

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Alset Limited	12/15/2008
RECEIVING PARTY DATA	
Name:	Auckland Uniservices Limited
Street Address:	Level 10
Internal Address:	70 Symonds Street
City:	Auckland
State/Country:	NEW ZEALAND
Postal Code:	1010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11570874
CORRESPONDENCE DATA	
Fax Number:	(206)381-3301
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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
<p>Total Attachments: 6</p> <p>source=BALD-1-1001 Auckland assignment#page1.tif</p> <p>source=BALD-1-1001 Auckland assignment#page2.tif</p> <p>source=BALD-1-1001 Auckland assignment#page3.tif</p>	

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Dated

2008

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY**

Between

ALSET LIMITED

and

AUCKLAND UNISERVICES LIMITED

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

This Deed is made on the 15 day of December 2008

PARTIES

- A. **ALSET Limited**, a duly incorporated company having its registered office at 112 Bush Road, Albany, Auckland ("**Assignor**"); and,
- B. **AUCKLAND UNISERVICES Limited**, a duly incorporated company having its registered office at Auckland ("**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 together with all patents and patent applications derived from or claiming priority from these applications, including any extensions of term, continuations and divisionals;

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.

3.3 Assignor shall not take any action or cause, induce or support any action by any third party to call into question the validity of the Patents or Trade Marks nor challenge Assignee's ownership of the Patents or Trade Marks following this assignment.

3.4 Assignor warrants that to the best of its knowledge and belief there are no liens, encumbrances or other charges over the Intellectual Property, and that immediately prior to the assignment it is the exclusive owner of all rights in the Intellectual Property.

4. COUNTERPARTS

4.1 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

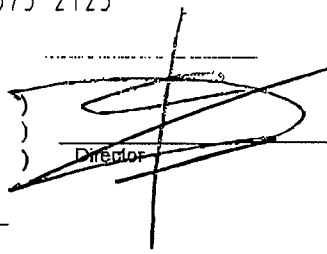
6.1 The receivers enter into this deed as agent of the Assignor and shall incur no personal liability under this deed in any circumstances.

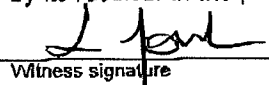
7. GOVERNING LAW

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
ALSET Limited
by its receiver in the presence of



Director


Witness signature

Lyndon Fowler
Full name

17 Foxbridge Lane
Address

Engineer
Occupation

SIGNED for and on behalf of
AUCKLAND UNISERVICES Limited
by its authorised signatory in the
presence of 

Witness signature

Anvira Roes
Full name

University of Auckland
Address

Executive Assistant
Occupation

) Michael O'Donoghue Michael O'Donoghue
) Director Director
Carry

Kimberly King

University of Auckland

PERSONAL ASSISTANT

SCHEDULE 1

Patents

Patent No.	Patent title	Status	Country/Territory
0474881B.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	China
06757907.8	communication system for inductive power transfer system	Awaiting 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
US 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