

04-29-1999



Docket No. 15939-11

101023804

To the Hon. Commissioner of Patents & Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

NATIONAL UNIVERSITY OF SINGAPORE

Additional name of conveying party attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name DATA STORAGE INSTITUTENo. 10 Kent Ridge CrescentSingapore 119260Additional name(s) and address(es) attached? Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger☐ Security Agreement ☐ Change of Name☐ Other _____Execution Date: August 31, 1998

4. Application number(s) or patent numbers:

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 08/887,738

Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address party to whom correspondence concerning document should be mailed:

Name Gary E. Lande, Esq.
Oppenheimer Wolff & Donnelly LLPInternal Address: Suite 3800Street Address 2029 Century Park EastCity: Los Angeles State CA ZIP 900676. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41) \$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit Account number:

16-2230

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*George L. Fountain

Name of Person Signing

George L. Fountain

Signature

April 8, 1999

Date

Total number of pages including cover sheet, attachments, and document: 7Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

39-21-4 pm

04/27/1999 JSH/BAZZ 00000233 00007738

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ASSIGNMENT

THIS ASSIGNMENT is made the 31st day of August One thousand nine hundred and ninety-eight (1998) between **NATIONAL UNIVERSITY OF SINGAPORE**, a body corporate incorporated under the National University of Singapore Act (Cap. 204) of No. 10 Kent Ridge Crescent, Singapore 119260 ("**NUS**") of the one part and **DATA STORAGE INSTITUTE**, a public company limited by guarantee incorporated and existing under the laws of Singapore of No. 10 Kent Ridge Crescent, Singapore 119260 ("**DSI**") of the other part.

WHEREAS:-

- A. NUS has developed and is the proprietor of the Patents and Technology.
- B. DSI wishes to acquire and NUS agrees to assign the Patents and Technology and all its rights and benefits therein to DSI on the terms and conditions of this Assignment.

NOW IT IS HEREBY AGREED as follows:-

1. Definitions

"Effective Date" shall mean 1st April 1997.

"Patents" shall mean the granted patents and the patents issuing on the pending patent applications together with any divisions, revisions, continuations, continuations-in-part, extensions, restorations, additions and counterparts thereof as specified in Schedule 1 hereto.

"Technology" shall mean any methods, techniques, processes, discoveries, inventions (patentable or otherwise), technology, specifications, formulae, designs, plans, drawings, data, materials or other technical information underlying or relating to the Patents developed by NUS exclusively through the activities of its Data Storage Institute on or before the Effective Date.

"Territory" shall mean the whole world.

2. Assignment

- 2.1 In consideration of DSI's covenants and undertakings herein and the payment of \$1/- by DSI to NUS receipt of which is hereby acknowledged, NUS as the beneficial owner hereby:-

- 2.1.1 assigns to DSI the Technology To Hold to DSI its successors and assigns absolutely throughout the Territory; and
- 2.1.2 agrees to assign the Patents specified in Schedule 1.



- 2.2 NUS acknowledges DSI's unrestricted right throughout the Territory to use, license the exploitation or otherwise deal with or dispose of all or any part of the Technology and the Patents to be assigned.
- 2.3 The parties agree to do all such things and to sign and execute all such documents and deeds as may reasonably be required in order to perfect protect or enforce any of the rights assigned and granted to DSI pursuant to this Assignment in any part of the Territory.
- 2.4 For avoidance of doubt, the parties agree and acknowledge that the assignment and agreement to assign herein relates only to the Technology and the Patents respectively as defined herein and that nothing in this Assignment shall be construed as an intention on the part of NUS to assign to DSI any other technology, know-how or intellectual property rights developed through the activities of or otherwise acquired by NUS or any other faculty, department, centre or institute of NUS. NUS and/or the relevant faculty, department, center or institute as the case may be shall have the unfettered right to use and exploit such rights.
- 2.5 The Assignment herein shall take effect from the Effective Date.

