



07-01-2010

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TO THE COMMISSIONER OF THE U.S. P/



103600896

Sir: Please record the attached original doc

6.28.10

1. NAME OF CONVEYING PARTIES [ASSIGNOR(S)]:

- a. Lucas Longginou
- b. Miles Moody
- c.
- d.
- e.
- f.
- g.
- h.

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED?  YES  NO

2. PARTIES [ASSIGNEE(S)] RECEIVING INTEREST:

NAME: Voxson Limited  
 ADDRESS: Unit 1, 908 Kingsford Smith Drive, Eagle Farm, Brisbane, Queensland 4009 Australia

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED?  YES  NO

3. NATURE OF CONVEYANCE/DOCUMENT:

- ASSIGNMENT OF
- ORIGINAL
- CHANGE OF NAME
- SECURITY
- WHOLE or
- FACSIMILE/PHOTOCOPY
- VERIFIED TRANSLATION
- MERGER
- PART INTEREST
- OTHER:

Execution Date(s) on the Conveyance/Document: November 8, 1999

Execution Date(s) on the Declaration (if filed herewith):

4. APPLICATION AND/OR PATENT NUMBER(S):

Additional sheets attached?  YES  NO

a. Application Number(s)	Matter No.	First Inventor	b. Patent Number(s)	Matter No.	First Inventor
08/782,578	12891-001-999	Longginou			

5. NAME & ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE MAILED:

Customer No. 20583  
 Jones Day  
 Intellectual Property Group  
 222 East 41<sup>st</sup> Street  
 New York, NY 10017-6702

6. NUMBER OF PROPERTIES INVOLVED:

Applns 1 + Patents 0 = Total: 1

7. AMOUNT OF FEE DUE:

Above Total 1 x \$40 = \$ 40 (Fee Code 8021)

8. PLEASE CHARGE TO:

DEPOSIT ACCOUNT NO. 503-013  
 Under Order No. 967584-600001  
 Matter No.

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

10. TOTAL NUMBER OF PAGES (including cover sheet, attachments and documents): 6

Signature

Name of Attorney: Vishal V. Khatri  
 Registration No. 51,873

Date: June 28, 2010  
 Telephone: (202) 879-3939 / Facsimile: (202) 626-1700

06/30/2010 MJAMA1 00000024 503013 08782578  
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FILE WITH PTO RETURN RECEIPT (PAT-103A)

**LUCAS LONGGINOU AND MILES MOODY**

**VOXSON LIMITED**

**INVENTION ASSIGNMENT AGREEMENT**

**MINTER ELLISON**

Lawyers

Level 22 Waterfront Place

1 Eagle Street

BRISBANE QLD 4000

Telephone +617 3226 6333

Facsimile +617 3229 1066

TJB NPW 9900466

## INVENTION ASSIGNMENT AGREEMENT

AGREEMENT dated *8th November 1999* 1999

BETWEEN LUCAS LONGGINOU of 55 Riverview Terrace, Hamilton, Queensland,  
MILES MOODY of 12 Jolimont Avenue, Ascot, Queensland (the 'Owners')

AND VOXSON LIMITED ACN 005 291 458 of 231 Holt Street, Pinkenba,  
Queensland (the 'Assignee')

## RECITALS

- A. The Owners have invented certain new and useful improvements described in schedule 1 (the 'Invention').
- B. Miles Moody and the Assignee entered into an agreement on 21 February 1994 under which the Assignee agreed that, subject to the patent for "improvement in positioning systems" being accepted, it would transfer to Miles Moody AU\$200,000 worth of shares in the Assignee's public float, if successful (the 'Moody Agreement').
- C. The Assignee has agreed to purchase all rights in the Invention on the terms and conditions of this agreement.

## AGREEMENT

## 1. DEFINITIONS

'Confidential Information' means the following, whether or not in material form:

- (a) the Materials;
- (b) all other confidential information (including but not limited to, trade secrets and confidential know-how) relating to the Invention;
- (c) that part of all notes and other records prepared by the Owners based on or incorporating the information referred to in paragraph (b); and
- (d) all copies of the documents, information, and those parts of the notes and other records referred to in any of paragraphs (a), (b) and (c).

