

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555707

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the first page of the cover sheet which identifies the Receiving Party as United Kingdom Corporation previously recorded on Reel 003401 Frame 0695. Assignor(s) hereby confirms the assignment of the entire interest and goodwill.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manchester Innovation Limited		07/21/2005	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Nanoco Technologies Limited		
Street Address:	The Fairbairn Building		
Internal Address:	PO Box 88		
City:	Manchester		
State/Country:	UNITED KINGDOM		
Postal Code:	M60 1QD		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78184201	NANOCO	
CORRESPONDENCE DATA			
Fax Number:	7132286605		
<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:	7136328628		
Email:	mjesani@blankrome.com		
Correspondent Name:	Munira Jesani		
Address Line 1:	717 Texas Avenue		
Address Line 2:	Suite 1400		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Munira Jesani		
SIGNATURE:	/Munira Jesani/		
DATE SIGNED:	01/02/2020		
Total Attachments: 18 source=Original Cover Sheet#page1.tif			

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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
Manchester Innovation Limited		07/21/2005	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Nanoco Technologies Limited
Street Address:	The Fairbairn Building
Internal Address:	PO Box 88
City:	Manchester
State/Country:	UNITED KINGDOM
Postal Code:	M60 1QD
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78184201	NANOCO

CORRESPONDENCE DATA

Fax Number: (317)637-7561
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (317) 634-3456
 Email: sstevens@uspatent.com
 Correspondent Name: Scott J. Stevens
 Address Line 1: 111 Monument Circle
 Address Line 2: Suite 3700
 Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	7371-4
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DOMESTIC REPRESENTATIVE

Name: Scott J. Stevens

OP \$40.00 78184201

Address Line 1: 111 Monument Circle
Address Line 2: Suite 3700
Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:	Scott J. Stevens
Signature:	/Scott J. Stevens/
Date:	10/03/2006

Total Attachments: 16

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THE UNIVERSITY OF MANCHESTER (1)

MANCHESTER INNOVATION LIMITED (2)

THE UNIVERSITY OF MANCHESTER INTELLECTUAL PROPERTY LTD (3)

and

NANOCO TECHNOLOGIES LIMITED (4)

ASSIGNMENT AGREEMENT

relating to

Certain Intellectual Property Rights

21st July**BETWEEN:**

(1) **THE UNIVERSITY OF MANCHESTER** of Oxford Road Manchester M13 9PL United Kingdom (hereinafter referred to as "the University")

(2) **MANCHESTER INNOVATION LIMITED** (Company Registration No: 01594344) whose registered office is at The Fairbairn Building, PO Box 88, Manchester, M60 1QD (hereinafter referred to as "MIL")

(3) **THE UNIVERSITY OF MANCHESTER INTELLECTUAL PROPERTY LIMITED** (Company Registration No: 05177409) whose registered office is at C/O UMIP, The Fairbairn Building, PO Box 88, Manchester, M60 1QD (hereinafter referred to as "UMIP")

AND

(4) **NANOCO TECHNOLOGIES LIMITED** (Company Registration No: 04206123) whose registered office is at The Fairbairn Building, PO Box 88, Manchester, M60 1QD (hereinafter referred to as "the Company")

WHEREAS:

- A The University (created by Royal Charter on 27th August 2004) took over all the assets and liabilities of the Victoria University of Manchester ("VUM") on 1st October 2004 pursuant to the University of Manchester Act 2004 ("Act"). Under the Act the University is automatically the successor in title to all the rights and obligations of the VUM including, without limitation, the legal and beneficial ownership of any and all registered patents and patent applications of, and intellectual property rights in research undertaken by, VUM. Therefore, the University is the proprietor of the Intellectual Property Rights (as defined below) save for the Trade Marks (as defined below) the rights in which vest in MIL and/or UMIP.
- B The Company has been established by the University and others in order (inter alia) to exploit intellectual property developed in the Field by the Research Group (both terms as defined below) within the University's Department of Chemistry.
- C The Company has requested that the University assigns the Intellectual Property Rights to the Company and the University has agreed to such request.
- D The parties hereto agree that the assignment to the Company of the Intellectual Property Rights shall be made upon the terms and subject to the conditions of this Assignment Agreement.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

