

12/31/2014

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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Glassworks London Ltd.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) September 23, 2014

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Assignment by Declaration

2. Name and address of receiving party(ies)

Name: Inventive Medical Limited

Internal Address: 5th Floor East

Street Address: 250 Euston Road

City: London

State:

Country: UNITED KINGDOM Zip: NW1 2PG

Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

12/919,003

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Knobbe Martens Olson & Bear LLP

Internal Address: 14th Floor

Street Address: 2040 Main Street

City: Irvine

State: CA

Zip: 92614

Phone Number: 949-760-0404

Docket Number: MARKS53.001APC

Email Address: efiling@knobbe.com

6. Total number of applications and patents involved: 1**7. Total fee (37 CFR 1.21(h) & 3.41) \$40**

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 11-1410

Authorized User Name Knobbe Martens Olson & Bear LLP

9. Signature:

Signature

Bruce S. Itchkawitz, Ph.D.

Name of Person Signing

01/03/2015 BYTHREK 00000005 111410 12/10/2014
 Date

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

MARKS53.001APC

PATENT

Inventors : Colin Bruce Martin et al.
App. No. : 12/919,003
Filed : March 25, 2011
For : MEDICAL TRAINING METHOD
AND APPARATUS

**DECLARATION OF IAN G WHITTAKER REGARDING TRANSFER OF
OWNERSHIP FROM GLASSWORKS LONDON LTD. TO INVENTIVE MEDICAL
LIMITED**

I, Ian G Whittaker, based on personal knowledge or information, declare and state as follows:

1. I am a Chief Executive with Inventive Medical Limited, Applicant of the above-identified application ("the Application"), having a principle place of business at 5th Floor East, 250 Euston Road, London, NW1 2PG, United Kingdom ("Inventive Medical").

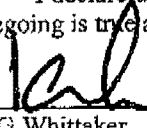
2. The Application (U.S. Appl. No. 12/919,003) is a United States national phase application of International Appl. No. PCT/US2008/000636, filed 25 February 2008. The Application names the following four inventors: Colin Bruce Martin, Susan Jane Wright, Andrew Smith, and Adam Cubitt.

3. Pursuant to a "Development and License Agreement for the Animated Heart" dated 21 December 2010, a redacted copy of which is attached herewith, Glassworks irrevocably and unconditionally assigned (by way of present and future assignment) absolutely and with full title guarantee "all Intellectual Property Rights throughout the world subsisting in the Animated Heart, HeartWorks TOE, HeartWorks TTE, and all New Versions, including the Software and the Program Documentation relating thereto."

4. The subject matter of the Application is included in "the Animated Heart, HeartWorks TOE, HeartWorks TTE, and all New Versions." Thus, the assigned rights include all rights throughout the world to the Application.

5. The foregoing facts establish that any rights that Glassworks once held in the Application were subsequently wholly transferred to Inventive Medical.

6. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

By: 
Ian G Whittaker
Chief Executive
Inventive Medical Ltd.

Executed on: 23 September 2014

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5042177-1-DTHORPE



DATED 21st December 2010

(1) INVENTIVE MEDICAL LIMITED

(2) GLASSWORKS LONDON LIMITED

and

(3) UNIVERSITY COLLEGE LONDON HOSPITALS CHARITIES

DEVELOPMENT AND LICENCE AGREEMENT FOR THE
ANIMATED HEART

Charles Russell LLP
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PATENT
REEL: 034727 FRAME: 0575

THIS AGREEMENT is made on

2010

BETWEEN:-

- (1) **INVENTIVE MEDICAL LIMITED** (Company No. 06468381) whose registered address is at 5th Floor East, 250 Euston Road, London NW1 2PG ("IML");
- (2) **GLASSWORKS LONDON LIMITED** (Company No. 04759979) whose registered address is at 141 Wardour Street, London W1F 0UT ("Glassworks"); and
- (3) **UNIVERSITY COLLEGE LONDON HOSPITALS CHARITIES** (Charity Registration No 229771) at 5th Floor East, 250 Euston Road, London NW1 2PG ("UCLHC").

