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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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To the Honorable Commissioner of Patents and Tra

documents or copy thereof.

1. Name of conveying party: <u>Standard Ceramics, Inc.</u>  Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party  Name: <u>Cyber Profile Limited</u> Address: <u>TrustNet Chambers, P.O. Box 3444</u> <u>Road Town, Totrola</u> <u>British Virgin Islands</u>
3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____	Additional names and addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Execution Date: May 10, 2000

4. Application number(s) or patent number(s)

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

A. Patent Application No.(s)	B. Patent No.: <u>5,322,824</u>
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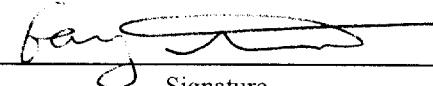
Additional numbers attached?       Yes       No

5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Gary Abelev, Esq.</u>  <u>BAKER BOTTS L.L.P.</u>  Address: <u>30 Rockefeller Plaza - 44 Fl.</u>  City: <u>New York</u> State: <u>NY</u> Zip: <u>10112</u>	6. Total number of applications and patents involved:      1
	7. Total fee (37 CFR 3.41):      \$ <u>40.00</u>  <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account
	8. Deposit account number: <u>02-4377</u> (Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature

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

<u>Gary Abelev, Esq. (Reg. No. 40,479)</u> Name of Person Signing	 Signature	<u>June 1, 2000</u> Date
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Total number of pages including cover sheet, attachments and document: 4

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I hereby certify that the correspondence is being deposited with the United States Postal Service in first class mail in an envelope addressed to the Commissioner for Patents, Washington, D.C. 20230.  
Date 31 June 2000 Reg. # 40,479

Atty's Signature GARY ABELEV  
**PATENT**

REEL: 010871 FRAME: 0798

## ASSIGNMENT

This ASSIGNMENT ('Assignment') is made and entered into this 10th day of May, 2000 by and between:

- (1) Standard Ceramics, Inc., a corporation organized and established under the laws of the State of Delaware, U.S.A., with its principal place of business located at 3625 Highland Avenue, Niagara Falls, New York 14305 U.S.A. (hereinafter "Assignor") and
- (2) Cyber Profile Limited, a company organized and established under the laws of British Virgin Islands, with its registered address located at TrustNet Chambers, P.O. Box 3444, Road Town, Tortola, British Virgin Islands (hereinafter "Assignee").

### WHEREAS:

- (A) Assignor is the registered holder of a certain patent entitled ELECTRICALLY CONDUCTIVE HIGH STRENGTH DENSE CERAMIC (U.S. Patent 5,322,824) together with its technologies and know-how (hereinafter collectively referred to as the "Patent");
- (B) Assignor desires to assign the Patent to Assignee upon the terms and conditions as provided herein;
- (C) Assignee agrees to accept the assignment of the Patent upon the terms and conditions as herein provided.

NOW THEREFORE, in consideration of the foregoing and the promises, covenants and agreements hereinafter contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Upon execution of this Assignment, Assignor does and hereby assigns, grants, transfers, and delivers to Assignee all rights, title, obligations, benefits and interest of Assignor in and to the Patent, to wit: ELECTRICALLY CONDUCTIVE HIGH STRENGTH DENSE CERAMIC (U.S. Patent 5,322,824) and its technologies and know-how; TOGETHER WITH:

All the deposits, income, receipt, revenues and commissions now due, or which may become due or to which Assignor may now or shall hereafter become entitled, or may demand or claim, arising or issuing from or out of the Patent,

TO HAVE AND TO HOLD the same unto the Assignee, its successors or assigns forever.

2. In consideration of the assignment of the Patent by Assignor to Assignee hereunder, Assignee shall, upon the execution of this Assignment and the assignment of the Patent hereof, grant to Assignor a worldwide exclusive license ("License") to use the Patent for any and all private or commercial purposes and for Assignor's benefits. The License granted hereunder shall be for a period of three (3) years commencing on the date hereof and terminating on May 9, 2003 with an option for Assignor to renew the License for another three (3) years period.

In further consideration of the assignment hereunder, Assignor shall, upon request, provide Assignee with any and all management support and administrative resources to utilize and further develop the Patent for Assignee's benefits.

3. Assignor hereby covenants, agrees, represents and warrants (which covenants, agreements, representations and warranties are of the essence hereof) as follows:

i) that Assignor has good title to the Patent and the full right and power to assign the same;

ii) that no other person has any right, title, or interest in the Patent being assigned hereunder;

iii) that Assignor has duly and timely performed all the terms, covenants, conditions and warranties with respect to the Patent on Assignor's part to be performed;

iv) that unless otherwise indicated, terms and obligations of the Patent are valid and unmodified and are in full force and effect; and

v) that Assignor has not previously used, sold, assigned, transferred, hypothecated, or pledged the Patent or any part thereof.

4. Each party executing this Assignment represents and warrants that he/she is duly authorized to execute this Assignment on behalf of the entity, in accordance with a duly adopted resolution of the board of directors of the entity and in accordance with its terms.

5. This Assignment embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter hereof. None of the parties hereto shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Assignment.

6. This Assignment shall not be amended, modified, varied or supplemented except as otherwise provided herein or in writing signed by the duly authorized representatives of the parties.

7. This Assignment shall be binding on the parties hereto and their respective successors and assigns.
8. Except as otherwise provided under this Assignment, none of the parties hereto shall be entitled to assign this Assignment or any of its rights and obligations hereunder without the prior written consent of the other party.
9. This Assignment shall be governed by and construed in accordance with the laws of New York and the parties hereto hereby submit to the non-exclusive jurisdiction of New York courts.
10. Time shall be of the essence of this Assignment.


IN WITNESS WHEREOF, this Assignment of the Patent and interest in and duties arising under the Patent have been duly executed by Assignor and Assignee as of the day and year first above written.

SIGNED by: Charles Chan  
 For and on behalf of  
 Standard Ceramics, Inc.,  
 Assignor  
 In the presence of

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 )  
 )

Assignment Accepted:

SIGNED by Top Standard Nominees Ltd. )  
 For and on behalf of )  
 Cyber Profile Limited )  
 Assignee, )  
 In the presence of )

For and on behalf of  
 達信代理人有限公司  
 TOP STANDARD NOMINEES LIMITED  
 .....  .....  
 Authorized Signature(s)