

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Daka Research, Inc.	02/14/2006
RECEIVING PARTY DATA	
Name:	DTR Advertising Far East Limited
Street Address:	138 Gloucester Road
Internal Address:	7/F., Allied Kajima Building
City:	Wanchai
State/Country:	HONG KONG
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6729744
Patent Number:	6808288
Patent Number:	6893141
Patent Number:	D468852
Application Number:	10997241
Application Number:	11261073
CORRESPONDENCE DATA	
Fax Number:	(617)951-3927
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Michael Reinemann
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Address Line 2:	Cesari and McKenna LLP
Address Line 4:	Boston, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	130054-0000

CH \$240.00 6729744

**PATENT**

**500092835**

**REEL: 017448 FRAME: 0465**

NAME OF SUBMITTER:

Michael Reinemann

Total Attachments: 7

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DATED THIS 14<sup>th</sup> DAY OF FEBRUARY, 2006

DAKA RESEARCH, INC.

AND

DTR ADVERTISING FAR EAST LIMITED  
(previously known as Perfect Team International Limited)

AND

BRIGA GROUP (MACAO COMMERCIAL OFFSHORE)  
COMPANY LIMITED

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Assignment of Patents

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**SIDLEY AUSTIN**  
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8 Finance Street  
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Hong Kong  
Tel No. : (852) 2509 7888  
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HK1 338318v.1

**PATENT**  
**REEL: 017448 FRAME: 0467**

THIS ASSIGNMENT is made on this 14<sup>TH</sup> day of February, 2006.

BETWEEN :-

- (1) **Daka Research, Inc.**, a company incorporated in the British Virgin Islands and whose registered office is situate at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands ("Daka Research" or "Assignor");
- (2) **DTR Advertising Far East Limited** (previously known as Perfect Team International Limited), a company incorporated in Hong Kong and whose registered office is situate at 7/F., Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong (the "Assignee"); and
- (3) **Briga Group (Macao Commercial Offshore) Company Limited**, a Macao company with its principal office located at Avenida de Praia Grande, no. 421 Paria Grande Commercial Centre, 22/F., Room 2003 ("Briga").

WHEREAS :-

- (A) Daka Research, the Assignee and Briga entered into an Agreement Regarding Joint Ownership of Patents, Sales, Marketing and Distribution of Products, dated 24 October, 2005 (the "Agreement").
- (B) Pursuant to the Agreement, Daka Research assigned and transferred to the Assignee an equal, undivided interest in and to certain patents.
- (C) Daka Research has agreed to assign and transfer to the Assignee all its rights and interests in the Patents, as defined herein, in accordance with the terms of this Deed.

NOW THIS DEED WITNESSETH as follows :-

1. **DEFINITION AND INTERPRETATION**

- 1.1 Words and expressions used herein, unless otherwise expressed or required by context, shall have the following meanings:

Expressions

"Hong Kong"

"Patents"

Meanings

the Hong Kong Special Administrative Region of the People's Republic of China.

the patents as set out in the Schedule, some of which are currently jointly owned by Daka Research and the Assignee based on the Agreement

- 1.2 The headings to the Clauses of this Deed are for ease of reference only and shall be ignored in interpreting this Deed.
- 1.3 Reference to Clauses and Schedules are references to clauses of and schedules to this Deed.
- 1.4 Words and expressions in the singular include the plural and vice versa.
- 1.5 Reference to person include any public body and any body of persons, corporate or unincorporated.
- 1.6 Reference to ordinances, statutes, legislation or enactments shall be construed as a reference to such ordinances, statutes, legislation or enactments as may be amended or re-enacted from time to time and for the time being in force.

## **2. ASSIGNMENT**

2.1 In consideration of the exclusive manufacturing rights provided to Daka Research and its affiliated companies as set forth in the Supplementary Agreement, executed by the parties contemporaneously herewith, and relating to the products as defined in Schedule A to the Agreement, Daka Research hereby assigns and transfers absolutely to the Assignee all its proprietary rights, titles, interests and benefits over the Patents.

In addition, Daka Research hereby assigns to Assignee the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present and future infringements of the Patents.

