

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2683200

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FUCAI ZHANG	05/08/2012
RECEIVING PARTY DATA	
Name:	PHASE FOCUS LIMITED
Street Address:	THE SHEFFIELD BIOINCUBATOR
Internal Address:	40 LEAVYGREAVE ROAD
City:	SHEFFIELD, SOUTH YORKSHIRE
State/Country:	UNITED KINGDOM
Postal Code:	S3 7RD
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14232524
CORRESPONDENCE DATA	
Fax Number:	(703)997-4905
Phone:	7039170000
Email:	KRIS@MH2LAW.COM
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	MH2 TECHNOLOGY LAW GROUP
Address Line 1:	1951 KIDWELL DRIVE
Address Line 2:	SUITE 550
Address Line 4:	TYSONS CORNER, VIRGINIA 22182
ATTORNEY DOCKET NUMBER:	0180.0004
NAME OF SUBMITTER:	WILLIAM J. BROGAN
Signature:	/William J. Brogan/
Date:	01/15/2014

PATENT

**Total Attachments: 6**

source=2014-01-15\_\_ASSIGNMENT#page1.tif

source=2014-01-15\_\_ASSIGNMENT#page2.tif

source=2014-01-15\_\_ASSIGNMENT#page3.tif

source=2014-01-15\_\_ASSIGNMENT#page4.tif

source=2014-01-15\_\_ASSIGNMENT#page5.tif

source=2014-01-15\_\_ASSIGNMENT#page6.tif

PATENT ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made the 8<sup>th</sup> day of May 2012

**BETWEEN:**

- 1 The University of Sheffield, incorporated by Royal Charter (company number RC000667) whose address is Western Bank, Sheffield, S10 2TN ("SHEFFIELD");
- 2 Phase Focus Ltd, whose address is The Sheffield Bioincubator, 40 Leavygreave Road, Sheffield, S3 7RD (company number 07066163 (the "Company")); and
- 3 Dr Fucal Zhang, whose address is 24B Church Street, Didcot, OX11 8DQ (the "Inventor").

**RECITALS:**

- A SHEFFIELD is the registered proprietor of the Patents (as defined below).
- B The Inventor produced the inventions, which are the subject of the Patents, in the course of duties of employment with SHEFFIELD.
- C The Company wishes to commercialise the inventions claimed in the Patents and SHEFFIELD and the Inventor have agreed to assign to the Company (and the Company has agreed to accept an assignment of) such right title and interest SHEFFIELD and the Inventors may have in and to the Patents on the terms of this Assignment.

**THE PARTIES AGREE AS FOLLOWS:**

In this Assignment the following words shall have the following meanings:

<b>"Patents"</b>	any and all of the patents and patent applications referred to in the attached Schedule 1 including any continuations, continuations in part, extensions, reissues, divisional applications, present and future national and/or regional phase applications derived from international applications and including any patents, supplementary protection certificates and similar rights that are based on or derive priority from the foregoing and/or have common priority therewith.
------------------	--

**OPERATIVE:**

1. The Inventor invented the inventions which are the subject of the Patents listed in Schedule 1.
2. In consideration of **£20,500.00** (twenty thousand five hundred pounds sterling) plus VAT, paid to SHEFFIELD, SHEFFIELD and the Inventor hereby assign to the Company absolutely, and the Company hereby accepts assignment of, all SHEFFIELD'S and the Inventor's rights, title and interest in the Patents.
3. The assignment effected by clause 2 above shall include without limitation the assignment and transfer of:
  - 3.1 all rights and powers arising or accrued from ownership of the Patents, including the right to sue for damages and other remedies and to have the benefit of any remedy obtained in respect of any infringement of such rights or other acts within the scope of the claims of any published specifications accompanying the Patents before the date of this Assignment; and
  - 3.2 the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the invention claimed in the Patents, including the right to claim priority from the Patents or have equivalent claims to or be based upon the Patents in any country in the world (and including continuations, continuations in part, extensions, re-issues, divisional applications, present and future national phase applications derived from international applications and including any patents supplementary protection certificates and similar rights that are based on or derive priority from the foregoing and /or have common priority therewith) so that the grant of any patent or similar protection shall be in the name of and vest in the Company.
4. The Company hereby grants to SHEFFIELD an irrevocable royalty-free non-exclusive licence to use the Patents for SHEFFIELD'S own academic, teaching or research purposes but not for the purpose of commercial exploitation. For avoidance of doubt, such licence includes the ability to grant sub-licences to third parties, where access to the Patents may be necessary for the performance of projects funded by a third party (or third parties) or where SHEFFIELD is involved in joint research with such third party (or third parties) but only where (a) such sub-licences limit use of the Patents by any such third party or third parties to use for research and/or teaching purposes and exclude use of the Patents by any such third party or third parties for the purpose of commercial exploitation and (b) such third party or third parties has/have entered into confidentiality obligations with SHEFFIELD and/or the Company equivalent to those given by SHEFFIELD in this Assignment.
5. SHEFFIELD will not disclose to any third party any confidential information contained within the Patents (other than to sub-licensees licensed under clause 4 of this Assignment or potential sub-licensees under clause 4 of this Assignment who have entered into confidentiality obligations with SHEFFIELD and/or the Company) unless (i) the Company has agreed in writing to such disclosure, (ii) such confidential information is in the public domain now or in the future except as a result of a disclosure by SHEFFIELD or by a third party acting without authority from the Company or (iii) the details of the Patents have been published by the UK Intellectual Property Office or other international or regional Intellectual Property Office as may

