

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Arlie R. Conner	02/08/2008
<b>RECEIVING PARTY DATA</b>	
Name:	Lumencor, Inc.
Street Address:	15250 NW Greenbrier Parkway
City:	Beaverton
State/Country:	OREGON
Postal Code:	97006
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12167071
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(415)362-2928
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Fliesler Meyer LLP
Address Line 1:	650 California Street, 14th Floor
Address Line 4:	San Francisco, CALIFORNIA 94108
ATTORNEY DOCKET NUMBER:	LUMEN-01005US1
NAME OF SUBMITTER:	Sheldon R. Meyer
<b>Total Attachments: 6</b> source=Exclusive License AgreementEfileSigs#page1.tif source=Exclusive License AgreementEfileSigs#page2.tif source=Exclusive License AgreementEfileSigs#page3.tif source=Exclusive License AgreementEfileSigs#page4.tif source=Exclusive License AgreementEfileSigs#page5.tif	

**CH \$40.00 12167071**



EXCLUSIVE LICENSE AGREEMENT

This Agreement made effective this 15<sup>th</sup> day of September, 2007, between

Arlie R. Conner, an individual, with an address of 7624 SE 7<sup>th</sup> Avenue, Portland, Oregon 97202

“Licensor”,

and

Lumencor, Inc., a corporation incorporated under the laws of Delaware with principal offices at 15250 NW Greenbrier Parkway, Beaverton, Oregon 97006 and Affiliates

“Licensee”.

**BACKGROUND**

Licensee desires to obtain from Licensor and Licensor wishes to grant to Licensee an exclusive license under the Licensed Patents to make, have made, use, offer to sell, sell and import and sublicense the Licensed Product and to make, have made, use, offer to sell, sell and import and sublicense the Licensed Technology.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and obligations hereinafter contained, and other good and valuable consideration, the receipt of which has been acknowledged by the Licensor, Licensor and Licensee agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

For the purposes of this Agreement, the following capitalized terms, words, and phrases, when used in either the singular or plural, shall have the following meanings:

“**Agreement**” means the Background section, the terms and conditions and all schedules attached thereto.

**“Confidential Information”** means any information disclosed under this Agreement, whether or not designated as being confidential or proprietary, for which reasonable precautions have been taken to maintain the secrecy of such information, including but not limited to information relating to any scientific or engineering or medical research or development project, work in process, future developments, names of suppliers and customers, marketing and business plans relating to either party (the “Disclosing Party”), whether in oral, written, graphic or electronic form and which is marked as confidential and/or is promptly identified as being confidential. Confidential Information shall not include information that is: (i) known to the other party (the “Receiving Party”) prior to disclosure by the Disclosing Party; (ii) disclosed in published literature; (iii) generally known or available to industry; (iv) obtained by the Receiving Party from a third party who is not in breach of any confidentiality obligations to the Disclosing Party; (v) independently developed by the Receiving Party without any reference to confidential or proprietary information received from the Disclosing Party; or (vi) disclosed pursuant to the Order of a Court or regulatory agency provided the Disclosing Party is notified of the relevant court or regulatory agency proceeding and is given an opportunity to seek confidential protection of each Confidential Information.

**“Covered by the Licensed Patents”** means that, in respect of a Licensed Product, the manufacture, use, offer for sale, or sale or import of such Licensed Product would infringe, but for the License granted hereunder, a Valid Claim in the Licensed Patents in the country for which such product is manufactured, used, offered for sale or sold, or imported, or in respect of pending patent applications, the manufacture, use, offer for sale or sale or import of such Licensed Product as disclosed in claims of the pending application, for which, due to a lack of prior art, there is a reasonable belief that these claims will issue into a patent, for the country where the patent application is pending.

**“Effective Date”** means the date first written above.

**“Entity”** means a corporation, an association, a joint venture, a partnership, a trust, a business, an individual, a government or political subdivision thereof, including an agency, or any other organization which can exercise independent legal standing.

**“Know-How”** means trade secrets, Confidential Information, and other useful, proprietary information, including without limitation to, knowledge, know-how, techniques, processes, and inventions not known to the public, related to the Licensed Patents, the Licensed Technology and/or Licensed Product.

**“License”** means the license rights granted in Article 2 of this Agreement.

**“Licensee”** means Lumencor and Affiliates of Lumencor.

**“Licensed Patents”** means the patents and/or patent applications identified in Schedule A, any additional U.S. and foreign patents and/or patent applications relating to the Licensed Technology and/or the Licensed Product (1) acquired and/or developed by the Licensor that are needed to enjoy the benefits of the Licensed Technology, and/or which are filed by or on behalf of Licensor before and/or during the term of this Agreement, and/or (2) any and all U.S. and foreign continuations, continuations-in-part, divisions, patents of addition, reissues, re-examinations, or extensions of the foregoing and all patents or similar rights that issue from any of the foregoing on a worldwide basis.

**“Licensed Product”** any product whose manufacture, use, sale, offer for sale, or import is included in the Licensed Technology including, but not limited to, the Licensed Patents, and the Know-How.

**“Licensed Technology”** means all of the technology, information and intellectual property contained in the Licensed Patents and the Know-How and including the technology as described in Schedule B.

**“Licensor”** means Arlie R. Conner.

“**Sublicensee**” means any Entity that is expressly licensed by Licensee, pursuant to the authority granted in this Agreement to grant sublicenses under the Licensed Technology and/or the Licensed Patents and/or the Know-How.

“**Territory**” means worldwide; and

“**Valid Claim**” means a claim in an issued patent that has not been held invalid or unenforceable by the final, unappealable decision of a court, or similar legal entity, of competent jurisdiction.

## **ARTICLE 2**

### **GRANT OF RIGHTS**

#### **2.1 License**

Licensor hereby exclusively grants to Licensee the exclusive, royalty free, and royalty fully paid-up, irrevocable, and in perpetuity license (with the right to sublicense), in the Territory, to the Licensed Technology and the Licensed Patents and the Know-How, to make, have made, use, offer to sell, sell and/or import and/or sublicense the Licensed Technology and the Licensed Products and the Know-How.

#### **2.2 Rights to Sublicense**

The License granted under this Agreement specifically includes the right of Licensee to grant sublicenses.

## **ARTICLE 3**

### **TERM**


#### **3.1 Term**

The term of this Agreement shall commence on the Effective Date, and, unless otherwise terminated under this Agreement, shall extend until the last patent of Licensed Patents expires.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed by their duly authorized representative effective the effective date set forth above.


ARLIE R. CONNER

Date: Feb 8, 2008

  
By: Arlie R. Conner  
(I have the authority to bind myself)

LUMENCOR, INC.

Date: Feb. 8, 2008

  
By: Steven M. Jaffe, Ph.D.  
(I have the authority to bind the Corporation)

Title: President & CEO

**Schedule A**

**Licensed Patents and Applications**

1. US Provisional Application No. 60/947,938  
Filed: July 3, 2007  
Title: Novel LED Illumination System

COPY ATTACHED