## **3 LIMITATION AND FURTHER OBLIGATIONS**

- 3.1 If it is required under the applicable laws and regulations, [the Assignee] shall be responsible to arrange for any filing and/or registration of this Deed or the assignment hereunder or otherwise in the relevant jurisdictions in which the Patents have been registered and be responsible for all the expenses and fees in connection therewith. In such case, the effective date of the assignment as referred to in Clause 2.1 shall be effected upon the completion of the filings and/or registration.
- 3.2 Daka Research hereby agrees that it will not file or cause to be filed any divisional, continuation or continuation-in-part patent application that claims a benefit to any of the patents or patent applications listed on the Schedule.

## **4. WARRANTIES**

- 4.1 Each of the parties hereby warrants to the others that :-
  - (a) the person who signs this Deed for and on its behalf has been duly authorised and such authorisation has not been revoked before the date of this Deed:



- (b) save as stipulated in the Agreement, it has not granted any licences to any third party to use the Patents; and
- (c) it will as soon as practicable after being called upon by the other so to do execute all further assurances and do all deeds as may be reasonably required to perfect the title of the Assignee to the Patents.

4.2 Daka Research hereby warrants that the Schedule is a full and complete list of all patents and all pending patent applications that claim a benefit, directly or indirectly, to U.S. Patent Application Serial No. 10/112,848, filed Mar. 29, 2002, now U.S. Pat. No. 6,729,744. Daka Research also warrants and represents that it is the owner of the Patents set forth in the Schedule and has the authority to effectuate this Assignment.

*and patents of 6893,141, 10/997,241  
and 11/261,073 are in the process  
of applications*

5. MISCELLANEOUS

- 5.1 If at any time any one or more provisions hereof is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions hereof shall not thereby in any way be affected or impaired.
- 5.2 This Deed constitutes the entire agreement and understanding between the parties in connection with the subject matter of this Deed and supersedes all previous proposals, representations, warranties, agreements or undertakings relating thereto whether oral, written or otherwise.
- 5.3 Any variation, amendments or alterations to this Deed shall not be binding on the parties hereto unless the same were agreed to and signed by the parties hereto.
- 5.4 Save and except as stated in this Deed, all other provisions of the Agreement shall remain in full force and effect and binding on the parties thereto.
- 5.5 This Deed shall be governed by and construed in accordance with the laws of Hong Kong and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

IN WITNESS whereof the parties have executed this Assignment the day and year first above written.

**The Assignors**

SEALED with the COMMON SEAL of )  
Daka Research, Inc. and SIGNED by )  
*Raymond Chow* )  
its director for and on its behalf )  
in the presence of :- )

*[Signature]*

For and on behalf of  
DAKA RESEARCH INC.

*[Signature]*  
.....  
Authorized Signature(s)

SEALED with the COMMON SEAL of )  
DTR Advertising Far East Limited )  
and SIGNED by )  
*[Signature]* )  
its director for and on its behalf )  
in the presence of :- )

For and on behalf of  
DTR ADVERTISING FAR EAST LIMITED

*[Signature]*  
.....  
Authorized Signature(s)

SEALED with the COMMON SEAL of )  
Briga Group (Macao Commercial )  
Offshore) Company Limited )  
and SIGNED by )  
*Rose Chow* )  
its director for and on its behalf )  
in the presence of :- )

*[Signature]*

For and on behalf of  
BRIGA GROUP (MACAO COMMERCIAL OFFSHORE) COMPANY LIMITED

*[Signature]*  
.....  
Authorized Signature(s)

SCHEDULE

(the "Patents")

US Patent No. : 6,729,744

Application no.: 10/112,848  
Filed: March 29, 2002  
Issued: May 4, 2004  
Title: Faraday Flashlight;

US Patent No. : 6,808,288

Application no.: 10/392,657  
Filed: March 19, 2003  
Issued: October 26, 2004  
Title: Faraday Flashlight;

U.S. Patent No. 6,893,141;

Application No. 10/619,219  
Filed: July 14, 2003  
Issued: May 17, 2005  
Title: Faraday Flashlight

U.S. Patent Application. Ser. No. 10/997,241

Filed: November 24, 2004

Title:

U.S. Patent Application Ser. 11/261,073

Filed October 28, 2005

Title:

U.S. Design Pat. No. D468852

Application No.:

Filed:

Issued: January 14, 2003

Title: FLASHLIGHT

and 



all divisional, continuation, continuation-in-part, and other applications filed in the United States that claim the benefit of or to one or more of the foregoing patents or patent applications, and all reissues of said patents or of any patent(s) issuing with respect thereto.