3. Performance of Agreements

DSI agrees and covenants that it will pay, perform and observe all and every the sum or sums of money, stipulations, agreements, provisos and conditions respectively in connection with the Patents and Technology on the part of NUS agreed to be paid, performed and observed and will keep NUS indemnified against all actions, proceedings, claims, demands, damages, penalties, costs, charges and expenses by reason of the non-observance of the obligations or for any reason whatsoever and howsoever arising with respect to the Patents and Technology or otherwise in relation to the same. NUS is not, to the best of its knowledge, aware of any claims relating to the Patents or Technology.

4. Release of NUS

DSI hereby releases and discharges NUS from all further liability or obligation in connection with the Patents and Technology.

5. Use of Technology and Patents

DSI shall, at the reasonable request of NUS, grant NUS a non-exclusive, non-transferable, revocable for cause, royalty-free licence to use, reproduce, display, perform and execute the Technology and Patents for the sole purpose of conducting internal research and for academic and teaching purposes, Provided always that DSI may at its discretion refuse to grant any such licence if the grant thereof would in the reasonable opinion of DSI derogate from any licences granted to third parties or otherwise adversely affect DSI's commercialisation efforts in respect of that part of the Technology and Patents which forms the subject of the licence in question.

6. **Disclaimer of Warranty**

6.1 NUS makes no representations, conditions or warranties, either express or implied with respect to the Patents and Technology assigned to DSI hereunder. Without limiting the generality of the foregoing, NUS expressly disclaims any implied warranty, condition or representation that the Technology:-

6.1.1 shall correspond with a particular description;

6.1.2 is of a merchantable quality;

6.1.3 is fit for a particular purpose; or

6.1.4 is durable for a reasonable period of time.

6.2 NUS shall not be liable for any loss, whether direct, consequential, incidental or special (and whether arising out of contract or tort) which DSI suffers arising from any defect, error, fault or failure to perform with respect to the Patents or Technology. DSI acknowledges that it has been advised by NUS to undertake its own due diligence with respect to the Patents and Technology.

6.3 Nothing in this Assignment shall be construed as:-

6.3.1 a warranty or representation by NUS that anything made, used, sold or otherwise disposed of in connection with the Patents or Technology is or will be free from infringement of patents, copyrights, trade-marks, industrial designs or other intellectual property rights.

6.3.2 an obligation by NUS to bring or prosecute or defend actions or suits against third parties for infringement of patents, copyrights, trade-marks, industrial designs or other intellectual property or contractual rights, whether in connection with the Patents or Technology or otherwise, or

6.3.3 a conferring by NUS to DSI of the right to use in any advertisement or publicity material the name of NUS except with the prior written consent of NUS.

6.4 NUS does not warrant or guarantee the validity of the Patents and Technology or that the underlying inventions or any part or parts thereof do not infringe any valid and subsisting patent or other intellectual property rights not held by NUS.

7. **Indemnity and Limitation of Liability**

7.1 DSI hereby agrees and undertakes to indemnify, hold harmless and defend NUS its officers, employees, students, invitees and agents against any and all claims (including all legal costs and expenses on a full indemnity basis) arising out of the exercise of any rights under this Assignment including, without limiting the generality of the foregoing, any damage or loss, consequential or otherwise arising from or out of the use of the Patents or Technology by DSI, its contractors, affiliates, distributors, licensees, agents and/or its customers or end-users howsoever the same may arise.

7.2 In no event shall NUS be liable for consequential or incidental damages arising from breach or breaches of this Assignment.



- 7.3 No action, whether in contract or tort (including negligence) or otherwise arising out of or in connection with this Assignment may be brought by DSI more than six (6) months after the cause of action has occurred.

8. General

8.1 Whole Agreement

This Assignment and the patent assignment referred to in sub-clause 2.1.2 (when the same is executed) shall contain the entire agreement between the parties and supersede any prior written or oral agreement between them relating to the Patents or Technology. The parties confirm that they have not entered into this Assignment on the basis of any representations that are not expressly incorporated into this Assignment. This Assignment may not be modified except by an instrument in writing signed by both parties or their duly authorised representatives.

