

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Suncon Toys Industry Co Ltd	03/19/2005
RECEIVING PARTY DATA	
Name:	RadioShack Corporation
Street Address:	Riverfront Campus World Headquarters
Internal Address:	300 RadioShack Circle
City:	Forth Worth
State/Country:	TEXAS
Postal Code:	76102-1964
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6620023
CORRESPONDENCE DATA	
Fax Number:	(214)200-0853
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9727398630
Email:	ipdocketing@haynesboone.com
Correspondent Name:	Dave R. Hofman
Address Line 1:	Haynes and Boone, LLP
Address Line 2:	901 Main Street, Suite 3100
Address Line 4:	Dallas, TEXAS 75202
ATTORNEY DOCKET NUMBER:	2030.88 (6,620,023)
NAME OF SUBMITTER:	Dave R. Hofman
Total Attachments: 8 source=Assignment 6620023#page1.tif source=Assignment 6620023#page2.tif	

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U.S. Pat. No. 6,620,023

INTELLECTUAL PROPERTY AGREEMENT

This Intellectual Property Agreement ("Agreement") is between Suncon Toys Industry Co. Ltd. ("Suncon"), a private limited company having a place of business in Kowloon, Hong Kong, and RadioShack Corporation ("RadioShack"), a Delaware corporation having a place of business at Riverfront Campus World Headquarters, 300 RadioShack Circle, Fort Worth, Texas 76102-1964, United States of America.

WHEREAS, Suncon has performed, and may continue to perform; certain development, design, manufacturing and/or other services (the "Services") related to ZipZaps toys and/or other miniature remote-controlled toy vehicles (the "Toys"), whether for or on behalf of RadioShack, Suncon and/or other parties;

WHEREAS, the term "Effective Date" herein means the date of the last signature below or the date of the last signature on any exhibit referred to herein, whichever is earliest;

WHEREAS, the term "Termination Date" herein means that date on which Suncon ceases to perform the Services on behalf of RadioShack, Suncon or any other party, that date upon which Suncon fulfills all obligations to RadioShack related to the Services and/or the Toys to the satisfaction of RadioShack, or that date upon which a full financial accounting and settlement between Suncon and RadioShack has closed, whichever is latest; and

WHEREAS, Suncon acknowledges and agrees that it is obligated to assign to RadioShack all work product, intellectual property assets and associated goodwill related to the Services and/or the Toys.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Suncon and RadioShack agree as follows:

1. Suncon hereby declares that: (1) Suncon, its successors, assigns and legal representatives, including employees and independent contractors thereof, separately or collectively, have no complete or partial right, title or interest, throughout the world, in and/or to any of the subject matter of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 and 1.7 below; or, alternatively, (2) Suncon hereby assigns, transfers and conveys to RadioShack, its successors, assigns and legal representatives, any right, title and interest of or possessed by Suncon, its successors, assigns and legal representatives, throughout the world, in and to any of the subject matter of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 and 1.7 below.

U.S. Pat. No. 6,620,023

- 1.1 All technology, work product, intellectual property assets and associated goodwill related to:

United States Patent No. 6,620,023

directed towards and entitled

MODEL CAR WITH TILT AND LIFT SUSPENSION

(the "'023 Patent"), and any improvement and/or invention described therein, including without limitation, original works of authorship, ideas, know-how, processes, designs, computer programs, source code, object code, photographs, illustrations, developments, trade secrets, discoveries, improvements and inventions that were authored, conceived, expressed, created, developed, made, reduced to practice or completed by Suncon, its affiliates, employees, and/or independent contractors, alone or with others ("Work Product").

- 1.2 All intellectual property rights arising out of or related to the '023 Patent and/or any Work Product, including without limitation, copyrights, trade secrets, trademarks (and all associated goodwill), all existing, pending and/or future patents and patent applications (and all divisions, reissues, reexaminations, renewals, substitutions, continuations, continuations-in-part, requests for continued examination, and extensions thereof, including foreign counterparts) and improvements and/or inventions disclosed therein, and all other intellectual and proprietary rights, ("Intellectual Property").
- 1.3 Any and all rights to sue for and collect damages for any and all past, present and future copyright infringement, trademark infringement, patent infringement or any other form of infringement, misappropriation, or misuse of the Work Product or Intellectual Property.
- 1.4 Any and all rights to file applications and/or otherwise obtain patents, utility models, industrial models and designs for the Work Product and Intellectual Property throughout the world.
- 1.5 Any and all rights of priority regarding the Work Product and Intellectual Property.
- 1.6 Any and all rights to publish cautionary notices reserving ownership of the Work Product and Intellectual Property.
- 1.7 Any and all rights to register in appropriate registries with respect to the Work Product and Intellectual Property.

