

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
David Hyman Gordon	02/28/2003
RECEIVING PARTY DATA	
Name:	Wind Save Limited
Street Address:	285 Bath Street
City:	Glasgow
State/Country:	UNITED KINGDOM
Postal Code:	G24JB
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10503565
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	04-40357-US
NAME OF SUBMITTER:	Carl H. Pierce
Total Attachments: 4 source=Wind Save US Assign#page1.tif source=Wind Save US Assign#page2.tif source=Wind Save US Assign#page3.tif source=Wind Save US Assign#page4.tif	

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**ASSIGNATION OF UNITED KINGDOM PATENT APPLICATION
AND OF EQUIVALENT RIGHTS WORLDWIDE**

This ASSIGNATION is made the Twenty-eighth day of February 2003, between David Hyman Gordon of 18 Clarence Gardens, Hyndland, Glasgow, G11 7JN, United Kingdom (hereinafter called "the Assignor") of the one part, and Wind Save Ltd. a private limited company registered in Scotland under the number SC226656 and having its registered office at 285 Bath Street, Glasgow, G2 4JB, United Kingdom (hereinafter called "the Assignee") of the other part.

Recitals:

1. The Assignor has applied for patents short particulars of which are given in Schedule A hereto (hereinafter referred to as "the Applications").
2. The Assignor has agreed to assign to the Assignee the Intellectual Property Rights in the Inventions and Applications and all their rights, title and interest therein upon the terms and conditions set out below.

NOW THEREFORE the parties have agreed as follows:

1 Definitions and Interpretation

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

"Intellectual Property Rights" means all intellectual property rights of whatever nature anywhere in the world, including without limitation or prejudice to the foregoing generality, all copyright, database rights, computer programs and software, business systems, source code, object code, trade marks (whether registered or unregistered), trade and business names, domain names, design rights (whether registered or unregistered), inventions, discoveries, patents, internet rights and semiconductor topography rights together with any and all applications for any of the foregoing and any and all rights to apply for the foregoing;

"Invention" means the invention(s) and designs claimed or disclosed in the Applications;

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"Patents"

means the patents and/or patent applications listed in Schedule A, as well as any patents or patent applications claiming priority from the foregoing and any re-issues, substitutions, foreign counterparts, continuations, divisions, extensions and supplementary protection certificates based on and including any subject matter claimed or disclosed in any of the aforementioned patent applications or patents.

- 1.2 Reference to any statute or statutory provision shall include a reference to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision but not so as to defeat the purpose of this Assignment.

2 Assignment

In consideration of the sum of ONE POUND STERLING now paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged) and an undertaking from the assignee to pay the Assignor his costs and expenses incurred by him in relation to the development and registration of the Patents, the Assignor hereby assigns his whole right, title and interest past present and future in and to the Patents together with the whole of the goodwill of the business of the Assignor concerned in the goods and/or services in respect of which the Patents are registered and/or in relation to which use has been made, the Assignor hereby ASSIGNS to the Assignee:

- 2.1. The Inventions and the full and exclusive benefit of them and any Intellectual Property Rights relating thereto
- 2.2. All the rights, title and interest past present or future of the Assignor in and to the Patents and the full and exclusive benefit of them and all rights privileges and advantages associated with them
- 2.3. The full right to apply for and obtain patents or other similar forms of protection in respect of the Inventions in the United Kingdom and throughout the world
- 2.4. Any patents under the Patents Act 1977 or other similar forms of protection granted in respect of the Inventions in the United Kingdom pursuant to the Applications
- 2.5. The right to bring proceedings (in the United Kingdom under Section 61 or 69 of the Patents Act 1977 or pursuant to any other legal right or remedy whether in the United Kingdom or abroad) for any previous infringement of the rights assigned by this Assignment
- 2.6. The right to claim priority of the Applications under the Paris Convention for the Protection of Industrial Property 1883 (as amended) or under any other international conventions when making applications in countries or territories outside the United Kingdom

TO HOLD the same unto the Assignee absolutely

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3 Warranties

The Assignor hereby warrants to the Assignee that:

- 3.1 it is the proprietor of the Applications and has the full power to enter into this Assignment;
- 3.2 it has not granted any licences or rights to any third party in respect of the Invention, the Patents or any other Intellectual Property Rights in the Invention;
- 3.3 it owns the Patents free and clear of any option, pledge, security, interest, lien, charge, encumbrance or other restriction having like or similar effect;
- 3.4 all filing, renewal or similar fees relating to the Applications have been paid when due; and
- 3.5 as far as Assignor is aware no litigation is current, pending or threatened in respect of the Patents nor has there been any infringement (actual or threatened) by any third party of the Patents nor grounds for the Patents being challenged or not proceeding to grant.

4 Further assurances

The Assignor hereby COVENANTS with the assignee that the Assignor will deliver to the Assignee all files relating to the Applications and all technical drawings or other material, prototypes or documentation relating to the Invention (insofar as not already in the possession of the Assignee) and at the expense of the Assignee execute sign and do all instruments, applications, documents, acts and things as may reasonably be required by the Assignee to enable the Assignee (or the nominee of the Assignee) to enjoy the full benefit of the property and rights hereby assigned and (if requested to do so by the Assignee) to apply for patents or other forms of protection in respect of the Inventions throughout the world and fully and effectively vest the same in the Assignee or as the Assignee shall direct.

5 Royalties

- 5.1 The Assignee hereby undertakes to pay to the Assignor a royalty of four per cent of the income excluding VAT derived from each Wind Save unit including inter alia sales, rental, maintenance, spares, supplementary Government income including grants.
- 5.2 Payment of the royalty, in respect of the proceeds received by the Assignee, throughout the duration of this agreement, shall be made by the end of each calendar month following the month in which the income is generated.
- 5.3 The Assignee shall ensure that all information pertaining to calculation of royalties pursuant to this agreement shall be made available for inspection by the Assignor's authorised accountants at any time during the period of this agreement so as to allow the accountants to verify the amounts of royalties payable in accordance with the terms thereof. All costs and fees charged by such accountants shall be borne by the Assignor unless their inspection discloses an

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adverse discrepancy in excess of 10% in which event their costs and fees shall be borne by the Assignee.

6 Applicable law

This Assignment shall be governed by and interpreted in accordance with the laws of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.

SCHEDULE A above referred to:

Ref:	Country	Application No	Application date	Priority date	Status
P4969GB	UK	GB 0202435.4	02 Feb 2002	None	Abandoned other than in relation to the priority claimed from it
P4969PCT	PCT	PCT/GB2003/000442	03 Feb 2003	2 Feb 2002	Pending

IN WITNESS whereof the Assignor and the Assignee have set their hand the day and year first above written.

SIGNED by

David H Gordon:

In the presence of the following witness:

Witness signature:

Witness name:

Witness address:

[Handwritten signature]
SMONAS SMITH
610 CROW ROAD
JORDANVILLE

[Handwritten signature: David H Gordon]

SIGNED for and on behalf of
Wind Save Ltd.

By one of its directors

Signature:

Name:

[Handwritten signature]

Charles Beethole

In the presence of the following witness:

Witness signature:

Witness name:

Witness address:

Witness name:

Witness address:

[Handwritten signature]
SMONAS SMITH
610 CROW ROAD
JORDANVILLE

28th February 2003