application with Filing Date on or after September 16, 2012****ASSIGNMENT**

<b>Insert</b>	(1)	<u>Brian Sinclair LOWANS</u>	(2)	<u></u>
<b>(1-8) Legal Name(s)</b>	(3)	<u>Richard Middleton HICKS</u>	(4)	<u></u>
<b>of Inventor(s)</b>	(5)	<u></u>	(6)	<u></u>
	(7)	<u></u>	(8)	<u></u>

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, the receipt and sufficiency of which are hereby acknowledged, each undersigned agrees to assign, and hereby does assign, transfer and set over to

<b>(9) Insert Name of Assignee</b>	(9)	<u>QINETIQ LIMITED</u>
<b>(10) Insert Address of Assignee</b>	(10)	<u>Company No. 3796233, whose Registered Office is at Cody Technology Park, Ivcty Road, Farnborough, Hampshire GU14 0LX United Kingdom (hereinafter referred to as "the Assignee")</u>

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100, in the invention, and in all applications for patent including any and all provisional, non-provisional, divisional, continuation, international, substitute and reissue application(s), and all Letters Patent, extensions, reissues and reexamination certificates that may be granted on the invention known as

<b>(11) Insert Identification such as Title, Case Number, or Foreign Application Number</b>	(11)	<u>PCT/GB2011/001670</u>
		(Attorney Docket No. <u>157801</u> ), filed on even date herewith or as

<b>(12) Alternative Identification for filed applications</b>	(12)	<u>U.S. Application Number</u>
		<u>filed</u>

1) Each undersigned agrees to execute all papers necessary in connection with any application and/or patent for the invention and also to execute separate assignments in connection with such applications and patents as the Assignee may deem necessary.

2) Each undersigned agrees to execute all papers necessary in connection with any interference or post-grant proceeding which may be declared concerning any application or patent for the invention and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or post-grant proceeding.

3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to the Assignee.

5) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office to issue any and all patents resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he or she has full right to convey the entire interest herein assigned, and that he or she has not executed, and will not execute, any agreement(s) in conflict herewith, and agrees that this assignment is binding on Assignor and Assignor's heirs, successors, assigns and legal representatives.

6) Each undersigned hereby grants the firm of **OLIFF & BERRIDGE, PLC** the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

**(13) Declaration**

As an above named inventor, I hereby declare that:

I believe I am the original inventor or an original joint inventor of a claimed invention (or claimed design) in the above-identified application for which this declaration is being submitted.

The application was made or authorized to be made by me.

I have reviewed and understand the contents of the above-identified application, including the claims, and am aware of the duty to disclose to the Office all information known to me to be material to patentability as defined in 37 CFR §1.56.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date 19<sup>th</sup> September 2013 Inventor Signature B.S. Lowans (SEAL)  
Brian Sinclair LOWANS

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses who also sign here:

Date 19<sup>th</sup> September 2013 Witness Mare Micaleto

Date 19<sup>th</sup> September 2013 Witness [Signature]

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)  
Richard Middleton HICKS

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses who also sign here:

Date \_\_\_\_\_ Witness \_\_\_\_\_

Date \_\_\_\_\_ Witness \_\_\_\_\_

**ASSIGNMENT (BEING FILED FOR DUAL PURPOSE UNDER 37 CFR 1.63(e))  
For Application with Filing Date on or after September 16, 2012**

**ASSIGNMENT**

Insert	(1)	Brian Sinclair LOWANS	(2)	
(1-8) Legal Name(s)	(3)	Richard Middleton HICKS	(4)	
of Inventor(s)	(5)		(6)	
	(7)		(8)	

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, the receipt and sufficiency of which are hereby acknowledged, each undersigned agrees to assign, and hereby does assign, transfer and set over to

(9) Insert Name of Assignee	(9)	QINETIQ LIMITED
(10) Insert Address of Assignee	(10)	Company No. 3796233, whose Registered Office is at Cody Technology Park, Ively Road, Farnborough, Hampshire GU14 0LX United Kingdom (hereinafter referred to as "the Assignee")

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100, in the invention, and in all applications for patent including any and all provisional, non-provisional, divisional, continuation, international, substitute and reissue application(s), and all Letters Patent, extensions, reissues and reexamination certificates that may be granted on the invention known as

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5) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office to issue any and all patents resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he or she has full right to convey the entire interest herein assigned, and that he or she has not executed, and will not execute, any agreement(s) in conflict herewith, and agrees that this assignment is binding on Assignor and Assignor's heirs, successors, assigns and legal representatives.

6) Each undersigned hereby grants the firm of OLIFF & BERRIDGE, PLC the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

**(13) Declaration**

As an above named inventor, I hereby declare that:

I believe I am the original inventor or an original joint inventor of a claimed invention (or claimed design) in the above-identified application for which this declaration is being submitted.

The application was made or authorized to be made by me.

I have reviewed and understand the contents of the above-identified application, including the claims, and am aware of the duty to disclose to the Office all information known to me to be material to patentability as defined in 37 CFR §1.56.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)  
Brian Sinclair LOWANS

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses who also sign here:

Date \_\_\_\_\_ Witness \_\_\_\_\_

Date \_\_\_\_\_ Witness \_\_\_\_\_

Date 9 July 2013 Inventor Signature  (SEAL)  
Richard Middleton HICKS

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses who also sign here:

Date 9th July 2013 Witness 

Date 9th July 2013 Witness 