'Intellectual Property Rights' means all intellectual property rights, including but not limited to:

- (e) patents, copyright, EL rights, registered designs, trade marks and any right to have confidential information kept confidential; and
- (f) any application or right to apply for any of the rights referred to in paragraph (a).

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'Invention' means the invention developed by the Owners, the basic characteristics of which are described in schedule 1.

'Materials' means the working drawings, plans, specifications and all other materials prepared by the Owners relating to the Invention, and all drafts of those documents.

## 2. ASSIGNMENT

2.1 In consideration of the sum of \$1.00 paid today by the Assignee to the Owners, each of the Owners assigns to the Assignee all existing and future Intellectual Property Rights in the Invention and the Materials.

2.2 Each of the Owners:

- (a) acknowledges that no additional documentation is necessary to complete the assignment made under clause 2.1 and by virtue of that clause all existing Intellectual Property Rights in the Invention and Materials are vested in the Assignee, and on their creation, all future Intellectual Property Rights in the Invention and the Materials will vest in the Assignee; and
- (b) must do all things reasonably requested by the Assignee (at the Assignee's expense) to enable the Assignee to apply for registration of or to assure further the Intellectual Property Rights assigned under clause 2.1, including but not limited to, enabling the Assignee to apply for patents in respect of the Invention.

## 3. DELIVERY AND DISCLOSURE

When this agreement is signed the Owners must:

- (a) deliver to the Assignee:
  - (i) all models of the Invention;
  - (ii) the Materials; and
  - (iii) all copies of all other Confidential Information; and
- (b) disclose to the Assignee:
  - (i) all Confidential Information; and
  - (ii) all other information relating to the Invention in the Owners' possession or control.

## 4. CONFIDENTIAL INFORMATION

4.1 Each of the Owners agrees to keep confidential and not to use the Confidential Information except as required or approved by the Assignee in writing.

ENC. 1 PAGE 3

- 4.2 The Owners' obligations of confidentiality under this agreement continue until the Confidential Information becomes public knowledge otherwise than as a result of a breach of this agreement.

#### 5. WARRANTY

Each of the Owners warrants that:

- (a) the Owners have the right to make this assignment; and
- (b) the Confidential Information is confidential.

#### 6. ISSUE OF SHARES TO MILES MOODY

As some of the patent applications for "improvements in positioning systems" listed in Schedule 1 have been granted, the Assignee acknowledges that pursuant to the Moody Agreement it must issue to Miles Moody AU\$200,000 worth of shares in the Assignee upon the Assignee receiving approval for admission to the official list of any stock exchange on terms acceptable to the Assignee.

#### 7. FURTHER ACTION

Each party must do or cause to be done all things necessary or desirable to give effect to, and refrain from doing things that would hinder performance of, this agreement.

#### 8. GOVERNING LAW

This agreement is governed by the laws of the State of Queensland.

### SCHEDULE 1 - INVENTION

Positioning systems utilizing mobile telephone system for correction signals more particularly described in the following patents and patent applications:

Country	No.	Country	No.
Australia	5552/94	Malaysia	PI 93 02530
Canada	2150757	New Zealand	258059
USA	08/782578	North Korea	P-95-471
China	93112650	Singapore	96/05169-3
European Union	94900650	South Africa	93/09312
Indonesia	P-007145	South Korea	702287/95
Japan	6-512589	Vietnam	S-1260/95

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EXECUTED as an agreement.

SIGNED by LUCAS LONGGINOU in the presence of

*Lucas Longginou*

*[Signature]*  
.....  
Signature of witness

*Tim Reid*  
.....  
Name of witness (print)

SIGNED by MILES MOODY in the presence of

*[Signature]*

*[Signature]*  
.....  
Signature of witness

*J. Anthony*  
.....  
Name of witness (print)

SIGNED for VOXSON LIMITED by an authorised officer in the presence of

*Lucas Longginou*  
.....  
Signature of officer

*[Signature]*  
.....  
Signature of witness

*Tim Reid*  
.....  
Name of witness (print)

*Lucas Longginou*  
.....  
Name of officer (print)  
*DIRECTOR*  
.....  
Office held

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