

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
CITY UNIVERSITY OF HONG KONG	07/27/2006
RECEIVING PARTY DATA	
Name:	CITYU RESEARCH LIMITED
Street Address:	83 Tat Chee Avenue, Kowloon
Internal Address:	Room 4119, Cheng Yick Chi Building
City:	Hong Kong
State/Country:	CHINA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11610860
CORRESPONDENCE DATA	
Fax Number:	(518)452-5579
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5184525600
Email:	jac@hrfmlaw.com
Correspondent Name:	Stephen M. Hladik
Address Line 1:	5 Columbia Circle
Address Line 2:	Heslin Rothenberg Farley & Mesiti P.C.
Address Line 4:	Albany, NEW YORK 12203
ATTORNEY DOCKET NUMBER:	2055.018A
NAME OF SUBMITTER:	Stephen M. Hladik
Total Attachments: 17 source=2055018A_ASG02Licensing#page1.tif source=2055018A_ASG02Licensing#page2.tif source=2055018A_ASG02Licensing#page3.tif	

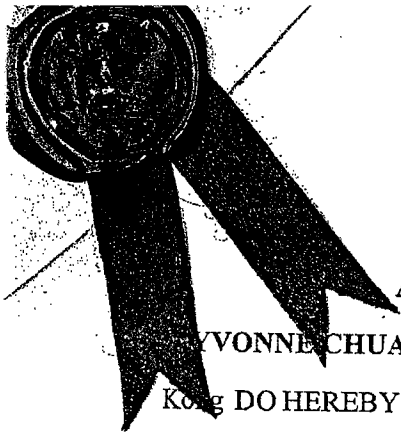
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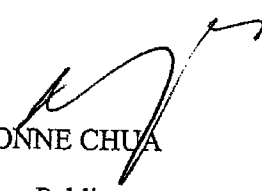
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ALL TO WHOM THESE PRESENTS SHALL COME,  
YVONNE CHUA Notary Public, duly admitted, authorised and sworn, practising in Hong  
Kong DO HEREBY CERTIFY that the document annexed hereto is a true and complete copy  
of the original.

IN TESTIMONY whereof I have  
hereunto subscribed my name and affixed  
my Seal of Office this 23<sup>rd</sup> day of October  
in the year of our Lord Two thousand and  
six.



  
YVONNE CHUA  
Notary Public,  
HONG KONG, SAR.

Dated the 27<sup>th</sup> day of July 2006

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**AGREEMENT**

\*\*\*\*\*

This Agreement is made the 27<sup>th</sup> day of July 2006

**BETWEEN**

- (1) CITY UNIVERSITY OF HONG KONG of Tat Chee Avenue, Kowloon, Hong Kong ("City University")

AND

- (2) CITYU RESEARCH LIMITED whose registered office is at Room 4119, Cheng Yick Chi Building, 83 Tat Chee Avenue, Kowloon, Hong Kong ("CityUR")

**WHEREAS**

- A. City University is the proprietor of the Patents and Know-How.
- B. City University is desirous of granting to CityUR and CityUR is desirous of accepting an exclusive licence to exploit the Patents and Know-How under the terms and conditions of this Agreement with a right to sub-license any of such rights to any third party/parties.

**NOW IT IS AGREED BY THE PARTIES as follows:-**

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following terms shall have the meanings respectively given to them below:-

"Confidential Information" means the Know-How, the inventions mentioned in Schedules 1 and 2 of this Agreement and all other information including but not limited to financial and marketing information relating to the Products, the Services, and/or any information which is being treated by the disclosing party as confidential (whether

or not marked as such) or proprietary; any information which, due to the nature of the information or the circumstances of disclosure, a person exercising reasonable business judgment would understand to be confidential;

"Effective Date"

means the date of signing this Agreement;

"Force Majeure"

means any act, event, omission or accident beyond the reasonable control of the party whose performance is affected including but not limited to fire, flood, explosion, storm, earthquake, embargo, civil riot, insurrection, act or order or requirement of any government or political sub-division;

"Patents"

mean (i) those patents which have been issued and are pending as of the Effective Date and which are more particularly set out in Schedules 1 and 2 hereto; (ii) all future patent applications which are to be filed by City University after the Effective Date of this Agreement and which result from research sponsored by CityUR or City University and conducted by Professor Ron Hui and are directly related to Wireless Charging Platform Technology; (iii) all patents that issue on any of the applications referenced in the preceding clause (ii); (iv) all extensions, continuations, divisionals, re-examinations, re-issues of the foregoing patents and patent applications, and patents that issue thereon; and (v) all foreign counterpart patents and patent applications of any of the foregoing;

