

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
O&H ASPIRIT CORP.	04/18/2009
RECEIVING PARTY DATA	
Name:	O&H ASPIRIT CORP.
Street Address:	LEVEL 2, LOT 19, LAZENDA COMMERCIAL CENTRE, PHASE 3
City:	F.T. LABUAN
State/Country:	MALAYSIA
Postal Code:	87007
Name:	S.A.W GREEN TECHNOLOGY CORPORATION
Street Address:	7F., NO. 13, WUCYUAN RD., WUGU TOWNSHIP
City:	TAIPEI COUNTY
State/Country:	TAIWAN
Postal Code:	24886
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6419804
CORRESPONDENCE DATA	
Fax Number:	(905)286-9781
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	905 812 9381
Email:	macaip@macau.ctm.net
Correspondent Name:	LEONG C. LEI
Address Line 1:	1867 YGNACIO VALLEY RD.
Address Line 2:	PMB #1008
Address Line 4:	WALNUT CREEK, CALIFORNIA 94598
ATTORNEY DOCKET NUMBER:	FP13797

OP \$40.00 6419804

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PATENT
REEL: 022917 FRAME: 0691

NAME OF SUBMITTER:

LEONG C. LEI

Total Attachments: 9

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LICENSE AGREEMENT

A Company, Licensor : O&H Aspirit Corp.

B Company, Licensee : S.A.W Green Technology Corporation

C Company, Witness : Asia Pacific Technomart Corp.

SUBJECT : LICENSE AGREEMENT(U.S Patent No. : US6,419,804 B1)

This Agreement, made this 18 day of April , by and between A Company ,a Corporation, duly organized and existing under the laws of the state of Malaysia, with its principal place of business at Level 12, Lot19, Lazenda Commercial Centre, Phase 3,87007 F.T. Labuan, Malaysia (hereinafter referred to as "A Company"), and B Company, a corporation duly organize and existing under the laws of Taiwan, with its principal place of business at 7F, No.13 Wucyuan Rd. Wugu-Township, Taipei County 24886 Taiwan (R.O.C.) (hereinafter referred to as "B Company"), and C Company , a corporation duly organize and existing under the laws of Taiwan, with its principal place of business at 1F, No.51, Alley22, Lane 553, Sec.4, Zhongxiao E. Rd., Xinyi District, Taipei City110,Taiwan(R.O.C.) (hereinafter referred to as "C Company")

WITNESSETH:

WHEREAS, A Company is the owner of certain patents (patent No.:US6,419,804 B1), patent applications and know-how concerning clean production; WHEREAS, A Company has provided certain information, and made certain representations to B Company concerning the technical, and safety profile of clean production, its useful dosage forms and patent protection in Taiwan and U.S.; and

WHEREAS, B Company, in reliance thereon, is desirous of obtaining a license from A Company under the patents, patent applications and know-how, and A Company is willing to grant such license to B Company upon the terms and conditions set forth in this Agreement. WHEREAS, C Company has played a role of witness and drafting a contract. Now THEREFORE, in consideration of the mutual obligations hereinafter set forth, the parties hereto agree as follows:

Article 1. DEFINITIONS: For the purposes of this Agreement, the following terms have the following meanings:

1. License Products : A Company own the US Patent (U.S Patent No. : US6,419,804 B1) which relating to the manufacture processes & its others relationship patent applications.
2. Improvements : All inventions, modifications and discoveries, patented or not, relating to the licensed Products, as such which improve the safety or efficacy of the Licensed Products or which enable the License Products to be manufactured more efficiently or at a lower cost acquired or conceived during the life of this Agreement.
3. A Company : O&H Aspirit Corp. Representative, President : Victor Hwang
Address : Level 2, Lot 19, Lazenda Commercial Centre, Phase 3, 87007 F.T. Labuan, Malaysia.
4. B Company: S.A.W Green Technology Corporation. Representative, President : Michael Peng, Address: 7 F, No 13, Wucyuan Rd. Wugu Township, Taipei County 24886 Taiwan (R.O.C.)
5. C company: Asia Pacific Technomart Corp. has played a role of witness and drafting a contract .
6. Combination Products: Products which include (1) the License Products and (2) one or more other ingredients. A Company Patents: All the American patents and patent applications which are listed in schedule 1 attached hereto and made a part thereof by reference, and all the American patents which issue in respect of such patent applications.
7. Net Sales: Net Sales in reference to the Licensed Products means the gross sales of the Licensed Products sold by B Company during the Royalty Computation Period (5 years ,each six months period), as herein-after defined, less the total of (1) ordinary and customary trade discounts, and (2) Business taxes and excise taxes, other consumption taxes, customs duties and compulsory rebates to governmental authorities actually paid or

deducted, and (3) amounts equivalent to five percent(5%)of said gross sales as an allowance for all other discounts and expenses except as provided for in (1) and (2) of this paragraph and such amounts shall never be in excess of five percent(5%)for any reason whatsoever.

