

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
Astron Clinica Limited		08/14/2009	Limited Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Biocompatibles UK Limited		
Street Address:	Chapman House, Farnham Business Park, Weydon Lane		
City:	Farnham, Surrey		
State/Country:	UNITED KINGDOM		
Postal Code:	GU9 8QL		
Entity Type:	Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3537163	MOLEMATE	
CORRESPONDENCE DATA			
Fax Number:	(414)271-5770		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-271-7590		
Email:	aleshiap@andruslaw.com		
Correspondent Name:	Peter T. Holsen		
Address Line 1:	100 East Wisconsin Avenue, Suite 1100		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	124-00133		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

CH \$40.00 3537163

900149956

**TRADEMARK
 REEL: 004114 FRAME: 0249**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Peter T. Holsen

Signature:

/peter t holsen/

Date:

12/15/2009

Total Attachments: 14

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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY
RIGHTS

by

ASTRON CLINICA LIMITED (IN ADMINISTRATION);

and

RICHARD PHILPOTT AND RICHARD FLEMING AS JOINT
ADMINISTRATORS OF ASTRON CLINICA LIMITED

in favour of

BIOCOMPATIBLES UK LIMITED

14 1 AUGUST 2009

This DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS is made on 14 August 2009

by

ASTRON CLINICA LIMITED (registered number 03671031) (in Administration) whose registered office is at c/o KPMG LLP, 2 Cornwall Street, Birmingham, B3 2DL, acting by the Administrators (the "Assignor"); and

RICHARD PHILPOTT and RICHARD FLEMING both of KPMG LLP whose office is at KPMG LLP, 2 Cornwall Street, Birmingham, B3 2DL, acting as agents of the Assignor in their capacity as administrators of the Assignor and without personal liability (the "Administrators")

in favour of

BIOCOMPATIBLES UK LIMITED (registered number 04305025) whose registered office is at Chapman House, Farnham Business Park, Weydon Lane, Farnham, Surrey GU9 8QL (the "Assignee")

WHEREAS :-

- (A) The Assignor is in administration.
- (B) The Assignor (acting by the Administrator) has agreed to assign whatever right, title and interest the Assignor may have in and to the Intellectual Property Rights (as defined below) to the Assignee.
- (C) The Assignee has agreed to accept such assignment on the terms and conditions set out in this Deed.

THE PARTIES AGREE AS FOLLOWS:-

1. Definitions

1.1 Unless the context otherwise provides, the words and expressions used in this Deed shall have the following meanings:-

"Administrators' Representative" any of:
(a) the firm by which the Administrators are

	employed or of which they are partners; and
"Bespoke Software"	(b) that firm's partners, employees and agents; means the skin imaging software programs used in the Business, except to the extent that any element of such software programs constitutes Licensed Software, and preparatory materials, user manuals and all other related documentation associated with such skin imaging software programs;
"Business"	means the business of developing, producing, marketing and selling skin imaging technology, as conducted by the Assignor at the Premises and elsewhere at Completion;
"Completion"	the Effective Date;
"Effective Date"	the date hereof;
"Intellectual Property"	means (i) the Names, the Bespoke Software and the Patents and (ii) any of the following which are legally or beneficially owned by the Seller or used or exploited by the Seller: patents, utility models, petty patents, registered and unregistered trade and service marks, registered and unregistered design rights, trade names, service names, business names, copyrights (including rights in computer software, source code and object code), rights in the nature of copyright, resale rights, rental rights, lending rights, moral rights, database rights, domain names, semi-conductor topography rights, plant variety rights, know-how (including the Know-how), rights in trade secrets and confidential information, rights protecting reputation and goodwill, rights in unfair competition and all other intellectual property

rights and analogous rights as may exist anywhere in the world for the full term of the rights concerned together with all reversions, revivals, extensions and renewals of such rights (whether registered or not); all registrations and pending registrations relating to any such rights, the benefit of any pending applications for any such registrations and the right to apply for registrations of such rights; and all rights of action, powers or benefits belonging or accrued in relation to such rights (including the right to sue for and recover damages for past infringements);

"Know-how"

means all trade secrets, formulae, information, techniques, decisions, drawings, manufacturing and packaging specifications and data specifications of the Assignor relating to the Business at Completion;

"Licensed Software"

means any computer software used by the Seller in or in connection with the Business the copyright in which is not owned by the Seller;

"Names"

means all of the rights (registered and unregistered) of the Assignor in and to SIA, SIAscope, SIAscopy, SIAscan, SIAscanner, 'powered by SIAscopy', Molemate, Molenet, Moleview, Moleview+, Beau Visage, Physiometrics, Siametrics, Cosmetics, Beauty Timeline, Dermetrics, dermetics, 'Discover the Truth', Medispa, Astron and Astron Clinica and the website addresses www.astronclinica.com and www.molemate.com;

"Patents"

means the patents and patent applications set out in the Schedule;

"Premises"

means The Mount, Toft, Cambridge CB23 2RL; and

"Schedule" the Schedule which is annexed to and forms part of this Agreement.

