

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QinetiQ Limited		07/16/2007	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Omni-ID Limited		
Street Address:	85 Buckingham Gate		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1E 6PD		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77137463	OMNI-ID	
CORRESPONDENCE DATA			
Fax Number:	(206)359-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Grace Han Stanton		
Address Line 1:	1201 Third Avenue		
Address Line 2:	Suite 4800		
Address Line 4:	Seattle, WAKE ISLAND 98101		
ATTORNEY DOCKET NUMBER:	65733-4000.0002.US001		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

CH \$40.00 77137463

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Grace Han Stanton

Signature:

/Grace Han Stanton/

Date:

12/21/2007

Total Attachments: 5

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QinetiQ

DATED 16 July 2007

QINETIQ LIMITED

and

OMNI-ID LIMITED

ASSIGNMENT OF INTELLECTUAL PROPERTY

QinetiQ
Cody Technology Park
Farnborough, GU14 0LX
www.QinetiQ.com

Email: EOXToby@QINETIQ.COM
Telephone: +44 (0)125239 2737
Fax: +44 (0)125239 3441

TRADEMARK

REEL: 003684 FRAME: 0145

THIS ASSIGNMENT

dated *16 July* 2007 is made

BETWEEN:-

PARTIES

- (1) QINETIQ LIMITED (a company incorporated in England No. 3796233), whose registered office is at whose registered office is at 85 Buckingham Gate, London, SW1E 6PD. ("QINETIQ"); and
- (2) OMNI-ID LIMITED (a company incorporated in England No. 6163600), whose registered office is at 85 Buckingham Gate, London, SW1E 6PD ("OMNI").

INTERPRETATION

1.1 In this Assignment the following terms shall have the following meanings:

"Active"	tags which include an internal power source;
"Assigned Patents"	the patents and patent applications listed in the Schedule 1;
"Assigned Trade Mark"	the trade mark listed in Schedule 3;
"Business Day"	means any day other than Saturday or Sunday or a bank or public holiday in England;
"Commencement Date"	the date of this Assignment;
"Domain Names"	the domain names listed in Schedule 4;
"Exclusive"	in respect of a right granted to QINETIQ under Clause 4, OMNI will not itself exercise that right and will not authorise other persons to exercise that right;
"Field of Use"	the use of Active and Passive tags for RFID Applications;
"Grant Back IP Licence"	the licence dated 1 July 2001 and granted by QINETIQ to the United Kingdom Secretary of State for Defence;
"Know How"	the technical and other information, QINETIQ is free to disclose, relating to the methods for use of the decoupler and the decoupler in the Field of Use and fully particularised in Schedule 2;
"Licence"	the rights and licence granted by OMNI to QINETIQ under Clause 4;
"Non-Exclusive"	in respect of a right granted to QINETIQ under Clause 4, OMNI may itself exercise that right and may authorise and assist others

	to exercise that right;
“Passive”	all tags other than Active;
“RFID or (“radio frequency identification”) Applications”	the use of radio frequency transponder tags attached to objects for purposes of identification and/or tracking;
“Supply”	means give, sell, lend, let out on hire, lease or otherwise dispose of; and
“Territory”	world wide.

- 1.2 In this Assignment references to (i) any gender includes any other gender; (ii) the singular includes the plural and vice versa; (iii) persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality); (iv) a Party includes, where appropriate, persons deriving title under it; (v) Clauses and Schedule are to the clauses of and the schedule to this Assignment;
- 1.3 The Schedules form part of this Assignment and the expression “this Assignment” includes the Schedules;
- 1.4 In this Assignment references to any (i) statute or statutory provision shall, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced; and (ii) document (including this Assignment) or a provision thereof shall be construed as a reference to that document or provision as from time to time supplemented, varied or replaced;
- 1.5 In this Assignment the eiusdem generis rule shall not apply, so that general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things; and
- 1.6 The headings in this Assignment are for convenience only and shall not affect the interpretation of this Assignment.

2. ASSIGNMENT

- 2.1 QINETIQ assigns to OMNI subject to Clause 2.3 with full title guarantee:-
 - 2.1.1 the Assigned Patents and Assigned Trade Mark and their full and exclusive benefit; and
 - 2.1.2 the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any of the Assigned Patents and Assigned Trade Mark whether committed before or after the date of this Assignment.
- 2.2 QINETIQ assigns to OMNI its right in respect to the Know How and the Domain Names.
- 2.3 Nothing in this Assignment shall prevent:
 - 2.3.1 QINETIQ or the United Kingdom Secretary of State for Defence from exercising rights sufficient to fulfil the obligations and rights under the Grant Back IP Licence or under the

SCHEDULE 3

(Trade Mark)

Office Ref.	Priority Date	Title	CLASS	Country Applications	Country Registered
T2149	08/08/2006 12/03/2007	Omni-ID	09, 16, 40	GB 2429288 US 77/137463	None

SCHEDULE 4


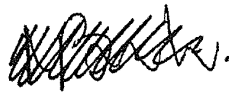
(Domain Names)

OMNI-ID.BIZ
OMNI-ID.CO.UK
OMNI-ID.COM
OMNI-ID.EU
OMNI-ID.INFO
OMNI-ID.NET
OMNI-ID.ORG
OMNIID.BIZ
OMNIID.CO.UK
OMNIID.COM
OMNIID.EU
OMNIID.INFO
OMNIID.NET
OMNIID.ORG

QinetiQ

EXECUTED AS A DEED by
QINETIO LIMITED acting by:-

Director



Director/Secretary



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EXECUTED AS A DEED by
OMNI-ID Limited acting by:-

Director



Director/Secretary

