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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1595
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

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

1. Name of conveying party(ies):

Pat Y. Mah

2. Name and address of receiving party(ies)

Name: Daka Research Inc. (British Virgin Islands Corp)

Internal Address: P.O. Box 957

I

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Street Address: Offshore Incorporations Centre
Road Town, Tortola, British Virgin Islands

City: _____ State: _____ Zip: _____

Execution Date: 5/19/2004

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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.(s) D 468852 ; 6,808,288
6,729,744 ; 6,893,141

Additional numbers attached? ☐ Yes ☒ No

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

Name: Curt Harrington

Internal Address: Suite 250

Street Address: 6300 State University Drive

City: Long Beach State: CA Zip: 90815

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 160.00

- ☒ Enclosed Check No.4324 for \$160
Paid for the filing Fee
☐ Authorized to be charged to deposit account

8. Deposit account number:

08-0765

DO NOT USE THIS SPACE

9. Signature.

Curtis L. Harrington

Name of Person Signing

Signature

July 5, 2005

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

07/12/2005 ECOOPER 00000160 D468852

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40.00 DP

PATENT
REEL: 016745 FRAME: 0748

Dated the 19th day of May 2004

PAT Y. MAH
(the "Assignor")

and

DAKA RESEARCH INC.
(the "Assignee")

DEED OF ASSIGNMENT

KOO AND PARTNERS
in Association with
Paul, Hastings, Janofsky & Walker LLP
21st Floor, Bank of China Tower
One Garden Road
Hong Kong

THIS DEED OF ASSIGNMENT is made the 19th day of May 2004

BETWEEN

- (1) **PAT Y. MAH** of Unit 2, 42nd Floor, Waterfront, 1 Austin Road, Tsim Sha Tsui, Kowloon (the "Assignor");

AND

- (2) **DAKA RESEARCH INC.**, a company incorporated in the British Virgin Islands with its registered office situated at the offices of Offshore Incorporations Limited, P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands (the "Assignee")

WHEREAS

- (A) The Assignor is the legal and beneficial owner of the intellectual property as set out in the Schedule herein (the "Intellectual Property").
- (B) The Assignor has agreed to assign the Intellectual Property to the Assignee on the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED as follows :-

1. INTERPRETATION

In this Deed:-

- 1.1 references to this Deed are to this Deed of Assignment;
- 1.2 references to Clauses and the Schedule are to the clauses of and the schedule to this Deed; and
- 1.3 headings are for ease of reference only and do not form part of this Deed.

2. ASSIGNMENT

In consideration of the sum of HK\$ 1.00 now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor as legal and beneficial owner hereby assigns and transfers all right title and interest of and in the Intellectual Property and such other intellectual property rights as the Assignor may from time to time agree to assign to the Assignee, whether pending registration or otherwise, including all statutory and common law rights attaching thereto and the right to sue for past infringements and to retain any damages obtained as a result of such action, to the Assignee absolutely. The Assignee and its affiliates shall have the right to use the Intellectual Property and such other rights free of any encumbrances upon completion of this Assignment.

3. COVENANTS AND WARRANTIES

3.1 The Assignor covenants with and warrants to the Assignee as follows :-

- 3.1.1 the Assignor is the legal and beneficial owner of the Intellectual Property;
- 3.1.2 all registrations of the Intellectual Property are valid and subsisting and all renewal and other fees in respect thereof have been paid up to and including the date of this Assignment;
- 3.1.3 the Assignor has given no permission to any third party to use the Intellectual Property and is unaware of any use by any third party of the Intellectual Property or any rights similar to them in connection with the goods or services in respect of which the Assignor has used them;
- 3.1.4 there are no circumstances known to the Assignor howsoever arising which may result in the use of the Intellectual Property being liable to mislead the public;
- 3.1.5 the Assignor has not made any other assignment or purported assignment of the same or similar rights used in relation to the same or similar goods or services in respect of which the Intellectual Property has been used;
- 3.1.6 the Assignor does not own, nor is he aware of, any registered or unregistered Intellectual Property that are the same or similar to any of the Intellectual Property in any of the jurisdictions specified in the Schedule hereto; and
- 3.1.7 the Assignor does not know of any present or threatened litigation concerning the Intellectual Property.

3.2 The Assignor confirms that this Assignment is made with the goodwill attaching to the Intellectual Property and the goodwill of the business in which the Intellectual Property has been used by the Assignor.

4. WAIVER

The Assignor hereby irrevocably waives any right, interest, and benefit (whether present or future, whether legal or equitable and whether residual or otherwise) he may have in and under the Intellectual Property together with all rights or otherwise to be assigned to the Assignee in accordance with Clause 2.

5. POWER OF ATTORNEY

5.1 In order to enable the Assignee to obtain full benefit of the assignment and of the rights title and interest to be assigned pursuant to Clause 2, the Assignor hereby appoints and constitutes the Assignee as the Assignor's true and lawful attorney with full power of delegation and substitution (in the name of the Assignor or otherwise) to do and execute all such deeds, acts and things which the Assignee may require for perfecting title of or for vesting the full benefit of the interest of the Assignor in and concerning the Intellectual Property to the Assignee.

- 5.2 The Assignor hereby covenants that he will ratify and confirm all that the attorney shall lawfully do or cause to be done by virtue of these presents.

6. **UNDERTAKINGS**

- 6.1 The Assignor hereby undertakes that until all authorizations, approvals, consents, filings, registrations and other requirements of governmental or regulatory authorities, in connection with the approval of the Assignment having been obtained or effected such that the Assignee shall then have secured the right title and interest of and in the Intellectual Property, he will, for the benefit of the Assignee, hold the right title and interest of and in the Intellectual Property on trust, sue for any infringements or acts of passing-off in relation to the Intellectual Property, render all necessary assistance for enforcement purpose and to return any damages and costs so awarded to the Assignee.
- 6.2 The Assignor further undertakes to render all reasonable assistance, when requested or called upon, in relation to the use of the Intellectual Property, including and not limited to any actions, claims or proceedings which may be brought by or against the Assignee or by any third party.

7. **INDEMNITY**

The Assignor shall indemnify the Assignee against all and any loss, damages or costs sustained by the Assignee arising out of or in connection with any breach by the Assignor of any of his warranties as set out in this Deed and at the request of the Assignee, he shall provide all such reasonable assistance to enable the Assignee to resist any actions, claims or proceedings brought against the Assignee as a consequence of any such breach.

8. **GOVERNING LAW AND JURISDICTION**

The Deed is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in relation to any proceedings arising out of or in connection with this Deed.

IN WITNESS whereof this Deed has been duly executed by the Assignor and the Assignee the day and year first above written.

THE ASSIGNOR

SIGNED, SEALED and DELIVERED by
PAT Y. MAH (holder of Hong Kong identity
card number P160541(4))

in the presence of:-



Fung Wing Yan
Koo and Partners
In Association with
Paul, Hastings, Jenofsky & Walker LLP
Solicitor, Hong Kong SAR

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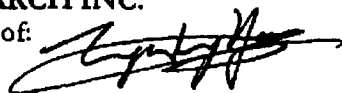



THE ASSIGNEE

SIGNED by Pat Y. Mah
on behalf of

DAKA RESEARCH INC.

in the presence of:



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