

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3576299

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

Name	Execution Date
ELEMENT SIX LIMITED	09/28/2015

**RECEIVING PARTY DATA**

<b>Name:</b>	ELEMENT SIX TECHNOLOGIES LIMITED
<b>Street Address:</b>	GLOBAL INNOVATION CENTRE, FERMI AVENUE, HARWELL OXFORD
<b>City:</b>	DIDCOT, OXFORDSHIRE
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	OX11 0QR

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	14646293

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Phone:** +44 1235 441145  
**Email:** groupip@e6.com  
**Correspondent Name:** ELEMENT SIX LIMITED  
**Address Line 1:** FERMI AVENUE, HARWELL CAMPUS  
**Address Line 2:** GROUP IP  
**Address Line 4:** DIDCOT, UNITED KINGDOM OX11 0QR

<b>ATTORNEY DOCKET NUMBER:</b>	PF1207-USW-0
<b>NAME OF SUBMITTER:</b>	DILEEN VAN BEEK
<b>SIGNATURE:</b>	/DILEEN VAN BEEK/
<b>DATE SIGNED:</b>	10/20/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 4**

source=PF1207 15-09-28 GBTEC and IMTEC to UKTEC Assignment SIGNED USFORMAT#page1.tif  
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**ASSIGNMENT**

**PARTIES:**

- (1) **Element Six Limited**, incorporated and registered in England and Wales with company number 02946905 whose registered office is at Global Innovation Centre, Fermi Avenue, Harwell Oxford, Didcot, Oxfordshire, OX11 0QR, UK (the "First Assignor");
- (2) **Element Six Limited** (registered in the Isle of Man under company no. 032530C) of Isle of Man Freeport, PO Box 6, Ballasalla, Isle of Man, IM99 6AQ (the "Second Assignor"); and
- (3) **Element Six Technologies Limited** (registered in England under company no. 08206603) having its registered office at Global Innovation Centre, Fermi Avenue, Harwell Oxford, Didcot, Oxfordshire, OX11 0QR, UK (the "Assignee");

each a "Party" and together the "Parties".

**WHEREAS:**

- A. By virtue of the Existing Agreements (defined below) between the Parties, all rights in the Invention and the Application are the property of the Assignee, having passed directly from the First Assignor to the Assignee, or indirectly from the First Assignor via the Second Assignor to the Assignee.
- B. The parties have agreed to execute this Assignment for the purpose of ensuring that all legal rights in the Invention and the Application which at any time have been or are vested in the First Assignor, and/or the Second Assignor, and all other intellectual property rights relating thereto, shall vest in the Assignee, and to confirm the Assignee's title to the same.

**AGREED TERMS**

**Definitions**

"Application" shall mean, collectively and severally, the patent application(s) set out in the table below and any application or patent which has been, or may in the future be, derived therefrom.

Country	Application No. and Application Date	Inventors	Title	References	
GB	1222395.4 12 December 2012	Charles Simon James PICKLES; Christopher John Howard WORT; John Robert BRANDON and Neil PERKINS	Microwave Plasma CVD Synthetic Diamond Growth on Non-Planar and/or Refractory Substrates	PF1207-GB-0	
US	61/736,423 12 December 2012			PF1207-US-0	
GB	1321391.3 04 December 2013			PF1207-GB-2	
PCT	PCT/EP2013/075576 04 December 2013			Method for making Diamond Layers by CVD	PF1207-WO-0
China via PCT	201380064698.7 04 December 2013			PF1207-CNw-0	
Europe via PCT	13799087.5 04 December 2013			PF1207-EPw-0	
Japan via PCT	Awaited 04 December 2013			PF1207-JPw-0	
US via PCT	14/646293 04 December 2013			PF1207-USw-0	

"Existing Agreements" shall mean certain agreements between the parties including

- o Research and Development Agreement between the First Assignor and the Second Assignor dated 01 July 2003, and related Letter of Extension dated 14 June 2013;
- o Agreement between the Second Assignor and the Assignee dated 31 December 2013 assigning certain registered and unregistered intellectual property including the Invention; and
- o Sub-Contractor Agreement relating to Research and Development Services, dated 02 December 2013.

"Invention" shall mean the invention which is the subject of the Application.

