#### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Smartstud Systems Limited	07/25/2008

#### **RECEIVING PARTY DATA**

Name:	Alset Limited and/or Nominee
Street Address:	112 Bush Road
City:	Albany
State/Country:	NEW ZEALAND

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11570874

#### **CORRESPONDENCE DATA**

Fax Number: (206)381-3301

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

Phone: 2063813300

Email: wsaxby@Blacklaw.com

Correspondent Name: Black Lowe & Graham, PLLC

Address Line 1: 701 Fifth Avenue, Suite 4800

Address Line 4: Seattle, WASHINGTON 98104

ATTORNEY DOCKET NUMBER: BALD-1-1001

NAME OF SUBMITTER: Lawrence D. Graham

**Total Attachments: 6** 

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OF \$40.00 115/08/4

ATENT

Dated

as July 2008

# **DEED OF ASSIGNMENT OF** INTELLECTUAL PROPERTY

Between

SMARTSTUD SYSTEMS LIMITED (IN RECEIVERSHIP)

and

ALSET LIMITED AND/OR NOMINEE

BUDDLEFINDLAY

**PATENT** 

**REEL: 022666 FRAME: 0898** 

# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

This Deed is made on the 25th day of

July 2008

#### **PARTIES**

- A. Smartstud Systems Limited (in receivership), a duly incorporated company having its registered office at c/- KordaMentha, Level 16, 45 Queen Street, Auckland ("Assignor"); and,
- B. Alset Limited and/or Nominee, a duly incorporated company having its registered office at 112 Bush Road, Albany ("Assignee").

#### 1. RECITALS

- 1.1 The Assignor is the owner and proprietor of the Intellectual Property, including the Patents and Trade Marks;
- 1.2 The Assignor has agreed to assign to the Assignee all of the Assignor's right, title and interest in and to the Intellectual Property by virtue of this deed.

#### 2. DEFINITION

2.1 In this Deed unless the context otherwise requires:

Intellectual Property means all intellectual property and proprietary rights (including Patents, inventions, Trade Marks, company names, trading names, copyright, design rights, domain names (whether registered, unregistered or capable of registration), goodwill, know-how, confidential information, technical data, proprietary information and trade secrets) owned or used by the Assignor;

Patents means the patent applications listed in Schedule 1;

Sale and Purchase Agreement means the Agreement for Sale and Purchase of Assets between the Assignee and the Assignor dated on or about the date of this deed; and

Trade Marks means the trade mark registrations listed in Schedule 2.

#### 3. OPERATIVE PART

3.1 For good and valuable consideration equal to the sum received for the Intellectual Property by the Assignor pursuant to the Sale and Purchase Agreement, the receipt and legal sufficiency of which the Assignor hereby acknowledges, the Assignor, as legal and beneficial owner, hereby assigns to the Assignee absolutely, all of the Assignor's, right, title and interest in the Intellectual Property, including all statutory and common law rights attaching thereto with effect from the date of this deed.

3.2 For the avoidance of doubt, the parties agree that the assignment hereby effected shall include the right for the Assignee to assign the Intellectual Property and to bring legal proceedings against any third party for infringement of the Intellectual Property and to retain any damages obtained as a result of such action, including in respect of activity taking place before the date of this deed.

#### 4. COUNTERPARTS

This deed may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute the same instrument.

#### 5. FURTHER ASSURANCES

5.1 As and when requested by the Assignee, the Assignor shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as may reasonably deem necessary or desirable to consummate the transaction contemplated by this deed.

#### 6. LIMITATION OF LIABILITY

6.1 The receivers enter into this deed as agent of the Assignor and shall incur no personal liability under this deed in any circumstances.

#### 7. GOVERNING LAW

7.1 This deed is governed by the laws of New Zealand and the parties hereby submit to the non-exclusive jurisdiction of the Courts of New Zealand.

#### **EXECUTED AS A DEED**

SIGNED for and on behalf of Smartstud Systems Limited (in

receivership)

by its receiver in the presence of

Minifize signame

Full name

c/- lever 16, 45 Queent. Auckland 1.

Address

Insolvery Administrate,

Occupation

SIGNED for and on behalf of Alset Limited and/or Nominee by its authorised signatory in the presence of

Witness signal

JACQUELINE MARIE BOLTON

905 STATE HIGHWAY 17, RD2, ALBANY, AUCKLAND, N.Z. Address

Occupation

CONTRACTOR

# SCHEDULE 1

## Patents

Patent No.	Patent title	Status	Country/Retritory
04748818.4	apparatus and method for inductive power transfer across an extended gap	Awaiting examination	European Patent Office
PCT/NZ2004/000123	apparatus and method for inductive power transfer across an extended gap	Application filed	International (Patent Cooperation Treaty)
11/570,874	apparatus and method for inductive power transfer across an extended gap	Awaiting filing details	United States of America
540927	communication system for inductive power transfer system	Application accepted	New Zealand
200680028170.4	communication system for inductive power transfer system	Awaiting examination	Chína
06757907.8	communication system for inductive power transfer system	Awalting filing details	European Patent Office
PCT/NZ2006/000159	communication system for inductive power transfer system	Exam requested	International (Patent Cooperation Treaty)
11/ 993,837	communication system for inductive power transfer system	Awaiting examination	United States of America

## **SCHEDULE 2**

#### Trade Marks

TM No.	Trade mark	Class	Goods	Registration date
NZ 297705	SmartStud	9	electrical and optical signalling or indicating systems; vehicle and pedestrian guidance systems; road markers including light emitters and reflectors; inductively powered illumination systems; parts and fittings for all of these goods	04-SEP-1998
NZ 316363	SMARTPED .	9	electrical monitoring or detecting systems; Inductive pressure or weight sensors; signalling or indicating systems for control of road traffic or pedestrians; weight detector equipment; parts and fittings for all of these goods	16-SEP-1999
U\$ 2568540	SMARTSTUD	9	Electrical signaling or indicating systems, namely, road markers utilizing light emitters and reflectors, inductively powered illuminations systems comprising road markers, power generators and convertors, controllers, track cables and nodes	07-MAY-2002

Page 5 AUCK\_DOCS\906290\v6

> **PATENT REEL: 022666 FRAME: 0903**

**RECORDED: 05/11/2009**