

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2984374

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WATERS RESEARCH CENTER KFT	07/17/2014
RECEIVING PARTY DATA	
Name:	MICROMASS UK LIMITED
Street Address:	STAMFORD AVENUE, ALTRINCHAM ROAD
City:	WILMSLOW, CHESHIRE
State/Country:	ENGLAND
Postal Code:	SK9 4AX
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	13322343
Application Number:	14368796
Application Number:	14368797
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	949-760-0404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE MARTENS OLSON & BEAR LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	MDMSS.001NP/004NP/005NP
NAME OF SUBMITTER:	JOSUE VILLALTA
SIGNATURE:	/JOSUE VILLALTA/
DATE SIGNED:	08/15/2014
Total Attachments: 7	
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DATED 17 July 2014

- (1) WATERS RESEARCH CENTER KFT
- (2) MICROMASS UK LIMITED

DEED OF ASSIGNMENT OF PATENTS

THIS DEED is made on *17 July* 2014

BETWEEN:

- (1) **WATERS RESEARCH CENTER KFT**, incorporated and registered in Hungary with company number 01-09-193215, whose registered office is at Reményi Ede ucta 2, 1033 Budapest, Hungary ("**Assignor**");
- (2) **MICROMASS UK LIMITED** (a company registered in England under number 03162914) whose principal office is at Waters Wilmslow, Stamford Avenue, Altrincham Road, Wilmslow, Cheshire SK9 4AX, England ("**Assignee**")

BACKGROUND:

- (A) The Assignor is the proprietor of or applicant for (or is entitled to be registered as the proprietor or applicant as the assignee of MediMass Kutató, Fejlesztő És Szolgáltató KFT) those patents and patent applications short particulars of which are set out in Schedule 1 ("**Patents**").
- (B) By a Sale And Transfer of Intangibles Agreement made between the Parties and dated 17th July 2014 ("**Asset Purchase Agreement**") the Assignor agreed to assign the Patents to the Assignee on the terms set out in this Deed.

NOW IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 Headings shall not affect the interpretation of this Deed. The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.
- 1.2 A reference to any party shall include that party's successors and permitted assigns. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, phrase or term preceding those terms.

2. ASSIGNMENT

Pursuant to and for the consideration set out in the Asset Purchase Agreement (receipt of which the Assignor expressly acknowledges), with effect on and from 17th July 2014 the Assignor assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Patents, including any corresponding divisional, continuation, continuation-in-part, reissue, re-examination or international patent applications or granted patents, if any, and in and to all and any inventions disclosed in the Patents, including:

- 2.1 in respect of any and each application in the Patents:

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- 2.1.1 the right to claim priority from and to prosecute and obtain grant of patent; and
- 2.1.2 the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- 2.2 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;
- 2.3 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.
- 2.4 the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
- 2.5 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 Deed.

3. FURTHER ASSURANCE

- 3.1 The Assignor shall, and shall use reasonable endeavours to seek to procure that any necessary third party shall, at its own cost in the case of this clause 3.1 and clause 3.1.1 and at the Assignee's cost in the case of clause 3.1.2, promptly execute such documents and perform such acts and things as may reasonably be required by the Assignor for the purpose of giving full effect to this Deed, including:
 - 3.1.1 assisting the Assignee with registration of the Assignee as applicant for, or proprietor of, the Patents; and
 - 3.1.2 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 Deed.
- 3.2 The Assignor irrevocably appoints the Assignee to be its attorney in his name and on its behalf to execute documents, use the Assignor's name and do all things which are reasonably necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the Assignor or by any person appointed in accordance with clause 3.4, that any instrument or act falls within the authority conferred by this Deed shall be conclusive evidence that such is the case so far as any third party is concerned.
- 3.3 This power of attorney is irrevocable as long as the Assignor's obligations under this Deed remain undischarged.

3.4 Without prejudice to clause 3.2, the attorney may, acting reasonably at all times, in any way it thinks fit and in the name and on behalf of the Assignor:

3.4.1 take any action that this Deed requires the Assignor to take;

3.4.2 exercise any rights which this Deed gives to the Assignor; and

3.4.3 appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.

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

4. GENERAL

4.1 No failure or delay by a party to exercise any right or remedy provided under this Deed 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.

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

4.3 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

4.4 Any notice given to a party under or in connection with this Agreement shall be given or served in accordance with clause 21 of the Asset Purchase Agreement which provision is by this reference hereby incorporated into this Agreement.

5. LAW AND JURISDICTION

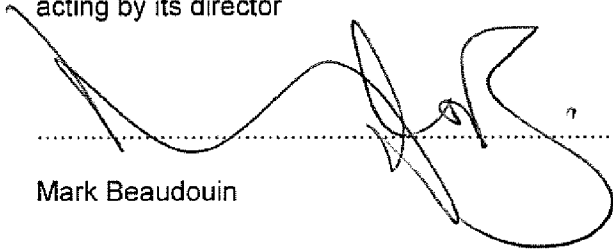
This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales, and each party hereby irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS of which this document has been duly executed and delivered as a deed by each of the parties on the day and the year first stated above.