"Hong Kong"

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

"Know-How"

means technical information, know-how, engineering data, innovation, trade secrets and other information directly related to Wireless Charging Platform Technology resulting from research sponsored by

CityUR or City University and conducted by Professor Ron Hui prior to or conducted or to be conducted by Professor Ron Hui;

“Products” mean any products which are produced by exploiting any of the Patents and/or the Know-How;

“Services” mean any services which are provided by exploiting any of the Patents and/or Know-How;

“Sub-licensee” means any sub-licensee appointed by CityUR pursuant to clause 2.1 of this Agreement;

“Territory” means worldwide; and

“Wireless Charging Platform Technology” means any and all technology related to a wireless platform that is used to charge a power source of an electronic device through the generation of an electromagnetic field.

- 1.2 The headings of the clauses herein are inserted for reference only and shall be ignored in the interpretation of the clauses.
- 1.3 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include body corporate, unincorporated, associations and partnerships.
- 1.4 The Schedule shall form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement; and any reference to this Agreement shall include the Schedule.

## **2. Grant of Licence**

- 2.1 In consideration of CityUR's obligation to pay City University the royalties as set out in clause 6 below, City University hereby grants to CityUR an exclusive license to:-

- (a) exploit the Patent and the Know-How;
- (b) market, distribute and sell the Products; and
- (c) market and provide the Services

in the Territory with a right to sub-license any of the above rights to any third party.

2.2 City University understands that CityUR shall sub-license the rights granted in clause 2.1 above to third party/parties.

2.3 CityUR acknowledges that all rights granted by City University to CityUR are on an "as is basis" and City University makes no representations, warranties, express or implied in relation to matters including but not limited to non-infringement of any third parties' rights and/or practical applicability and/or enforceability of the Patents, Know-How or any of them or that final patents may or will be issued based on the patent applications listed in Schedules 1 and 2 hereto.

### 3. CityUR's Obligations

3.1 CityUR shall use its best efforts to market and sublicense the Patents and Know-hows to reputable companies and shall procure that its Sub-licensee shall:-

- (a) use its commercially reasonable efforts to manufacture (or have manufactured) the Products in accordance with applicable industry standards of quality and workmanship for products of the same or similar nature;
- (b) use its commercially reasonable efforts to provide the Services in accordance with applicable industry standards for services of the same or similar nature;
- (c) use its commercially reasonable efforts to diligently market, promote and sell the Products and the Services in the Territory;
- (d) if it deems necessary to do so, to record itself (at its own costs and expense) as a licensee/sub-licensee (as the case may be) of the Patents with the relevant authority in any part of the Territory and City University shall provide all necessary assistance upon the request of CityUR to enable CityUR/Sub-licensee to be



recorded as a licensee/sub-licensee (as the case may be) of the Patents or any of them; and

- (e) comply with all laws, statutes, regulations and rules and obtain all necessary permits, licenses and consents of all government authorities necessary for the exploitation of the rights granted in clause 2.1 above.
- 3.2 CityUR shall, in its reasonable discretion, mark with the relevant patent or patent application number on all Products produced under this Agreement and/or all containers in which the Products are sold or dispatched.
- 3.3 CityUR shall, in its reasonable discretion, mark with the relevant patent or patent application number on all promotional materials relating to provision of the Services.

#### **4. City University Representations and Warranties**

City University represents and warrants to CityUR that:-

- (a) it has full power and authority to enter into and perform this Agreement and to grant to CityUR all rights herein granted;
- (b) it has not entered into, and will not enter into, any agreement that would interfere with or otherwise conflict with the terms and conditions of this Agreement; and
- (c) Schedules 1 and 2 are complete and accurate lists of all patents and patent applications owned by City University directly related to Wireless Charging Platform Technology, as of the Effective Date.

#### **5. Provision of Know-How**

- 5.1 City University shall promptly disclose or make available to CityUR all Know-How that City University has the right to disclose or make available to CityUR and that is in the reasonable opinion of City University necessary or useful for the exploitation by CityUR of the rights granted in clause 2.1 above.
- 5.2 The Know-How furnished by City University shall be used only for the purpose of

exploitation by CityUR of the rights granted in clause 2.1 above.