8.2 Notices

Any notice to be served on any of the parties by the other shall be sent by prepaid recorded delivery or registered post or by facsimile transmission to the address of the addressee as set out at the head of this Assignment or to any other address in Singapore subsequently notified by the parties to the other as its address for service of notices and all such notices shall be deemed to have been received by the addressee within seventy two (72) hours of posting or twenty four (24) hours if sent by facsimile transmission to the correct facsimile transmission number of the addressee.

8.3 Headings

Headings contained in this Assignment are for reference purposes only and shall not be incorporated into this Assignment and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

8.4 Proper law and jurisdiction

This Assignment shall be governed by Singapore law in every particular including formation and interpretation and shall be deemed to have been made in Singapore and the parties agree to submit to the non-exclusive jurisdiction of the courts of Singapore.

8.5 Arbitration

Any difference between the parties concerning the interpretation or validity of this Assignment or the rights and liabilities of either party shall in the first instance be referred to the Director of the Industry and Technology Relations Office of NUS and the Director of DSI for resolution by amicable negotiation failing which the dispute shall be referred to and resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference into this clause. The Tribunal shall consist of one (1) arbitrator and the law of the Arbitration shall be International Arbitration Act (Cap. 143A).

8.6 Binding Effect

This Assignment shall bind and enure to the benefit of the parties and their respective assigns personal representatives and successors in title.

8.7 Stamp Duty and Costs

DSI shall bear all and any:-

8.7.1 legal costs; and

8.7.2 stamp duty

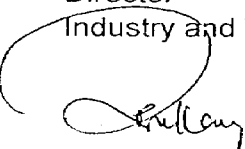
incurred or payable in connection with this Assignment or any assignment or document which is executed pursuant to the provisions of this Assignment.

8.8 Severance

In the event that any term condition or provision of this Assignment is held to be a violation of any applicable law statute or regulation the same shall be deemed to be deleted from this Assignment and shall be of no force and effect and this Assignment shall remain in full force and effect as if such term condition or provision had not originally been contained in this Assignment. Notwithstanding the above in the event of any such deletion the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

AS WITNESS the hands of the parties hereto the day and year first above written.

SIGNED by
for and on behalf of **THE NATIONAL
UNIVERSITY OF SINGAPORE**

) 
) Dr CHOU Siaw Kiang
) Director
) Industry and Technology Relations Office
) 
) Mrs Rosa Tan
) Senior Assistant Director
) Industry and Technology Relations Office

presence of:-

SIGNED by
for and on behalf of **DATA STORAGE
INSTITUTE**

) 
) Dr Chong Tow Chong
) Director
) 
) Ms Kerina Soh
) Business Executive

in the presence of:-

**Singapore Patent Applications in the name of
National University of Singapore**

<u>Appln No</u>	<u>Filing Date</u>	<u>Title Of Invention</u>
9700832-0	18 March 1997	Method and Apparatus for the High Speed Analysis of Precision Surfaces
9610228-0	6 July 1996	An Electric Spindle Motor
9610405-4	1 August 1996	Method and Apparatus for the High Speed Analysis of Magnetic Storage Disks
9611076-2	8 November 1996	Calibration of PES Curves in Disk Drives
9500231-7	8 April 1995	Pulsed Laser Induced Removal of Mold-Flash on Integrated Circuit Packages

**US Patent Applications in the name of
National University Of Singapore**

<u>Appln No.</u>	<u>Filing Date</u>	<u>Title Of Invention</u>
08/887,738	3 July 1997	An Electric Spindle Motor
08/905,157	1 August 1997	Method and Apparatus for the High Speed Analysis of Magnetic Storage Disks
08/45629-8	1 June 95	Pulsed Laser Induced Removal of Mold-Flash on Integrated Circuit Packages
08/434175	1 May 1995	CFC – Free Laser Cleaning Technology
USA 5,485,071	16 Jan 1995	Method and Apparatus for Establishing a Reference Current for use in Operating a Synchronous Motor
08/368324	4 Jan 1995	High Speed Decoding Apparatus for Byte-Error and Byte- Erasure Correction-Reed-Solomon's Codes

