

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Intrigue Technologies, Inc.	05/05/2004
RECEIVING PARTY DATA	
Name:	Logitech Europe S.A.
Street Address:	Moulin du Choc
Internal Address:	CH-1122
City:	Romanel-sur-Morges
State/Country:	SWITZERLAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12245675
CORRESPONDENCE DATA	
Fax Number:	(415)576-0300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-326-2400
Email:	msmiley@kilpatrickstockton.com
Correspondent Name:	Kilpatrick Townsend & Stockton
Address Line 1:	Two Embarcadero Center, 8th Floor
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	09623R-051316US
NAME OF SUBMITTER:	Rodney C. LeRoy
Total Attachments: 6 source=Assignment_Intrigue_LogitechEuropeSA#page1.tif source=Assignment_Intrigue_LogitechEuropeSA#page2.tif source=Assignment_Intrigue_LogitechEuropeSA#page3.tif source=Assignment_Intrigue_LogitechEuropeSA#page4.tif source=Assignment_Intrigue_LogitechEuropeSA#page5.tif	

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REEL: 025582 FRAME: 0327

CH \$40.00 12245675

ASSIGNMENT AGREEMENT

between

INTRIGUE TECHNOLOGIES INC.

and

LOGITECH EUROPE S.A.

This ASSIGNMENT AGREEMENT ("*Agreement*") is made effective as of May 5, 2004 by and between Intrigue Technologies, Inc., amalgamated under the laws of Canada having its principal office at 2355 Skymark Avenue, Suite 200. Mississauga, Ontario L4W 4Y5, CANADA. ("*INTRIGUE*") and Logitech Europe S.A., a société anonyme organized and existing under the laws of Switzerland having its principal office at CH 1122 Romanel-sur-Morges Switzerland ("*LESLE*").

RECITALS

WHEREAS, INTRIGUE is a leading developer and marketer of advanced remote control products for consumer electronics, computing and entertainment;

WHEREAS, LESLE wishes to acquire all worldwide rights and legal title to Intrigue Technology; and

WHEREAS, INTRIGUE is willing to assign to LESLE, solely in accordance with the terms and conditions of, and subject to the limitations and restrictions set forth in this Agreement, all of its rights and title to Intrigue Technology.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations contained herein, the parties agree as follows:

Article 1: Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

1.1 ***"Contracts"*** means contracts of all types, including but not limited to consultant agreements, supply agreements, development agreements, manufacturing agreements, license agreements, distribution agreements, and confidentiality agreements.

1.2 ***"Intrigue Technology"*** means any and all inventions, patents (including patents, pending patent applications, improvement patents, patents of addition, as well as divisions, reissues, continuations, and extensions of any of the foregoing), copyrights, design rights, computer programs (in source code and object form), flow charts, formulae, enhancements, updates, translations, adaptations, information, specifications, inventions, secret and confidential know-how, data, designs, process technology, manufacturing techniques and descriptions, quality control standards, and other intangible property (whether or not in documentary form and whether or not patentable or copyrightable) developed and owned or otherwise acquired by INTRIGUE.

1.3 ***"Effective Date"*** means May 5, 2004.

1.4 ***"Intellectual Property Rights"*** means all of the following worldwide legal rights: (i) patents, patent applications, and patent rights; (ii) rights associated with works of authorship (including audiovisual works), including copyrights, copyright applications, and copyright registrations; (iii) rights relating to the protection trade secrets and confidential information; (iv) Moral Rights; (v) design rights; (vi) any rights analogous to those set forth in the preceding clauses and any other proprietary rights relating to intangible property; and (vii) divisions, continuations, renewals, reissues, and extension of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

1.5 ***"License Rights"*** means all licenses to or under any Intellectual Property Rights of a third party (other than LESLE) granted to INTRIGUE by such third party under any Contracts to which INTRIGUE is a party or pursuant to which INTRIGUE is granted such licenses, to the extent held by INTRIGUE as of the Effective Date.

1.6 ***"Moral Rights"*** means any rights of paternity or integrity, any right to claim authorship, to object to or prevent any distortion, mutilation or modification of, or other derogatory action in relation to the subject work, whether or not such would be prejudicial to the author's honor or reputation, to withdraw from circulation or control the publication or

distribution of the subject work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral" right.

Article 2: Transfer of Intellectual Property

2.1 INTRIGUE hereby transfers and assigns to LESLE, and LESLE hereby accepts, all worldwide rights to and legal title held by INTRIGUE in the Intrigue Technology as of the Effective Date, including but not limited to all Intellectual Property Rights therein. INTRIGUE will execute documents and assist and cooperate with LESLE, and will cause its employees and contractors to execute documents and assist and cooperate with LESLE, and take such further acts reasonably requested by LESLE, to consummate, document and perfect the transfer and assignment set forth in this Article 2.1.

