

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Clinton Eng Hiong Lim	06/05/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Bestbrainwins Holdings Pte Ltd
Street Address:	72 Marine Drive #11-65
City:	Singapore
State/Country:	SINGAPORE
Postal Code:	440072
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	7255347
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(713)238-8008
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Matthew R. Moscicki
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Address Line 2:	P. O. Box 3267
Address Line 4:	Houston, TEXAS 77253-3267
ATTORNEY DOCKET NUMBER:	2672-00400
NAME OF SUBMITTER:	Matthew R. Moscicki
<b>Total Attachments: 5</b> source=Assignment Lim to Bestbrainwins#page1.tif source=Assignment Lim to Bestbrainwins#page2.tif source=Assignment Lim to Bestbrainwins#page3.tif source=Assignment Lim to Bestbrainwins#page4.tif	

**CH \$40.00 7255347**

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**PATENT  
 REEL: 025472 FRAME: 0751**



**THIS DEED OF TRANSFER AND ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS** is made on 6 May 2010 between **CLINTON LIM ENG HIONG** ( Singapore NRIC No S 1143607B of 72 Marine Drive #11-65 Singapore 440072 ( the 'Transferor' )

and **Bestbrainwins Holdings Pte Ltd**, a company incorporated in Singapore and having its registered office at 72 Marine Drive #11-65 Singapore 440072, Co Reg. No. 200704540M, ( the ' Company' ).

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**WHEREBY IT IS DECLARED AND AGREED** as follows:

**DEFINITIONS**

1. In this Deed the following terms shall have the following meanings.

'IPR' means the intellectual property rights represented by and comprised in the Design, the Patent and the Trade Mark or Copyright: ( see 'Appendix A' showing 14 brain activity cartoon characters, Bee Bee whole brain cartoon and the Brain Motif ).

1. "Patent" means Singapore patent P-No 106226 ( WO 03/061791 ) in respect of "Apparatus for Playing a Game" (namely, the MINDPOWERRRR Board Game), granted 31 March 2005, in which the Transferor is named in it as the inventor.

2. Apparatus For Playing A Game, USA Patent **No US 7,255,347 B2** Date of Patent: Aug 14, 2007, in which the 'Transferor' is named as the inventor.

3. Method For Playing a Game, USA Patent **No US 7,571,911 B2** Date of Patent: Aug 11, 2009, in which the 'Transferor' is named as the inventor.

"Trade Mark" means Singapore Trade Mark application Numbers TM **T02/016661** in Class 9 and TM **T02/01667G** in Class 28 lodged on 9 February 2002 in respect of the 'MINDPOWERRRR' Trade Mark;

**TM No T0808821A** ( Class 41 ) registered from 3rd July 2008 in respect Of following: Education; providing training; entertainment, sporting and cultural activities; provision of online games.

**T0719540E** 01/10/2007 ( classes 09, 41 )

**CONSIDERATION**

2. The purchase price payable by the Company for the transaction entered into by this Deed is Singapore Dollars One (S\$1.00) which the Transferor hereby acknowledge receipt of payment.

**ASSIGNMENT**

3. The Transferor absolutely and wholly transfers and assigns the IPR and all rights in relation to it to the Company absolutely and free from all encumbrances.

**TITLE**

4.1. The Transferor covenants with the Company that all the IPR are subsisting and valid.

4.2 The Transferor covenants with the Company that the Transferor has good title to the IPR and in particular has not done or omitted to do anything as a result of which its title in the IPR or any part thereof might be in any way incumbered.

- (i) none of the IPR infringe the rights of any third parties;
- (ii) there are no infringements outstanding at the date of this Deed; and
- (iii) there is no prior art or other fact by reason of which the Patent or the Design or any of its claims might be declared invalid or require amendment.

4.1 The Transferor covenants with the Company that the Company shall have and enjoy quiet possession of the IPR uninterrupted or disturbed by the Transferor or any person claiming under or in trust for him.

#### FURTHER ASSURANCE

5. The Transferor shall execute all documents and do all things which the Company requires to vest in the Company the full rights, title and interest in the IPR or to confer on the Company all rights of action whether accruing before or after the date of this Deed in relation to any infringement of the IPR or any rights in it.

