

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ice Robotics Limited	12/14/2007
RECEIVING PARTY DATA	
Name:	Green Source Automation LLC
Street Address:	3506 Moore Road
City:	Ceres
State/Country:	CALIFORNIA
Postal Code:	95307
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11307000
CORRESPONDENCE DATA	
Fax Number:	(713)652-2556
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Email:	marcee@lundeenpatents.com
Correspondent Name:	Daniel N. Lundeen
Address Line 1:	PO Box 131144
Address Line 4:	Houston, TEXAS 77219-1144
ATTORNEY DOCKET NUMBER:	ICE-01
NAME OF SUBMITTER:	Daniel N. Lundeen
Total Attachments: 10 source=Assignment to Green Source Automation, LLC#page1.tif source=Assignment to Green Source Automation, LLC#page2.tif source=Assignment to Green Source Automation, LLC#page3.tif source=Assignment to Green Source Automation, LLC#page4.tif source=Assignment to Green Source Automation, LLC#page5.tif	

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INTELLECTUAL PROPERTY RIGHTS ASSIGNATION

Between

ICE ROBOTICS LIMITED

and

GREEN SOURCE AUTOMATION LLC**McGrigors**

McGrigors LLP
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1 Bant Grey Street
EDINBURGH
EH3 9AQ

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INTELLECTUAL PROPERTY RIGHTS ASSIGNATION

between

- (1) **ICE ROBOTICS LIMITED** a company registered in Scotland with registered number SC195881 and having its registered office at 30-31 Queen Street, Edinburgh EH2 1JX (the "Assignor");
- (2) **GREEN SOURCE AUTOMATION LLC** a Californian limited liability company with registered number 200734510022 and having an agent for service of process at 3506 Moore Road, Ceres, CA 95307, USA (the "Assignee");

WHEREAS:

- (A) The Assignor is the proprietor and beneficial owner of the Intellectual Property Rights, as defined below.
- (B) On 2007, the Assignor, the Assignee, Andrew Peacock, Robert Boyce, IRSS (as defined below) and White Spark Holdings Limited entered into the Asset Purchase Agreement (as defined below) under the terms of which the Assignor agreed to assign the Intellectual Property Rights to the Assignee.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:-**1 DEFINITIONS**

- 1.1 In this Agreement, unless the context otherwise requires, the following defined terms shall have the meanings set out opposite them below:

"Agreement" means this intellectual property assignment together with the Schedule in three (3) parts;

"Asset Purchase Agreement" means the agreement dated 2007 among the Assignor, the Assignee, Andrew Peacock, Robert Boyce, IRSS and White Spark Holdings Limited whereby the Assignor agreed to sell certain of its business and assets and the Assignee agreed to purchase such business and assets;

"Business" means the business of developing, monitoring, selling and exploiting the IceTracker carried on by the Assignor at or prior to the Completion Date;

"Completion Date" means 14 December 2007 notwithstanding the date or dates of execution of this Agreement;

"IceTracker" means the vision sensor solution developed by the Assignor for locating and tracking the 3D position of the cow teats;

"IceTracker Software" means the Software identified in Part 3 of the Schedule (including without limitation the object code, the C or C++ source code and version history of such software);

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"Intellectual Property" means the intellectual property listed in Part 1 of the Schedule;

"Intellectual Property Rights" means any and all intellectual or industrial property rights (including but without prejudice to the foregoing generality, all copyright, design rights (whether registered or unregistered), database rights, patents, trade marks (whether registered or unregistered), semi-conductor topography rights, plant varieties rights, internet rights/domain names and rights in Know-How, confidential information and goodwill and any and all applications for registration of any of the foregoing) existing as at the Completion Date;

"IRSS" means IceRobotics Sensor Systems Limited, a company registered in Scotland with registered number SC331391 and having its registered office at 30-31 Queen Street, Edinburgh, EH2 1JX;

"Know-How" means all unpatented technical and other information including trade secrets, inventions, discoveries, processes and procedures, ideas, methods, concepts, formulae, specifications, flowcharts, procedures for experiments and tests and results of experimentation and testing; together with all common law or statutory rights protecting the same including by any action for breach of confidence and any similar or analogous rights to any of the foregoing whether arising or granted under the law of Scotland or any other jurisdiction which are related to the Business or IceTracker or required for the use of the IceTracker including without limitation the know-how detailed in Part 2 of the Schedule;

"Name" means the name "IceTracker" and any other name or names so similar thereto as to suggest an association or cause confusion with any of the foregoing name, and all goodwill associated with the foregoing; for the avoidance of doubt this will not prevent the Assignor continuing to use the names "Ice Robotics", "Ice Tag", "Ice Score" and the transfer of the right to use these names to IRSS; and

"Software" means any and all computer programs in both source and object code form, including all modules, routines and sub-routines thereof and all source and other preparatory materials relating thereto, including use requirements, functional specifications and programming specifications, ideas, principles, programming languages, algorithms, flow charts, logic, logic diagrams, orthographic representations, file structures, coding sheets, coding and including any manuals or other documentation relating thereto and computer generated works.

