

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ian Fitzgerald	11/26/2007
RECEIVING PARTY DATA	
Name:	inMotion Design Limited
Street Address:	11a Trafalgar Street
City:	Lower Hutt
State/Country:	NEW ZEALAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29298047
CORRESPONDENCE DATA	
Fax Number:	(408)720-8383
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	408-720-8300
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ATTORNEY DOCKET NUMBER:	007744.P027
NAME OF SUBMITTER:	Stephen M. De Klerk
Total Attachments: 14 source=P027 - Assignment - Signed#page1.tif source=P027 - Assignment - Signed#page2.tif source=P027 - Assignment - Signed#page3.tif source=P027 - Assignment - Signed#page4.tif source=P027 - Assignment - Signed#page5.tif source=P027 - Assignment - Signed#page6.tif	

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IAN FITZGERALD

INMOTION DESIGN LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

DEED dated 26th November

2007

PARTIES

IAN FITZGERALD, a New Zealand citizen of 11a Trafalgar Street, Lower Hutt, New Zealand ("Assignor")

INMOTION DESIGN LIMITED, a New Zealand company whose registered office is located at ~~5/5a Rutherford Street~~, Lower Hutt, New Zealand ("Assignee")

11a Trafalgar Street

INTRODUCTION

- A. The Assignor has devised or contributed to the Design either during the course of employment with the Assignee or under a commission from the Assignee.
- B. The Assignor acknowledges that the Assignee is or should be the legal and beneficial owner of the Design and the Intellectual Property Rights.
- C. To the extent that the Assignor owns the Design or any Intellectual Property Rights, the Assignor has agreed to assign, and the Assignee has agreed to accept, the Design and such Intellectual Property Rights subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

"Copyright" means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and
- (b) any database rights,

comprising or relating to the Design as may exist anywhere in the world;

"Design" means the design described or depicted in the Schedule;

"Design Rights" means all rights in and to the designs to be applied to articles of or relating to the Design as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;

- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) any unregistered design rights; and
- (d) any semi-conductor topography or integrated circuit layout rights;

"Intellectual Property Rights" means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Design as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

"Invention" means any and all inventions in or relating to the Design;

"Know-How" means any information, knowledge, experience, data and designs in the possession of the Assignor of a confidential nature and not in the public domain relating to the Design or the process for making or using it; and

"Patent Rights" means all patent rights in and to the Invention as may exist or come into existence anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above; and
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted.

2. ASSIGNMENT

2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to:

- (a) the Design;
- (b) the Intellectual Property Rights; and
- (c) the Know-How and the full, unfettered and exclusive worldwide right to use the Know-How for any purpose whatsoever (including the filing of patent applications in respect of all or any part of it).

2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of:

- (a) all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, the right to sue for damages and other

legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed; and

(b) all rights of ownership of any materials that form part of the Know-How.

2.3 **Moral rights:** The Assignor waives all of the Assignor's moral rights arising from the Design throughout the world, to the extent that the Assignor may lawfully do so.

3. **KNOW-HOW**

3.1 **Provision of Know-How:** The Assignor will, at the request of the Assignee and to the extent outstanding:

- (a) disclose to the Assignee in writing all Know-How known to the Assignor;
- (b) provide all other reasonable assistance and information as may be reasonably necessary in order to assist the Assignee, or its nominee, to develop and make or use the Design; and
- (c) where possible, provide all original versions of the Design and any materials that form part of the Know-How.

3.2 **Confidentiality:**

- (a) The Assignor agrees to treat all information relating to the Design, the Know-How and the Intellectual Property Rights as secret and confidential.
- (b) Following the execution of this deed, the Assignor will not use, disclose or publish the information referred to in paragraph (a) above without the Assignee's prior written consent.
- (c) These obligations of confidentiality will not extend to any information that is or becomes generally available to the public through no act or default of the Assignor. However, the Assignor will promptly advise the Assignee where the Assignor becomes aware of any actual or potential loss of secrecy or confidentiality in respect of such information.

