

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT																						
NATURE OF CONVEYANCE:	Corrective Assignment to correct the prior recordation by removing Application Serial No. 12/020,809 from the Assignment previously recorded on Reel 023196 Frame 0578. Assignor(s) hereby confirms the pending arbitration involving an ownership dispute with respect to the other identified patent applications and patent.																						
CONVEYING PARTY DATA																							
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CORRESPONDENCE DATA																							

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PATENT
REEL: 023208 FRAME: 0267

CH \$400.00 11760793

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Address Line 1: 1560 BROADWAY
Address Line 2: SUITE 1200
Address Line 4: DENVER, COLORADO 80202-5141

ATTORNEY DOCKET NUMBER:	2943Z-179
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NAME OF SUBMITTER:	TODD P. BLAKELY
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O:TODD P. BLAKELY COMPANY:1560 BROADWAY

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SUBMISSION TYPE:	NEW ASSIGNMENT																								
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ALLEN & OVERY

**IN THE MATTER OF AN ARBITRATION UNDER THE SWISS RULES OF
INTERNATIONAL ARBITRATION**

B E T W E E N:

**HID GLOBAL GMBH
(GERMANY)**

Claimant

and

**MR. DAVID FINN
(IRELAND)**

**MONSTRELL LTD. T/A MICROELECTRONICS CONSULTANCY
(IRELAND)**

Respondents

NOTICE OF ARBITRATION

21 August 2009

ALLEN & OVERY

ALLEN & OVERY LLP
Erzbergerstrasse 5
68165 Mannheim
Germany

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Fax: +49 (0)621 3285 6541

Ref: 86240-00010 FR:5140453.5

PATENT
REEL: 023208 FRAME: 0271

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I.

Introduction

- 1 HID Global GmbH (**HID Germany** or the **Claimant**) hereby demands arbitration against Mr. David Finn (**Mr. Finn**) and Monstrell Ltd. t/a Microelectronics Consultancy (**Monstrell**, the **Respondents**, and jointly the **Parties**) under the Swiss Rules of International Arbitration (the **Swiss Rules**).
- 2 A dispute has arisen regarding the ownership rights in certain inventions (and corresponding patent applications/patents) made by Mr. Finn in fulfilling his obligations arising from certain consulting agreements, which will be specified in this Notice of Arbitration (the **Notice**).
- 3 Pursuant to Article 3(3) of the Swiss Rules, the Claimant sets out below: the particulars of the parties (under II.); the arbitration agreement and choice of applicable substantive law (under III.); details of the agreements under which the dispute arises (under IV.); information on the general nature of the claim and an indication of the amount in dispute (under V.); comments relating to certain aspects of the arbitral procedure (under VI.); and a statement of the relief sought (under VII.).
- 4 Pursuant to Article 3(3) of the Swiss Rules, HID has submitted five (5) copies of this Notice, together with all accompanying documents, to the Zurich Chamber of Commerce.
- 5 HID Germany has also transferred the Registration Fee to the account of the Zurich Chamber of Commerce.

II.

Parties

1. The Claimant

- 6 The Claimant, HID Global GmbH, is a limited liability company duly incorporated and validly existing under the laws of the Federal Republic of Germany and registered with the commercial register of the court in Wiesbaden under HRB 20928. Claimant is involved in

the business of providing access and identification management solutions for the delivery of secure identity on the basis of radio-frequency identification (**RFID**) technology. HID Germany is part of the global leader in door opening solutions, the Assa Abloy group of companies (**Assa Abloy Group**).¹ The controlling entity of Assa Abloy is Assa Abloy AB, with headquarters in Stockholm, Sweden, and listed on the Swedish Stock Exchange (**Assa Abloy AB**).

REDACTED

REDACTED

REDACTED

2. The Respondents

a) Mr. Finn

20 Mr. David Finn is a natural person, resident in Ireland.

21 The known contact details of Mr. Finn are:

Mr. David Finn
Lower Churchfield
Tourmakeady
Co. Mayo
Ireland

REDACTED

b) Monstrell

23 Monstrell Ltd. t/a Microelectronics Consultancy was the entity through which Mr. Finn was offering and selling his services to the Assa Abloy Group.

24 Monstrell Ltd. has its registered office at:

Monstrell Ltd.
Lower Churchfield
Tourmakeady
Co. Mayo
Ireland

III.

The Agreement to Arbitrate and Governing Law

REDACTED

IV.

Agreements Under which the Dispute Arises

REDACTED

1. The Assa Abloy Consulting Agreement

REDACTED

REDACTED

V.