**6. Royalties**

In consideration of the grant of rights in clause 2.1 above, CityUR shall pay to City University a consideration which comprises of the total cost for the pursuance and exploitation of the patents and patent applications listed in Schedules 1 and 2 and an annual licensing and management fee which will be determined by City University from time to time.

**7. Further Research**

7.1 In the event that CityUR (through itself or other) sponsors further research relating to Wireless Charging Platform Technology to be conducted by City University, City University shall use its best efforts and good faith to engage and enter into a sponsored research agreement with CityUR. Such agreement shall provide that CityUR will own all inventions relating to Wireless Charging Platform Technology (including any and all corresponding patent rights) resulting from such research sponsored by CityUR.

7.2 City University will own all inventions relating to Wireless Charging Platform Technology (including any and all corresponding patent rights) resulting from research sponsored and conducted by City University. All such inventions will automatically be included in the Patents licensed to CityUR under this exclusive Agreement.

**8. Patent Prosecution and Maintenance**

8.1 For patents licensed under this Agreement and which have already been issued as of the Effective Date, City University shall continue to pay for all fees, costs and expenses (collectively, "Fees") including, but not limited to, attorney fees and maintenance costs. For patents licensed under this Agreement that are pending, but not yet issued, as of the Effective Date, City University shall continue to diligently prosecute such applications and pay for all Fees including, but not limited to, attorney fees and patent prosecution costs. If City University fails to perform the foregoing obligations, in whole or in part, CityUR will have the right, in its sole discretion, but not the obligation, to assume responsibility therefor. In such event, City University shall fully cooperate with CityUR and irrevocably

appoint CityUR as its lawful attorney to prepare, file and execute any documents as shall be necessary or desirable for the sole purpose of prosecuting such patent applications.

- 8.2 If CityUR desires for City University to file and prosecute patent applications to extend any of the issued patents or pending patent applications described in clause 8.1 above to additional countries or jurisdictions, then CityUR shall pay all Fees incidental to the prosecution of such patent applications and any maintenance costs of the resulting issued patents. City University shall provide the necessary technical manpower support in the prosecution of such patent applications under this clause.
- 8.3 As for any inventions described in clause 7.2 above for which City University has not filed a patent application, CityUR shall have the right, in its sole discretion, but not the obligation, to file patent applications to protect such inventions. If so filed by CityUR, such applications shall name City University as the owner of the patent applications. CityUR shall pay all Fees incidental to the prosecution of such patent applications and any maintenance costs of the resulting issued patents.
- 8.4 CityUR, at its sole discretion, can assign the rights described in clauses 8.1, 8.2 and 8.3 to its exclusive Sublicensee.
- 8.5 If City University files any patent applications or has issued in its name any patents directed to any field of technology that is a successor to, that would substantially replace, or that would otherwise materially undermine the commercial value of Wireless Charging Platform Technology or any products or services based on such technology (any of the foregoing, "Successor Patents"), then CityUR shall have a right of first refusal to obtain a exclusive license with a right to sublicense to exploit such Successor Patents.

## 9. Infringement

CityUR is entitled to take whatever action it deems fit with respect to any infringement or suspected infringement of the Patents and Know-How. If requested by CityUR, City University shall provide CityUR with all reasonable assistance for the purpose of any action brought by CityUR with respect to any such infringement or suspected infringement.

## 10. Confidentiality

- 10.1 Either party covenants to the other party to keep in strict confidence the content of this Agreement as well as any Confidential Information obtained by either party in the course of the parties' negotiation and implementation of this Agreement.
- 10.2 Either party undertakes that it shall limit the availability of the Confidential Information communicated to it by the other party only to those parties including its employees and/or contractors who have reasonable need to see it for the performance of the obligations under this Agreement and procure that all such parties having seen it or having access thereto are made aware of the obligations of secrecy attached hereto, and will procure each one of them has entered or will enter into a confidentiality agreement similar to the terms hereto to maintain secrecy in respect thereof.
- 10.3 The provisions of clause 10.2 shall not apply to Confidential Information which the receiving party of the Confidential Information:-
- (a) can prove to have been in its possession (other than under an obligation of confidence to the other or to a third party) at the date of receipt; or
  - (b) can prove that it has become public knowledge otherwise than through a breach of any obligation of confidentiality owed to the disclosing party; or
  - (c) can prove to have been rightfully communicated to the receiving party, without restrictions on use or disclosure, by a third party; or
  - (d) can prove that it was independently developed by the receiving party without use of any Confidential Information of the disclosing party; or
  - (e) is required to disclose by law or pursuant to a judicial order provided that before making any disclosure, the receiving party shall give the disclosing party reasonable written notice of such disclosure specifying the circumstances giving rise thereto.
- 10.4 The foregoing obligations will not restrict the receiving party from disclosing the content of this Agreement or any Confidential Information of the other party: (i) to its legal or financial advisors; (ii) as required under applicable securities regulations; or (iii) subject to customary confidentiality restrictions, to present or future providers of venture capital

and/or private investors in or acquirers of such party.