be applicable or (iv) SHEFFIELD is required to disclose such confidential information in compliance with the legal requirement of a governmental or regulatory agency or otherwise where disclosure is required by operation of law.

6. SHEFFIELD and the Inventor give no warranties whether implied or express that the Patents shall proceed to grant, and if granted be valid. Furthermore, no warranties whether implied or express are given by SHEFFIELD that use of the Patents will not infringe any third party intellectual property rights.
7. SHEFFIELD warrants and represents that as far as it is aware the Inventor is the sole devisor of the inventions which are the subject of the Patents listed in Schedule 1.
8. SHEFFIELD and the Inventor agree that upon request and at the cost of the Company they will each at all times from the date of this Assignment do (and procure to be done) all such acts and execute (and procure the execution of) all such documents which are reasonably necessary or desirable, or both, to secure the vesting in the Company of all rights assigned under this Assignment.
9. In the event that an interim order is made, or a voluntary arrangement approved, or a bankruptcy order is made against the Company, or a voluntary arrangement is approved or an administration order is made, or a receiver or administrative receiver is appointed of any of Company's assets or undertaking, or a winding-up resolution or petition is passed (otherwise than for the purposes of reconstruction or amalgamation) or any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to make a winding-up order, or other similar or equivalent action is taken against or by Company by reason of its insolvency or in consequence of debt the Company shall notify SHEFFIELD.
10. In the event of any situation described in Clause 9 having arisen and a) no purchaser of the Company's shares or the Patents for value can be found and/or b) the Patents are to be allowed to lapse and/or c) the Company is to be dissolved without ownership of the Patents transferring to a third party the Company shall use reasonable endeavours to execute an assignment to transfer ownership of the Patents and any patents granted pursuant to the Patents to SHEFFIELD.
11. The operation of the Contracts (Rights of Third Parties) Act 1999 is hereby excluded.
12. This Assignment shall be construed and governed in accordance with English law and subject to the exclusive jurisdiction of the English Courts.

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY OF SHEFFIELD

*[Handwritten signature]*



Dr Suzanne Bushnell-Watson  
Head of Commercialisation  
Research and Innovation Services  
University of Sheffield

WITNESSED BY *J. Ghosh*

NAME JUNE GHOSH  
ADDRESS 74 JAUNTY AVE  
SHEFFIELD  
S12 3DE

SIGNED FOR AND ON BEHALF OF PHASE FOCUS LIMITED

*[Handwritten signature]*

WITNESSED BY *M. Humphry*

NAME MARTIN HUMPHRY  
ADDRESS 12 TEESDALE ROAD  
LONG EATON  
NOTTINGHAM  
NG10 3PG

SIGNED BY FUCAI ZHANG

*[Handwritten signature]*

WITNESSED BY *A. Li*

NAME ALZHI LI  
ADDRESS 24B CHURCH STREET, DLD COT, OXON  
OX11 8DQ

**SCHEDULE 1 - Patents**

<b>Patent Number</b>	<b>Title</b>	<b>Abstract</b>	<b>Filing Date</b>	<b>Status</b>	<b>Country of Grant</b>
Application No 1112119.1	Method and Apparatus for Position Determination	The present invention relates to methods and apparatus for determining a position of an object in relation to incident radiation. In particular, although not exclusively, some embodiments of the invention may be used to improve a quality of data relating to the object or the radiation.	14 July 2011	Pending	UK