#### OPTION FOR THE TRANSFEROR TO RE-ACQUIRE IPR

- 6.1 It is hereby irrevocably agreed by the Company and the Transferor that if the Company commits or suffers an Event of Default (as defined at Clause 6.6(a) below), then, upon such Event of Default occurring, the Transferor shall be irrevocably entitled (hereafter called the "Option") in its entire discretion to require the Company to transfer and assign back to the Transferor the IPR for the same Consideration which the Company had paid to the Transferor.
- 6.2 The Option shall be deemed to be duly exercised by the Transferor where he serves a written notice (hereafter called the "Notice" within six (6) months of the Event of Default occurring, to the Company stating that the Option hereby conferred is exercised by the Transferor **Provided However That** in the event of an Insolvency Event (as defined at Clause 6.6(a) (v) occurring, then the IPR shall be deemed to have been sold and transferred to the Transferor on the day immediately before such Insolvency Event for the Consideration, as though the Transferor had exercised the Option on such day as aforementioned (and notwithstanding that the notice of exercise of the Option is received by the Company after the Insolvency Event).
- 6.3 The Company hereby undertakes to forthwith notify the Transferor in writing if any Event of Default occurs to it, within two (2) weeks of such occurrence.
- 6.4 If the Option is exercised, the Company shall deliver to the Transferor who has exercised or is deemed to have exercised the Option within fourteen (14) days of the date of the Notice duly executed Instrument of Transfer and Assignment and such other instruments reasonably required for the effective legal transfers of all the IPR registered in the Company's name in favour of the Transferor, and deliver the certificate(s) of registration for all its IPR to the Transferor.
- 6.5 The IPR so transferred pursuant to this Clause 5 shall be deemed to be sold and transferred by the Company as beneficial owner with effect from the date of such transfer free from any lien, charge or encumbrance with all rights attaching thereto.
- 6.6 For the purpose of this Clause 5, the following expressions shall have the following meanings:

(a) "Event of Default" means the occurrence of any of the following events, which events shall be deemed to have occurred on the dates ascertained hereunder:-

(i) any distress, execution, sequestration or other process being levied or enforced upon or sued out against the property of the Company which is not discharged within ten (10) days (the date of occurrence being the date of expiry of the aforementioned ten (10) days for the Company to discharge their said liabilities); or

(ii) the inability of the Company to pay its debts in the normal course of business or the Company making any arrangement or composition with its creditors generally (the date of occurrence being the date on which such arrangement or composition is entered into); or

(iii) the Company ceasing or threatening to cease wholly or substantially to carry on its business, otherwise than for the purpose of a reconstruction or amalgamation without insolvency previously approved by the Transferor (the date of occurrence being the date that the Company ceases or threaten to cease its business as aforesaid); or

(iv) any encumbrancer taking possession of or a receiving being appointed over the whole or any part of the undertaking, property or assets of the Company (the date of occurrence being the date that an encumbrancer takes possession, or a receiver being appointed, over the Company's said property); or

(v) an Insolvency Event happening. In this Agreement, "Insolvency Event" means the presentation of a winding-up petition against the Company, or the passing of a resolution for its winding up (the date of occurrence being the date of the winding-up petition or the date of the resolution, as the case may be).

6.7 Clauses 3, 4, 6 and 7 of this Agreement shall apply in the event of the occurrence of an Event of Default and the Transferor's exercise of his right for the IPR to be re-transferred and re-assigned back to him.

#### **NOTICES**

7. Any notice or other communication to be given under this Agreement shall be in writing and duly served if sent by pre-paid registered mail, courier or facsimile transmission to the recipient at the address and facsimile notified from time to time. Notices shall be deemed served five (05) days after dispatch (if sent by mail or courier) and on transmission (subject to the sender's machine recording a successful transmission of the entire notice to the recipient's number as provided) if sent by facsimile.

#### **GOVERNING LAWS AND JURISDICTION**

8.1 This Agreement shall be governed by and construed in accordance with the law of the Republic of Singapore.

The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore for the purpose of hearing and determining any dispute arising out of this Agreement and for the purpose of enforcement of any judgment against its assets.

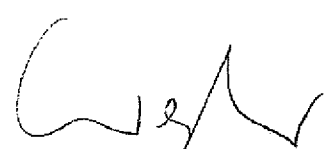
**AS WITNESS** the hands of the parties hereto the day and year first above written.

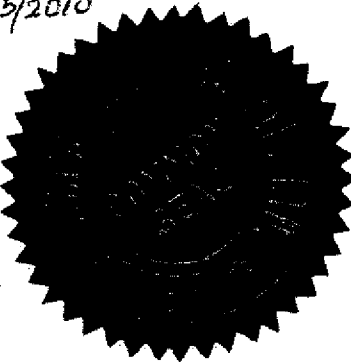
SIGNED, SEALED AND DELIVERED BY

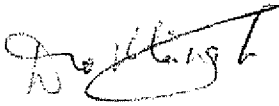
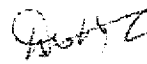
Clinton Lim Eng Hiong  
in the presence of