## **11. Duration**

This Agreement shall come into force on the Effective Date and shall last for the following period, unless sooner terminated as set forth in clause 12 below:-

- (a) in respect of the licence to exploit each of the Patents, the life of the respective Patents; and
- (b) in respect of the licence to exploit the Know-How, an indefinite period of time.

## **12. Termination and Effects of Termination**

- 12.1 Without prejudice to other rights of City University hereunder or under law, City University shall be entitled to terminate this Agreement forthwith by written notice in the event of CityUR's dissolution, debt reorganization, bankruptcy, insolvency, inability to pay its debts.
- 12.2 On termination of this Agreement CityUR shall immediately return to City University all Confidential Information in CityUR's possession or control.

## **13. Miscellaneous**

### **13.1 Notice**

Notices required to be given hereunder shall be in writing and in English and shall be given by registered mail, facsimile or email. Such notices shall be forwarded to the parties at their respective addresses and numbers set forth below or as the parties hereto may from time to time designate by written notice:

If to City University:	Name:	Professor Wong Sue Cheun, Roderick
	Address:	School of Graduate Studies City University of Hong Kong
	Facsimile:	2788-7716

Email: mawong@cityu.edu.hk

If to CityUR:

Name: Mr Wong Hon Yee  
Address: Technology Transfer Office  
City University of Hong Kong  
Facsimile: 2788-9119  
Email: ibhywong@cityu.edu.hk

Any notice given in accordance with the above shall be deemed to have been received:- if sent by mail on the 5<sup>th</sup> day after the date of mailing; and if sent by facsimile or email on the second 2<sup>nd</sup> day after the date of transmittal.

### 13.2 Entire Agreement

This Agreement constitutes the entire understanding between the parties with reference to the subject matter hereof and cancels and supersedes all previous agreements, written or oral, between the parties. No statements or agreements, oral or written, made prior to or at the signing hereof shall vary or modify the written terms hereof; and neither party shall at any time claim any amendment, modification or release from any provision hereof by mutual agreement, acknowledgement, or acceptance of order form, or otherwise, unless such amendment is in writing signed by both parties and makes specific reference to this Agreement.

### 13.3 Non-Waiver

No failure or delay on the part of either party to exercise any right, power or remedy hereunder shall operate as a waiver thereof. Any waiver by either party of any breach or default of the other shall not operate as a waiver of any other breach or default whether such breach or default is same as, similar to, or different from the default or breach waived.

### 13.4 Survival

Clauses 2.3, 4, 7, 10, 12.2 and 13 shall survive termination of this Agreement.

### 13.5 Severability

If any term, provision, or condition, or the application hereof to any circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the

application of such term, provision or condition to circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each of the other terms, provisions and conditions of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.

13.6 Force Majeure

In case of Force Majeure, the affected party shall immediately give written notice to the other party together with evidence thereof and specifying the period for which such Force Majeure event is estimated to continue, in which case the affected party shall be excused from the performance or punctual performance of the relevant part(s) of this Agreement for such estimated period of time.

13.7 Further Assurance

If deemed to be necessary by either party, the other party shall execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, all such further documents and instruments as such other party deems necessary for perfecting this Agreement and/or the bona fide consummation of the transaction contemplated hereby.

13.8 No Partnership

Nothing contained in this Agreement shall be construed so as to make the parties partners or joint venturers or to permit CityUR to bind City University to any agreement or purport to act on behalf of City University in any respect.

13.9 Governing Law

The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the laws of Hong Kong.

13.10 Jurisdiction

In case of disputes arising out of this Agreement, the competent court in Hong Kong shall adjudicate the disputed matters. The parties hereto hereby agree to submit to the exclusive jurisdiction of the Hong Kong courts.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto in duplicate,  
each party retaining one duplicate original.