U.S. Pat. No. 6,620,023

2. Suncon covenants that, to the extent that Suncon may hold in the future all or partial right, title and/or interest in the Work Product or Intellectual Property, such right, title and/or interest will be, and is hereby, assigned to RadioShack.
3. Suncon covenants and agrees that Suncon will sign all lawful papers, make all rightful declarations and oaths, and generally do what is necessary and requested by RadioShack to enable RadioShack, its successors, legal representatives and assigns to obtain all right, title and interest in the Work Product and Intellectual Property (now or in the future), to record and enforce this Agreement, and to properly protect and enforce the Work Product and Intellectual Property.
4. Any Work Product and/or Intellectual Property conceived, expressed, created, developed, made, reduced to practice or completed by Suncon, alone or with others, within one (1) year following the Termination Date, will be deemed to be owned by RadioShack according to the terms described herein. Any Work Product and/or Intellectual Property conceived, expressed, created, developed, made, reduced to practice or completed by Suncon, alone or with others, at any time after the Effective Date will be owned by RadioShack according to the terms described herein, if such Work Product is based upon or incorporates any information or materials that are confidential or proprietary to RadioShack.
5. Suncon covenants and agrees that Suncon will cause any employee or independent contractor who will or has authored, conceived, expressed, created, developed, made, reduced to practice or completed any Work Product or Intellectual Property related to the '023 Patent, the Services and/or the Toys, whether alone or with others, to execute the intellectual property agreement in the form attached hereto as Exhibit A. Suncon represents, warrants, and covenants that it will take all necessary action, including without limitation, the payment of consideration, if any, to the applicable employee or independent contractor, to ensure that such intellectual property agreements are valid and enforceable by RadioShack.
6. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.
7. This Agreement shall inure to the benefit of and be binding on the successors and assigns of both parties.
8. No waiver or amendment of any provision of this Agreement will be valid or effective unless in writing signed by the party against whom enforcement is sought.

U.S. Pat. No. 6,620,023

9. In the event any provision of this Agreement is found to be unenforceable or invalid even after reformation to the extent permitted by applicable law and in accordance with the spirit and intent of this Agreement, such provision will be severable from this Agreement and will not affect the enforceability or validity of any other provision contained in this Agreement.
10. The prevailing party in any enforcement action in respect to this Agreement will be entitled to recover from the other party all costs of such enforcement action including, without limitation, reasonable attorneys' fees, court costs and costs of appeal.
11. Suncon agrees that it would be impossible or inadequate to measure and calculate RadioShack's damages from any breach of this Agreement by Suncon. Accordingly, in the event of a breach of this Agreement by Suncon, RadioShack will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach, and the right to specific performance of any provision of this Agreement. Suncon further agrees that no bond or other surety will be required in order to obtain such relief, and hereby consents to the issuance of such injunction and to any order of specific performance.
12. By this Agreement, Suncon and RadioShack request the United States Patent and Trademark Office Commissioner of Patents to issue any Letters Patent granted upon the Work Product or Intellectual Property, including without limitation any Letters Patent granted upon any portion of the Work Product or Intellectual Property set forth in any pending application, to RadioShack, its successors and assigns.

IN WITNESS WHEREOF, Suncon and RadioShack have caused this Intellectual Property Agreement to be executed by their duly authorized representatives as of the Effective Date.

Suncon Toys Industry Co. Ltd.

By: Name: BILL YEUNGTitle: EXECUTIVE DIRECTORDate: 3/19/05

RadioShack Corporation

By: Name: Robert BowmanTitle: Vice President MarketingDate: 7/27/2005

U.S. Pat. No. 6,620,023

EXHIBIT A: INTELLECTUAL PROPERTY AGREEMENT

This Intellectual Property Agreement ("Agreement") is between _____ ("Employee"), an employee or independent contractor of Suncon Toys Industry Co. Ltd. ("Suncon"), a private limited company having a place of business in Kowloon, Hong Kong, and RadioShack Corporation ("RadioShack"), a Delaware corporation having a place of business at Riverfront Campus World Headquarters, 300 RadioShack Circle, Fort Worth, Texas 76102-1964, United States of America.

WHEREAS, Employee has performed, and may continue to perform, certain development, design, manufacturing and/or other services (the "Services") related to ZipZaps toys and/or other miniature remote-controlled toy vehicles (the "Toys"), whether for or on behalf of RadioShack, Suncon and/or other parties;

WHEREAS, the term "Effective Date" herein means the date of the last signature below or the date of the last signature on any agreement referring to this Agreement, whichever is earliest;

WHEREAS, the term "Termination Date" herein means that date on which Employee and Suncon have each ceased to perform the Services on behalf of RadioShack, Suncon or any other party, that date upon which Employee and Suncon have each respectively fulfilled all obligations to RadioShack related to the Services and/or the Toys to the satisfaction of RadioShack, or that date upon which a full financial accounting and settlement between Suncon and RadioShack has closed, whichever is latest; and

WHEREAS, Employee acknowledges and agrees that Employee is obligated to assign to RadioShack all work product, intellectual property assets and associated goodwill related to the Services and/or the Toys.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employee and RadioShack agree as follows:

1. Employee hereby declares that: (1) Employee, its successors, assigns and legal representatives, separately or collectively, have no complete or partial right, title or interest, throughout the world, in and/or to any of the subject matter of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 and 1.7 below; or, alternatively, (2) Employee hereby assigns, transfers and conveys to RadioShack, its successors, assigns and legal representatives, any right, title and interest of or possessed by Employee, its successors, assigns and legal representatives, throughout the world, in and to any of the subject matter of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 and 1.7 below.