4. **IMPROVEMENTS**

4.1 **Disclosure:** Following the date of this deed, the Assignor, while employed by the Assignee or under any commission from the Assignee, will immediately disclose to the Assignee all improvements in, modifications of or additions to:

- (a) the Design;
- (b) any original artistic, literary or other works relating to the Design; and
- (c) any designs to be applied to the articles of or relating to the Design,

devised, created, designed, contributed to or acquired by the Assignor ("Improvements").

4.2 **Ownership of Improvements:**

- (a) The Assignee will exclusively own all Improvements and all intellectual property rights in such Improvements. To the extent that any Improvements and such intellectual property rights do not on their creation vest in the Assignee but vest in the Assignor, the Assignor will hold such Improvements and intellectual property rights on trust for the Assignee.
- (b) The Assignor will at any time, upon the Assignee's reasonable request and at the Assignee's expense, appropriately execute all documents necessary to:
 - (i) confirm the Assignee's ownership of the Improvements and all intellectual property rights in such Improvements; or
 - (ii) file a protective application for such Improvements and intellectual property rights and/or defend such protective application.

5. **EXECUTION OF DOCUMENTS AND FURTHER ACTIONS**

5.1 **Further actions:** If requested by the Assignee the Assignor will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to:

- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection of the Intellectual Property Rights, with the understanding and the intention that all rights, title and interest in and to such applications and any granted protection is to vest in the Assignee;
- (b) vest any such protection referred to in paragraph (a) in the Assignee;
- (c) amend, maintain or renew any such protection referred to in paragraph (a);
- (d) assist the Assignee to:
 - (i) enable enforcement of any of the Intellectual Property Rights (including obtaining all remedies as may be available for infringement of the Intellectual Property Rights);
 - (ii) defeat any challenge to the validity of any of the Intellectual Property Rights;
 - (iii) defend any opposition proceedings brought by a third party in respect of the Intellectual Property Rights; or
 - (iv) conduct opposition proceedings in respect of any application for intellectual property protection by a third party where such application may adversely affect the Assignee's ability to exploit the Intellectual Property Rights; and
- (e) otherwise implement and carry out the Assignor's obligations under this deed.

5.2 **Power of attorney:** The Assignor hereby irrevocably appoints the Assignee as the Assignor's attorney with full power to act in the Assignor's name and on the Assignor's behalf in fulfilling any of the matters set out in clause 5.1:

- (a) to the extent that the Assignor fails to do any of such matters after being called upon to do so by the Assignee; or
- (b) if the Assignee is unable, after making reasonable and proper inquiries, to locate the Assignor to request the fulfilment of such matters.

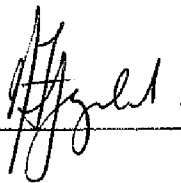
6. GENERAL

- 6.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.
- 6.2 **Entire agreement:** This deed contains the whole of the contract and understanding between the parties relating to the matters covered by it and supersedes all prior representations, agreements, statements and understandings between the parties relating to those matters, whether verbal or in writing.
- 6.3 **Facsimile counterparts:**
 - (a) This deed may be executed in any number of counterparts (including facsimile copies) all of which, when taken together, will constitute one and the same instrument.
 - (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution .
- 6.4 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED

Signed by IAN FITZGERALD in the presence of

Signature



WITNESS

Signature:



Name:

Mark Vincent Phillips

Address:

15 Trafalgar Street Lower Hutt

Occupation:

Real Estate Salesperson.



SCHEDULE

DESIGN

The vehicle depicted in the following Figures 1 to 7.