#### Assignment

- 1.1 In consideration of sum of US\$1 (one US dollar) paid by the Assignee to the First Assignor, receipt of which is hereby acknowledged, the First Assignor confirms the assignment of its right title and interest in the Invention and the Application directly to the Assignee, or indirectly to the Assignee via the Second Assignor, and as necessary assigns its right title and interest in the Invention and the Application to the Assignee, and the Assignee confirms its acceptance of the same, and as necessary accepts the same.
- 1.2 In consideration of sum of US\$1 (one US dollar) paid by the Assignee to the Second Assignor, receipt of which is hereby acknowledged, the Second Assignor confirm the assignment of its right title and interest in the Invention and the Application to the Assignee and as necessary assigns its right title and interest in the Invention and the Application to the Assignee, and the Assignee confirms its acceptance of the same, and as necessary accepts the same.
- 1.3 For circumstances in accordance with clause 1.1 where by virtue of the Earlier Agreements the assignment to the Assignee was indirect from First Assignor to the Second Assignor and subsequently to the Assignee, in consideration of the sum of US\$1 (one US dollar) paid by the Second Assignor to the First Assignor, receipt of which is hereby acknowledged, the First Assignor confirms the assignment of its right title and interest in the Invention and the Application to the Second Assignor, and the Second Assignor confirms its acceptance of the same, and both the First Assignor and the Second Assignor acknowledge that where this applies the Second Assignor subsequently assigned the same to the Assignee.
- 1.4 In accordance with the Existing Agreements, the effective date of the assignments referred to in this clause 1 shall be the date of invention, with the proviso that where assignment is via the Second Assignor, then the effective date of the assignment from the Second Assignor to the Assignee shall be the later of the date of invention and 31 December 2013.
- 1.5 The right title and interest in the Invention and the Application, which are transferred by this Assignment directly or indirectly to the Assignee, include without limitation:
  - (a) the right to apply for and obtain patents in respect of the Invention in any country in the world;
  - (b) the right title and interest in the Application and all patent applications, patents and supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the same or otherwise relate to the Invention, including without limitation any divisions, continuations, continuations-in-part, reissues, re-examination certificates, post-grant reviews, inter partes reviews, supplemental examinations, extensions, renewals and registrations in relation to any thereof and all and any other rights in the inventions comprised in any of the same (hereinafter collectively and severally "the Patent Rights");
  - (c) the benefit of all priority dates;
  - (d) the right to seek and to obtain registrations in any country in the world in respect of any patent deriving from the Application or otherwise included in the Patent Rights;
  - (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the Patent Rights or of the rights conferred by the publication of any of the same.

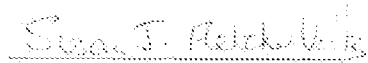
- 1.6 The Parties agree to execute all such documents as may be required to ensure the vesting in the Assignee of all the First Assignor's and the Second Assignor's rights and interests in the Invention, Application and Patent Rights, all at the expense of the Assignee.
- 1.7 This Assignment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.
- 1.8 In the event of any conflict between any clause in this Assignment and any clause in the Existing Agreements, the Existing Agreements shall prevail.
- 1.9 This Assignment shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute relating to this Assignment.

SIGNATURES

Signed on behalf of  
Element Six Limited of  
Oxfordshire, UK

Signature:   
Name: John Andrew KILSHAW  
Position: Director  
Date: 28.9.15

Signed on behalf of  
Element Six Limited  
Isle of Man

Signature:   
Name: Susan Jane FLETCHER WATTS  
Position: Authorised Signatory  
Date: 28 September 2015

Signed on behalf of  
Element Six Technologies Limited  
Oxfordshire, UK

Signature: \_\_\_\_\_  
Name: Christopher PILGRIM  
Position: Director  
Date: \_\_\_\_\_

- 1.6 The Parties agree to execute all such documents as may be required to ensure the vesting in the Assignee of all the First Assignor's and the Second Assignor's rights and interests in the Invention, Application and Patent Rights, all at the expense of the Assignee.
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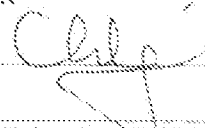
Signed on behalf of  
Element Six Limited of  
Oxfordshire, UK

Signature: \_\_\_\_\_  
Name: John Andrew KILSHAW  
Position: Director  
Date: \_\_\_\_\_

Signed on behalf of  
Element Six Limited  
Isle of Man

Signature: \_\_\_\_\_  
Name: Susan Jane FLETCHER WATTS  
Position: Authorised Signatory  
Date: \_\_\_\_\_

Signed on behalf of  
Element Six Technologies Limited  
Oxfordshire, UK

Signature:  \_\_\_\_\_  
Name: Christopher PIERGRIM  
Position: Director  
Date: \_\_\_\_\_