

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Michael Wing Wai Tsang	06/17/2004
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	The Chinese University of Hong Kong
<b>Street Address:</b>	Shatin, N.T.
<b>City:</b>	Hong Kong
<b>State/Country:</b>	CHINA
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12527624
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)760-9502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	efiling@kmob.com
<b>Correspondent Name:</b>	Knobbe Martens Olson and Bear LLP
<b>Address Line 1:</b>	2040 Main Street
<b>Address Line 2:</b>	Suite 1400
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614
<b>ATTORNEY DOCKET NUMBER:</b>	INSIG1.019APC_#2 OF 2
<b>NAME OF SUBMITTER:</b>	Neil S. Bartfeld, Ph.D.
<b>Total Attachments: 2</b>	
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CONFIDENTIAL

Name Tsang Wing Wai, Michael

Address:

Room 104-106, Hong Kong Institute of Biotechnology, 2 Biotechnology Avenue, 12 Miles, Tai Po Road, New Territories.

Dear Michael,

I write to convey to you the University's decision to offer you a Contract to render services to Prof. Andrew Burd of the Department of Surgery of the University in relation to his/her research project entitled "The Design and Development of a Novel Bio-interactive Electro-chemical Wound Dressing Incorporating the Physical Vapour Deposition of Nanoscale Silver Ions". This Contract for Service shall be subject to the following terms and conditions:

1. This Contract for Service is not a contract of employment and does not create an employer-employee relationship between the University and you.
2. Your assignment under this Contract for Service shall be to serve as an external consultant for the IIF project as arranged with Prof. Andrew Burd during the period from 1st May 2004 to 30<sup>th</sup> April 2006.
3. In consideration of the services to be rendered by you under this Contract, you shall receive a total contract sum of HK\$ 240,000.00 payable in the following manner :-
  - (a) in a lump sum; or
  - (b) HK\$ \_\_\_\_\_ [per calendar month/for every 30-day period commencing on \_\_\_\_\_ (date) (please specify as appropriate)]; or
  - (c) by a periodic payment of HK\$ 10,000.00 for each month of work performed to be certified by Prof. Andrew Burd,

*(choose (a), (b) or (c), or please put down other payment arrangements as the case may be) which shall be payable in arrears subject to your rendering satisfactory service under this Contract for Service. Should this Contract be terminated in accordance with the provisions of paragraph (6) below prior to the expiry of the contract term, the total contract sum shall be payable on a pro-rata basis in accordance with the actual period of contract term served/ amount of work performed (please specify as appropriate)].*

4. If at any time during the contract term and arising out of or in connection with this Contract, you (either by yourself or jointly with any other person or persons) invent, write, design, discover, make, conceive, develop or otherwise acquire any Intellectual Property\*, such Intellectual Property shall be the absolute property of the University unless otherwise provided for by the University, and you shall immediately communicate to the University full details thereof. At the request and expense of the University you shall give and supply all such information, data, drawings, designs, specifications, models and assistance as may be required to enable the University to exploit the Intellectual Property to its best advantage and shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection of the aforesaid Intellectual Property in such parts of the world as may be specified by the University and for vesting all rights, title and interest in the same in the University as it may direct.

\* Intellectual Property shall include but not be limited to all or any of the following:-

- i) Trade/Service Mark
- ii) Trade Name
- iii) Invention (whether patentable or not)
- iv) Know-how
- v) Copyright
- vi) Design
- vii) Trade Secrets or Other Confidential Information
- viii) Goodwill

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5. The materials provided by you to Prof. Andrew Burd under this Contract shall be deemed as University property at the University's disposal. Except in the proper course of the discharge of your duties and obligations under this Contract or as compelled by law, you should not, without the prior written consent of the University, divulge any information arising from or in connection with the said research project to parties other than Prof. Andrew Burd. Strict confidentiality with regard to the materials and the said research project shall therefore be observed during and after the term of this Contract. Upon the University's request and, in any event, upon the termination of this Contract, you must return all correspondence, working papers, documents, records, tapes, computer disks and all other materials of whatever nature (including copies thereof) which may be in your possession or control which have been provided to or prepared by you under this Contract. The University reserves all rights for application of any part of such materials.
  
6. Termination of this Contract for Service without cause prior to the expiry of the contract term may be effected by either party by giving to the other one month's notice in writing. The University may terminate this Contract for Service prior to the expiry of the contract term by giving to you seven (7) days' notice in writing if you should be in breach of your duties and/or obligations hereunder and such breach has not been remedied within fourteen (14) days of written notice from the University.
  
7. This Contract for Service shall cease upon the expiry of the contract term stipulated in paragraph 2 or in accordance with paragraph 6 above, unless it is further extended or renewed subject to mutual agreement.
  
8. You shall be responsible for :-
  - (a) making your own insurance arrangements (if applicable);
  - (b) compliance with the Mandatory Provident Fund Schemes Ordinance (if applicable); and
  - (c) reporting any and all income under this Contract for Service to the Inland Revenue Department and settling all related tax payment matters with the Government of the Hong Kong Special Administrative Region or elsewhere by yourself.

If you wish to accept this Contract for Service on the terms and conditions set out above, please sign the enclosed duplicate of this letter and return it to the undersigned as soon as possible.

If you do not wish to accept this Contract for Service, please notify me in writing immediately and return both copies of this letter.

Yours faithfully,



Professor Andrew Burd  
Project Investigator

To: Professor Andrew Burd (Project Investigator)  
The Chinese University of Hong Kong

I accept and agree to be bound by the terms and conditions of the Contract for Service set out above.

Date 17.06.04 Signed 

Name in Block Letters TSANG WING WAI, MICHAEL