


Certified true copy of the original


Ms Susan Elizabeth Dixon
Company Secretary
Date: 30 SEP 2003

DATED 30TH SEPTEMBER 2003

CAMBRIDGE UNIVERSITY (1)
TECHNICAL SERVICES LIMITED
("CUTS")

and

ILexIR (2)
("Assignee")

4847599

INTELLECTUAL PROPERTY
ASSIGNMENT



EQA4N005

0804

BOX
COMPANIES HOUSE

9 1203

COMPANIES HOUSE

21 11100

5 August 2003

Copyright University of Cambridge 2002

THIS DEED is made on 30th SEPTEMBER 2003

BETWEEN:

PARTIES

- (1) CAMBRIDGE UNIVERSITY TECHNICAL SERVICES LIMITED (Company Number 01069886) of The Old Schools, Trinity Lane, Cambridge CB2 1TS ("CUTS") and
- (2) ILexIR Ltd (Company Number 4847599) whose registered office is at 11 Sturton St., Cambridge, CB1 2SN ("Assignee").

BACKGROUND

- (A) CUTS is the proprietor of certain rights in the Software (as the same is defined below) and related intellectual property rights and know-how.
- (B) The Assignee wishes to be assigned such rights to the Software and any related intellectual property rights and know-how and CUTS has agreed to assign them for the consideration and on the terms set out in this Deed.

OPERATIVE TERMS

The parties agree as follows:

1 Interpretation

1.1 In this Deed, the following words have the following meanings:

"Anti-Dilution Agreement" means an agreement to be completed by the shareholders of ILexIR in the form set out in the schedule

"Intellectual Property Rights" means any invention, improvement, patent, design, process, information, copyright work (including without limitation rights in and to technical processes, systems, methods, software design, algorithms, code, scripts or other computer software), rights in databases, topography right, domain name, trade mark, trade name or get-up (whether capable of being patented or registered or not) or

application to register any such right and any other intellectual property right of any nature whatsoever in any part of the world related to the Software;

"Software" means the source code, object code and documentation which together comprise the suites of programmes known as the Robust Accurate Statistical Parsing (**"RASP"**) software and the Alvey Natural Language Tools developed by Dr Ted Briscoe and Dr John Carroll;

"Know-how" means all technical information, data, knowledge, inventions, techniques, processes, systems, formulae, results of experimentation, designs, statistics, records and all other confidential information and data solely related to the Software.

1.2 In this Deed (except where the context otherwise requires):

- (a) any reference to a clause or schedule is to the relevant clause or schedule of or to this Deed and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the clause or schedule in which it appears;
- (b) the clause headings are included for convenience only and shall not affect the interpretation of this Deed; and
- (c) any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

1.3 If a provision of this Deed is inconsistent with a provision of a schedule to this Deed, the provision of this Deed prevails.

2 Intellectual property

2.1 In consideration of the issue by the Assignee to CUTS of 2000 ordinary shares of £0.01 each in the share capital of the Assignee credited as fully paid, and the grant of the further rights in the Anti-Dilution Agreement, CUTS assigns to the Assignee (subject to clauses 2.2 and 3.1) all rights CUTS may have to :

- (a) the Software;



- (b) the Intellectual Property Rights;
- (c) the Know-how;
- (d) take all actions and proceedings as may be necessary and recover damages or otherwise in respect of any infringement of the rights assigned by this Deed in respect of any infringements which occurred before the date of this Deed.
- 2.2 Notwithstanding anything to the contrary in this Deed, CUTS reserves the right for CUTS or its nominee to use the Software, the Intellectual Property Rights and the Know-how for the purposes of publication, teaching and research.
- 2.3 The Assignee grants a licence back to CUTS of that part of the Software which is contained in the software product known as the Alvey Natural Language Tools (1992, release 4) which CUTS shall continue to have the right to sublicense and to retain any licence fees arising.
- 2.4 CUTS shall, at the expense and request of the Assignee, use all reasonable endeavours to do or procure to be done all further acts and things and execute or procure the execution of all other documents as the Assignee may from time to time reasonably require for the purposes of giving the Assignee the full benefit of the assets, rights and benefits transferred to the Assignee under this Deed.
- 2.5 The Assignee shall use its best endeavours to exploit commercially the Software, the Intellectual Property Rights and the Know-how to the fullest extent practicable.
- 2.6 CUTS may at any time within the period starting three years from the date of this Deed, by notice to the Assignee request written evidence to CUTS' reasonable satisfaction from the Assignee of the commercial exploitation by the Assignee of the Software, the Intellectual Property Rights and the Know-how, demonstrating that IlexIR has offered and continues to offer, publicise and actively market the offer of a non-exclusive commercial licence for the RASP software.