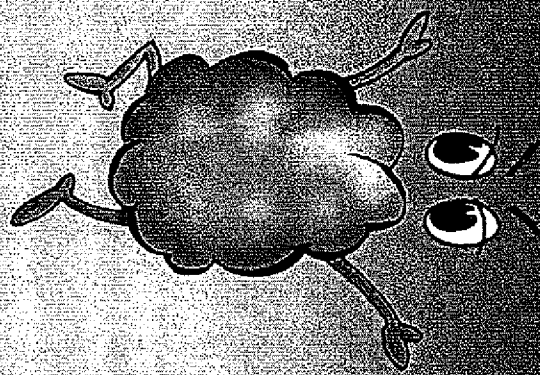
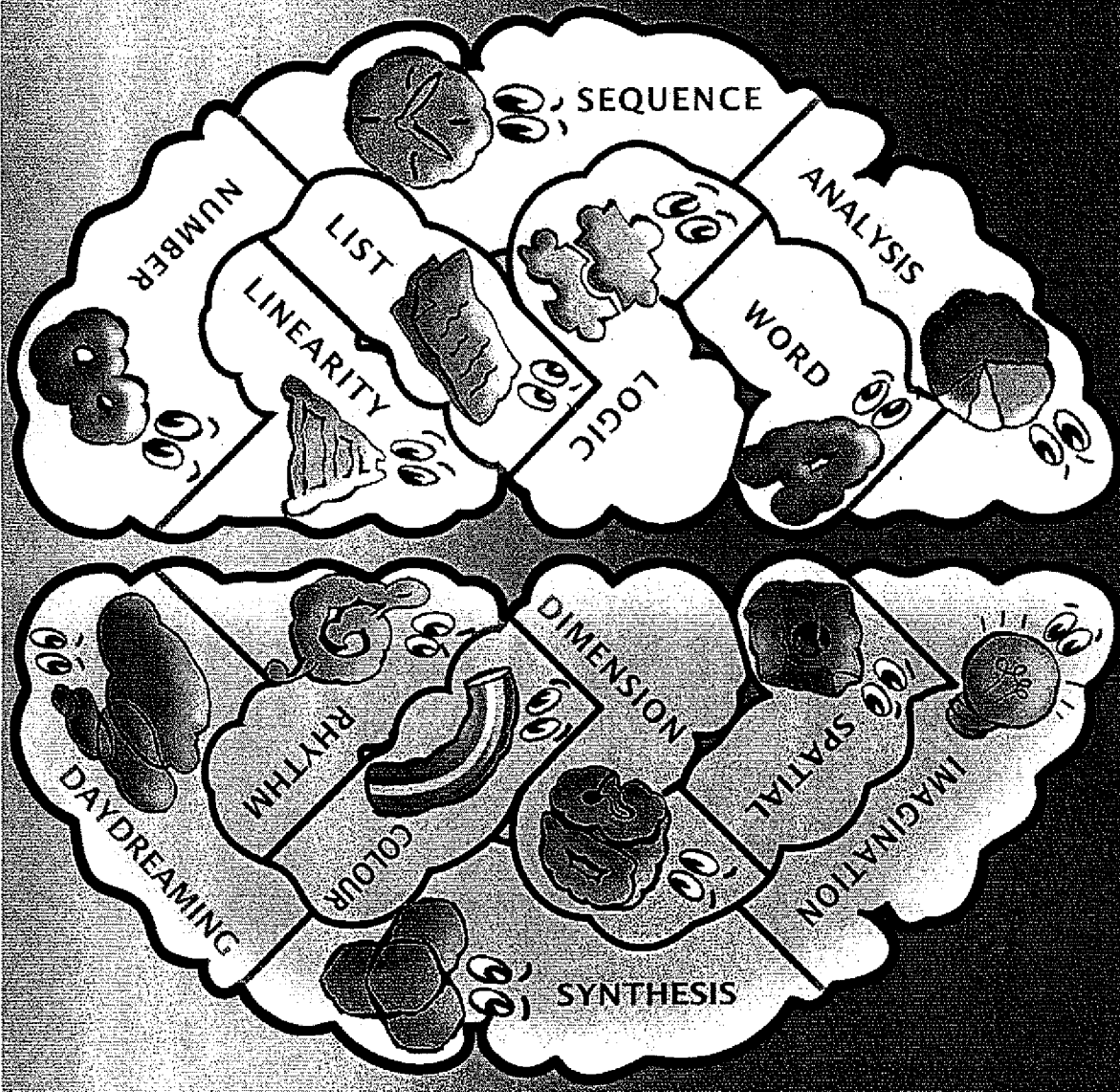
)   
06/05/2010

The Common Seal/Stamp of  
Bestbrainwins Holdings Pte Ltd  
was hereunto affixed in the presence of

)   
\_\_\_\_\_  
Rowena Lim Seok Lian  
Director



  
\_\_\_\_\_  
Edmand Woo Ming Tat &   
Company Secretary



APPENDIX 'A'