1 DEFINITIONS

1.1 In this Assignment Agreement the following expressions (unless the context otherwise admits) shall have the meanings set out against them:

- 1.1.1 **“Assignment Agreement”** this assignment agreement;
- 1.1.2 **“Assignors”** the University and MIL and UMIP;
- 1.1.3 **“Collaboration Agreement”** the collaboration agreement entered into by the University and the Company on the same date as this Assignment Agreement;
- 1.1.4 **“Confidential Information”** the Know-How and all confidential and proprietary information subsisting in the Intellectual Property Rights;
- 1.1.5 **“Disclosure Letter”** the disclosure letter to this Assignment Agreement from the University to the Assignee of even date to this Assignment Agreement;
- 1.1.6 **“Disclosure Statement”** the disclosure statement made by the University in the Disclosure Letter relating to warranty number 3.1.2;
- 1.1.7 **“Domain Name”** the domain name www.nanoco.biz and any other domain names containing the word “nanoco” owned by the Assignors;
- 1.1.8 **“Effective Date”** the date of this Assignment Agreement;
- 1.1.9 **“the Equity”** fifty thousand (50,000) 7% preference shares in the Company each valued at the Effective Date with a value of one pound sterling (£1.00)
- 1.1.10 **“Exploitation Period”** the period of five (5) years commencing on the Effective Date;
- 1.1.11 **“Field”** the production and use of semiconducting nanocrystals (also known as quantum dots), including (without limitation) all research and development related to quantum dots, the design and synthesis of precursors, the syntheses of quantum dots and the development of any application that incorporates quantum dots;
- 1.1.12 **“Intellectual Property”** patents, know-how, confidential information,

copyright (including, without limitation, copyright in drawings, specifications, plans, designs and computer software), database rights, registered and unregistered trade marks, registered and unregistered design rights, domain names, rights in any invention, process or discovery and all and any other intellectual property rights (whether registered or not) subsisting anywhere in the world;

- 1.1.13 **“Intellectual Property Rights”** the Patents, the Confidential Information, the Trade Marks, the Domain Name and all other Intellectual Property created during, or arising from, the research within the Field by the Research Group up to and including the Effective Date;
- 1.1.14 **“Know-How”** the knowledge, technical information, inventions, experience, data, results and know-how relating to the Patents and/or otherwise created during or arising from the research in the Field by the Research Group;
- 1.1.15 **“Patents”** the patent registrations and patent applications set out in the First Schedule;
- 1.1.16 **“Pipeline Agreement”** the pipeline agreement entered into by the University and the Company on the same date as this Assignment Agreement and entitled “Pipeline Intellectual Property Agreement”;
- 1.1.17 **“Research Group”** Professor Paul O’Brien, Dr Nigel Picket and Mr Steven Daniels and all employees and students of the University who have from time to time conducted research in the Field under the supervision of such persons;
- 1.1.18 **“Trade Marks”** the UK registered trade mark “NANOCO”, trade mark registration number 2286258, and the US registered trade mark “NANOCO”, US trade mark application number 78-184201, and all and any other registered and unregistered trade marks owned from time to time by the Assignors and used from time to time in connection with the Field.

