

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Zecotek Photonics Inc.	08/01/2008
<b>RECEIVING PARTY DATA</b>	
Name:	Zecotek Imaging Systems Singapore Ptd Ltd.
Street Address:	20, Science Park Road, #01-23/25,
Internal Address:	Teletch Park, Science Park II,
City:	Singapore
State/Country:	SINGAPORE
Postal Code:	117674
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	10502960
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(425)455-1046
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	425-455-5575
Email:	rfung@graybeal.com
Correspondent Name:	Graybeal Jackson LLP
Address Line 1:	400 108th Avenue NE
Address Line 2:	Suite 700
Address Line 4:	Bellevue, WASHINGTON 98004
ATTORNEY DOCKET NUMBER:	2834-011-03
NAME OF SUBMITTER:	Thomas E. Loop
Total Attachments: 7 source=2834-011-03_Asset_Purchase_Agmt_20100927#page1.tif source=2834-011-03_Asset_Purchase_Agmt_20100927#page2.tif	

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**PATENT**  
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## ASSET PURCHASE AGREEMENT

THIS AGREEMENT DATED AS OF THE 1st DAY OF AUGUST 2008.

AMONG:

- (1) **ZECOTEK PHOTONICS INC.**, a company incorporated in Canada with its registered office in the city of Vancouver, Canada ("**Vendor**")

AND:

- (2) **ZECOTEK IMAGING SYSTEMS SINGAPORE PTD LTD**, a company incorporated in Singapore, with its registered office at 39 Robinson Road, #07-01 Robinson Point, Singapore 068911 (the "**Purchaser**")

RECITALS:

A. **WHEREAS** the Vendor is the registered owner of the Patents, Trademarks, Technical Information and Rights pertaining to a technology known as the LFS scintillation material (the "**Technology**");

B. **WHEREAS** the Vendor wishes to sell the Patents, Trademarks, Technical Information and Rights to the Technology to the Purchaser and the Purchaser wishes to purchase these from the Vendor;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree (the "**Agreement**") each with the other as follows:

### 1 INTERPRETATION

1.1 In this Agreement,

- (a) "**Assets**" means the Patents, Trademarks, Technical Information, and Rights as they pertain or are connected to directly or indirectly to the Technology;
- (b) "**Patents**" means
- (i) all inventions, patents, patent applications, complete, incomplete and provisional patent and patent applications, continuations, continuations in part and divisional patents and registrations for the Technology in any jurisdiction world-wide;
  - (ii) the right title and interest in and to any inventions arising out of the Technology and the benefit thereof;

- (iii) the right to apply for and obtain patents or other similar forms of protection in respect of the Technology including the right to claim priority;
- (iv) the right to file any new applications in respect of any part of the subject-matter of the Technology; and
- (v) the right to bring proceedings for infringement of the Technology including any infringement prior to the Effective Date.

including without limitation the patents and patent applications listed in Schedule A

(c) **"Rights"** means

- (i) all research agreements relating to the Technology;
- (ii) all material transfer agreements relating to the Technology;
- (iii) all confidential disclosure agreements relating to the Technology;
- (iv) all manufacturing and distribution agreements related to the Technology including the agreement with Northrup Grumman;
- (v) all other contracts and agreements related to the Technology,
- (vi) all know-how pertaining to the Technology or related thereto;
- (vii) all worldwide copyright in and to all materials and works of any kind arising from the Technology and the Assets and owned by the Vendor" or words to that effect
- (viii) all rights of action, whether or not exercised, whether contingent or not in respect, in respect of of any violation or alleged violation of the Vendor's rights of whatever nature in the Technology, including for greater certainty the right to bring proceedings for infringement including any infringement prior to the Effective Date of this Agreement;

(d) **"Technical Information"** means to the extent same exist and are in the possession or control of Vendor, all of their existing information, data, drawings, specifications, product design histories, technical records, quality system documentation relating to the Technology, including, without limitation, technical reports, laboratory notebooks, process development data and formulation records including without limitation the technical information;

(e) **"Technology"** means an invention known as the LFS scintillation material;

(f) "Trade Marks" means

- (i) all trade marks, trade names, business names, service marks, packaging designs, logos and copyrights, and all applications and registrations for the foregoing in any jurisdiction worldwide relating to the Technology;
- (ii) the right to apply for and trade marks or other similar forms of protection in respect of the goodwill and reputation in the Technology including the right to claim priority.

## **2. Transfer of Technology**

2.1 Subject to the terms and conditions of this Agreement, Vendor agrees to assign and transfer all their right, title and interest in the Assets to Purchaser, and Purchaser agrees to acquire the Assets from Vendor, as of the Effective Date, for the consideration set out in paragraph 2.2.

2.2 In consideration of the transfer by the Vendor of the Assets to Purchaser, the Purchaser shall, subject to section 2.3, issue a non-interest bearing promissory note to pay [REDACTED] to the Vendor, said amount constituting the fair market value of the Technology as of the Effective Date, which amount shall be subject to the adjustments sets out in sections 2.3 and 2.4.

2.3 In the event that the Purchaser sells, licences or otherwise disposes of the Assets to an arm's length third party, or it gathers objective evidence on the arm's length valuation of the Assets, and the consideration for any such transaction exceeds [REDACTED] or the Assets are so valued in excess thereof, the excess shall be added to the consideration set out in section 2.2 and be deemed to form part thereof, and the promissory note described in section 2.2 shall correspondingly be increased by said excess and be deemed to form part of the principal of said note. The same shall apply if the Purchaser enters into any transaction with an arm's length third party whereby the terms and conditions of the transaction are based in whole or in part on a value of the Assets in excess of [REDACTED].

