

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Patent Number from D570772 to D570722 previously recorded on Reel 022552 Frame 0541. Assignor(s) hereby confirms the Assignor: Nicotech Limited Assignee: Vision alert Automotive Limited.

CONVEYING PARTY DATA	
Name	Execution Date
NICOTECH LIMITED	09/30/2008

RECEIVING PARTY DATA	
Name:	VISION ALERT AUTOMOTIVE LIMITED
Street Address:	Victoria Industrial Park
Internal Address:	VICTORIA ROAD
City:	Seacroft, Leeds LS14 2LA
State/Country:	UNITED KINGDOM

PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D570722

CORRESPONDENCE DATA	
Fax Number:	(503)220-2480
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	503-224-3380
Email:	patlaw@stoel.com
Correspondent Name:	Paul S. Angello
Address Line 1:	900 SW Fifth Ave
Address Line 2:	Ste 2600
Address Line 4:	Portland, OREGON 97221

ATTORNEY DOCKET NUMBER:	32565/1
NAME OF SUBMITTER:	Paul S. Angello

Total Attachments: 11
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**PATENT
 REEL: 022597 FRAME: 0718**

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TO:STOEL RIVES, LLP COMPANY:900 SW FIFTH AVE

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.104/16/2009
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NICOTECH LIMITED	09/30/2008
RECEIVING PARTY DATA	
Name:	VISION ALERT AUTOMOTIVE LIMITED
Street Address:	Victoria Industrial Park, Victoria Road
Internal Address:	Seacroft
City:	Leeds LS14 2LA
State/Country:	UNITED KINGDOM
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6774609
Patent Number:	D513477
Patent Number:	D570772 D570722
CORRESPONDENCE DATA	
Fax Number:	(503)220-2480
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	503-224-3380
Email:	patlaw@stoel.com
Correspondent Name:	Stoel Rives, LLP
Address Line 1:	900 SW Fifth Ave
Address Line 2:	Ste 2600
Address Line 4:	Portland, OREGON 97204
ATTORNEY DOCKET NUMBER:	32565/1
NAME OF SUBMITTER:	Paul S. Angello
Total Attachments: 6	

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TO:STOEL RIVES, LLP COMPANY:900 SW FIFTH AVE

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IP/cm/E2¹ n/s

DATED SEPTEMBER 30, 2008

(1) NICOTECH LIMITED

(2) VISION ALERT AUTOMOTIVE LIMITED

INTELLECTUAL PROPERTY ASSIGNMENT

Dechert

LLP
160 Queen Victoria Street, London EC4V 4QQ
Tel: 020 7184 7000 Fax: 020 7184 7001

15306947.1.BUSINESS

THIS DEED OF ASSIGNMENT is made the 30th day of SEPTEMBER, 2008

BETWEEN:

- (1) **NICOTECH LIMITED** a company registered in England under No 1759896 whose registered office is at Carlton House, Grammar School Street, Bradford, BD1 4NS (the "Assignor"); and
- (2) **VISION ALERT AUTOMOTIVE LIMITED** a company registered in England under No. 2884538 whose registered office is at Carlton House, Grammar School Street, Bradford, BD1 4NS (the "Assignee").

1. INTRODUCTION

- 1.1 The Assignor is the proprietor of the trade marks, patents and design rights specified in the Schedule to this Assignment (the "Intellectual Property Rights").
- 1.2 Pursuant to an asset purchase agreement dated _____ between the Assignor and the Assignee (the "Agreement"), the Assignor has agreed to transfer all right, title and interest in and to the Intellectual Property Rights to the Assignee.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 2.1 Further to the Agreement, the Assignor hereby assigns to the Assignee with full title guarantee the Intellectual Property Rights and all and any rights in and to the Intellectual Property Rights, including all statutory and common law rights and all the goodwill attaching to the Intellectual Property Rights together with the right to take any action in respect of past infringements or passing off of the Intellectual Property Rights and to retain any damages obtained as a result of such action.
- 2.2 The Assignor shall do or procure all acts and execute or procure the execution of all documents in order to vest the Intellectual Property Rights in the Assignee and record the Assignee as the owner of the Intellectual Property Rights at the relevant registries.

3. COUNTERPARTS

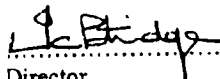
- 3.1 This assignment may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each of the parties has executed at least one counterpart.
- 3.2 Each counterpart shall constitute an original agreement but all the counterparts together shall constitute one and the same instrument.

4. LAW & JURISDICTION

This Assignment shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.


IN WITNESS WHEREOF the parties have executed this Deed of Assignment the day and year first above written.

EXECUTED and DELIVERED AS A DEED
For and on behalf of **NICOTECH LIMITED**
acting by:


.....
Director

IAN PARTRIDGE.....
Director/Secretary

EXECUTED AND DELIVERED
AS A DEED for and on behalf of
VISION ALERT AUTOMOTIVE LIMITED acting by:


..... G. MESTON
Director

.....
Director/Secretary

IN WITNESS WHEREOF the parties have executed this Deed of Assignment the day and year first above written.

EXECUTED and DELIVERED AS A DEED
For and on behalf of **NICOTECH LIMITED**
acting by:

.....
Director

.....
Director/Secretary

EXECUTED AND DELIVERED
AS A DEED for and on behalf of
VISION ALERT AUTOMOTIVE LIMITED acting by:


.....
Director

.....
Director/Secretary

SCHEDULE

INTELLECTUAL PROPERTY RIGHTS

Patent Rights

<u>Subject</u>	<u>State/Region</u>	<u>Application No.</u>	<u>Published As</u>
Multi-Voltage Inverter	UK	0209278.8	237759
Multi-Voltage Inverter	USA	10/192,778	6774609
Multi-Voltage Inverter	European	02252851.7	1253810
PUP II	USA	29/210,723	D513477
ORION	USA	27/272,214	D570772 D570722
Inverter Circuit	UK	0323996.9	2395611
Inverter Circuit	EP	19940307752	0650251
Inverter Circuit	International	PCT/GB1997/002933	WO1998/018298
Optical Systems Including Reflectors	EP	2002256927	1300712
ORION	UK	0804634.4	2447558
ORION	International	PCT/GB008/000865	WO2008/110796

Trade Mark Rights

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Goods & Services</u>
NANOSTROBE	Canada	642288	Safety equipment, namely strobe lights and beacon lights, emergency warning lights
NANOSTROBE	USA	78424366	Safety equipment, namely strobe lights and beacon lights, emergency warning lights

Registered Design Rights

<u>Subject</u>	<u>State/Region</u>	<u>Design No.</u>	<u>Status</u>
PULSAR	European Community	146030	Registered
PUP II	European Community	178744	Registered
VIGI LED	European Community	261839	Registered
LUNAR/ZETA STAR	European Community	316518	Registered
ORION	European Community	657994	Registered