PATENT ASSIGNMENT

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UBMISSION TYPE:	NEW ASSIG	NEW ASSIGNMENT			
IATURE OF CONVEYANCE:	ASSIGNMEN	ASSIGNMENT			
ONVEYING PARTY DATA					
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ndustrial Technology Research	nstitute		01/05/2011		
ECEIVING PARTY DATA					
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Postal Code: 105	<u>-</u>				
Patent Number:	6762886				
Property Type	vpe Number				
Patent Number:	7199944				
Patent Number:	7345836				
Patent Number:	7149038				
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> PATENT REEL: 025799 FRAME: 0964

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Industrial Technology Research Institute, a Taiwan research institute having an office at 195 Chung Hsing Rd., Sec.4, Chudung, Hsinchu, Taiwan 31040 ("*Assignor*"), does hereby sell, assign, transfer, and convey unto Transpacific IP II Ltd., a Taiwan company, having an office at Room 201, 2F, 205 Dunhua North Road, Taipei 105 ("*Assignee*"), or its designees, all right, title, and interest that exist today and may exist in the future in and to all of the following (collectively, the "*Patent Rights*"), including:

(a) the patents listed in the Attachment hereto ("Listed Patents"),

(b) all patents or patent applications that are reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, or divisions of any of the *Listed Patents*;

(c) inventions, invention disclosures, and discoveries described in any of the Listed Patents and /or any of the foregoing category (b) to the extent that any such inventions, invention disclosures, and discoveries (i) are included in any claim in the Listed Patents and /or any of the foregoing category (b), (ii) are subject matter capable of being reduced to a patent claim in any reissue or reexamination proceedings brought on any of the Listed Patents and /or any of the foregoing category (b), and/or (iii) could have been and/or could be included as a claim in any continuations, continuations in part, continuing prosecution applications, requests for continuing examinations and/or divisions of the Listed Patents and /or any of the foregoing category (b);

(d) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections or other governmental grants or issuances of any type related to the any of the foregoing categories (a), (b) and/or (c), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding;

(e) causes of action (whether currently pending, filed, or otherwise) and other enforcement rights, including, without limitation, all rights under the Listed Patents and/or under or on account of any of the foregoing categories (b), (c) and/or (d) to

(i) damages,(ii) injunctive relief and(iii) other remedies of any kind

for past, current and future infringement; and

(f) all rights to collect royalties and other payments under or on account of any of the Listed Patents or any of the foregoing categories (b) through (e).

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Assignment of Patent Rights and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing

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contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

[Signature Page to Follow]

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Hsinchu, Taiwan on this ______ day of January, 2011.

ASSIGNOR

Industrial Technology Research Institute

emamin By: **Benjamin Wang** Name:

Title: <u>General Director</u> (Signature MUST be attested)

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. §1746

The undersigned witnessed the signature of Benjamin Wang to the above Assignment of Patent Rights on behalf of Industrial Technology Research Institute and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.

2. Benjamin Wang is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on January, 2, 2011 to execute the above Assignment of Patent Rights on behalf of Industrial Technology Research Institute.

3. Benjamin Wang subscribed to the above Assignment of Patent Rights on behalf of Industrial Technology Research Institute.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on farming 5, 7011 (date) By: <u>h-fing Lee</u> Print Name: <u>LU-PING LEE</u>

Attachment

Listed Patents

Patent No. / Appin No.	Country	Title	Inventors	Appin Date
TWI222532	TW	Tenfold zooming wide-angle camera lens	Fang, Yi-Chin; Chen, Chao-Hsion; Cheng, Chen-Chin	3/11/2003
6,762,886	US	10x zoom ratio wide-angle zoom lens	Fang, Yi-Chin; Chen, Chao-Hsien; Cheng, Chen-Chin	6/12/2003
TWI257491	τw	Driving mechanism for lens set	Cheng, Chen-Chin; Tsao, Hsiao-Yue	10/11/2004
CNZL200410086180.6	CN	Optical lens driving apparatus	Zheng, Chenqin; Cao, Xiaoyue	10/22/2004
7,199,944	US	Zoom lens driving apparatus	Cheng, Chen-Chin; Tsao, Hsiao-Yue	3/30/2005
7,345,836	US	Zoom lens driving apparatus	Cheng, Chen-Chin; Tsao, Hslao-Yue	2/16/2007
TWI285272	τw	Variable focus lens assembly	Ho, Gung-Hsuan; Chang, Chir-Weei	3/23/2005
CNZL200510059837.4	CN	Zooming lens	He, Gongxuan; Zhang, Qiwei	3/31/2005
7,149,038	US	Zoom lens assembly	Ho, Gung Hsuan; Chang, Chir Weei	3/22/2006