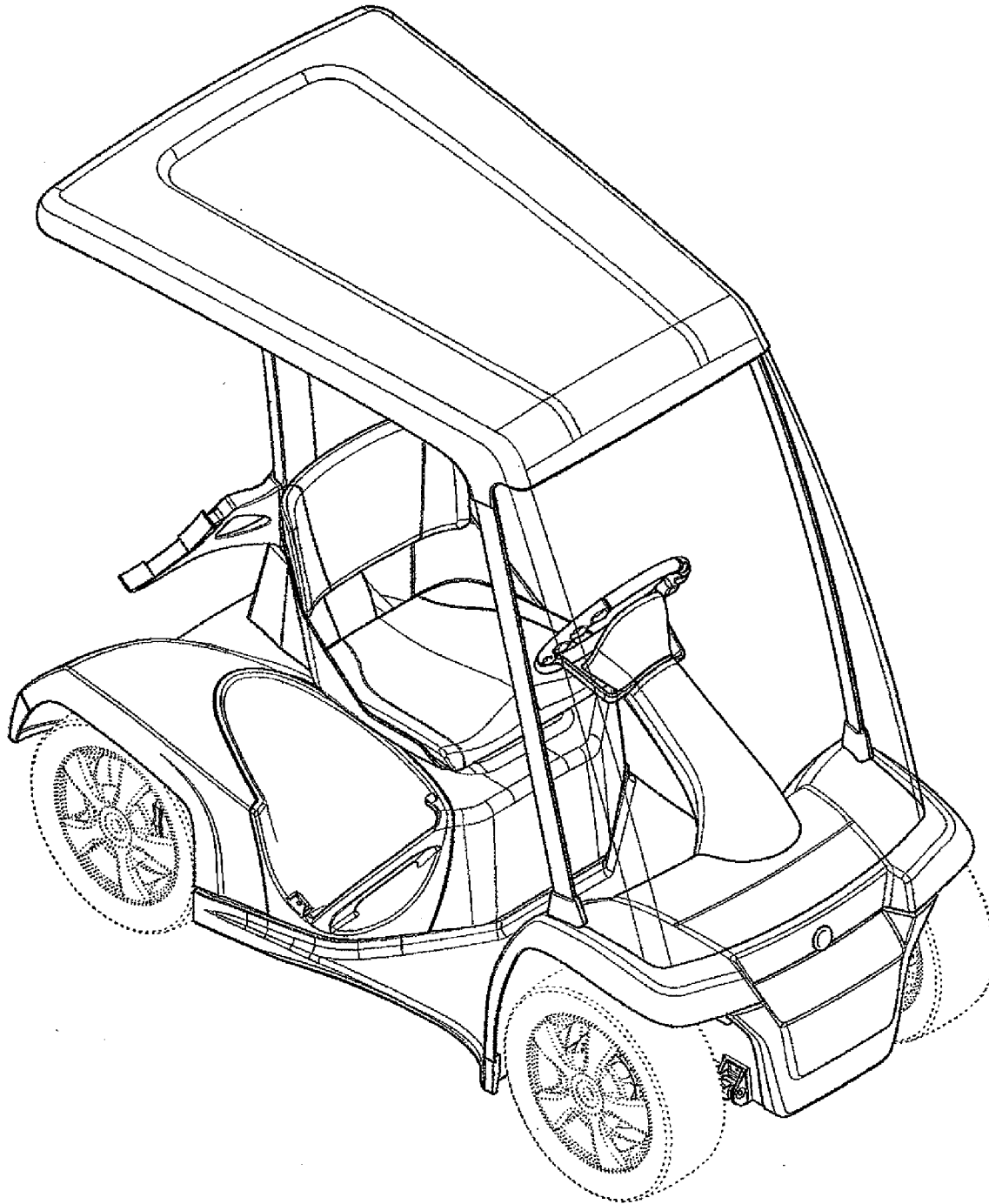


Figure 1

