

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3021449

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HERIOT-WATT UNIVERSITY	09/17/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DCG SYSTEMS, INC.
<b>Street Address:</b>	3400 W. WARREN AVE
<b>City:</b>	FREMONT
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94538
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13896262
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)320-7701
<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>	
<b>Phone:</b>	650-320-7700
<b>Email:</b>	mmoreno@nixonpeabody.com
<b>Correspondent Name:</b>	NIXON PEABODY LLP
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<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306
<b>ATTORNEY DOCKET NUMBER:</b>	049259-127000
<b>NAME OF SUBMITTER:</b>	JOSEPH BACH
<b>SIGNATURE:</b>	/Joseph Bach/
<b>DATE SIGNED:</b>	09/12/2014
<b>Total Attachments: 3</b>	
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### Assignment of Invention ("the Agreement")

This Agreement is made on 17 September 2013

#### BETWEEN:

**HERIOT-WATT UNIVERSITY**, a higher education institution incorporated by Royal Charter and Scottish Registered Charity (with Charity Number SC000278), having its principal address at Riccarton, Edinburgh EH14 4AS (hereinafter referred to as "Heriot-Watt")

and

**DCG Systems, Inc.**, a Delaware corporation with its principal place of business at 3400 West Warren Avenue, Fremont, CA 94538 USA (hereinafter referred to as the "Company")

(each a "Party" and together, the "Parties").

#### WHEREAS

- (A) Heriot-Watt owns intellectual property and other rights in and to 2-Photon Absorption Techniques ("the Field") which was developed jointly with Company; related to work carried out by Professor Derryck T Reid, Company employee Praveen Vedagarbha and other Company employees in continuations in part ("the Research Group"), detailed in Annex A
- (B) In order to further develop and commercialise effectively the intellectual property within the Field following the filing of patent applications by the Company where Heriot-Watt employee, Professor Derryck T Reid, is a named inventor ("the Patent").
- (C) Company is paying, has paid, and will continue to pay all filing costs, maintenance fees, and attorney's fees associated with the Patent;
- (D) The Parties now wish to further facilitate the commercialisation and intellectual property protection in regards to the inventions of the Research Group with this Agreement.

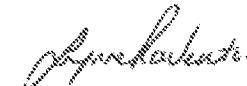
#### IT IS AGREED AS FOLLOWS:

- 1) Heriot-Watt is the owner of the intellectual property rights contained in all inventions developed by the Research Group while its members were employed by Heriot-Watt, described in detail in Annex A ("the Inventions").
- 2) Heriot-Watt hereby assigns, without time limit to Company its whole property, right, title and interest in and to the inventions, including all statutory and common law rights, and hereby undertakes at the request and cost of Company to do and execute all such further documents, forms and authorisations as may be required to vest Heriot-Watt's full property, right, title and interest in and to the inventions in Company absolutely.

- 5) Heriot-Watt accepts from the Company without the right of sublicense, a non-transferrable perpetual royalty free license to use the Patent family and Inventions solely for the purposes of academic teaching/ publication and non-commercial research.
- 6) Improvements to the Inventions in the Field made by Heriot-Watt and where these are not separately patentable will be offered to the company for exploitation on fair and reasonable commercial terms to be agreed at the time.
- 7) No warranty is given by Heriot-Watt in relation to the inventions or the use to which they may be put by Company or their fitness or suitability for any particular purpose. Company hereby acknowledge that they have satisfied themselves as to the foregoing matters. All conditions and warranties, express or implied, arising under statute or common law are hereby excluded.
- 8) This Assignment will be governed by and construed and interpreted in accordance with the Laws of Scotland and the parties hereby prorogate the jurisdiction of the Scottish Courts:

IN WITNESS WHEREOF these presents consisting of this, the preceding page and Annex A have been executed by the Parties as follows:-

Subscribed for and on behalf of HERIOT-WATT UNIVERSITY by Lynne B Raventós  
 Authorised Signatory, at Edinburgh on 17  
 September 2013 in the presence of this witness:

  
 \_\_\_\_\_  
 Signature


IP & Contracts Adviser

Witness: Robert Goodfellow

Full Name: ROBERT GOODFELLOW

Address: 50 Heriot-Watt University, GEIN 60 1000

Subscribed for and on behalf of DCG Systems, Inc. by Israel Niv, PhD.  
 Authorised Signatory, at Fremont, CA on 9-10-13  
 September 2013 in the presence of this witness:

  
 \_\_\_\_\_  
 Signature

Chief Executive Officer

Witness: Marie Headley

Full Name: Marie Headley

Address: 3400 W Warmen Ave  
 Fremont CA 94538

**Annex A:**

The inventions identified in the attached United States Patent Application No. US 2012/056826 A1 published March 8, 2012, titled "Laser Assisted Device Alteration Using Two-Photon Absorption."

In July, 2009 the Company and Heriot-Watt discussed ways to improve resolution of optical probing systems utilizing two-photon absorption (TPA). We decided to investigate TPA for LADA (laser assisted device alteration). The challenge to LADA was the TPA femto- second laser pulse duty cycle, whereas LADA is generally done with a continuous wave laser. The Company and Heriot-watt decided on a synchronization scheme which was filed in late 2009, now referred to as United States Patent Application No. US 2012/056826 A1, published March 8, 2012. Since then this idea has been expanded and refined by the Research Group with multiple continuations in part and involving Freescale Semiconductor, Inc.