- 1.2 In this Deed the word "including" is to be construed as being by way of illustration or emphasis only and is not to be construed so as to limit the generality of any words preceding it.

2. Assignment

2.1 The Assignor, to the extent it has the right to do so, hereby absolutely with effect from the Effective Date:

- 2.1.1 assigns and transfers to the Assignee, all the Assignor's right, title and interest past, present and future in and to the Intellectual Property for the full period during which such rights subsist, the Assignor's entitlement to any patents granted pursuant to any applications comprised in the Patents for the full term of such patents, the Assignor's right to apply for, prosecute and maintain patents or similar protections anywhere in the world for an invention embodied in any of the Patents (including any application which forms part of the Patents), the Assignor's right to claim priority from the Patents (including such applications);
- 2.1.2 assigns to the Assignee, the Assignor's rights, powers, privileges and immunities conferred on the proprietor of the Intellectual Property and all the Assignor's rights of action, actual or contingent in respect of any past, existing or future infringements of the Intellectual Property and the Assignor's right to recover and take all proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any of the Intellectual Property and whether committed before, on or after the Effective Date; and
- 2.1.3 irrevocably waives in favour of the Assignee any and all Moral Rights as defined in Chapter IV of the Copyright Designs and Patents Act 1988 and any similar rights under any other jurisdiction the Assignor may have in the Intellectual Property in so far as the Assignor may lawfully do so.

3. Exclusion of Administrators' Personal Liability

3.1 The Administrators are entering into and signing this Deed as agents for the Assignor are entering into and signing it and as principals solely for the purpose of receiving the benefit of this declaration and any other exclusions, limitations, indemnities, covenants or conditions in their favour contained in this Deed. All parties to this Deed acknowledge and agree that neither the Administrator nor any Administrators' Representatives shall have any personal liability howsoever arising:

3.1.1 under or in connection with this Deed or the transaction(s) contemplated in this Deed or under any deed or other document or agreement entered into pursuant to or in connection with this Deed;

3.1.2 in respect of any obligations undertaken by the Assignor or in respect of any failure on the part of the Assignor to observe, perform or comply with any such obligations;

3.1.3 in relation to any arrangements or negotiations relating to the subject matter of the agreement; or

3.1.4 pursuant to section 44 of the Insolvency Act 1986.

4. Further Assurances

The Assignor hereby authorises and requests (if and where appropriate) any official of any country whose duty it is to register intellectual property (or other evidence or forms for industrial and/or intellectual property protection including applications for registration) on application being made by the Assignee pursuant to this Deed, to issue same to the Assignee and its successors and assignees. The Assignor hereby agrees, at the request and expense of the Assignee, to execute such further documents and do such further acts as may be necessary to give full effect to the terms of this Deed.

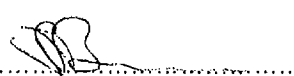
5. Applicable Law

This Deed shall be governed by and construed in accordance with the law of England and Wales and the parties hereby each submit to the exclusive jurisdiction of the Courts of England and Wales.

IN WITNESS WHEREOF this Deed is executed as follows:


EXECUTED as a DEED by)
 as one of the Administrators)
 for and on behalf of)
ASTRON CLINICA LIMITED)
 as agent and in exercise of)
 powers granted to him by statute)and without personal liability in the)
 presence of:)



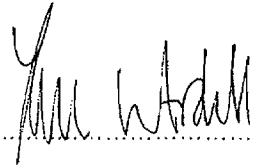
Witness signature .....
 Witness name..... JANETTE BOWEN.....
 Witness address..... 1 WATERLOO WAY.....
 LEICESTER LE1 6LP.....
 Witness occupation..... INSURANCE ADMINISTRATOR.....

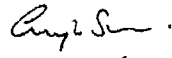
EXECUTED as a DEED by)
 for the Administrators without personal)
 liability and solely for the purpose of)
 obtaining the benefit of the provisions of)
 this agreement expressed to be conferred)
 on or given in favour of the Administrators in)
 the presence of:)



Witness signature .....
 Witness name..... JANETTE BOWEN.....
 Witness address..... 1 WATERLOO WAY.....
 LEICESTER LE1 6LP.....
 Witness occupation..... INSURANCE ADMINISTRATOR.....