2 RIGHTS GRANTED

- 2.1 In consideration of the allotment by the Company to the Assignors of the Equity (valued at £50,000) plus VAT, the Assignors hereby assign from the Effective Date to the Company:-
- 2.1.1 all right, title and interest in and to the Intellectual Property Rights; and
- 2.1.2 all rights and powers arising or accrued from the Intellectual Property Rights, including (without limitation) the right to file patent applications throughout the world in connection with the inventions subsisting in the Intellectual Property Rights and the right to sue for damages and other remedies, and to have the benefit of any remedy obtained, in respect of any infringement of the Intellectual Property Rights before the Effective Date.
- 2.2 Any claim by the Company under or arising out of clause 2.1 shall be limited to:
- 2.2.1 the sum of five hundred thousand pounds (£500,000) in aggregate in respect of all such claims; and
- 2.2.2 the period of two (2) years from the date of this Agreement.
- 2.3 The Company hereby grants to the University a non-exclusive, royalty-free, irrevocable licence (with no right to sub-license) to use the Intellectual Property Rights for internal research and teaching purposes only.
- 2.4 The Company undertakes at the request of the Assignor to do all acts and execute all documents which may be necessary to allot the Equity to the Assignor or its nominee with effect from the Effective Date. Each party will bear its own reasonable expenses. The Company shall take or procure to be taken the following steps:
- 2.4.1 the authorising of the allotment of the Equity to the Assignor or its nominee;
- 2.4.2 the allotment and issue by the Company of the Equity to the Assignor or its nominee together with the delivery of share certificates duly executed by the Company in respect of the Equity and the writing up of the register of members of the Company to reflect such allotment.
- 2.5 The Assignors undertake at the request and expense of the Company to do all acts and execute all documents which may be necessary to confirm the title of the Company to the Intellectual Property Rights. For the avoidance of doubt the Company shall be responsible for the prosecution and maintenance of the Patents with effect from the Effective Date and shall be responsible for meeting all cost and expense associated with such prosecution and maintenance.
- 2.6 With effect from the Effective Date, the Company shall become responsible for any and all costs and expenses incurred in the prosecution or maintenance of any of the Intellectual Property Rights. For the avoidance of doubt, any and all costs reasonably incurred by the Assignors in transferring to the Company the responsibility for prosecution and/or maintenance of any application embodying any of the Intellectual

Property Rights, including but not limited to transferring such applications to a patent agent of the Company's choice, shall be paid by the Company.

- 2.7 The Company shall use its reasonable and practicable endeavours to exploit the Intellectual Property Rights commercially within the Exploitation Period. In the event that the Company is unable to demonstrate to the satisfaction of the University that it has used all reasonable and practicable endeavours to exploit the Intellectual Property Rights commercially by the expiry of the Exploitation Period, then the Company shall, should the University so request and subject to the provisions of clause 2.8, reassign the Intellectual Property Rights to the University on demand free of any lien, charge or encumbrance. It is agreed between the parties that, for the purposes of this Clause 2.7, should the Company have negotiated, or be in the process of negotiating, any of the commercial relationships set out in Clauses 2.7.1 to 2.7.5 inclusive by or on the expiry of the Exploitation Period then it shall be considered to satisfy its obligations under this Clause 2.7 and the University's right to request an assignment of the Intellectual Property Rights shall automatically terminate:
- 2.7.1 any joint development, collaboration and/or evaluation programme with a third party on commercial terms in an arms length transaction; or
 - 2.7.2 any licence agreement with a third party on commercial terms in an arms length transaction; or
 - 2.7.3 any commercial supply or sale agreement with a third party on commercial terms in an arms length transaction; or
 - 2.7.4 the Company is successfully sold for value to a third party; or
 - 2.7.5 the Company assigns the Intellectual Property Rights for value to a third party.
- 2.8 Should the Company be required to re-assign the Intellectual Property Rights to the University under the provisions of Clause 2.7, the University will on such re-assignment grant the Company a non-exclusive, irrevocable, perpetual, royalty-free licence (with the right to sub-license) to use the Intellectual Property Rights in the Field.
- 2.9 The Company will notify the University as soon as it has entered into any of the relationships listed in Clauses 2.7.1 to 2.7.5 inclusive and will provide evidence in the form of a copy invoice or other written notification. On receipt of such notification, the University will promptly acknowledge in writing to the Company that its rights to the re-assignment of the Intellectual Property Rights under Clause 2.7 have terminated.
- 2.10 For the avoidance of doubt, the Company shall be entitled, at its sole discretion, during the Exploitation Period and thereafter to enter into any agreement concerning the Intellectual Property Rights.
- 2.11 For the avoidance of doubt, the licence granted to the University in Clause 2.3 will continue indefinitely including, without limitation, in respect of any transfer in ownership of the Intellectual Property Rights due to the insolvency of the Company.