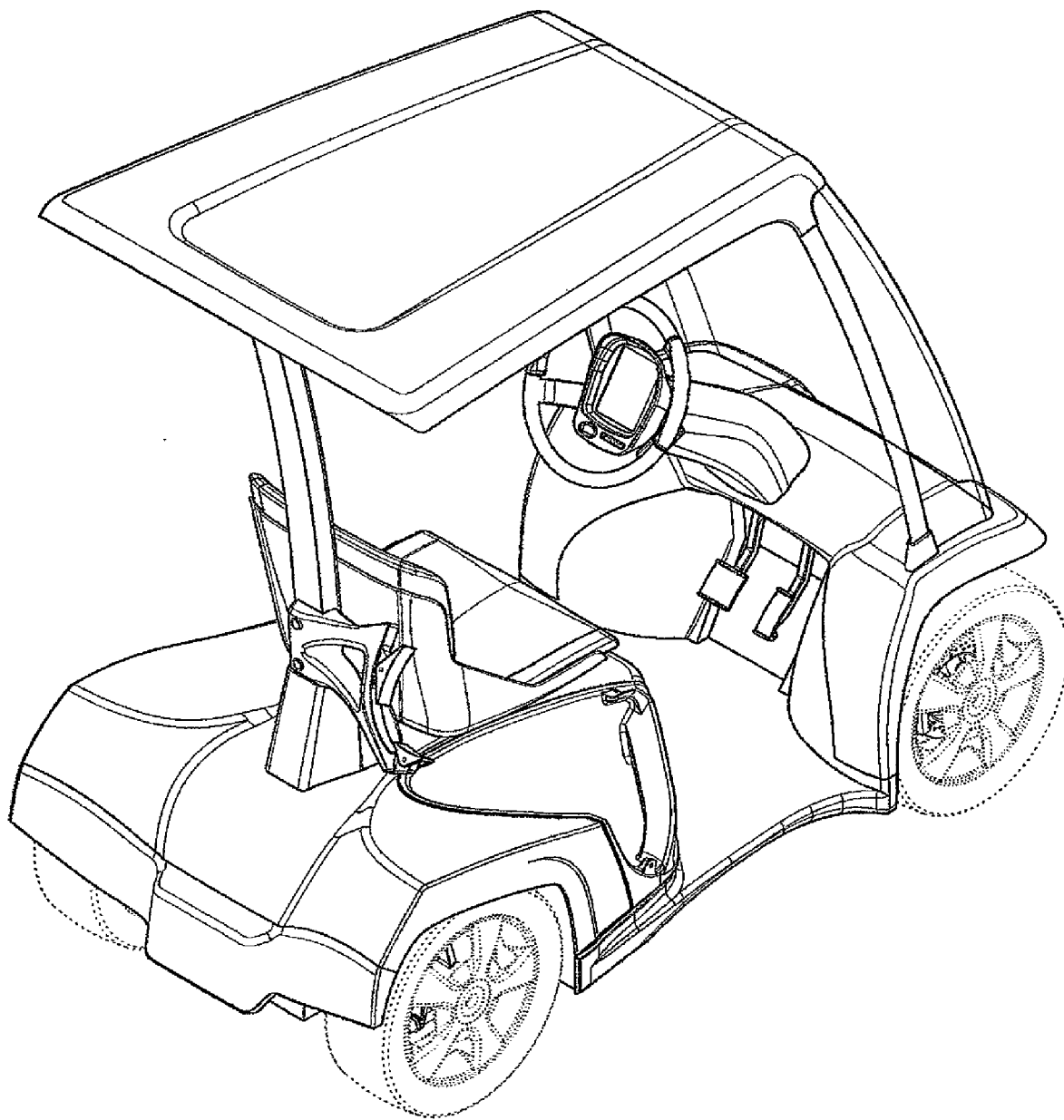


Figure 2

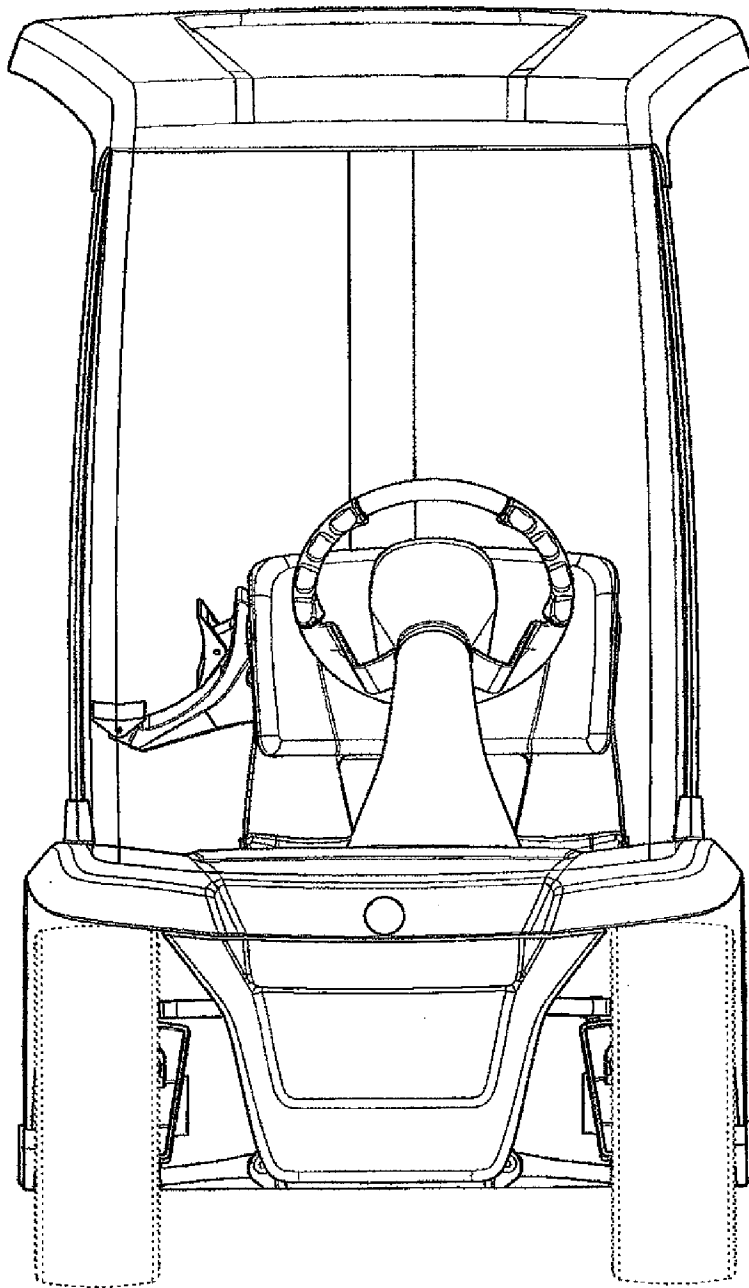