1.2 Interpretation and Construction

Save to the extent that the context or the express provisions of this Agreement require otherwise, in this Agreement:

- (a) words importing the singular shall include the plural and vice versa;
- (b) reference to a Clause is to a clause of this Agreement;
- (c) reference to the Schedule or Annexure or a Part of the Schedule is to the schedule or annexure or a part of the Schedule to this Agreement; and
- (d) any reference to this Agreement or to any other document includes reference to this Agreement or to that other document as amended, supplemented, assigned, or novated from time to time.

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1.3 Headings

The table of contents and the headings and sub-headings in this Agreement are included for convenience only and shall be ignored in construing this Agreement.

2 TRANSFER OF OWNERSHIP

2.1 The Assignor hereby assigns to the Assignee absolutely and as beneficial owner and free from all charges, encumbrances and liens with effect from the Completion Date:

2.1.1 all right, title and interest, past, present and future in and to the Intellectual Property and the Intellectual Property Rights therein;

2.1.2 all rights of action (whether actual or contingent) in respect of any past, present or future infringement of the Intellectual Property and the Intellectual Property Rights therein; and

2.1.3 the rights to apply and claim priority for, prosecute and obtain protection anywhere in the world in respect of the Intellectual Property and the Intellectual Property Rights therein.

3 FURTHER ASSURANCE**3.1 Further acts**

The Assignee shall at its own cost do and procure to be done all such further acts and things and execute and procure the execution of all such other documents as the Assignee may from time to time require for the purpose of giving the Assignee the full benefit of the assets, rights and benefits to be transferred to the Assignee under this Agreement.

3.2 Power of Attorney

The Assignor hereby irrevocably appoints the Assignee as its attorney to sign, execute and deliver on its behalf all deeds and documents and to do all acts and things necessary to give effect to the terms of this Agreement and for vesting in the Assignee the full benefit of the assets, rights and benefits to be transferred to the Assignee under this Agreement.

3.3 Ratification of attorneys acts

The Assignor hereby ratifies and confirms and undertakes to ratify and confirm everything the Assignor shall lawfully do or cause to be done in pursuance of the power of attorney granted under Clause 3.2.

4 WHOLE AGREEMENT

This Agreement together with the Asset Purchase Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements and arrangements between the parties with respect to its subject matter. Nothing in this Clause 4 will exclude any liability for fraud.

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5 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of Scotland and the parties hereto submit to the non-exclusive jurisdiction of the Court of Session as regards any claim, dispute or matter arising out of or relating to this Agreement and its implementation or effect.

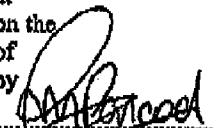
IN WITNESS WHEREOF these presents consisting of this and the preceding 3 pages are executed as follows:


SUBSCRIBED for and on behalf of
ICE ROBOTICS LIMITED

at
on the day
of 2007
by  Director
..... Full Name
ROBERT PAUL BOYCE

before this witness
 Witness
CHRISTINA SWANSON Full Name
30-51 QUEEN STREET Address
EDINBURGH, EH4 1JX

SUBSCRIBED for and on behalf of
GREEN SOURCE AUTOMATION LLC

at
on the day
of 2007
by  Director ATTORNEY,
ANDREW MARK PEACOCK Full Name

before this witness
 Witness
EMMA REID Full Name
40 PRINCE STREET Address
PRINCE EXCHANGE
EDINBURGH

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**THIS IS THE SCHEDULE TO THE FOREGOING INTELLECTUAL PROPERTY RIGHTS
ASSIGNATION BETWEEN ICE ROBOTICS LIMITED AND GREEN SOURCE
AUTOMATION LLC**

SCHEDULE

Part I

The Intellectual Property

- 1 **The IceTracker Software.**
- 2 **Mechanical design files for IceTracker chassis.**
- 3 **PCB Schematics and layout for IceTracker PCBs.**
- 4 **The Know How.**
- 5 **The Name.**
- 6 **Patent Applications:**

Region	Patent Number	Description	Filed	Priority	Status	Remarks
Europe	0467974.1	Improvements in or relating to milking machines	11 August 2003	4 August 2004	Pending: awaiting first examination report	None yet
United States	11/307,000	Improvements in or relating to milking machines	11 August 2003	4 August 2004	Pending: awaiting first examination report	None yet: first renewal fee falls due 3½ years after grant

- 7 **Granted Patent:**

Region	Patent Number	Description	Filed	Priority	Status	Remarks
New Zealand	544766	Improvements in or relating to milking machines	11 August 2003	4 August 2004	Granted patent number 544766	4 th August 2008

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Part 2**Know How**

Lab books for Alan Green and Andrew Peacock
Calibration routines for the Time of Flight camera
Calibration test rigs
Edge detection routines optimised for the Time of Flight camera
Noise removal routines optimised for the Time of Flight camera
Tracking routines optimised for cow tests
Cow udder mathematical models
Image processing techniques used for finding and tracking cow tests
IceTracker specifications documents
Calibration test results
Technical reports on the camera optics (including those developed with Wide Blue)
Technical reports on camera EMC characteristics (including those developed with York EMC and with RiteCum)

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Part 3**IceTracker Software****The IceTracker Library version 3.023**