

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7473029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
MASS SPECTROMETRY CONSULTING LTD.			12/20/2018
RECEIVING PARTY DATA			
Name:	MICROMASS UK LIMITED		
Street Address:	STAMFORD AVENUE		
Internal Address:	ALTRINCHAM ROAD		
City:	WILMSLOW		
State/Country:	UNITED KINGDOM		
Postal Code:	SK9 4AX		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	17586421		
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
<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:	(617) 570-1000		
Email:	us-patentbos@goodwinlaw.com, MBotnaru@goodwinlaw.com		
Correspondent Name:	GOODWIN PROCTER LLP		
Address Line 1:	100 NORTHERN AVENUE		
Address Line 2:	IP DOCKETING DEPT./7TH FL.		
Address Line 4:	BOSTON, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	WAC-293USC1		
NAME OF SUBMITTER:	MARIANA BOTNARU		
SIGNATURE:	/Mariana Botnaru/		
DATE SIGNED:	08/08/2022		
Total Attachments: 4			
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ASSIGNMENT OF INTELLECTUAL PROPERTY # 2 - MSC IP

THIS ASSIGNMENT is made the 20 day of December 2018

BETWEEN

- (1) **MICROMASS UK LIMITED**, a company established in England under registration number 03162904, whose registered office is at Waters Wilmslow, Stamford Avenue, Altrincham Road, Wilmslow, Cheshire, SK9 4AX, United Kingdom ("Waters"); and
- (2) **MASS SPECTROMETRY CONSULTING LTD (with the registered name MSC-CG D.O.O)**, a company established in Montenegro under registration number 5-0336070/001 whose principal place of business is at 85000, Bulevar JNA, A5, City of Bar, Montenegro ("MSC").

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

BACKGROUND:

MSC owns the MSC IP (as defined below) and pursuant to and for the consideration set out below, MSC has agreed to assign the MSC IP to Waters on the terms and subject to the conditions set forth in this Assignment.

IT IS AGREED that:

1. DEFINITIONS

The definitions and rules of expression and interpretation in the Statement of Work Number 1 shall apply in this Assignment except where expressly stated to the contrary and in this Assignment the following expressions shall have the following meanings:

"**Encumbrance**" means any option, right to acquire, mortgage, charge, pledge, lien or other form of security or encumbrance or third party right of any kind and/or any agreement to create any of the foregoing;

"**MSC IP**" means the MSC Patents, together with all other Intellectual Property Rights developed by or on behalf of MSC which relate to the inventions which are the subject matter of the MSC Patents (including, without limitation, all rights to any associated know-how or other technical information, software and/or designs);

"**MSC Patents**" means the patents and patent applications, short particulars of which are set out in the attached Schedule, together with: (a) any patents applications which derive priority from any of the above or their priority filings; (b) any patents granted pursuant to any of the patent applications referred to above; (c) all divisionals, reissues, continuations and/or extensions which are based on any of the patents or patent applications referred to above; and

2. ASSIGNMENT

- 2.1 In consideration of the sum of [REDACTED] MSC hereby assigns to Waters all right, title and interest in, to and under the MSC IP free from all Encumbrances.
- 2.2 This Assignment includes all rights and benefits relating to the MSC IP including (without limitation) any right to bring any action and claim relief in respect of any infringement of the MSC IP and whether occurring before, on, or after the date of this Assignment.
- 2.3 MSC shall, at the request and expense of Waters, provide all reasonable assistance to Waters, in connection with the bringing or defending any proceedings in relation to the MSC IP.
- 2.4 MSC agrees, at the request and expense of Waters, to sign any documents and do all other things which Waters reasonably considers to be necessary to give effect to this Assignment as soon as reasonably practicable, including to enable Waters to fulfil all relevant national registry requirements for the recordal of the assignment of patents and/or patent applications comprised within the MSC IP at the relevant registries.
- 2.5 Subject to Clause 2.6, MSC agrees, at the request of Waters, to deliver to Waters all relevant equipment, software (including Source Code) and other materials in MSC's possession or control in which any of the MSC IP is embodied.
- 2.6 If any of the MSC IP is embodied in equipment, software or other materials that contains components which were purchased by MSC prior to the effective date of the Statement of Work Number 1, Waters shall reimburse MSC at reasonable rates for such components, to be agreed by the Parties.

3. WARRANTIES

- 3.1 MSC warrants that at the date of this Assignment:
- 3.1.1 it is the sole legal and beneficial owner of, and owns all right title and interest in, the MSC IP;
 - 3.1.2 it has not assigned, licensed, granted security over or granted any other rights to any third party over the MSC IP (or agreed to do any of the same);
 - 3.1.3 it has the right to enter into this Assignment and to assign the MSC IP on these terms; and
 - 3.1.4 the MSC IP represents all Intellectual Property Rights held by: (i) MSC; (ii) MSC's personnel; (iii) MSC Affiliates; and/or (iv) or Anatoly Verenchikov, in each case as related to the Services and/or this Statement of Work.

4. PAYMENT

- 4.1 [REDACTED]

4.2 Payment of the MSC IP Price shall be made by Waters to MSC by bank transfer to the bank account of MSC designated in that invoice.

4.3 Payment of the MSC IP Price is exclusive of sales, use, value added, goods and services, and all other similar taxes (but not including withholding tax), if any, imposed by any federal, state, or local governmental entity for any taxable supply provided under this Assignment.

5. GOVERNING LAW AND JURISDICTION

5.1 This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement, except that either Party may bring proceedings for an injunction in any jurisdiction.

AGREED by the Parties through their duly authorised representatives on the date written at the top of the first page of this Assignment:

SIGNED for and on behalf of MSC-
CG D.O.O:

Name

Anatoly
Verenchikov

Position

director of MSC-CG

Signature

20 Dec 2018

SIGNED for and on behalf of Micromass UK
Limited:

Name

B. Smith
Ben Smith

Position

Director

Signature

B. Smith

20 Dec 2018.

Schedule
MSC IP PATENTS

Country	Description	Filing Number / Application Number	Filing Date / Application Date	Status
GB	IMPROVED FIELDS FOR MULTI- REFLECTING TOF MS	GB1712619.4	6 August 2017	Application pending
WO	IMPROVED FIELDS FOR MULTI- REFLECTING TOF MS	PCT/GB2018/052101	26 July 2018	Application pending
GB	IMPROVED ION MIRROR FOR MULTI- REFLECTING MASS SPECTROMETERS	GB1712614.5	06 August 2017	Application pending
WO	IMPROVED ION MIRROR FOR MULTI- REFLECTING MASS SPECTROMETERS	PCT/GB2018/052100	26 July 2018	Application pending
GB	IMPROVED ACCELERATOR FOR MULTI-PASS MASS SPECTROMETERS	GB1712613.7	06 August 2017	Application Pending
WO	IMPROVED ACCELERATOR FOR MULTI-PASS MASS SPECTROMETERS	PCT/GB2018/052105	26 July 2018	Application pending