SIGNED by *WONG SUE CHEUN, RODRICK* )

for and on behalf of )

CITY UNIVERSITY OF HONG KONG )

in the presence of:- *YENNY HUI YEE, ANNIE* )

*Annie*

*Rodrick Wong*

SIGNED by *WONG, HON-YEE* )

for and on behalf of )

CITYU RESEARCH LIMITED )

in the presence of:- *YENNY HUI YEE, ANNIE* )

*Annie*

*Hon-Yee Wong*



Schedule I

**List of Wireless Charging Platform Technology Patents Granted and Pending Patent Applications As At The Effective Date**

**A. Patents Granted**

Title/Inventor	Country	Filing Date (Serial No.)	Patent No. (Grant Date)	Remarks
1. Planar Printed-Circuit-Board Transformers with Effective Electromagnetic Interference (EMI) Shielding (Prof Ron Hui, Dr S C Tang)	US	15 June 2001 (09/883,145)	US6,501,364 (31 Dec 2002)	• Effective for 20 years until 15 June 2021
2. Planar Printed Circuit-Board Transformers with Effective Electromagnetic Interference (EMI) Shielding (Prof Ron Hui, Dr S C Tang)	US	28 Oct 2002 (10/282,335)	US6,888,438 (3 May 2005)	• Effective for 20 years until 22 December 2021
3. Planar Inductive Battery Charger (Prof Ron Hui)	UK	18 November 2002 (GB0226893.6)	GB2389720 (7 Sep 2005)	• Effective for 20 years until 18 November 2022
4. Battery Charging System (Secondary Modules) (Prof Ron Hui)	UK	10 March 2003 (0305428.5)	GB2399466 (16 Nov 2005)	• Effective for 20 years until 10 March 2023
5. Apparatus for Energy Transfer by Induction (Prof Ron Hui, Dr Sai Chun Tang)	UK	18 November 2002 (0226892.8)	GB2389767B (19 Apr 2006)	• Effective for 20 years until 18 November 2022

**B. Pending Patents Applications**

Title/Inventor	Country	Filing Date (Serial No.)	Remarks
1. Apparatus and Method for the Charging of Electrical Devices (Mr H Y Wong)	UK	5th December 2005 (0524790.3)	UK Provisional Application
2. Planar Inductive Battery Charger (PCT Application) (Prof Ron Hui)	International	10 June 2003 (PCT/AU03/00721)	Published by Australian Patent Office on 18 December, 2003 as publication no. WO 03/105308.

Title/Inventor	Country	Filing Date (Serial No.)	Remarks
3. Planar Inductive Battery Charger (Prof Ron Hui)	Europe	14 April 2005 (03724675.8)	Published by the European Patent Office on 29 June, 2005 as publication no. EP1,547,222.
4. Rechargeable Battery Circuit and Structure for Compatibility with a Planar Inductive Charging Platform (Prof Ron Hui)	i) US  ii) US	25 July 2005 (11/189,097)  23 September 2005 (11/234,045)	Result pending  This is a continuation-in-part application related to (i)
5. Auxiliary Winding for Improved Performance of a Planar Inductive Charging Platform (Prof Ron Hui)	UK	19 August 2005 (0517082.4)	Result pending
6. Planar Inductive Battery Charger (Prof Ron Hui)	US	10 December 2004 (11/009,478)	Results Pending
7. Planar Inductive Battery Charger (Prof Ron Hui)	Hong Kong	23 December 2005 (05111977.9)	Result pending

Schedule II

Transformer Patent

A. Patents Granted

Title/Inventor	Country	Filing Date (Serial No.)	Patent No. (Grant Date)	Remarks
1. Method of Operating a Coreless Printed-Circuit-Board (PCB) Transformer (issued as UK national patent from EP 0935263B).	UK		EP(GB)093526 3B (26 May 2004)	•
2. Method of Operating a Coreless Printed-Circuit-Board (PCB) Transformer (issued as German national patent from EP 0935263B).	Germany		DE69917504.6- 08 (26 May 2004)	•
3. Coreless PCB-based Transformers	PRC	4 February 1999 (99100579.1)	ZL99100579.1 (1 February 2006)	• Effective for 20 years until 4 February 2019

B. Pending Patents Applications

Title/Inventor	Country	Filing Date (Serial No.)	Remarks
1. Coreless Printed-Circuit-Board (PCB) Transformers and Operating Techniques Therefor	US	25 December 2005 (11/067,103)	

PATENT

RECORDED: 01/22/2007

REEL: 018785 FRAME: 0153