- 2.12 The Assignors hereby undertake to the Company that if they have not already done so they will immediately on execution of this Agreement instruct their solicitors to prepare for the joint benefit of the Assignors and the Company and at the cost of the Assignors a full and detailed report on title, including a report on the matters listed in the Second Schedule, with respect to the title of the Assignors to the Intellectual Property Rights, and that the Assignors will use their reasonable endeavours and will procure that the Assignors' solicitors use their reasonable endeavours to complete and deliver to the Assignors and the Company this report on title within 3 months of the date hereof. The report shall be addressed 'To whom it may concern.'

3 WARRANTIES

- 3.1 The Assignors hereby jointly and severally warrant to the Company, contracting for itself and for any successor in title to the Intellectual Property Rights, that at the Effective Date of this Assignment Agreement or, for the purposes of clause 3.1.3 in the case of the report on title prepared pursuant to clause 2.12, at the date of delivery of the report on title to the Company:
- 3.1.1 the Assignors are the sole legal and beneficial owners of the Intellectual Property Rights and no third party, including (without limitation) any employee, professor or student of the University, has any right, title or interest in such Intellectual Property Rights;
 - 3.1.2 the Assignors have not authorised or otherwise permitted, expressly or by implication, (a) any use whatsoever of the Intellectual Property Rights by a third party, or (b) the grant to any third party of any right or interest in respect of the Intellectual Property Rights or (c) any disclosure or publication that might impair the patentability of the patentable elements of the Intellectual Property Rights and/or the confidentiality of the Confidential Information;
 - 3.1.3 the Disclosure Statement and report on title prepared pursuant to clause 2.12 contain details of all use of the Intellectual Property Rights by a third party and details of all agreements entered into, and all publications made, in connection with the Intellectual Property Rights;
 - 3.1.4 none of the parties to the agreements listed in the Disclosure Statement and Second Schedule are in material or persistent breach of the terms of such agreements;
 - 3.1.5 all patent and trade mark agents' and professional fees incurred in connection with the Intellectual Property Rights by the Effective Date have been paid;
 - 3.1.6 there are no and there have not been any disputes, claims or proceedings threatened or in existence in any court or tribunal in respect of any of the Intellectual Property Rights.
- 3.2 The Company shall not be entitled to make a claim against the Assignors in respect of a breach of any the warranties set out in Clause 3.1 if, and only to the extent that, the circumstances giving rise to such breach of warranty have been fully, accurately and

fairly disclosed to the Company prior to the Effective Date in a disclosure letter from the University (acting through UMIP or otherwise) to the Company.

- 3.3 Subject to the provisions of Clause 3.2 and clause 3.4, the University shall indemnify the Company against any and all losses, claims, damages, expenses, liabilities and costs (including without limitation its reasonable legal costs) incurred by the Company arising directly or indirectly from or out of any act, matter, thing or circumstance constituting a breach by the Assignor of any of the warranties set out in Clause 3.1 ("Claim") provided that the Company shall make no admission of liability, agreement, settlement or compromise in relation to any Claim related to such warranties without the prior written consent of the University.
- 3.4 The Company shall:
- 3.4.1 as soon as reasonably practicable after any matter, event or claim which might give rise to a Claim comes to the notice of or is received by the Company give written notice to the University; and
- 3.4.2 give such information and access to the University and its professional advisers as the University may reasonably require in order to avoid dispute, resist, mitigate, settle, compromise, defend or appeal such Claim; and
- 3.4.3 use its reasonable commercial endeavours to mitigate any loss, claims, damages or costs which it may incur as a result of any Claim.
- 3.5 The University shall have no liability under Clause 3.3 to the extent that the relevant Claim arises from any breach of Clause 2 of this Assignment Agreement by the Company.
- 3.6 Any claim by the Company under or arising out of this Clause 3 shall be limited to:
- 3.6.1 the sum of five hundred thousand pounds sterling (£500,000) in aggregate in respect of all Claims which may arise under this clause;
- 3.6.2 the period of two (2) years from the date of this Agreement.

