

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Reviver Technologies Limited (Company #4020328)	06/11/2007
RECEIVING PARTY DATA	
Name:	PC Help Centre Limited (Company #5442751)
Street Address:	Alban House, 99 High Street South
City:	Dunstable, Bedfordshire
State/Country:	UNITED KINGDOM
Postal Code:	LU6 3SF
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6367035
CORRESPONDENCE DATA	
Fax Number:	(650)572-9507
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-572-9501
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Correspondent Name:	Stephen Knauer
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NAME OF SUBMITTER:	Stephen Knauer
Total Attachments: 9 source=Reviver to PCHC Assignment 11th June 2007 (2)#page1.tif source=Reviver to PCHC Assignment 11th June 2007 (2)#page2.tif source=Reviver to PCHC Assignment 11th June 2007 (2)#page3.tif source=Reviver to PCHC Assignment 11th June 2007 (2)#page4.tif source=Reviver to PCHC Assignment 11th June 2007 (2)#page5.tif source=Reviver to PCHC Assignment 11th June 2007 (2)#page6.tif source=Reviver to PCHC Assignment 11th June 2007 (2)#page7.tif	

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PATENT
REEL: 020753 FRAME: 0072

11th June 2007

(1) PC HELP CENTRE LIMITED

and

(2) REVIVER TECHNOLOGIES LIMITED

ASSIGNMENT
of inventions the subject of
US 6367035; DE 6971068; GB 2313931
and intellectual property rights based thereon

THIS ASSIGNMENT is made as a deed on 11th June 2007

BETWEEN:

- (1) **PC HELP CENTRE LIMITED** whose company registration number in England and Wales is 5442751 and whose registered office is at 3a Brittany Court, Dunstable, Bedfordshire ("PCHCL"), and
- (2) **REVIVER TECHNOLOGIES LIMITED** whose company registration number in England and Wales is 4020328 and whose registered office is at of 140 High St South, Dunstable, Bedfordshire, LU6 3HR (the "Assignor").

RECITALS:

- (A) The Assignor is the legal owner of the Patents (as defined below) and other intellectual property rights comprised in the IPR (as defined below).
- (B) The Assignor has agreed to assign the IPR to PCHCL on the terms of this Agreement and a Commercialisation Agreement made between the parties and dated the same date as this Agreement.

TERMS AGREED:

1. Definitions

1.1 In this Agreement the following words and expressions shall have the following meanings:

"Effective Date" means the date of this Assignment;

"Inventions" means the inventions which are the subject of the Patents set out in the Schedule;

"IPR"

means the Patents and any know how, copyright, registered design rights, unregistered design rights, database rights and any other intellectual property rights relating to the Patents;

"Patents"

- (i) the patents specified in Schedule 1; and
- (ii) any patents corresponding to such patents which may be granted to or made by PCHCL in other countries; and
- (iii) any reissues or extensions of such patents.

1.2 In this Agreement the singular shall, where the context so permits, include the plural and *vice versa*. Headings to clauses are added for convenience only and shall not affect the construction or interpretation of clauses. References in this Agreement to clauses and the Schedule are to clauses of and the schedule to this Agreement.

2. **Assignment**

2.1 The Assignor hereby assigns as at the Effective Date to PCHCL with full title guarantee:

2.1.1 the Inventions and the IPR and all his rights and interests therein, together with the full, unfettered, and exclusive right to use the same for any purpose; and

2.1.2 any improvement or enhancement to the Inventions of which the Assignor is or becomes the owner during the applicable priority period of each Patent comprising a patent application or other patent applications claiming priority from any of the Patents under the Patents Act 1977 or any International Convention or Treaty; and

2.1.3 the right to apply for and obtain patent or other similar protection in any

territory, or group of territories, in respect of the Inventions and the IPR and the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any part of the IPR (whether committed before or after the date of this Agreement); and

2.1.4 the right to claim priority under the International Convention for the Protection of Industrial Property for each country of the Union constituted by that Convention in which application(s) may be made by PCHCL.

3. Covenants

3.1 The Assignor covenants with PCHCL that:

3.1.1 he will (so far as necessary) permit and enable PCHCL to apply for, and will take all reasonable steps to assist PCHCL in obtaining, the grant of patent or other protection for the IPR, or like protection in respect of the Inventions, in any territory as may be required by PCHCL; and

3.1.2 he will, at the request and cost of PCHCL, execute all such documents and do all such acts as may reasonably be required by PCHCL to enable PCHCL or its nominee to enjoy the full benefit of the rights hereby assigned; and

3.1.3 he will promptly disclose the IPR to PCHCL.

