

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4625293

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARK GREGORY MUNDAY	05/18/2015
RECEIVING PARTY DATA	
Name:	ELEMENT SIX (UK) LIMITED
Street Address:	GLOBAL INNOVATION CENTRE, FERMI AVENUE, HARWELL OXFORD,
City:	DIDCOT
State/Country:	UNITED KINGDOM
Postal Code:	OX11 0QR
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15561362
CORRESPONDENCE DATA	
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<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>	
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Correspondent Name:	ELEMENT SIX GROUP INTELLECTUAL PROPERTY
Address Line 1:	G.I.C., FERMI AVENUE, HARWELL CAMPUS,
Address Line 4:	DIDCOT, UNITED KINGDOM OX11 0QR
ATTORNEY DOCKET NUMBER:	PF1329-USW-0
NAME OF SUBMITTER:	DEBORAH BRADLEY
SIGNATURE:	/D.BRADLEY/
DATE SIGNED:	10/04/2017
Total Attachments: 2	
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ASSIGNMENT

PARTIES:

- (1) Mark Gregory MUNDAY, of Element Six Global Innovation Centre, Fermi Avenue, Harwell Campus, Didcot, Oxfordshire, OX11 0QR, United Kingdom ("the INVENTOR"); and
- (2) ELEMENT SIX (UK) LIMITED, a company registered in England & Wales under company number 01050961 having a registered address at Global Innovation Centre, Fermi Avenue, Harwell Oxford, Didcot, Oxfordshire, OX11 0QR, United Kingdom ("the ASSIGNEE"),

each a "PARTY" and together the "PARTIES".

WHEREAS:

- A. The INVENTOR is an inventor of the invention ("the INVENTION") which is the subject of the following patent application(s) (hereinafter collectively and severally "the APPLICATION"):

Country	Application No. and Application Date	Inventors	Title	References
GB	1505139.4 filed on 26 Mar 2015	Mark Gregory MUNDAY and Matthew Lee MARKHAM	Highly Fluorescent Diamond Particles and Methods of Fabricating the Same	PF1329-GB-0

- B. The INVENTOR's contribution to the INVENTION was made by the INVENTOR during the normal course of the INVENTOR's duties as an employee of the ASSIGNEE, or under a fiduciary duty as a director of the ASSIGNEE, or pursuant to a commission by or other contract with the ASSIGNEE, and in circumstances such that, as between the INVENTOR and the ASSIGNEE, all the INVENTOR's rights in the INVENTION (including the APPLICATION) has at all relevant times been taken to belong to the ASSIGNEE, or the ASSIGNEE has been beneficially entitled to the same.
- C. For the avoidance of doubt and so as to confirm the ASSIGNEE's legal title to the same, the PARTIES have agreed to execute this Assignment for the purpose of ensuring that all the INVENTOR's rights in the INVENTION (including the APPLICATION and all other intellectual property rights) are vested in the ASSIGNEE.

IT IS AGREED THAT:

In consideration of the sum of US\$1 (one US dollar) paid by the ASSIGNEE to the INVENTOR, receipt of which is hereby acknowledged:

- 1.1 The INVENTOR confirms the assignment, and as necessary assigns, to the ASSIGNEE, effective as of the date of the INVENTION ("the EFFECTIVE DATE"), and the ASSIGNEE confirms its acceptance of, and as necessary accepts, from the EFFECTIVE DATE, all the INVENTOR's property, right, title, and interest in and to the INVENTION and the APPLICATION for all relevant states including 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 divisionals, 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.

- 1.2 The PARTIES authorise and request their professional representative before any national or regional patent office to insert an appendix signed and dated by the professional representative detailing the filing date and application number of any patent application, patent and/or supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the Application where needed for effective recordal of any such patent application or patent at any national or regional patent office.
- 1.3 The INVENTOR agrees to execute all such documents as may be required to ensure the vesting in the ASSIGNEE of the PATENT RIGHTS, all at the expense of the ASSIGNEE.
- 1.4 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.

Signed by the INVENTOR

Signature: 

Name: Mark Gregory MUNDAY

Date: 15/5/15

Signed on behalf of the ASSIGNEE:

Element Six (UK) Limited,
Oxfordshire, UK

Company name: _____

Signature: 

Name: Susan Jane FLETCHER WATTS

Position: Authorised Signatory

Date: 18 May 2015