U.S. Pat. No. 6,620,023

- 1.1 All technology, work product, intellectual property assets and associated goodwill related to

United States Patent No 6,620,023

directed towards and entitled

MODEL CAR WITH TILT AND LIFT SUSPENSION

(the "'023 Patent"), and any improvement and/or invention described therein, including without limitation, original works of authorship, ideas, know-how, processes, designs, computer programs, source code, object code, photographs, illustrations, developments, trade secrets, discoveries, improvements and inventions that were authored, conceived, expressed, created, developed, made, reduced to practice or completed by Employee, alone or with others ("Work Product").

- 1.2 All intellectual property rights arising out of or related to the '023 Patent and/or any Work Product, including without limitation, copyrights, trade secrets, trademarks (and all associated goodwill), all existing, pending and/or future patents and patent applications (and all divisions, reissues, reexaminations, renewals, substitutions, continuations, continuations-in-part, requests for continued examination, and extensions thereof, including foreign counterparts) and improvements and/or inventions disclosed therein, and all other intellectual and proprietary rights, ("Intellectual Property").
- 1.3 Any and all rights to sue for and collect damages for any and all past, present and future copyright infringement, trademark infringement, patent infringement or any other form of infringement, misappropriation, or misuse of the Work Product or Intellectual Property.
- 1.4 Any and all rights to file applications and/or otherwise obtain patents, utility models, industrial models and designs for the Work Product and Intellectual Property throughout the world.
- 1.5 Any and all rights of priority regarding the Work Product and Intellectual Property.
- 1.6 Any and all rights to publish cautionary notices reserving ownership of the Work Product and Intellectual Property.
- 1.7 Any and all rights to register in appropriate registries with respect to the Work Product and Intellectual Property.

U.S. Pat. No. 6,620,023

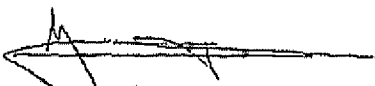
2. Employee covenants that, to the extent that Employee may hold in the future all or partial right, title and/or interest in the Work Product or Intellectual Property, such right, title and/or interest will be, and is hereby, assigned to RadioShack.
3. Employee covenants and agrees that Employee will sign all lawful papers, make all rightful declarations and oaths, and generally do what is necessary and requested by RadioShack to enable RadioShack, its successors, legal representatives and assigns to obtain all right, title and interest in the Work Product and Intellectual Property (now or in the future), to record and enforce this Agreement, and to properly protect and enforce the Work Product and Intellectual Property.
4. Any Work Product and/or Intellectual Property conceived, expressed, created, developed, made, reduced to practice or completed by Employee, alone or with others, within one (1) year following the Termination Date, will be deemed to be owned by RadioShack according to the terms described herein. Any Work Product and/or Intellectual Property conceived, expressed, created, developed, made, reduced to practice or completed by Employee, alone or with others, at any time after the Effective Date will be owned by RadioShack according to the terms described herein, if such Work Product is based upon or incorporates any information or materials that are confidential or proprietary to RadioShack.
5. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.
6. This Agreement shall inure to the benefit of and be binding on the successors and assigns of both parties.
7. No waiver or amendment of any provision of this Agreement will be valid or effective unless in writing signed by the party against whom enforcement is sought.
8. In the event any provision of this Agreement is found to be unenforceable or invalid even after reformation to the extent permitted by applicable law and in accordance with the spirit and intent of this Agreement, such provision will be severable from this Agreement and will not affect the enforceability or validity of any other provision contained in this Agreement.
9. The prevailing party in any enforcement action in respect to this Agreement will be entitled to recover from the other party all costs of such enforcement action including, without limitation, reasonable attorneys' fees, court costs and costs of appeal.

U.S. Pat. No. 6,620,023

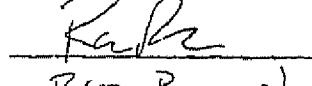
10. Employee agrees that it would be impossible or inadequate to measure and calculate RadioShack's damages from any breach of this Agreement by Employee. Accordingly, in the event of a breach of this Agreement by Employee, RadioShack will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach, and the right to specific performance of any provision of this Agreement. Employee further agrees that no bond or other surety will be required in order to obtain such relief, and hereby consents to the issuance of such injunction and to any order of specific performance.
11. By this Agreement, Employee and RadioShack request the United States Patent and Trademark Office Commissioner of Patents to issue any Letters Patent granted upon the Work Product or Intellectual Property, including without limitation any Letters Patent granted upon any portion of the Work Product or Intellectual Property set forth in any pending application, to RadioShack, its successors and assigns.

IN WITNESS WHEREOF, Employee and RadioShack have caused this Intellectual Property Agreement to be executed personally or by their duly authorized representatives as of the Effective Date.

Employee

By: 
Name: CHAN YEUNG
Title: SALES & MARKETING DIRECTOR
Date: 3/19/05

RadioShack Corporation

By: 
Name: ROGER BOWMAN
Title: Vice President Merchandising
Date: 7/27/2005