Figure 3

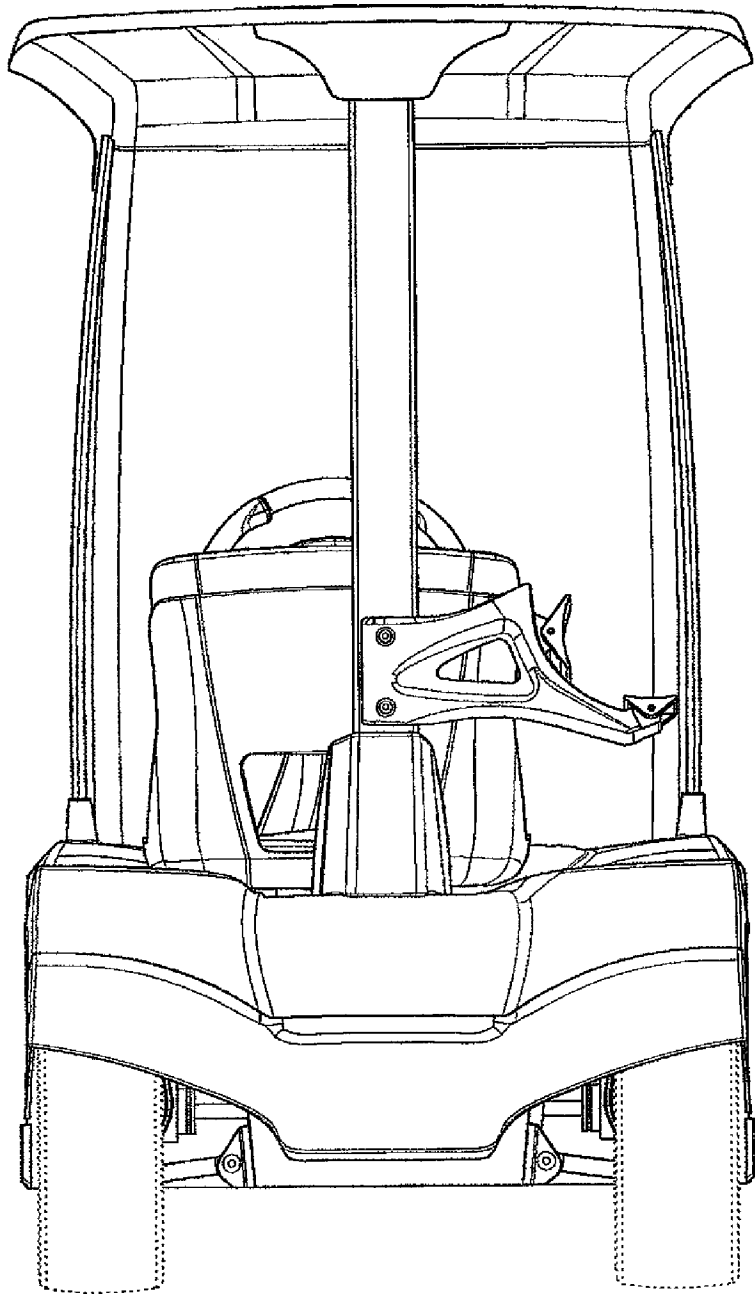


Figure 4

