

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	LICENSE
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Ely Holdings Limited	06/09/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Wilde Contracts Limited
<b>Street Address:</b>	Chateau House, 1 Miles Street
<b>City:</b>	Oldham
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	OL13NW
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10471203
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)720-9601
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	617-720-9600
<b>Email:</b>	kcespo@bannerwitcoff.com
<b>Correspondent Name:</b>	Peter D. McDermott, Banner & Witcoff LTD
<b>Address Line 1:</b>	28 State Street, 28th Floor
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109
<b>ATTORNEY DOCKET NUMBER:</b>	006329.00002
<b>NAME OF SUBMITTER:</b>	Peter D. McDermott, Reg. No. 29,411
<b>Total Attachments: 3</b>	
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## AGREEMENT

THIS AGREEMENT is made this 5TH day of JUNE 2008

**between**

Roger Wilde Limited, a company organised and existing under the laws of England and Wales, of Chareau House, 1 Miles Street, Oldham, OL1 3NW, UK, (hereinafter called the "Assignor")

**and**

Ely Holdings Limited, a company organised and existing under the laws of England and Wales, of 103A High Street, Lees, Oldham, OL4 4LY, UK, (hereinafter called the "Assignee")

**and**

Wilde Contracts Limited, a company organised and existing under the laws of England and Wales, of Chareau House, 1 Miles Street, Oldham, OL1 3NW, UK (hereinafter called the "Licensee")

### DEFINITIONS:

'INTELLECTUAL PROPERTY RIGHTS' means any and all patents and patent applications listed in the Schedule attached hereto and made a part hereof, including any corresponding national or regional patent applications, and any and all patents that may issue from said patent applications, including any and all reissues, extensions, substitutions, confirmations, registrations, revalidations, renewals, additions, continuations, continuations-in-part, or divisionals of or to any of the aforesaid patent applications.

### WHEREAS

- A. The Assignor is the owner of the said Intellectual Property Rights
- B. The Assignee desires to acquire all right, title, benefit and interest in and to the said Intellectual Property Rights
- C. The Assignor has agreed to assign to the Assignee all right, title, benefit and interest in and to the said Intellectual Property Rights
- D. The Assignee has agreed to grant a non exclusive licence to the Assignor and to the Licensee to use the Intellectual Property Rights on a royalty free basis for the lifetime of the Intellectual Property Rights.

### NOW THIS AGREEMENT WITNESSETH as follows:-

1. **IN CONSIDERATION** of the sum of £1 (one pound Sterling), receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee all right, title, benefit and interest in and to the said Intellectual Property Rights, including the right to sue and claim in respect of any past infringements thereof and to receive all damages accruing therefrom, and including the right to file any application for the protection of intellectual property and to claim priority therefor under the Paris Convention of 1883 (as amended) from any such Intellectual Property Right,
2. The Assignor hereby agrees to complete all necessary acts and things as may be reasonably requested by the Assignee to enable the Assignee to be officially recorded as proprietor of the said Intellectual Property Rights,
3. **IN CONSIDERATION** of the sum of £1 (one pound Sterling), receipt of which is hereby acknowledged, the Assignee hereby grants a non exclusive royalty free licence to the Assignor under the Intellectual Property Rights, to do all acts that would otherwise constitute an infringement of any of the Intellectual Property Rights, in connection with its business operations and for no other purpose. The licence shall remain in force until the expiry of the last to expire of any of the Intellectual Property Rights, whether by way of conclusion of the term of such rights or through

non-renewal or howsoever otherwise, or, if being an application for any such right, until there is no further possibility of any such application proceeding to grant, unless termination of the licence is otherwise agreed by mutual consent, in a writing which refers to this Agreement by name and date and is signed by the Assignor.

- 4. **IN CONSIDERATION** of the sum of £1 (one pound Sterling), receipt of which is hereby acknowledged, the Assignee hereby grants a non exclusive royalty free licence to the Licensee under the Intellectual Property Rights, to do all acts that would otherwise constitute an infringement of any of the Intellectual Property Rights, in connection with its business operations and for no other purpose. The licence shall remain in force until the expiry of the last to expire of any of the Intellectual Property Rights, whether by way of conclusion of the term of such rights or through non-renewal or howsoever otherwise, or, if being an application for any such right, until there is no further possibility of any such application proceeding to grant, unless termination of the licence is otherwise agreed by mutual consent, in a writing which refers to this Agreement by name and date and is signed by the Licensee.

**IN WITNESS** whereof the parties hereto have caused this agreement to be signed the day and year first above written

**Assignor**

Signed by: Michael Rae  
As: Director

*MSRae*

*T. Head*

Witness  
[insert name and address]

**Assignee**

Signed by: Michael Rae  
As: Director

*MSRae*

T. HEAD  
12 ABBEY STREET  
ICKLETON CB 6 1SS

*T. Head*

Witness  
[insert name and address]

**Licensee**

Signed by: Michael Rae  
As: Director

*MSRae*

T. HEAD  
AS ABOVE

*T. Head*

Witness  
[insert name and address]

T. HEAD  
AS ABOVE

# SCHEDULE

(Intellectual Property in the Name of The Assignor)

Country	Priority date	Filing date	Application No:
UK	10 March 2001, 3 May 2001, 14 December 2001	9 March 2002	0205595.2 (Patent No: 2373005)
Europe (EPC)	10 March 2001, 3 May 2001, 14 December 2001	11 March 2002	02704958.4
Canada	10 March 2001, 3 May 2001, 14 December 2001	11 March 2002	2440439
Hong Kong	10 March 2001, 3 May 2001, 14 December 2001	9 June 2004	04104150.4
USA	10 March 2001, 3 May 2001, 14 December 2001	11 March 2002	10/471,203

This constitutes the Schedule referred to in and made part of the Agreement made the 9<sup>th</sup> day of JUNE 2008.

**Assignor**

Signed by: Michael Rae  
As: Director

MRae

Tracy Head  
Witness  
[insert name and address]

**Assignee**

Signed by: Michael Rae  
As: Director

MRae

TRACY HEAD  
12 ABBEY ST. ICKLETON  
CB10 1SS.

Tracy Head  
Witness  
[insert name and address]

**Licensee**

Signed by: Michael Rae  
As: Director

MRae

TRACY HEAD  
AS ABOVE

Tracy Head  
Witness  
[insert name and address]

TRACY HEAD  
AS ABOVE.