Article 2. GRANTS of LICENSE:

1. Target of License : B Company hereby acknowledges that A Company has the right to exercise the A Company Patent (patent No. : US6,419,804 B1) and the A Company know-how in Taiwan subject to this condition, A Company hereby grants to B Company an exclusive license in the Territory under A Company Patents and the A Company know-how ,to manufacture, use and sell the Licensed Products and the Combination Products.
2. Scope of License : A Company hereby grants to B Company an exclusive license in the Territory under A Company Patents and the A Company know-how, to manufacture, use and sell the Licensed Products and the Combination Products. The license granted to B Company under Paragraph 1 hereof shall not include the right to grant sub-license to others.
3. Types of License : A Company hereby grants to B Company an exclusive license in the Territory.
4. Territory of License: Taiwan (R.O.C)
5. Area of Manufacture: unlimited; A Company is agreed and understood that B Company can manufacture the Licensed product in the designated address (a written consent); B Company shall not manufacture the Licensed Products without a written consent.
Otherwise, B Company shall assume have liability with regard to the Licensed Products.
6. Right of sub-contract manufacture: B Company shall not sub-contract manufacture the Licensed Products without a written consent. Otherwise, B Company shall assume have liability with regard to the Licensed Products.

7. Any taxes required to be paid or withheld by B Company on account of amounts payable to A Company under this Agreement shall be deducted from the amount of royalties due to A Company. Withholding tax rates shall be applicable to the payments provided for in this Agreement.(tax rate shall be applicable to the payment in according with Taiwan and Malaysia Income Tax Privilege Agreement)In addition, B Company shall provide A Company with receipts evidencing payment of such taxes from the relevant government or taxing authority.

Article 3: Royalties and Payment for License Granted:

1. B Company shall pay to A Company Royalties under A Company Patents and the A Company know-how, to manufacture, use and sell the Licensed Products and the Combination Products.
2. In consideration of the license granted under this Agreement, B Company shall pay to A Company(in designate Account) initial payment US\$1,000,000(B Company shall pay US\$ 250,000 every 6 months in two years) .
3. Patent Royalties: the amount of net sales of the Licensed Products sold by B Company each year during the Royalty Computation Period .
3.-1 Royalty Computation Period: each six months periods from the 1st of April to the 30th of September each year(both inclusive) and from the 1st of October each year to the 31st of March the following year(both inclusive).
4. The remittance of royalties set forth in Paragraph 1 hereof shall be made in the United States Dollars. In computing the royalty, the Net Sales for each Royalty Computation Period shall be converted into the United States Dollars at the closing rate of exchange as certified by Citibank in Taiwan, on the last business day of the Royalty Computation Period concerned.

Article 4 Duties and Responsibilities :

1. Information and Consultant Services: After A Company deliver a documentation to B Company, Requests for such assistance shall not be unreasonably denied by A Company. In connection with the furnishing of the A Company know-how to B Company, A Company will , during the term of this Agreement, allow B Company's personnel to visit A Company's plants and laboratories as necessary, and to work there under A Company direction. Requests for such assistance , A Company shall be paid by B Company in a reasonable price.
2. Secrecy: B Company agree to keep secret and confidential all know-how, information and data supplied by A Company. The obligations of secret imposed by this Article shall survive in Termination due to any causes.

Article 5 Registration: It is agreed and understood between A Company and B Company shall conduct corporation in the Territory relating to an application for 5 years registration for the Licensed Products to the Department of Intellectual Property Right(U.S.).

Article 6 Technical Assistance Agreement: In connection with the furnishing of the A Company know-how to B Company, A Company will , during the term of this Agreement, allow B Company's personnel to visit A Company's plants and laboratories as necessary, and to work there under A Company direction. Requests for such assistance shall not be unreasonably denied by A Company.

Article 7 Disclosure of Know-How: After the execution of this Agreement, A Company shall furnish B Company with the A Company know-how then

owned or controlled, or thereafter acquired by A Company.

Article 8 Patent and Warranties :

1. Patent Filing and Maintenance :

(1) A Company shall take all necessary steps to obtain patent protection for the inventions described in the A Company Patents, provided, however, that A Company does not warrant that all applications filed in connection with such steps will result in patents.

(2) A Company shall pay all expenses necessary to maintain for the full life thereof, all patents issued in the Territory based on the A Company Patents.