2.4 In the event that the amount specified in paragraph 2.2, if and when adjusted by section 2.3, is subject to a tax dispute resolving in a final decision (after all rights of appeal have expired) under which said amount is revised upwards, Vendor and Purchaser agree that the Vendor's proceeds of disposition of the Technology and the Purchaser's cost of it will be said higher amount, the difference being settled by Purchaser by a demand note.

## **3. Representations And Warranties**

3.1 In order to induce Purchaser to enter into this Agreement and complete their obligations hereunder, Vendor represents and warrants to Purchaser that:

- (a) Vendor is and remains duly incorporated and validly existing under the laws of Canada;
- (b) Vendor has good and sufficient right and authority to enter into this Agreement and to carry out its obligations under this Agreement on the terms and conditions set forth

herein, and this Agreement is a binding agreement on Vendor enforceable against it in accordance with its terms and conditions;

- (c) Vendor owns all right title and interest in and to the Assets free from encumbrances and that no other person has any right title or interest thereto;
- (d) Vendor is not aware of and have not received any notice from any person or entity claiming that any of the Assets infringes or misappropriates any of the intellectual property rights of any person or entity;
- (e) there are no contracts, licenses or agreements with respect to the Assets under which there is any dispute known to Vendor regarding the ownership of the Technology;
- (f) to the best of the knowledge of Purchaser, the Assets are not subject to any proceeding or outstanding decree, order, judgment or settlement agreement or stipulation that restricts in any manner the use, transfer or licensing thereof by Vendor or that may affect the validity or use of the Technology, as applicable;

3.2 In order to induce Vendor to enter into this Agreement and complete their obligations hereunder, Purchaser represents and warrants to Vendor that:

- (a) Purchaser has good and sufficient right and authority to enter into this Agreement and to carry out each of their obligations under this Agreement on the terms and conditions set forth herein, and this Agreement is a binding agreement on Purchaser enforceable against each of them in accordance with its terms and conditions;
- (b) to the extent that they might reasonably prevent Purchaser from meeting their obligations under this Agreement, there are no outstanding actions, suits, judgements, investigations or proceedings of any kind whatsoever against or affecting them at law or in equity or before or by any federal, provincial, state, municipal or other governmental department, commission, board, bureau or agency of any kind whatsoever nor are there, to the best of the knowledge of Purchaser, any pending or threatened;
- (c) to the best of the knowledge of Purchaser, it is not in breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever that might reasonably prevent any of them from meeting its obligations under this Agreement; and
- (d) the execution and delivery of this Agreement and the performance of its obligations under this Agreement will not:
  - (i) conflict with, or result in the breach of or the acceleration of any indebtedness under, or constitute default under, any indenture,

mortgage, agreement, lease, licence or other instrument of any kind whatsoever to which Purchaser is a party or by which any of them is bound, or any judgement or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which any of them is bound; or

- (ii) to the best of the knowledge of Purchaser, result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever by Purchaser.

#### **4. Effective Date**

4.1 The Effective Date of this Agreement is June 1, 2008 or on such other date agreed by the Parties

#### **5. General**

5.1 The schedules to this Agreement and the recitals to this Agreement constitute a part of this Agreement. The headings in this Agreement are for reference only and do not constitute terms of the Agreement. Whenever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate as the context may require.

5.2 This Agreement constitutes the entire agreement between the parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein.

5.3 The parties hereto shall execute and deliver all such further documents, assignments and instruments and do all such acts and things as any party may, either before or after the Closing, reasonably require of the other in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a party to this Agreement subsequent to the Closing of this Agreement, shall survive the Closing of this Agreement.

5.4 No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid and binding upon the parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by all of the parties to this Agreement.

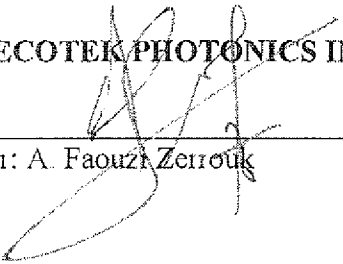
5.5 This Agreement may not be assigned by any party hereto without the prior written consent of all of the parties hereto.

5.6 This Agreement shall be subject to, governed by, and construed in accordance with the laws of British Columbia as well as the law of Canada that may be applicable thereto, and the parties hereby submit to the non-exclusive jurisdiction of the Courts of Canada.

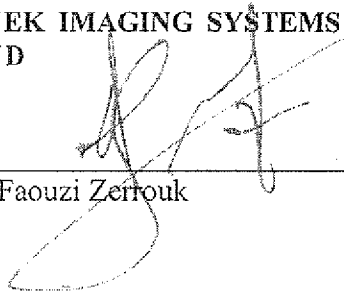
5.7 This Agreement may be signed by fax and in counterpart and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals effective as of the Effective Date first above written

**ZECOTEK PHOTONICS INC.**

  
\_\_\_\_\_  
per: A. Faouzi Zerrouk

**ZECOTEK IMAGING SYSTEMS SINGAPORE  
PTE LTD**

  
\_\_\_\_\_  
per: A. Faouzi Zerrouk



SCHEDULE A  
PATENTS

*LFS Technologies*

<u>Country</u>	<u>Application No.</u>	<u>Reg. No./Status</u>	<u>Registration Date</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
US	10/502,960	7,132,060	07-11-06
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	