

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The University of Waikato	03/12/2009
RECEIVING PARTY DATA	
Name:	WaikatoLink Limited
Street Address:	Level One, Core Facilities Building
Internal Address:	Waikato Innovation Park, Ruakura Road
City:	Hamilton
State/Country:	NEW ZEALAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12338723
CORRESPONDENCE DATA	
Fax Number:	(650)494-0792
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 813-5850
Email:	cdiez@mofo.com
Correspondent Name:	Norman R. Klivans
Address Line 1:	Morrison & Foerster LLP
Address Line 2:	755 Page Mill Road
Address Line 4:	Palo Alto, CALIFORNIA 94304-1018
ATTORNEY DOCKET NUMBER:	627542001000
NAME OF SUBMITTER:	Norman R. Klivans
Total Attachments: 7 source=Univ.Assign#page1.tif source=Univ.Assign#page2.tif source=Univ.Assign#page3.tif source=Univ.Assign#page4.tif	

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**PATENT
 REEL: 023293 FRAME: 0756**

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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BETWEEN: The University of Waikato

AND: WaikatoLink Limited

DESCRIPTION:

By this Deed The University of Waikato assigns to WaikatoLink Limited all their right, title and interest in and to the *Intellectual Property Rights*.

JAMES & WELLS
INTELLECTUAL PROPERTY

Private Bag 11907
Level 9, Ellerslie Tower,
56 Cawley Street, Ellerslie
Auckland

 PATENT

REEL: 023293 FRAME: 0758

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BETWEEN

The University of Waikato, a body corporate incorporated under the University of Waikato Act 1963, of Hillcrest Road, Hamilton, New Zealand

("Assignor")

AND

WaikatoLink Limited, a New Zealand company having its registered office at Level One, Core Facilities Building, Waikato Innovation Park, Ruakura Road, Hamilton, New Zealand

("Assignee")

ON THE BASIS THAT-

1.0 DEFINED TERMS

1.1. *Copyright* shall mean the property rights which exist in any *Copyright Work*.

1.2. *Copyright Work* shall mean:

1.2-1. a work of any of the types described in Section 14 of the New Zealand Copyright Act 1994; and/or

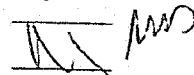
1.2-2. a work in which copyright exists; and

which relates to the *Invention*.

1.3. *Design Rights* shall mean the right to apply for a registered design relating to the *Invention* or equivalent protection in any country of the world and to claim priority under international convention from any such applications and the rights conferred by such registered designs or equivalent protection when granted.

1.4. *Intellectual Property Rights* shall mean all intellectual property rights whatsoever relating to the *Invention* including without limitation the *Patent*, the *Patent Rights*, the *Design Rights*, the *Copyright* and the *Technical Information*.

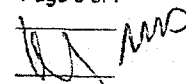
1.5. *Invention* shall mean the invention the subject of the *Patent*.



DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 1.6. *Patent* shall mean the patent application set out in the Schedule and any patent application or letters patent claiming priority from same anywhere in the world, and any letters patent granted upon any of the foregoing patent applications, together with any continuation, division, renewal, substitute or reissue of any of the foregoing.
- 1.7. *Patent Rights* shall mean:
- 1.7-1. the right to apply for any patent relating to the *Invention* or equivalent protection in any country of the world and to claim priority under any international convention from any such application(s) and the rights conferred by such patents or equivalent protection when granted; and
 - 1.7-2. the rights conferred by the *Patent* including the right to claim priority under any international convention and the right conferred by such *Patent* now and when granted.
- 1.8. *Technical Information* shall mean all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the *Invention* and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.
- 2.0 BACKGROUND**
- 2.1. One of the **Assignor's** employees invented the *Invention*, together with an employee of the **Assignee**.
- 2.2. The **Assignor** has a commercial relationship with the **Assignee** pursuant to which the **Assignee** may call for an assignment of certain intellectual property, including the *Invention*.
- 2.3. By this deed the **Assignor** assigns to the **Assignee**, all of its right, title and interest in and to the *Intellectual Property Rights* on the terms described below.

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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BY THIS DEED THE PARTIES AGREE –

3.0 THE ASSIGNMENT

- 3.1. The **Assignor** hereby assigns all its right, title and interest in and to the *Intellectual Property Rights* to the **Assignor**.
- 3.2. The assignment will take effect on the date this Deed is fully executed by the parties.
- 3.3. The **Assignor** hereby consents to the assignment by Lewis Jayathu Fernando of his entire right and interest in the *Intellectual Property Rights* to the **Assignee**.

4.0 CONSIDERATION

- 4.1. In consideration for the assignment detailed in clause Error! Reference source not found., the **Assignee** will pay to the **Assignor** the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is hereby acknowledged by the **Assignor**.
- 4.2. Any and all rights of the **Assignor** with respect to the *Invention* and *Intellectual Property Rights* will pass to the **Assignee** upon execution of this Deed.

5.0 ASSIGNOR'S OBLIGATIONS

- 5.1. The **Assignor** undertakes to (at the **Assignee's** cost) execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the **Assignee** for vesting absolutely all its right, title and interest to the *Intellectual Property Rights* in favour of the **Assignee**, and for conferring on the **Assignee** the right to take action against any third party who copies the *Invention* or infringes the *Intellectual Property Rights*.
- 5.2. The **Assignor** agrees to treat as confidential all information relating to the *Invention* and the *Intellectual Property Rights* and shall not use, disclose or publish same without the express prior written consent of the **Assignee**. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the **Assignors**. The **Assignor** agrees to seek prior clearance from the **Assignee** in any case of uncertainty.

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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

6.0 ASSIGNOR'S WARRANTIES

6.1. The Assignor warrants that there are no encumbrances or other matters affecting the Assignor's capacity to assign the Intellectual Property Rights to the Assignee free of any encumbrances or interests whatsoever.

7.0 GOVERNING LAW

7.1. This Deed and any disputes relating to it shall be governed by and construed in all respects in accordance with the laws of New Zealand.

7.2. Each party to this Deed submits to the non-exclusive jurisdiction of the courts of New Zealand.

Executed as a Deed this 12 day of March 2009 for and on behalf of The University of Waikato by its duly authorised officers

Name

Signature

Position

Name

Signature

Position

Witnessed by:

Name

Signature

Occupation

Place

Initialed by:

PATENT

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Executed as a Deed this 01 day of 04 . 2009 for and on behalf of
WaikatoLink Limited by its duly authorised officers

MSL
Name
MARK STUART
Signature
CEO
Position

/
Name
/
Signature
/
Position

Witnessed by:

ABIGAIL ADAMS
Name
Abigail Adams
Signature
EXECUTIVE ASSISTANT
Occupation
WAIKATOLINK - HAMILTON
Place

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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

SCHEDULE

Patent (clause 1.6):

Title	Country	Serial Number
High current voltage regulator	United States	12/338,723

Initialed by:

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