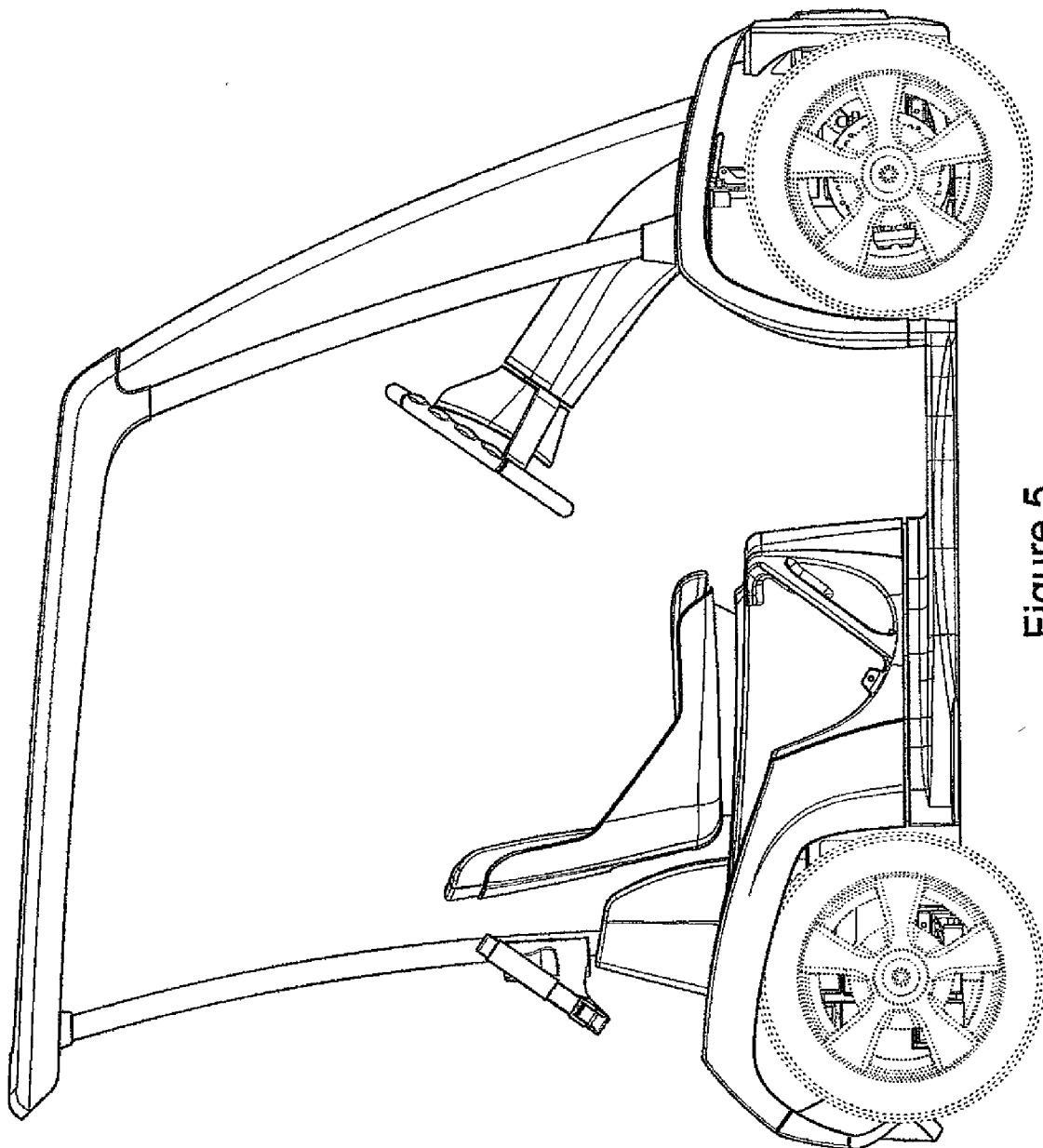


Figure 5