4. Power of Attorney

4.1 The Assignor hereby appoints PCHCL to be his respective exclusive attorney, in his name and on his behalf, to execute and enter into all and any deeds, documents, instruments, and correspondence, and otherwise carry out such acts as may be necessary for the purposes of clause 3 at any time after the Effective Date. PCHCL shall have the full authority to appoint others to act under this power of attorney. The Assignor declares that anything done by PCHCL (or its agents) in connection with the Inventions and/or the IPR under this power of attorney shall be as valid and effective as if the same had been done by him.

5. **Warranties**

5.1 The Assignor warrants that as at the Effective Date, except as previously disclosed in writing to PCHCL, and having made due and careful enquiry:

5.1.1 the entire right, title, and interest, in and to the Inventions and the IPR are vested in him,; and

5.1.2 he is free to disclose the IPR to PCHCL; and

5.1.3 there are no options, agreements or other arrangements with third parties affecting such right, title, and interest; and

5.1.4 he is not aware of:

5.1.4.1 any facts or circumstances which might prevent the prosecution of any Patent application to grant or which might cause any third party to lodge an opposition to the grant of any patent in respect of any Patent application or dispute entitlement to the ownership of any Patent application; or

5.1.4.2 any use by any third party of the IPR prior to the Effective Date which might constitute an infringement of his rights therein; or

5.1.4.3 any other matter which would prevent, or limit, or in any other way affect, to a material extent the commercial exploitation of the IPR by PCHCL.

6. **General**

6.1 *Assignment*

The Assignor shall not assign, mortgage, charge or otherwise transfer any rights or obligations under this Agreement.

6.2 *Amendment*

This Agreement may only be amended in writing signed by duly authorised representatives of PCHCL and the Assignor.

6.3 *Further Action*

Each party agrees to execute, acknowledge and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

6.4 *Third Party Rights*

The parties to this Agreement do not intend that by virtue of the Contracts (Rights of Third Parties) Act 1999 any of the terms of this Agreement should be enforceable by a person who is not a party.

6.5 *Interpretation*

In this Agreement the headings are used for convenience only and shall not affect its interpretation. References to the singular include the plural and vice versa.

6.6 *No agency or relationship*

Neither party shall act or describe itself as the agent of the other, nor shall it make or represent that it has the authority to make any commitments on the other's behalf.

6.7 *Entire Agreement*

This Agreement set out the entire agreement between the parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter.

6.8 *Severance*

Each clause, term and provision of this Agreement shall be considered severable and if for any reason any clause, term or provision herein is determined to be invalid or unenforceable for any reason such determination shall not prejudice or impair the operation of or affect the remainder.

6.9 *Law and Jurisdiction*

This Agreement is to be read and construed in accordance with, and governed by, English law and the Parties submit to the exclusive jurisdiction of the English Courts.

THIS DEED is executed by the parties through their authorised signatories:

EXECUTED as a DEED by)

PC HELP CENTRE LIMITED)

acting by:)
.....)



Director/Authorised Signatory

Witness name and address: JEAN FORD

102 ALDBANKS

DUNSTABLE BEDS LUGBOLT

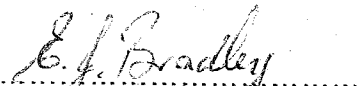


EXECUTED as a DEED by)

REVIVER TECHNOLOGIES LIMITED)

acting by:)

Adrian White)



Director/Authorised Signatory

.....
Secretary/Authorised Signatory

Territory	Status	Application Number	Application Date	Patent Number	Grant Date	Expiry Date
				US 6367035		
				DE 6971068		
				GB 2313931		

Patent # and issue or filing date

	Filing number	Issue or Filing Date	Country	Grant date	Grant Number	Expiry
1	97924163.5	03-06-1997	Germany	20/FEB/2002	69710618.7-08	03/Jun/2017
2	97924163.5	~	France	20/FEB/2002	0978037	03/Jun/2017
3	9611846	~	UK	06/SEP/2000	2313931	06/JUN/2016
4	97924163.5	~	UK	20/FEB/2002	0978037	03/Jun/2017
5	09/194964	~	US	02/APR/2002	6367035	03/Jun/2017