

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3748901

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
RADOM CORPORATION	12/23/2015
RECEIVING PARTY DATA	
Name:	THERMO FISHER SCIENTIFIC (BREMEN) GMBH
Street Address:	HANNA-KUNATH-STRASSE 11
City:	BREMEN
State/Country:	GERMANY
Postal Code:	0-28199
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	61779557
PCT Number:	US2014024306
PCT Number:	US2014024312
Application Number:	61983715
Application Number:	14693180
CORRESPONDENCE DATA	
Fax Number:	(414)225-9753
<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:	414.225.9755
Email:	docketing@boylefred.com
Correspondent Name:	BOYLE FREDRICKSON S.C.
Address Line 1:	840 NORTH PLANKINTON AVENUE
Address Line 4:	MILWAUKEE, WISCONSIN 53203
ATTORNEY DOCKET NUMBER:	2706.005
NAME OF SUBMITTER:	2706.005
SIGNATURE:	/Keith M. Baxter/
DATE SIGNED:	02/22/2016
Total Attachments: 5 source=00937051#page1.tif	

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LICENSE AGREEMENT

This Agreement (the "Agreement") is effective as of 18th day of December, 2015 (the "Effective Date") by and between Radom Corporation, a company incorporated in the state of Wisconsin having a place of business at 10521 W. Forest Home Avenue, Suite 103, Hales Corners, WI 53130, USA, ("Radom") and Thermo Fisher Scientific (Bremen) GmbH, a German limited liability company having a place of business at Hanna-Kunath-Strasse 11, Bremen, D-28199 Germany ("Thermo Fisher"). Radom and Thermo Fisher are sometimes collectively referred to as the "Parties" and singularly as a "Party". The Parties hereby agree as follows:

RECITALS:

WHEREAS, Radom has developed certain technology and is the owner of certain intellectual property rights regarding Microwave Induced Plasma Sources, including the Patents and the Know-how, and desires to have such technology further developed and marketed by granting a license hereunder;

WHEREAS, Thermo Fisher has experience in the field of inductively coupled plasma optical spectroscopy, as well as manufacturing, sales and marketing, and wishes to acquire rights under the Patents and to use the Know-how for the commercialization of Licensed Products;

WHEREAS, Radom and Thermo Fisher entered into a Technology Evaluation Agreement on November 20th, 2013, to perform and participate in a technical evaluation of a prototype Microwave Induced Plasma Source prototype product developed by Radom and to evaluate their interest in participating in a possible future business relationship;

WHEREAS, the Parties desire that Thermo Fisher obtain a license from Radom to utilize and commercialize Radom's technology related to Microwave Induced Plasma Sources;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Radom and Thermo Fisher agree as follows:

1. Definitions

"Affiliate" in relation to a Party shall mean any corporation or other business entity controlled by, controlling, or under common control with that Party. For this purpose, "control" means direct or indirect beneficial ownership of at least fifty percent (50%) of the voting stock in the case of a corporation, or of the right to receive distributable net income in the case of any other business entity.

"Confidential Information" shall mean all information, whether written or oral, disclosed by one Party or its Affiliates to the other Party or its Affiliates, including but not limited to business and financial information, product and research information, trade secrets, patents, formulae, compounds, code, software, compilations, programs, devices, methods, techniques, processes or customer information.

"Diligent and Reasonable Efforts" shall mean exerting such efforts and employing such resources as would normally be exerted or employed by a reasonable third-party company for a product of

similar market potential at a similar stage of its product life, when utilizing sound and reasonable scientific and business practice and judgment in order to develop the product in a timely manner and maximize the economic return to the Parties from its commercialization.

"Field" shall mean benchtop optical emission spectroscopy, which specifically excludes: (1) all field-deployable (portable) spectroscopy instrumentation, which is instrumentation consisting of one or more modules each of which is designed to be easily carried by hand and is designed to be connected and disconnected by the user (reference International Electrotechnical Commission IEC, IEC ref 312-02-18); and (2) all mass spectrometry instrumentation.

"Joint Inventions" shall mean any inventions arising from the conception of, reduction to practice of or development of, or any modification of any Licensed Product that accrue from the activities of both Thermo Fisher's and Radom's employees or contractors or the employees or contractors of both Thermo Fisher's and Radom's Affiliates or which are assignable both to Thermo Fisher and Radom or to Thermo Fisher's Affiliates and Radom's Affiliates.

"Know-how" means Radom's and its Affiliates' proprietary, technical information related to the technology of Microwave Induced Plasma Sources which is owned or controlled by Radom at the Effective Date and thereafter and which includes without limitation information described in Exhibit A attached hereto entitled "Technical Information", and further includes information directly relating to inventions claimed in the Patents, trade secrets, know-how, techniques, data, technical information, specifications and procedures, whether currently or in the future owned by, licensable by, or assignable to Radom.

"Licensed Product(s)" shall mean any product that cannot be developed, manufactured, used or sold within the Field without using some portion of the Know-how or Inventions claimed in the Patents.