2.2 The parties acknowledge and agree that no Contracts to which INTRIGUE is a party are being assigned or transferred hereunder, and that LESLE is not assuming any obligations under such Contracts. To the extent that INTRIGUE holds License Rights under any Contracts, and to the fullest extent permitted under the terms of the applicable Contracts, INTRIGUE hereby grants to LESLE an exclusive, worldwide, royalty free sublicense, with the right to further sublicense, of all such License Rights.

Article 3: Consideration

In consideration for the rights assigned to and sublicensed to LESLE by INTRIGUE under this Agreement, LESLE shall pay to INTRIGUE fees equal to the amount set forth in Exhibit A to this Agreement.

Article 4: Limitation of Liability

Neither party to this Agreement shall be liable to the other party hereto for any special, indirect, consequential or incidental damages arising from, or attributable to, this Agreement and/or that party's performance hereunder, whether arising in contract, tort, warranty or by operation of law, even if that party has been placed on notice of the possibility of such damages.

Article 5: Term and Termination

5.1 This Agreement shall enter into effect as of May 5, 2004 and shall remain in full force and effect unless terminated in accordance with the provisions of Article 5.2.

5.2 In the event that LESLE fails to make any payments to INTRIGUE as set forth in Exhibit A to this Agreement, INTRIGUE may give LESLE written notice of such breach or default and demand that such breach or default be cured immediately. In the event that LESLE fails to cure such breach or default within 30 days after the date of INTRIGUE's written notice hereunder, INTRIGUE may terminate this Agreement, immediately upon giving written notice of termination to LESLE. Termination of this Agreement in accordance with this Article 5.2 shall not affect or impair INTRIGUE's right to pursue any legal remedy, including the right to recover damages for harm suffered or incurred as a result of LESLE's breach or default hereunder.

Article 6: General Provisions

6.1 **Assignment:** Neither party hereto shall have the right or the power to assign any of its rights, or delegate the performance of any of its obligations under this Agreement without the prior written authorization of the other party hereto, and any attempt to do any of the foregoing without such authorization shall be void.

6.2 **Notices:** All notices, reports and other communications between the parties shall be conveyed by personal delivery, sent by registered air mail, postage prepaid and return receipt requested, or by facsimile with a confirmation copy sent by registered air mail, addressed as follows:

To: INTRIGUE INTRIGUE TECHNOLOGIES, INC
2355 Skymark Avenue, Suite 200.
Mississauga, Ontario L4W 4Y5, CANADA.
Attention: General Counsel.

To: LESLE LOGITECH EUROPE S.A.
CH 1122 Romanel-sur-Morges
Switzerland
Attention: General Counsel

All notices, reports and other communications given in accordance with this Article 6.2 shall be deemed received (i) if sent by registered air mail, 5 days after the date of mailing; and (ii) if conveyed by personal delivery or sent by facsimile, upon actual delivery or confirmed receipt of such transmission.

6.3 **Headings:** The subject headings of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any provision of this Agreement.

6.4 **Counterparts:** This Agreement may be executed in several duplicates, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.5 **Waivers:** The failure by either party to assert any of its rights hereunder, including, but not limited to, the right to terminate this Agreement due to a breach or default by the other party hereto, shall not be deemed to constitute a waiver by that party of its right thereafter to enforce each and every provision of this Agreement in accordance with its terms.

6.6 **Entire Agreement and Amendments:** This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the parties, and supersedes all prior agreements, understandings and communications between the parties with respect to the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless in writing and executed by the duly authorized representative of each of the parties.

6.7 **Governing Law and Dispute Resolution:** The construction, validity and performance of this Agreement shall be governed in all respects by the laws of Switzerland, without regard to or application of choice of law rules or principles. Any dispute or disagreement arising out of or in connection with, or any breach or alleged breach of, this Agreement shall be submitted for binding arbitration at such time and in such manner as the parties shall agree in writing. The arbitration proceeding shall be conducted in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in effect on the date of the commencement of the arbitration. The decision of the arbitrator shall be final, binding and incontestable.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized representatives.

INTRIGUE TECHNOLOGIES INC.

By: 

Name: Kristen M. Onken

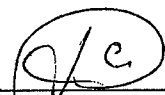
Title: CFO

By: 

Name: David Henry

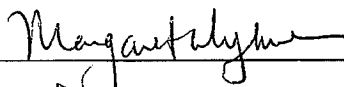
Title: Sr. VP Control Devices

LOGITECH EUROPE S.A.

By: 

Name: A. Bussien

Title: VP Engineering

By: 

Name: M. Wynne

Title: VP Legal Affairs, CMEA