WHEREAS:-

- (A) UCLHC is a charity and one of its objectives is to promote and improve the training of health professionals in order to develop a greater understanding of the human anatomy.
- (B) IML is a trading company wholly owned by UCLHC.
- (C) Glassworks engages in the business of developing high quality computer graphics for advertisements and other projects.
- (D) IML and Glassworks have already developed an animated virtual 3D model of a heart ("HeartWorks") with 2D representation of a transoesophageal echocardiography image ("HeartWorks TOE") for use on a personal computer or laptop for training medical staff (including capabilities to manipulate a haptic controller with a mannequin torso) subject to and in accordance with the terms of an agreement between the parties dated 21 April 2008 (the "First Agreement").
- (E) IML and Glassworks have also agreed to collaborate to further develop the animated heart technology to create a transthoracic echocardiography version of HeartWorks ("Heartworks TTE"), subject to and in accordance with the terms of this Agreement.
- (F) IML and Glassworks have agreed to market and distribute HeartWorks TOE, HeartWorks TTE and New Versions subject to and in accordance with the terms of this Agreement.
- (G) This Agreement terminates and with effect from termination replaces the First Agreement.

IT IS AGREED:-

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1.1

8 INTELLECTUAL PROPERTY

- 8.1 All of the Intellectual Property Rights in and to the Animated Heart, HeartWorks TOE, HeartWorks TTE, all New Versions and the Program Documentation shall be owned solely by IML and Glassworks irrevocably and unconditionally assigns (by way of present and future assignment) to IML absolutely and with full title guarantee all Intellectual Property Rights throughout the world subsisting in the Animated Heart, HeartWorks TOE, HeartWorks TTE and all New Versions, including the Software and the Program Documentation relating thereto, other than the share of the Intellectual Property Rights that was owned by IML pursuant to the First Agreement, in each case together with all related rights, actions, powers and benefits including the right to take action in respect of infringement, to the extent that such rights have not already been assigned by Glassworks to UCLHC or IML. *The above assignment shall be subject to the rights granted by Glassworks to Existential Ltd under an agreement dated 10th December 2010.*
- 8.2 Each party shall or shall procure that:-
- 8.2.1 it shall do all such things, including executing all such documents, as are necessary to give effect to the parties' intentions with respect to the rights in the Intellectual Property Rights assigned under Clause 8.1;
- 8.2.2 nothing is done by its employees or agents to prejudice the grant in the United Kingdom or elsewhere of any patent or other protection in respect of any patentable aspect of a Program;
- 8.2.3 all its employees, agents and permitted sub-contractors are bound to execute and do all acts and things necessary for obtaining the best possible protection in respect of the Intellectual Property Rights assigned under Clause 8.1 and for vesting ownership of the same in accordance with the terms of this Agreement;
- 8.2.4 all development and/or other creative input into the Animated Heart, HeartWorks TOE and HeartWorks TTE and any New Version on such party's behalf is undertaken by persons who are either employed by such party under a contract for services or who have executed a contract with such party which provides for the assignment by them to such party of all Intellectual Property Rights created by them during the course of developing the Animated Heart, HeartWorks TTE and any New Version.
- 8.3 Glassworks shall not be entitled to exploit, licence, sub-licence, distribute or otherwise use the Animated Heart, HeartWorks TOE, HeartWorks TTE or any New Version in the IML Exclusive Markets.
- 8.4 IML hereby grants to Glassworks an exclusive, perpetual, world-wide, irrevocable licence (including the right to sub-licence the same to third parties) to do all acts that would otherwise be prohibited by IML's Intellectual Property Rights protecting Animated Heart, HeartWorks TOE, HeartWorks TTE or any New Version and the Program Documentation in markets other than the IML Exclusive Markets. *This licence shall be subject to the rights granted to Glassworks by Existential Ltd under an agreement dated 02/01/2010.*
- 8.5 If IML assigns any interest in the Intellectual Property Rights assigned to IML under clause 8.1, IML shall assign all of its rights and obligations under this Agreement to the assignee.
- 8.6 IML hereby grants to Glassworks a non-exclusive licence under IML's Intellectual Property Rights protecting the Animated Heart, HeartWorks TOE, HeartWorks TTE, any New Version and the Program Documentation to the extent necessary for Glassworks to perform its obligations under this Agreement.

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32 GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

AS WITNESS the hands of the duly authorised representatives of the parties the day and year first above written

For and on behalf of

INVENTIVE MEDICAL LIMITED

Name

Title

Date

For and on behalf of

GLASSWORKS LONDON LIMITED

Name

Title

Date

UNIVERSITY COLLEGE LONDON HOSPITALS CHARITIES

Name P. Smith

Title CEO

Date 21.12.10.