3. Completion

- 3.1 The Parties will sign and exchange the Anti-Dilution Agreement as soon as reasonably practicable. After the Anti-Dilution Agreement has been executed by all

- the parties to it the Assignee shall deliver to CUTS a share certificate for the shares agreed to be issued pursuant to clause 2.1. The assignment provided for in Clause 2.1 shall become effective immediately upon receipt of such share certificate.

4. Reassignment

4.1 If the Assignee:

- (a) fails to supply the written evidence requested in clause 2.6 within 30 days of receiving the request from CUTS; or
- (b) ceases to carry on business, is unable to pay its debts when they fall due, is declared bankrupt, or an order is made or a resolution passed for the winding up of the Assignee or the appointment of an administrator, receiver, liquidator or manager of the Assignee,

CUTS may, by written notice to the Assignee, request the Assignee to re-assign to CUTS at the expense of the Assignee any or all of the Software, the Intellectual Property Rights and the Know-how or any other intellectual property rights related to or improvements upon the Software free of all charges, liens, encumbrances or equities within 30 days of the date of CUTS' notice.

- 4.2 The Assignee shall, at the request of CUTS, use all reasonable endeavours to do or procure to be done all further acts and things and execute or procure the execution of all other documents as CUTS may from time to time reasonably require for the purposes of giving CUTS the full benefit of the assets, rights and benefits transferred to CUTS under this Deed.

5. Warranties

- 5.1 CUTS warrants that it has the full power to enter into this Deed.

6. Liability and indemnity

- 6.1 Except in the case of fraudulent misrepresentation or death and personal injury caused by negligence, the Assignee acknowledges that CUTS has no responsibility or liability for any direct, indirect, consequential, financial or economic loss or damages in contract, tort or otherwise that may arise from or in connection with any

- documentation, information or materials related to the Software, the Intellectual Property Rights or the Know-how supplied by CUTS to the Assignee at any time.
- 6.2 The Assignee indemnifies and shall keep indemnified CUTS against any costs, actions, claims, demands, liabilities, expenses, damages or losses (including without limitation consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses) arising from or in connection with any third party claim made against CUTS relating to the Assignee's use of the Software, the Intellectual Property Rights and the Know-how.

7. **Restriction of dealing**

- 7.1 The Assignee shall not sell, assign, mortgage, charge or otherwise transfer any right, title or interest in the Software, the Intellectual Property Rights or the Know-how within the period starting on the date of this Deed and ending three years from the date of this Deed without the prior written consent of CUTS. For the avoidance of doubt the Assignee may grant non-exclusive licences to third parties to use the Software, the Intellectual Property Rights or the Know-how without the prior written consent of CUTS

8. **General**

- 8.1 A provision of this Deed or any right created under it cannot be waived or varied except in writing signed by the parties.
- 8.2 Any notice to be given under this Deed shall be in writing and delivered by hand, prepaid registered post or facsimile to the party using the details set out in this Deed. Notices are deemed to have been given:
- (a) if delivered by hand, at the time of delivery unless delivered after 5pm in the place of receipt or on a non-business day, in which case the notice is deemed to have been given at 9am the next business day;
 - (b) if sent by registered post from within the United Kingdom, three business days after posting (or seven business days if posted from outside the United Kingdom); and



(c) if sent by facsimile, at the time the facsimile is received shown in the transmission report as the time that the whole facsimile was sent unless received after 5pm in the place of receipt or on a non-business day, in which case the notice is deemed to have been given at 9am the next business day.

8.3 It is hereby certified that this transaction does not form part of a larger transaction, or a series of transactions, in respect of which the amount or value, or the aggregate amount or value, of the consideration to be paid for any stampable property exceeds the sum of £60,000.

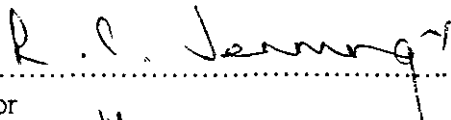
8.4 The Assignee acknowledges that in entering into this Deed it has not relied on any representations or warranties about its subject matter except as expressly provided by the written terms of this Deed.

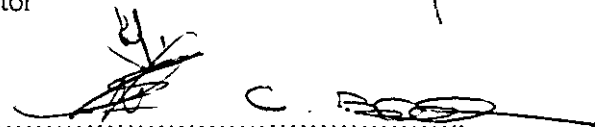
8.5 This Deed constitutes the entire agreement and understanding of the parties and supersedes all negotiations, understandings or previous agreement between the parties relating to the subject matter of this Deed.

8.6 This Deed and any documents to be entered into pursuant to it shall be governed by and construed in accordance with English law.




Signed as a Deed for and on behalf of CAMBRIDGE
UNIVERSITY TECHNICAL SERVICES
LIMITED by a Director and its Secretary/two
Directors:



.....
Director


.....
Director / Secretary

Date: 30 SEPTEMBER 2003

Signed as a Deed for and on behalf of ILEXIR Limited
by a Director and its Secretary/two Directors::


.....
Director


.....
Director / Secretary

Date: 30 SEP 2003