General Nature of Claims and Indication of Amount in Dispute

REDACTED

2. Discharge of Mr. Finn's Obligations and Inventions Made

REDACTED

REDACTED

3. Mr. Finn's Illegal and Bad Faith Actions

REDACTED

a) Mr. Finn's Patent Applications in Violation of HID's Rights

REDACTED

51 As Claimant's research showed, on 26 September 2006 Mr. Finn had filed a provisional patent application (US 60/826,923) which, however, was to be published only in 2008 (as patent applications are regularly only published 18 months after the filing date).

REDACTED

REDACTED

- 54 On 1 January 2007 – the very next day after expiry of the Sokymat Consulting Agreement and prior to Assa Abloy ITG AB's application of April 2007 – Mr. Finn had filed a second provisional patent application (US 60/883,064) with the United States Patent and Trademark Office (the **USPTO**) relating to the "loop method". Thereafter, he filed two further patent applications relating to the "loop method" on 10 April 2007 (US 60/911,077; provisional application) and (US 11/733,756) both eventually claiming the priority date of his earlier filings made in September 2006 and January 2007; the latter was granted patent on 16 June 2009 (US 7,546,671). Again, the timing of the filing (on the very next day after the expiry) is evidence of Mr. Finn's bad faith conduct to deprive his partner Assa Abloy ITG of its intellectual property rights for which Assa Abloy ITG had to pay Mr. Finn.
- 55 Together, we refer to the cited U.S. patent (US 7,546,671), the cited applications filed by Mr. Finn, the cited application filed by Assa Abloy ITG AB of 24 April 2007 (US 60/913,753), the application of Assa Abloy ITG AB of 26 September 2007 (US 11/860,210) as well as any inventions disclosed in the cited patent and applications and any further patent applications and patents seeking protection for any of these inventions as the **Finn Consulting Inventions**.

REDACTED

b) **Mr. Finn's Interference with HID Germany's Own Patent Applications**

REDACTED

c) **Mr. Finn's Sham Assignments**

REDACTED

4. **Amount in Dispute**

REDACTED

VI.
Further Procedure and Evidence

REDACTED

VII.
Relief Claimed

65 The following claims are provisional at this stage; Claimant reserves the right to substantiate and amend the claims in the further proceedings, particularly regarding further inventions of Mr. Finn conceived of in connection with discharging his duties under the cited consulting agreements.

66 Claimant respectfully seeks an award:

- (1) adjudging and declaring that Claimant is the owner of the Finn Consulting Inventions;
- (2) *In the alternative for 1:* ordering that Mr. Finn and/or Monstrell assign any of their possible right, title or interest in the Finn Consulting Inventions to Claimant and/or take all possible steps to instruct AMAT to assign any of its right, title or interest in the Finn Consulting Inventions to Claimant;
- (3) ordering that Mr. Finn and Monstrell provide Claimant any support required under the pertinent laws in connection with the patent prosecution of the Finn Consulting

Inventions, particularly to sign any documents, including assignments, inventor declarations or oaths;

- (4) ordering that Mr. Finn and Monstrell be enjoined from interfering with Claimant's patent prosecution process regarding the Finn Consulting Inventions, especially from requesting that possible co-inventors do not provide Claimant the support required under the pertinent laws in connection with the patent prosecution of the Finn Consulting Inventions;
- (5) ordering that Mr. Finn and Monstrell take all possible steps to ensure that the registered applicant/patentee AMAT complies with any of the obligations set forth above in subparagraphs (2) to (4);
- (6) ordering that Mr. Finn and Monstrell compensate Claimant for any damages that Claimant or any of its affiliates have incurred and will in future incur as a result of Mr. Finn's, Monstrell's or AMAT's denial of Claimant's ownership and/or as a result of their failure to timely comply with any of their obligations set forth above in subparagraphs (2) to (5) as well as the damages in respect of all legal and other expenses incurred by claimant or its affiliates HID Global Corp. and Assa Abloy ITG AB in connection with these arbitration proceedings, including but not limited to: (i) the fees and expenses of its external and in-house counsel; (ii) the fees and expenses of the Arbitral Tribunal; (iii) the fees and expenses of the Zurich Chamber of Commerce; (iv) the reasonable costs and expenses of HID's and Assa Abloy's management and experts in respect of time devoted to this matter (such fees to be calculated on an opportunity cost basis); and (v) any other expenses howsoever incurred in connection with these proceedings;
- (7) ordering such further or other relief as to the Arbitral Tribunal seems just and appropriate.

Dated this 21 of August 2009



Allen & Overy LLP
Counsel for HID Global GmbH