EXECUTED as a DEED by)
for and on behalf of BIOCOMPATIBLES UK)
LIMITED in the presence of:)


.....

Witness signature..... 

Witness name..... CHELIN SIMON

Witness address..... COTTE FARM,
..... LOMBE HAY, BATH, BA2 7EG

Witness occupation..... INDUSTRY EXECUTIVE

SCHEDULE

Patents

[Note: A new Patent Schedule is being provided by Astron's Patent Attorney]

SCHEDULE OF EXISTING PATENTS & PATENT APPLICATIONS

1. Basic Skin Histology - (Priority Date 19 November 1996)

- PCT Patent application number PCT/GB1997/003177 published as number WO/1998/022023, relating to method for measurement of skin histology, and patents following thereon and claiming priority therefrom.

Country	Patent Reference No	Title	Status
Europe	EP1006876	Method for measurement of skin histology	Granted
GB	EP (UK) 1006876	Method for measurement of skin histology	Granted
FR	EP (FR) 1006876	Method for measurement of skin histology	Granted
DE	EP (DE) 1006876 or publication number – DE69712533	Method for measurement of skin histology	Granted
US	US6324417	Method for measurement of skin histology	Granted
Canada	CA2272290	Method for measurement of skin histology	Granted
Australia	AU725766 - (serial number) or AU4961597 - (application number)	Method for measurement of skin histology	Granted

COMMENTS:

- The EP patent is in force in GB, FR and DE. DE assigns an additional publication number to a granted EP patent. FR and GB do not.
- GB2334099 was abandoned as corresponding EP(UK) is now in existence.
- AT217172 – Austrian patent office automatically assign an Austrian patent number to all granted EP patent applications – application was never brought into effect in Austria
- ES, BR, and IL patents and JP patent application were all abandoned a number of years ago.

2. Single Point Measurement – (Priority Date 4 June 1999)

- PCT Patent application number PCT/GB2000/002124 published as WO/2000/075637, relating to method of and apparatus for investigating tissue histology, and patents following thereon and claiming priority therefrom.

Country	Patent Reference No.	Title	Status
Europe	EP1185853	Method of and apparatus for investigating tissue histology	Granted
GB	GB2367125	Method of and apparatus for investigating tissue histology	Granted
DE	EP (DE) 1185853 or – DE60035985	Method of and apparatus for investigating tissue histology	Granted
FR	EP (FR) 1185853	Method of and apparatus for investigating tissue histology	Granted
US	US7054674 or publication number - US2001056237	Method of and apparatus for investigating tissue histology	Granted
US (Div)	US2005251049 or US20050251049	Method of and apparatus for investigating tissue histology	Pending

COMMENTS:

- Different databases (primarily with respect to US patents) will use different numbers of 0's for searching.

- EP patent is in force in FR and DE DE assigns an additional publication number to a granted EP patent. FR does not.
- AU 5232100 – Australian Patent Office automatically assign all PCT applications an Australian Patent number – application was never brought into effect in Australia
- AT370400 - Austrian patent office automatically assign an Austrian patent number to all granted EP patent applications – application was never brought into effect in Austria
- GB2396007 was abandoned in favour of GB2367125 the two applications are identical in content with GB2367125 being derived from the PCT application and GB2396007 being an application filed directly with the UK-IPO
- JP patent application was abandoned a number of years ago

3. Non-Contact Measurement - (Priority Date 30 July 2002)

- PCT Patent application number PCT/GB2003/003367 published as WO/2004/010862, relating to method and apparatus for quantifying tissue histology, and patents following thereon and claiming priority therefrom.

Country	Patent Reference No.	Title	Status
GB	GB2411467	Method and apparatus for quantifying tissue histology	Granted
Australia	AU2003255745	Method and apparatus for quantifying tissue histology	Granted
Europe	EP1633240	Method and apparatus for quantifying tissue histology	Pending
US	US2006276966 or US20060276966	Method and apparatus for quantifying tissue histology	Pending
Japan	JP2005534366 or JP2004523993	Method and apparatus for quantifying tissue histology	Pending
Canada	CA2494403	Method and apparatus for quantifying tissue histology	Pending

COMMENTS:

- Different databases (primarily with respect to US patents) will use different numbers of 0's for searching.

