

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NJINI INC.	06/02/2009
NJINI TECHNOLOGIES INC.	06/02/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NJINI LIMITED
<b>Street Address:</b>	2 Athenaeum Road
<b>Internal Address:</b>	Smith & Williamson Limited, Prospect House
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	N20 9YU
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11145201
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(800)775-6763
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	R000410US
NAME OF SUBMITTER:	Jonathan M. Hollander
Total Attachments: 7 source=004_NJINI_to_NJINI_LTD_Assignment#page1.tif source=004_NJINI_to_NJINI_LTD_Assignment#page2.tif	

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**Agreement for assignment of patents**

THIS AGREEMENT is made the 2<sup>nd</sup> day of June 2009

BETWEEN:

- (1) NJINI INC. a Delaware corporation with its primary place of business at 1<sup>st</sup> Floor Office Suite, The Dome Building, The Square, Richmond, Surrey, UK TW9 1DT ('Njini');
- (2) NJINI TECHNOLOGIES INC. a Delaware corporation with its primary place of business at 1<sup>st</sup> Floor Office Suite, The Dome Building, The Square, Richmond, Surrey, UK TW9 1DT ('Njini Technologies') (Njini and Njini Technologies together the 'Assignors')
- (3) NJINI LIMITED (In Liquidation) (Company Number 04391534), acting by its Joint Liquidators: Joanne Elizabeth Milner and Stephen Robert Leslie Cork of Smith & Williamson Limited, Prospect House, 2 Athenaeum Road, London N20 9YU (the 'Assignee')

**RECITAL**

The Assignors are the proprietors between them of all of the Sale Assets (as defined below) and have agreed to assign the Sale Assets owned by them respectively to the Assignee and on the following terms and conditions

IT IS AGREED as follows:

**1 Definitions**

The following terms shall have the following meanings:

**"Intellectual Property Rights"** means (i) patents, patent applications, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow and confidential information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in

the world.;

**"Sale Assets"** means (i) all Intellectual Property Rights set out in Part II of Schedule 1; (ii) all Intellectual Property Rights associated with the assets, including the software, described in Part I of Schedule 1; and (iii) any other assets referred to in Schedule 1.

## **2 Assignment**

Contemporaneously with this Agreement and in consideration of the sum of US\$1 (receipt of which the Assignors hereby acknowledge) the Assignors assign to the Assignee all of the Sale Assets together with all the respective Assignor's rights, title and interests in respect of them ('the Assignment').

## **3 Assignors' obligations**

Each of the Assignors agree with the Assignee during the subsistence of the patents and patent applications (which are set out in Part A of Part II of Schedule 1):

- (a) Registration of new proprietorship  
at the request and expense of the Assignee to execute any further document that the Assignee may reasonably require to enable the Assignee to become registered in the Register of Patents as proprietor of the patents and patent applications;
- (b) Supply of information
  - (i) to inform the Assignee of all technical information concerning the Invention;
  - (ii) to supply the Assignee with any documents or drawings relevant to the Invention;
  - (iii) to license the Assignee to use such documents information and drawings.

## **4 Assignors' warranties and indemnity**

Each of the Assignors warrant that:

- (a) it is the Assignors are the sole proprietor of the patents, patent applications and trade marks (which are set out in Part II of Schedule 1 respectively) as registered in its name and has full power to enter into this Agreement;

- (c) the patents and trade marks owned by it and/or registered in its name are in force and the Assignors have neither by act nor omission caused or permitted anything which may cause any of the patents or trade marks:
  - (i) to lapse prematurely; or
  - (ii) to be the subject of a compulsory licence;
  
- (d) it will keep the Assignee fully indemnified against all actions claims proceedings costs and damages (including any damages or compensation paid by the Assignee on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of the above warranties or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.

**5 Exclusion of warranty as to validity and infringement**

Neither of the Assignors warrant or guarantee the validity of the patents or trade marks or that the Invention does not infringe any valid and subsisting patents or other rights not held by the Assignors.

