

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

EPAS ID: PAT4673851

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FUSION GROUP LIMITED	12/06/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CONTROL POINT LLP
<b>Street Address:</b>	FUSION HOUSE, SMECKLEY WOOD CLOSE
<b>Internal Address:</b>	CHESTERFIELD TRADING ESTATE
<b>City:</b>	CHESTERFIELD, DERBYSHIRE
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	S41 9PZ
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15803329
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(972)516-0608
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<b>ATTORNEY DOCKET NUMBER:</b>	AATC-ARBAMB29144AUS
<b>NAME OF SUBMITTER:</b>	SALLY ANN SMITH
<b>SIGNATURE:</b>	/Sally Ann Smith/
<b>DATE SIGNED:</b>	11/03/2017
<b>Total Attachments: 3</b>	
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**THIS ASSIGNMENT** is made the 6th day of December 2012

**BETWEEN:**

(1) **Fusion Group Limited** company number 03563691 whose registered office is at Smeckley Wood Close, Chesterfield Trading Estate, Chesterfield Derbyshire S41 9PZ ('the Applicant'); and

(2) **Control Point LLP** company number OC379350 whose registered office is at Fusion House, Smeckley Wood Close, Chesterfield Trading Estate, Chesterfield, Derbyshire S41 9PZ ('the Assignee').

The Applicant is the applicant for the Patent (as defined below) and is willing to assign the Patent Application (as defined below) to the Assignee such that the Assignee should be substituted as applicant in its place subject to the provisions of this Assignment.

**IT IS AGREED** as follows:

### **1, Definitions**

The following terms shall have the following meanings:

'**Invention**' the invention claimed in the Patent;

'**Patent**' the prospective patent for which British and international application has been made;

'**Patent Application**' International patent application number PCT/GB2012/000681 and GB Patent Application 1114626.3 the short title of which is 'fusion bead testing device and method of testing a fusion bead'

### **2 Assignment**

In consideration of the sum of £1.00 now paid by the Assignee to the Applicant (receipt of which the Applicant hereby acknowledges) the Applicant with full title guarantee assigns and transfers to the Assignee absolutely

2.1 all right title and interest in the Patent Application

2.2 together with statutory and common law rights and the right to sue for damages and other remedies in respect of any infringement of such rights prior to the first date mentioned above and to retain any damages obtained as a result of such action

2.3 together with the right to apply to prosecute and obtain any further applications for Patents or similar protection or claim priority from the Patent Application throughout the world in the intent that the resulting grant of any registered Patent shall be in the name of and vested to the Assignee.

### **3 Applicant's obligations**

The Applicant agrees with the Assignee as follows:

3.1 The Applicant shall execute such documents and give such assistance as the Assignee may require:

3.1.1 to secure the vesting in the Assignee of all rights in the Patent Application;

3.1.2 to uphold the Assignee's rights in the Patent Application;

**PATENT**

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3.1.3 to defeat any challenge to the validity of, and resolve any questions concerning, the Patent Application;

3.1.4 to apply for other patents or other similar protection for the Invention and any improvements of it in the United Kingdom or other parts of the world; and

3.1.5 to do all that is necessary to vest such protection in the Assignee absolutely.

3.2 the Applicant shall:

3.2.1 inform the Assignee of all technical information concerning the Invention known to the Applicant at the date of this Assignment;

3.2.2 supply the Assignee with any documents, drawings and technical information relevant to the Invention; and

### **3.3 Improvements**

If during the continuation of this Assignment the Applicant shall develop or discover any improvements to the Invention and such improvements are within the scope of any claim of the Patent the Applicant:

3.3.1 shall disclose to the Assignee full details of the improvement; and

3.3.2 at the request of the Assignee shall grant to the Assignee a royalty-free licence to make use of it

### **4 Applicant's warranties and indemnity**

The Applicant warrants, represents and undertakes that:

4.1 immediately prior to the assignment provided for in Clause 1 above, it was the sole owner of all right, title and interest in the Patent Application

4.2 it is the sole applicant of the Patent Application and has full power to enter into this Assignment;

4.3 the Patent Application is still subsisting;

4.4 it has not been and is not currently a party to any agreement or understanding, whether oral or written, that would in any manner be inconsistent with the assignment or rights provided for in this Assignment and has not granted any licences to use the Invention within the United Kingdom nor suffered the Patent Application to be the subject of any charge mortgage or other encumbrance

4.5 it has not done or omitted to do and is not aware of any act that will prevent the Patent from being granted;

4.6 subsequent to the execution of this Assignment it shall not enter into any agreement or understanding, oral or written, nor engage in any activity, which would in any manner be inconsistent with the provisions of this Assignment;

4.7 it will keep the Assignee fully indemnified against all actions claims proceedings costs and damages (including any damages or compensation paid by the Assignee on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of

any breach of the above warranties or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.

4.8 that the Applicant has neither entered into any agreement nor appointed any registered user of the Patent Application nor given any other person any permission to use the Patent Application

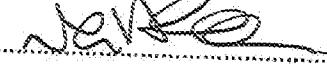
4.9 that the Assignor is unaware of any infringement of the Patent Application

**5. Proper law and jurisdiction**

The validity, construction and performance of this Assignment shall be governed by English law, and the Applicant and the Assignee submit to the [exclusive] jurisdiction of the courts of England and Wales in respect of any dispute arising in connection therewith.

**6. Third parties**

This Assignment does not create any right enforceable by any person not a party to it.

Signed for and on behalf of Fusion Group Limited ..... 

Print name NEIL GREEN

Title FINANCE DIRECTOR

Signed for and on behalf of ControlPoint LLP ..... 

Print name NICK MARK

Title General Manager