"Number of Units" shall mean the total number of Licensed Products invoiced by Thermo Fisher or Thermo Fisher's sub-licensees throughout the world within a calendar year, less any rejects, returns, and product recalls.

"Patents" shall mean any and all of the patents and patent applications referred to in Schedule 1, and any patents and patent applications created to protect Joint Inventions, including any continuations, continuations in part, extensions, reissues, divisions, and any patents and patent applications that derive priority from the foregoing.

"Radom Improvement(s)" shall mean any inventions arising from the conception of, reduction to practice of or development of, any modification of any Licensed Product that accrue from the activities of Radom's employees or Radom's Affiliates or which are assignable to Radom or Radom's Affiliates, not including Joint Inventions.

"Reference Price" shall mean a reference price known as REFE which is determined by Thermo Fisher at the beginning of each calendar year and which is communicated to its sales force worldwide, the REFE being representative of the average end user price to be obtained for the Licensed Product, being the instrument alone, after all discounts have been applied, wherever in the world they are to be sold in that calendar year. There shall be a single Reference Price for each model of Licensed Product, whether sold by Thermo Fisher or Thermo Fisher's sub-licensees.

"Required Technology" means Know-how and inventions claimed in the Patents which is owned or controlled by Radom at the Effective Date or in the future and which is required to enable working regulatory-compliant production units of the Licensed Products to be manufactured on a routine basis. This includes but is not limited to technology described in patent applications WO 2014/159588 and WO 2014/159590 assigned to Radom, and may further include Power Monitor technology or other technology if stable, repeatable analysis of a wide variety of sample types cannot be performed without this technology. Radom Improvements may also form Required Technology at Thermo Fisher's discretion. Required Technology may comprise intellectual property capable of being protected by registered or unregistered intellectual property rights.

"Royalty Payment Term" shall mean the time period during which patent applications are pending, or have been granted and are in force in at least one of the following territories:

- (a) USA;
- (b) Europe (EP or national applications within Europe);
- (c) China;

and which contain at least one Valid Claim utilized by the Licensed Products.

"Sold". For purposes of calculating and paying royalties, Licensed Products shall be deemed "sold" when payment is received by Thermo Fisher or Thermo Fisher's sub-licensees pursuant to the relevant invoice.

"Territory" shall mean the world.

"Thermo Fisher Improvement(s)" shall mean any inventions arising from the conception of, reduction to practice of or development of, or any modification of any Licensed Product that accrue from the activities of Thermo Fisher's employees or Thermo Fisher's Affiliates, or which are assignable to Thermo Fisher or Thermo Fisher's Affiliates, not including Joint Inventions.

"Valid Claim" shall mean a claim of a patent, or a patent application where the application is less than 5 years old, that has not expired or been held invalid or unenforceable by a court of competent jurisdiction in a final and non-appealable judgment.

2. Grant of rights

2.1 *Licenses.* Subject to the provisions of this Agreement, Radom hereby grants to Thermo Fisher:

- (a) an exclusive license under the Patents, in the Field, and in the Territory, with the right to sub-license, to develop, manufacture, have manufactured, market, use, sell and support Licensed Products; and
- (b) an exclusive license to use the Know-how, in the Field, and in the Territory, with the right to sub-license, to develop, manufacture, have manufactured, market, use, sell and support Licensed Products; and
- (c) an exclusive license to use all Required Technology, in the Field, and in the Territory, with the right to sub-license, to develop, manufacture, have manufactured, market, use, sell and support Licensed Products.

Schedule 1

The Patents

1. US Provisional Patent Application 61/779557, titled Plasma Generator Using Dielectric Resonator.
2. PCT/US2014/024306, titled Plasma Generator Using Dielectric Resonator.
3. WO 2014/159588, titled Plasma Generator Using Dielectric Resonator.
4. PCT/US2014/024312, titled Microwave Plasma Spectrometer Using Dielectric Resonator.
5. WO 2014/159590, titled Microwave Plasma Spectrometer Using Dielectric Resonator.
6. US Provisional Patent Application 61/985715, titled Compact High Power RF Directional Coupler and Power Meter.
7. US Non Provisional Patent Application 14/693180, titled Compact Radiofrequency Power Meter.

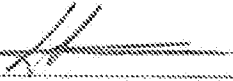
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Final

Confidential

IN WITNESS WHEREOF, Radom and Thermo Fisher have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

RADOM CORPORATION


By: 

Name: Ashek Monson

Title: CEO

Dated: 12/23/2015

Thermo Fisher (Bremen) GmbH

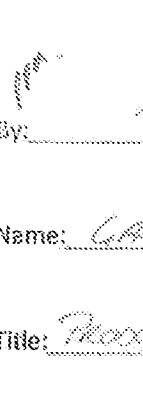
By: 

Name: ERNST SCHROEDER

Title: VP IOMS & T&A

Dated: 18/12/2015

Thermo Fisher (Bremen) GmbH

By: 

Name: GARETH W. JONES

Title: Product Director - TRA

Dated: 18/12/15