4 CONFIDENTIALITY

- 4.1 The Confidential Information shall, from the Effective Date, be the property of the Company and the University shall cease all use of such Confidential Information save as otherwise permitted by the Company in Clause 2.2 and this Clause 4 or in the Collaboration Agreement or Pipeline Agreement.
- 4.2 The University hereby agrees to keep, and procure to be kept, the Confidential Information secret and confidential and agrees:
- 4.2.1 not directly or indirectly to disclose, or permit to be disclosed, the Confidential Information to any third party for any reason whatsoever without the prior written consent of the disclosing party;

- 4.2.2 to use all reasonable and practicable endeavours to prevent and restrain the unauthorised disclosure and use of such Confidential Information; and
- 4.2.3 only to use the Confidential Information disclosed for the purpose of this Assignment Agreement and not to use it for any other purpose whatsoever.
- 4.3 The University shall only disclose Confidential Information to the members of the Research Group. The University will ensure that the members of the Research Group are each made aware of the University's obligation of confidence under this Assignment Agreement and are themselves bound by written obligations of confidence equivalent to those set out in this Clause 4 and will instruct them not to disclose the Confidential Information to any third party (including other scientists and researchers at the University not on the Research Group) and otherwise to treat the same as confidential. The University agrees to use all reasonable and practicable endeavours to procure that each member of the Research Group complies with the confidentiality obligations. The University will, if the Company so requests, prior to disclosing the Confidential Information to a member of the Research Group, require such person to enter into a deed of covenant with the Company in a form reasonably acceptable to the Company containing obligations equivalent to those set out in this Clause 4. The University will indemnify the Company and hold it harmless from and against any and all costs, losses, liabilities, expenses, claims and demands suffered or incurred by the Company directly or indirectly arising out of or in connection with any disclosure or use of such Confidential Information by a person to whom disclosure is made.
- 4.4 The obligations of confidence set out under Clauses 4.1 to 4.3 inclusive shall not apply to any Confidential Information that:
- 4.4.1 is or later becomes part of the public domain through no fault of the University;
- 4.4.2 is communicated to the University by an independent third party not under an obligation of confidence to the Company with respect to such Confidential Information;
- 4.4.3 is released from the obligation of confidentiality by written notice from an authorised signatory of the Company;
- 4.4.4 is required by law to be disclosed (including as part of any regulatory submission or approval process) and then only when prompt written notice of this requirement has been given to the Company so that it may, if so advised, seek appropriate relief to prevent such disclosure provided always that in such circumstances such disclosure shall be only to the extent so required and shall be subject to prior consultation between the parties with a view to agreeing timing and content of such disclosure;
- 4.4.5 is independently developed by the University save in respect of that Confidential Information subsisting in the Intellectual Property Rights.