4. Geometry/ Texture Image – (Priority Date 23 September 2005)

Country	Patent Reference No	Title	Status
GB	GB2429385	Image processing method and apparatus	Granted
Europe	EP1768060	Image processing method and apparatus for modification of images of skin	Pending
US	US2008075340 or US20080075340	Image processing method and apparatus	Pending
Japan	JP2007190364 – publication number or application number - JP20060257839	Image processing method and apparatus	Pending
Canada	CA2560364	Image processing method and apparatus	Pending
Australia	AU2006220441	Image processing method and apparatus	Pending

COMMENTS:

- Different databases (primarily with respect to US patents) will use different numbers of 0's for searching.
- GB2439469 was a divisional application based on GB2429385 which was abandoned as it was possible to obtain full protection through GB2429385 alone.

5. **Non-Contact Dermal Melanin – (Priority Date 23 December 2005)**

Country	Patent Reference No	Title	Status
GB	GB2429523	Detecting the presence of dermal melanin in epithelial tissue	Granted
Europe	EP1810614	Method and apparatus for detecting the presence of dermal melanin in epithelial tissue	Pending
US	US2007161910 or US20070161910	Method and apparatus for detecting the presence of dermal melanin in epithelial tissue	Pending
Canada	CA2572061	Method and apparatus for detecting the presence of dermal melanin in epithelial tissue	Pending
Australia	AU2006252181	Method and apparatus for detecting the presence of dermal melanin in epithelial tissue	Pending

COMMENTS:

- Different databases (primarily with respect to US patents) will use different numbers of 0's for searching.

6. **Contact Skin Measurement – (Priority Date 19 June 2007)**

Country	Patent Reference No	Title	Status
Europe	EP2005886 – patent number or Application no. – EP07252483.8	Method and apparatus for measuring skin texture	Pending
US	US20080319283 or serial number - US12142456	Method and apparatus for measuring skin texture	Pending
Japan	JP2009022745 – publication number or Application no. - JP20080158980	Method and apparatus for measuring skin texture	Pending
Australia	AU2008202693	Method and apparatus for measuring skin texture	Pending
Canada	CA2635184	Method and apparatus for measuring skin texture	Pending

COMMENTS:

- Different databases (primarily with respect to US patents) will use different numbers of 0's for searching.

7. **Non-Contact Skin Measurement – (Priority Date 19 June 2007)**

Country	Patent Reference No	Title	Status
Europe	EP2005885 – publication number or application number - EP07252478.8	Method and apparatus for measuring skin texture	Pending
US	US20090043363 or serial number - US12142489	Method and apparatus for measuring skin texture	Pending
Japan	JP2009011824 – publication number or Application no. -	Method and apparatus for measuring skin texture	Pending

	JP20080158984		
Australia	AU2008202694	Method and apparatus for measuring skin texture	Pending
Canada	CA2635183	Method and apparatus for measuring skin texture	Pending

COMMENTS:

- Different databases (primarily with respect to US patents) will use different numbers of 0's for searching.

8. Skin Age Score – (Priority Date 20 September 2007)

Country	Patent Reference No	Title	Status
Europe	EP2042095 – publication number or application number - EP07253823.4	Method and apparatus for quantifying photo-damage	Pending
US	US20090080727 or serial number - US12212989	Method and apparatus for quantifying photo-damage	Pending
Japan	JP2008240606	Method and apparatus for quantifying photo-damage	Pending
Australia	AU2008221558	Method and apparatus for quantifying photo-damage	Pending
Canada	CA2639569	Method and apparatus for quantifying photo-damage	Pending

COMMENTS:

- Different databases (primarily with respect to US patents) will use different numbers of 0's for searching.

9. Non-Contact Collagen – (Priority Date 20 September 2007)

Country	Patent Reference No	Title	Status
Europe	EP2039287 – publication number or application number - EP07253721.0	Method and apparatus for measuring collagen thickness	Pending
Europe (div)	EP2050385 – publication number or application number - EP09152840.6	Method and apparatus for measuring collagen thickness	Pending
US	US20090080726 or serial number - US12212952	Method and apparatus for measuring collagen thickness	Pending
Japan	JP2009075109 – or Application no. - JP20080240603	Method and apparatus for measuring collagen thickness	Pending
Australia	AU2008221561	Method and apparatus for measuring collagen thickness	Pending
Canada	CA2639570	Method and apparatus for measuring collagen thickness	Pending

COMMENTS:

- Different databases (primarily with respect to US patents) will use different numbers of 0's for searching.