## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date	
Leonids Bekers	08/03/2006	
Bonifatijs Lubgins	08/03/2006	

### **RECEIVING PARTY DATA**

Name:	A-Metrics, LLC	
Street Address:	7804 Fairview Road, Suite 317	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28226	

### PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	12090610	

### **CORRESPONDENCE DATA**

Fax Number: (803)255-9831

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (404) 322-6204

Email: ip@nelsonmullins.com

Correspondent Name: Kyle M. Globerman

Address Line 1: 1320 Main Street, 17th Floor

Address Line 2: Nelson Mullins Riley & Scarborough, LLP
Address Line 4: Columbia, SOUTH CAROLINA 29201

ATTORNEY DOCKET NUMBER:	31707/09002
NAME OF SUBMITTER:	Kyle M. Globerman

**Total Attachments: 8** 

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PATENT REEL: 022635 FRAME: 0218 OF \$40.00 12090610

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PATENT REEL: 022635 FRAME: 0219

## ASSIGNMENT AND UNDERTAKING

THIS AGREEMENT is dated the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 2006

#### Between

- (1) Leonids BEKERS of 5-82 Ropazu Street, Riga, Latvia LV1003, ("the Inventor"); and
- (2) A-Metrics, LLC whose registered office is at 7804 Fairview Road, Suite 317, Charlotte, North Carolina 28226, USA ("the Assignee").

## Background

The Inventor and Bonifatijs LUBGINS are the joint inventors of:

an invention relating to a "Data Storage Device" which is the subject of British Patent Application No. 0521077.8, filed on 17 October 2005 and identified in the books of your patent attorneys, Kilburn & Strode, as Case No. P37847GB and

an invention relating to a "Micromovement Measuring Device" which is the subject of British Patent Application No. 0521076.0, filed on 17 October 2005 and identified in the books of your patent attorneys, Kilburn & Strode, as Case No. P37251GB (together "the Patents").

It is to be expected that the Inventor might discover, invent or develop improvements or devices related to either the inventions disclosed in the Patents or to technology related to 'field electronic emission' as used in the Patents ("the Improvements").

The Inventor has agreed to assign to the Assignee on the terms and conditions set out below all right, title and interest in the Patents.

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REEL: 022635 FRAME: 0220

The Inventor has agreed to undertake to vest unto the Assignee on the terms and conditions set out below all right, title and interest in the Improvements.

The Inventor, being a shareholder in the Assignee company, and the Assignee recognise the mutual commercial benefits that will be derived by both parties hereto as a result of this Agreement.

## **Operative Provisions**

- 1a. The Inventor HEREBY ASSIGNS with full title guarantee to the Assignee all right, title and interest in the Patents together with any continuations, divisional applications and the like deriving from the Patents, and the right to claim convention priority therefrom, including without limit the right to:
  - make any new application or applications in respect of any part or parts of the subject-matter of any of the Patents;
  - ii. bring proceedings in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of the Patents or accompanying any application therefor prior to the date hereof.
- 1b. The Inventor HEREBY UNDERTAKES that the Improvements, including all patents, know-how, registered designs and copyrights derived therefrom, shall be and become the property of the Assignee and that the Assignee shall have exclusive benefit throughout the world to make any new patent application or applications in respect of any part or parts of the subject-matter of the Improvements. The Inventor further undertakes to keep the Improvements confidential and not to disclose the Improvements to any third parties without prior consent of the Assignee.

TO HOLD the same unto the Assignee absolutely.

- 2. The Inventor warrants that he has not granted or transferred any rights, title or interest in the Patents or the Improvements to any other third party.
- 3. The Assignee shall pay the costs of prosecution of all applications for intellectual property rights to which it becomes entitled under this agreement.
- 4. In consideration of the above, the Inventor HEREBY ACKNOWLEDGES receipt of £1 from the Assignee.
- 5. The Inventor HEREBY COVENANTS with the Assignee that the Inventor will, at the expense of the Assignee execute, sign and do all such instruments; applications; documents; acts and things as may reasonably be necessary or desirable by the Assignee, including executing and signing all such necessary or desirable documents, to enable the Assignee (or the nominee of the Assignee) to enjoy the such right, title and interest in the Patents and the Improvements to which the Assignee becomes entitled under this agreement.

IN WITNESS of which this assignment has been executed the date and year first written above.

Executed

By the Inventor

Signature:

Leonids BEKERS

In the presence of:

Name (block capitals):

Address:

XXI Varina Klencisceuq Vipocrāla 45-82

For and on behalf of A-I	Metrics, LLC
Signature:	Mall full
Name:	Ludwik F. Zon
Position:	President / GEPE AN MANAGER
In the presence of:	W/Cweller
Name (block capitals):	WR WEBSTER
Address:	10513 Lederer Ave
	Charlotte NC
	28271

## ASSIGNMENT AND UNDERTAKING

THIS AGREEMENT is dated the	3	day	of.	August	2006

### Between

- (1) **Bonifatijs LUBGINS** of 48-17 Purvciema Street, Riga, Latvia LV1082, ("the **Inventor**"); and
- (2) **A-Metrics, LLC** whose registered office is at 7804 Fairview Road, Suite 317, Charlotte, North Carolina 28226, USA ("the Assignee").

## **Background**

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PATENT REEL: 022635 FRAME: 0224 The Inventor has agreed to undertake to vest unto the Assignee on the terms and conditions set out below all right, title and interest in the Improvements.

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  - make any new application or applications in respect of any part or parts of the subject-matter of any of the Patents;
  - ii. bring proceedings in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of the Patents or accompanying any application therefor prior to the date hereof.
- 1b. The Inventor HEREBY UNDERTAKES that the Improvements, including all patents, know-how, registered designs and copyrights derived therefrom, shall be and become the property of the Assignee and that the Assignee shall have exclusive benefit throughout the world to make any new patent application or applications in respect of any part or parts of the subject-matter of the Improvements. The Inventor further undertakes to keep the Improvements confidential and not to disclose the Improvements to any third parties without prior consent of the Assignee.

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IN WITNESS of which this assignment has been executed the date and year first written above.

### **Executed**

By the Inventor

Signature:

Bonifatijs LUBGINS

In the presence of:

Name (block capitals):

Address:

Harina Kleneiseera

Piga LV 1079

total

For and on behalf of A-M	letrics, LLC
Signature:	fill fill

Name: Ludwik F. Zon

Position: President / GENERAL MANAGER

In the presence of:

Name (block capitals): WY WEBSTER
Address: 10513 Lederer Au

Charlotte we

28277

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**RECORDED: 05/04/2009**