- 4.5 The University shall procure that when any member of the Research Group desires to publish or otherwise disclose any Intellectual Property Rights in any way whatsoever, that such person seeks the prior written consent of the Company to such publication or disclosure (such consent not to be unreasonably withheld or delayed save in respect of any patentable matter or Confidential Information contained in such publication or disclosure). In order to obtain such consent, the University will procure that the individual concerned sends to the Company a completed manuscript of the proposed publication or disclosure in the form to be submitted for peer review or a full description of the unpublished results forming part of the relevant Intellectual Property to be presented or otherwise disclosed. On receipt of any proposed publication or description the Company will within forty-five (45) days review the same. If the Company refuses its consent to the disclosure presentation or publishing of the Intellectual Property Rights the individual concerned may not and the University shall procure that the individual concerned does not publish, present or otherwise disclose the Intellectual Property Rights. If approval for publication is received from the Company or no response at all is given within such forty-five (45) day period, then publication may proceed. If the Company gives written notice requesting delay of the proposed publication in order to protect the interests of the Company, the University will procure that the individual concerned will not submit the manuscript for publication or present or otherwise disclose the unpublished results in question until appropriate applications for protection have been filed in respect of the relevant invention. For the avoidance of doubt, no disclosure will be permitted which may in the reasonable opinion of the Company prejudice the confidentiality of any of the Confidential Information or the Know-How.
- 4.6 A member of the Research Group may submit for a degree of the University a thesis based on results comprising part of any Intellectual Property Rights or may submit such thesis for examination by examiners provided that the University notifies the Company of the same and:
- 4.6.1 at the Company's request the University will ensure that the thesis is examined only by examiners who are bound by written obligations of confidence in favour of the University and the Company; and
- 4.6.2 such thesis will be deposited in the University's library and at the request of the Company, the thesis shall be placed on a restricted basis in accordance with the relevant procedures of the University which will safeguard the confidential nature of unpublished results, and will not be made available to any third party without the prior consent of the Company, such consent not to be unreasonably withheld or delayed
- 4.7 Notwithstanding the provisions of Clause 4 above, the Company will be entitled to deal with and disclose any Intellectual Property Rights as the Company in its sole discretion sees fit.

5 ENTIRE AGREEMENT: WAIVERS: SEVERABLE CLAUSES

- 5.1 The terms and provisions contained herein between the parties constitute the entire agreement and shall supersede all previous communications, representations agreements or understandings either oral or written between the parties with respect to the subject matter of this Assignment Agreement. No agreement or understanding varying or amending or extending this Assignment Agreement shall be binding upon either party unless set forth in a written instrument specifically referring to this Assignment Agreement and signed by a duly authorised officer of all of the parties hereto. There are no warranties, terms and conditions of sale, covenants, terms or conditions with respect to the subject matter of this Assignment Agreement other than those which are expressly set forth herein.
- 5.2 No waiver of or forbearance a breach by either party of any covenant or condition obligation or understanding of this Assignment Agreement shall be deemed to constitute a waiver of that or any other breach of the same or any other covenant or condition or obligation or understanding.
- 5.3 Should any part or provision of this Assignment Agreement be prohibited or rendered void or unenforceable by any legislation to which it is subject the part or provision in question shall be so prohibited or rendered void or unenforceable to the extent to which it is thus prohibited or rendered void or unenforceable and no further and the validity or enforceability of any other part of this Assignment Agreement shall not thereby be affected.

6 ASSIGNMENT

- 6.1 The University shall not be entitled to assign any of its rights under this Assignment Agreement without the prior written consent of the Company, such consent not to be unreasonably withheld.
- 6.2 The Company shall not be entitled to assign any of its rights under this Assignment Agreement during the Exploitation Period without the prior written consent of the University, such consent not to be unreasonably withheld, save for any assignment in accordance with the provisions of Clauses 6.1.1 and 6.1.2 in which circumstances the University's consent will not be required:
- 6.2.1 an assignment to a member of the Company's group of companies provided that such company agrees to be bound by the terms and conditions of this Assignment Agreement; or
- 6.2.2 an assignment to a purchaser of the whole or part of the Company's assets provided that such purchase is for valuable consideration.
- 6.3 Following the expiry, or the earlier termination, of the Exploitation Period, the Company shall be entitled to assign the Intellectual Property Rights in whole or in part without the consent of the University.

7 LAW

- 7.1 This Assignment Agreement shall be governed and interpreted under the laws of England regardless of the place of execution or the place of performance and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

8 MISCELLANEOUS

- 8.1 The headings to the Clauses of this Assignment Agreement are for convenience only and shall be of no force or effect whatsoever in construing this Assignment Agreement
- 8.2 The singular shall where the context so admits include the plural and the masculine the feminine and vice-versa
- 8.3 All references to Clauses shall unless the context otherwise admits be deemed to be references to such within this Assignment Agreement
- 8.4 This Assignment Agreement shall not be construed as constituting a partnership nor the relationship of principal and agent between the parties hereto
- 8.5 Nothing in this Assignment Agreement is intended to confer on any person any right to enforce any term of this Assignment Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