2. Grand Back : B Company shall assume no obligation to pay any Grand Back royalties to A Company except initial payment US\$ 1,000,000 , and 5 years royalties at the rate of five percent(5%)of its Net Sales, according to the terms of this Agreement.

Article 9 Infringement :

1. A Company does not warrant that the manufacture, use and sale by B Company of the Licensed Products and the Combination Products will not infringe any patents or other rights of the third parties.
2. If any patent infringement or any other lawsuit is instituted against B Company by a third party as a result of the use of the A Company Patents or the A Company know-how by B Company, the cost of defending such lawsuit, damages Payable and the cost of countersuit or of settlement of claims for damages shall all be borne by B Company ,and damages, if any recovered from such third party, shall be acquired by B Company.
3. B Company shall inform A Company of any infringement by a third party of the A Company Patents in the territory which comes to B

Company's notice. When A Company receives such information, it shall consult with B Company as to whether or not steps should be taken to prevent such infringement and as to which party shall assume responsibility for taking all possible steps to prevent such infringement. The party so chosen shall keep the other party fully informed of the steps taken, and all the costs and expenses incurred therefore shall be borne in equal shared by A Company and B Company.

Article 10 Liability :

A Company shall assume no liability with regard to the Licensed Products and the Combination Products Manufactured by B Company hereunder.

Article 11 Auditing : B Company shall keep full and accurate book and records setting forth the gross sales, the Net Sales , the amount of royalties payable to A Company as provided for in Article 1 (7) above with regard to the Licensed Products and the Combination Products sold by B Company. B Company shall permit A Company, by and independent certified public accountant employed by A Company and acceptable to B Company, to examine such books and records at any reasonable time, for the purpose of verifying the reports ,accountings and royalty payments of B Company hereunder at A Company's cost. B Company will not unreasonably refuse to accept the independent certified public accountant selected by A Company.

Article 12 Term of Agreement : This Agreement shall become effective on the date of execution of this Agreement, and continue until 5 years, however that's B Company shall pay to A Company royalties on the Net Sales pursuant to Article 3- (3.) hereof:

1. Until the expiration of 5 years from the date of execution of this Agreement(inclusive); or
2. Until the expiration of any A Company Patents in actual use by B Company in the Territory; whichever is later.

Article 13 Termination of Agreement :

1. In case either A Company or B Company breaches or defaults the performance of any of the provisions of the Agreement, and such breach or default is not cured within 60 days after the date of notice by the other party demanding the performance, the other party shall have the right to terminate this Agreement upon further 30 days' notice.
2. Termination due to any causes shall not release either A Company or B Company from any obligation arising prior to such termination.

Article 14 Governing Law :

This Agreement shall be governed by the laws of Taiwan (R.O.C). in all respects of validity, construction and performance thereof.

Article 15 Notice :

1. Any notice required relating to performance of this Agreement shall be sent to A Company or B Company. Notice shall be effective on the date on which it is sent by registered airmail.
2. In case either A Company or B Company changes its address at which notice is to be received, such change shall be notified without delay to the other party.

Article 16 Entire Agreement :

1. This Agreement sets forth the entire promises and understanding between both parties as to the subject matter hereof, and has priority over all documents, verbal consents or understandings made on or before the conclusion of this Agreement.
2. All consents or understandings on the subject matter hereof made prior to the conclusion of this Agreement, either in writing or orally, conflicting with this Agreement shall be nullified upon the conclusion of this Agreement.

Article 17 Official Text :

1. This Agreement has been executed in both the English and Chinese languages, and both texts shall be deemed the original. However,

both parties agree that the Chinese version shall be controlling.

2. The parties hereto have caused this Agreement to be executed in the English and the Chinese version, each in duplicate, by their duly authorized representatives.

A Company: O&H Aspirit Corp.

BY 

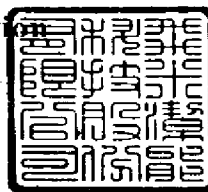
President Victor Hwang

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Tel : 805-987-1899 Fax : 805-987-5899
Mobile Phone :
E-mail : onh-aspirit.com.my or onhaspirit@verizon.net
Date : April 18, 2009 V.A.

B Company: S.A.W Green Technology Corporation

BY 

President Michael Peng



Address : 7 F, No 13, Wucyuan Rd. Wugu Township, Taipei County 24886 Taiwan (R.O.C.)
Tel : (02)89902168 Fax : (02)89902166
Mobile Phone :
E-mail : michael_peng@sawgreen.com
Date : April 18, 2009

C Company, Witness : Asia Pacific Technomart

BY 

General Manager Juang, Shwei-rong



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Date : April 18, 2009