Executed and delivered as a deed by)

WATERS RESEARCH CENTER KFT)

acting by its director)



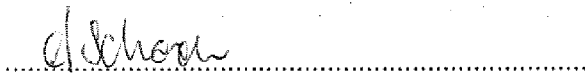
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Mark Beaudouin

Executed and delivered as a deed by)

MICROMASS UK LIMITED)

acting by its director)



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Andrew Schoon

SCHEDULE 1 - PATENTS

SYSTEM AND METHOD FOR IDENTIFICATION OF BIOLOGICAL TISSUES (REIMS)

PCT/IB2010/001261 (published on 2nd December 2010 as international publication No. WO 2010/136887) application filed on 27th May 2010 (now expired – national phase entry date 24th November 2011). Inventor: Zoltan Takats. Applicant: Zoltan Takats.

US application 61/181,421 filed on May 27th, 2009 (now expired).

US divisional application 13/322,343 (published as 2012/0156712 A1 on June 21st 2012). Inventor: Zoltan Takats. Assignee: MediMass Kft.

Australia application AU 2010/0252652 filed on 27th May 2010 (published on 15th December 2011). Inventor: Zoltan Takats. Applicant: MediMass Kft.

Canada application CA 2763145 filed on 27th May 2010 (not yet published). Inventor: Zoltan Takats. Applicant: MediMass Kft.

China application CN 2010/800323 60.X filed on 27th May 2010 (published on 30 May 2012 as CN 1024883369 A). Inventor: Zoltan Takats. Applicant: MediMass Kft.

Europe application 10727133.0 filed on 27th May 2010 (published on 4th April 2012 as EP 2435814 A1) Inventor: Zoltan Takats. Applicant: MediMass Kft.

India application IN 8851/CHENP/2011 filed on 30th November 2011 at Patent Office of Chennai (published on 17th May 2013). Applicant: MediMass Kft.

Japan application JP 2012-512467 (published on 12 November 2012 as JP 2012528320). Inventor: Zoltan Takats. Applicant: MediMass Kft.

Korea application KR 2011-7030917 filed on 23rd December 2011 (published as 1020120016150 on 22nd February 2012). Applicant: MediMass kft.

Mexico application MX/a/2011/012540 filed on 27th May 2010 (patent granted on 4 December 2013 as 316090). Inventor: Zoltan Takats. Applicant: MediMass Kft.

Russia application 2011 RU 2011/151865/05 filed on 27th May 2010 (not yet published). Inventor: Zoltan Takats. Applicant: MediMass Kft.

SYSTEM AND METHOD FOR RAPID EVAPORATIVE IONISATION OF LIQUID PHASE SAMPLES (LIQUID REIMS)

PCT/IB2012/003009 (initially assigned US App No. PCT/US12/72154) (published on 4th July 2013 as international publication No. WO 2013/098645 A2) application filed on 28th December 2012. Inventors: Zoltan Takats, Daniel Szalay and Lajos Godorhazy. Applicant: MediMass Kft.

US provisional application 61/580,723 filed on 28th December 2011 (now expired)

US application US 14/368796 filed 15 June 2014 (pending, not yet published)

China application – instructions sent to Chinese attorney and application will be filed by grace period date of 28 August

Japan application filed 27 June 2014 (pending, not yet published). Application number not yet assigned.

Israel application filed 26 June 2014 (pending, not yet published). Application number not yet assigned.

EU application – instructions sent to European attorney to file by 28 July 2014.

India application – instructions sent to Indian attorney to file by 28 July 2014.

COLLISION ION GENERATOR AND SEPARATOR

PCT/IB2012/002995 (initially assigned US App No. PCT/US12/72151) (published on 4th July 2013 as international publication No. WO 2013/098642 A2) application filed on 28th December 2012. Inventors: Zoltan Takats, Daniel Szalay and Lajos Godorhazy. Applicant: MediMass Kft.

US application US 61/580,723 filed on 28th December 2011 (now expired)

US application 14/368797 filed 25 June 2014 (pending, not yet published)

China application - instructions sent to Chinese attorney and application will be filed by grace period date of 28 August

Japan application filed 27 June 2014 (pending, not yet published). Application number not yet assigned.

Israel application filed 26 June 2014 (pending, not yet published). Application number not yet assigned.

EU application – instructions sent to European attorney to file by 28 July 2014.

India application – instructions sent to European attorney to file by 28 July 2014.

METHOD AND DEVICE FOR SAMPLING AEROSOLS

US 61/301,848 application filed on 5 February 2010 (now expired).