9 NOTICES

- 9.1 All notices required or permitted to be given under the terms of this Assignment Agreement must be in writing and shall specifically refer to this Assignment Agreement and shall be given by hand or by posting the same postage prepaid by first class pre-paid recorded delivery post:
- 9.1.1 those to be sent to the University shall be addressed to UMIP and shall be sent to The Fairbairn Building, The University of Manchester, PO Box 88, Manchester M60 1QD United Kingdom marked for the attention of the Company Secretary;
- 9.1.2 those sent to the Company shall be addressed to Manchester Incubator Building Grafton Street Manchester M13 9XX United Kingdom and marked for the attention of the Company Secretary or such other address as the Company shall designate from time to time;
- 9.1.3 each notice posted as hereinabove provided shall be deemed to have been given on the second business day after date of posting and any notices delivered by hand shall be deemed received at the time of delivery.

THE FIRST SCHEDULE

The Patents

Title	Application/Registration Number	Filing Date	Proprietor	Territories
03/034 Nanoparticle Preparation	0409877.8	30/04/04	University of Manchester	UK
03/034 Nanoparticle Preparation	GB05/001611	27/04/05	University of Manchester	PCT

THE SECOND SCHEDULE

The Information

Ref: C01966 Material Transfer Agreement as between Nanoco Limited and NASA Ames Research Centre.

Ref: C02524 Material Transfer Agreement as between Nanoco Technologies Limited and Mauna Kea Technologies.

Confidentiality Agreements entered into by the University on behalf of Nanoco or by Nanoco with the following:

1. Aston University: Quantum Dots
2. Alan Waggoner: Process for preparing a nanocrystalline material
3. Epichem Limited: Process for preparing a nanocrystalline material
4. Nanosciences Inc: Quantum Dots
5. Merck Chemicals Limited: Quantum Dots
6. Plasmon Data Systems Limited: Photorefractive composites & Quantum Dots
7. Michael Albert Edelman: Quantum Dots.
8. Konarka Technologies Inc: Quantum Dots.
9. Deborah Berhanu: Various Technologies developed by Nanoco.
10. Roof Electric Limited: Nanoco Technology.

11. Technology Partnership Plc: Quantum dots.
12. Vennworks LLC: Quantum Dots.
13. Altum Capital Ltd: Nanoco Information.
14. BBI Int. Ltd: Point of care technology.
15. Jain Woolard: Nanocrystalline Particles.
16. British Biocell Int. Ltd: Nanocrystalline Particles.

17. Innovosion Research & Technology: Nanocrystalline Particles.
18. New Light Industries Ltd: Quantum Dots.
19. Light Impressions Int. Ltd: Quantum Dots.

20. FMJ & Ass.: Quantum Dots.
21. Bionexis Pharma. SA: Nanodots.
22. Octel Innovation Ltd: Nanoparticles.
23. Biocrystal Ltd: Quantum Dots.
24. Mauna Kea Technology: Applications.
25. ICT Ltd/ David Frew: Nanoco Information
26. Steven Daniels: Nanoparticles
27. Eric Liu: Nanoparticles.
28. Patterning Technology Limited: Nanoparticles.
29. Amersham Biosciences U.K. Ltd: Quantum Dots.
30. Yang Li: Nanoco Technology.

31. Patterson Institute for Cancer Research: Nanoco Technology.
32. Medical Solutions Plc: Biological Applications for nanocrystal tech.
33. Sun Chemical Corporation: Nanoco Technology.
34. Axiomlab Plc: Nanoco Information.
35. Ademtech: Quantum Dots.
36. ESRC/EPSRC/NERC: Quantum Dots.
37. ESRC/EPSRC/NERC: Quantum Dots.
38. ESRC/EPSRC/NERC: Quantum Dots.
39. IC Innovations Ltd: Nanocrystalline Materials.
40. Securrency PTY Ltd: Nanocrystalline Particles.
41. Qinetiq Ltd: Nanocrystalline Particles.
42. Photo Secure Inc: Quantum Dots.
43. ABR Innova Oy: Quantum Dots.
44. Idemitsu Kosan Co Ltd: Quantum Dots.
45. David Lu and Corp: Quantum Dots.