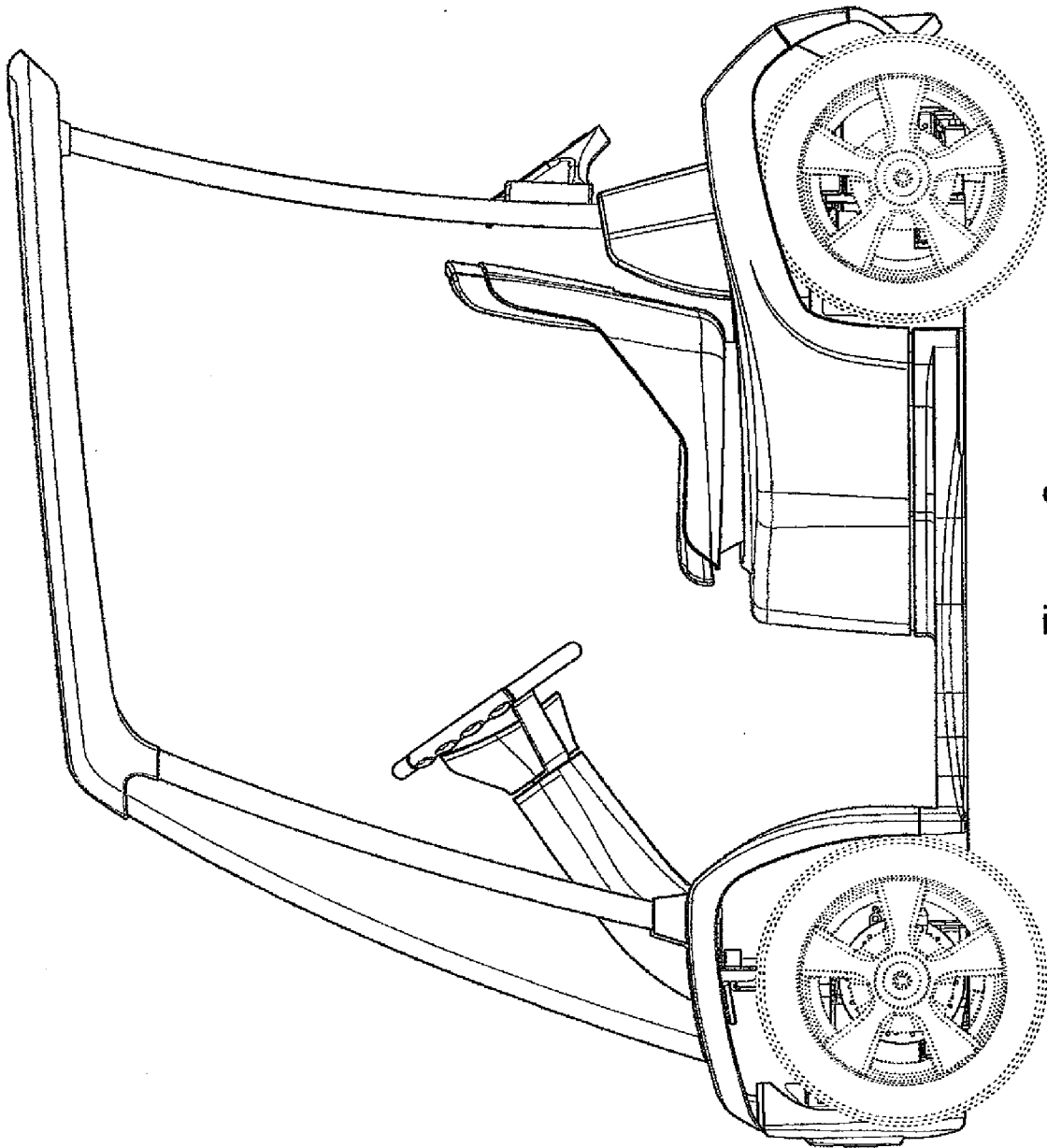


Figure 6



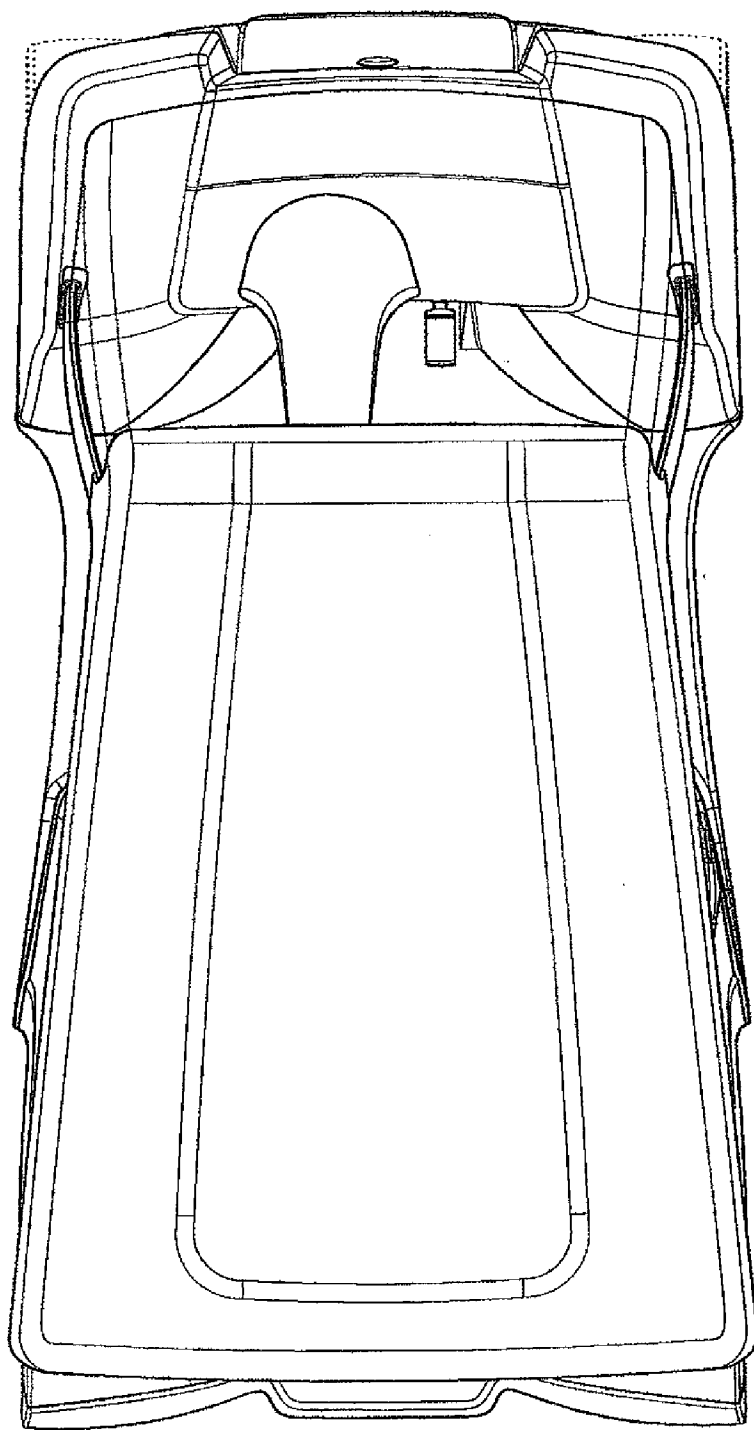


Figure 7

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