**6 Assignee's obligations**

The Assignee undertakes:

- (a) to take all necessary steps to register promptly its interest in the patents or trade marks in the relevant register following the execution of the Assignment;
  
- (b) to pay the renewal fees of the Patents;
  
- (c) to indemnify the Assignors fully in respect of any act or omission of the Assignee giving rise to any cost damage or expense to the Assignors unless such act or omission was agreed between the parties.

**7 General**

**7.1 Whole agreement**

This Agreement contains the whole agreement between the parties in respect of the Patents and supersedes any prior written or oral agreement between them relating to it and the parties confirm that they have not entered into this Agreement on the basis of any representations that are not expressly incorporated in it.

7.2 Headings

Headings contained in this Agreement are for reference purposes only and shall not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate.

7.3 Proper law and jurisdiction

This Agreement shall be governed by the law of the State of Delaware in every particular including formation and interpretation and the parties agree to submit to the jurisdiction of the City of Wilmington, State of Delaware courts.

7.4 Third parties

This agreement does not create any right enforceable by any person not a party to it.

**Part II**

**Part A - Patents and patent applications**

1. Patents

Proprietor	Patent No.	Filing date	Grant date	Normal Ex- piry date	Subject	Country
None						

2. Patent applications

Proprietor	Patent Appli- cation No.	Filing date	Subject	Country	Status
Njini Limited.	60/591,116 (provisional)	26 July 2004	Method and System for Managing Data	USA	Expired
Njini Limited	11/145,201 (Pub. No. US 2006/0020646 A2)	3 June 2005	Method and System for Managing Data	USA	Pending Office Action Response due 28 November 2008
Njini Limited.	PCT/IB2005/0 03242 (Pub. No. WO 2006/021890A 2)	26 July 2005	Method and System for Managing Data	USA/ World	Expired
Njini Limited.	PCT/US2005/ 026632	26 July 2005	Method and System for Managing Data	USA/ World	Expired
Njini Limited	05794039.7 (Pub. No. EP1779278)	26 July 2005	Method and System for Managing Data	European Patent Office (EPO)	Pending

Including all patents and patent applications in the patent family of those patent applications listed above and all patents or patent applications that derive priority from those patent applications listed above.

Executed as a deed by **NJINI INC.** acting  
by .....

Director

director and .....

Director

director  
*NJI*  
*Technologies*

Executed as a deed by **NJINI INC.** acting  
by .....


Director

director and .....

Director

director

**SIGNED** as a **DEED** by one of the Joint  
Liquidators on behalf of **NJINI LIMITED (IN  
LIQUIDATION)** (without personal liability) in the  
presence of:

)   
).....

Witness Name (in capitals): *RACHAEL WILSON*

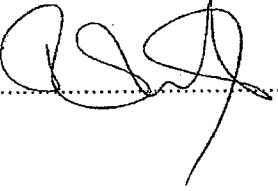
Witness signature: 

Address: *2 ATHENAEUM RD*


*LONDON N20 9YU*

Occupation: *ACCOUNTANT*

**SIGNED** as a **DEED** by one of  
**THE JOINT LIQUIDATORS** on behalf of  
them both (without personal liability)  
in the presence of:

)   
).....

Witness Name (in capitals): *RACHAEL WILSON*

Witness signature: 

Address: *2 ATHENAEUM RD*

*LONDON N20 9YU*

Occupation: *ACCOUNTANT*



Executed as a deed by NJINI INC. acting by

director and  
director

*[Handwritten Signature]*  
.....  
Director

*[Handwritten Signature]*  
.....  
Director

Executed as a deed by NJINI TECHNOLOGIES INC. acting by

director and  
director

*[Handwritten Signature]*  
.....  
Director

*[Handwritten Signature]*  
.....  
Director

SIGNED as a DEED by one of the Joint Liquidators on behalf of NJINI LIMITED (IN LIQUIDATION) (without personal liability) in the presence of:

Witness Name (in capitals):.....  
Witness signature:.....  
Address:.....  
.....  
Occupation:.....

)  
)  
).....

SIGNED as a DEED by one of THE JOINT LIQUIDATORS on behalf of them both (without personal liability) in the presence of:

Witness Name (in capitals):.....  
Witness signature:.....  
Address:.....  
.....  
Occupation:.....

)  
).....