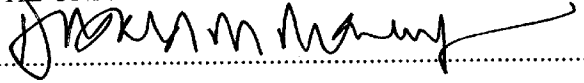
Disclosures made without Confidentiality Agreements in place

46. Disclosure listed in Invention Records 03/030 & 03/034: Power Point Presentation and Article entitled "Quantum Dot-labelled polymer beads by suspension polymerisation" submitted to Chem. Commun. - www.rsc.org/chemcomm
47. Disclosure in the form of an Academic Article entitled: "Synthesis and Characterisation of Quantum Dot Containing Materials for Generic Application in Combinatorial Chemistry."
48. Disclosure in the form of an Academic Article: "Quantum Dot Concentrators" Barnham, J Hassard, JL Marques, P O'Brien: *Applied Physics Letters*, 2000, 76, 1197.
49. Disclosure in the form of an Academic Article: "A simple one phase preparation of organically capped gold nanocrystals." M Green & P O'Brien, *J.Chem.Soc.Chem.Comm*, 2000, 183.
50. Disclosure in the form of an Academic Article: "A novel route for the preparation of CuSe and CuInSe₂ Nanoparticles, MA Malik, N Revaprasadu and P O'Brien, *Advanced Materials*, 1999, 11, 1441.

51. Disclosure in the form of an Academic Article: "Recent advances in the preparation of semiconductors as isolated nanometric particles: New routes to quantum dots (invited feature), M Green and P O'Brien, *J Chem. Soc. Chem. Commun*, 1999, 2235
52. Disclosure in the form of an Academic Article: "A novel single source self capping route to CdS Quantum Dots", MR Lazell, P O'Brien, *J Chem. Soc. Chem. Commun*, 1999, 2041
53. Disclosure in the form of an Academic Article: "A simple route to sythenesise nanodimensional CdSe/CdS core/shell structures from single molecule precursors" N Revaprasadu, MA Malik, P O'Brien and G Wakefield, *J. Chem. Soc. Chem. Commun*, 1999, 1573
54. Disclosure in the form of an Academic Article: "Novel single precursor routes for the direct synthesis of highly monodispersed quantum dots of cadium or zinc sulfide or selenide" B Ludolph, MA Malik, P O'Brien and N Revaprasadu, *J. Chem. Soc. Chem. Commun*, 1998, 1849

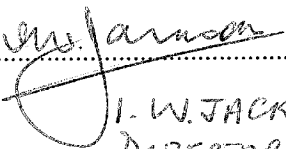
IN WITNESS OF WHICH the parties hereto have caused this Assignment Agreement to be executed by their duly authorised officers on the date first above written.

For and on behalf of
THE UNIVERSITY OF MANCHESTER


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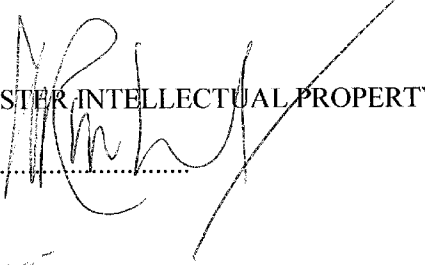
Name DUGAND M MARKLE
Position REGISTRAR AND SECRETARY
Duly Authorised

For and on behalf of
MANCHESTER INNOVATION LIMITED


.....

Name I. W. JACKSON
Position DIRECTOR
Duly Authorised

For and on behalf of
THE UNIVERSITY OF MANCHESTER INTELLECTUAL PROPERTY LIMITED


.....

Name C. G. COWLAND
Position CHIEF EXECUTIVE
Duly Authorised

For and on behalf of
NANOCO TECHNOLOGIES LIMITED


.....

Name Michael Edelman
Position Director
Duly Authorised

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