

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| UniQuest Pty Limited | 10/08/2008 |
| RECEIVING PARTY DATA | |
| Name: | Bourns Inc. |
| Street Address: | 1200 Columbia Ave. |
| City: | Riverside |
| State/Country: | CALIFORNIA |
| Postal Code: | 92507 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 5742463 |
| CORRESPONDENCE DATA | |
| Fax Number: | (650)424-0141 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 650-331-8414 |
| Email: | bob@lumen.com |
| Correspondent Name: | Robert Lodenkamper |
| Address Line 1: | 350 Cambridge Ave. |
| Address Line 4: | Palo Alto, CALIFORNIA 94306 |
| ATTORNEY DOCKET NUMBER: | FLT-100/US |
| NAME OF SUBMITTER: | Robert Lodenkamper |
| Total Attachments: 15 source=uniquest-bourns#page1.tif source=uniquest-bourns#page2.tif source=uniquest-bourns#page3.tif source=uniquest-bourns#page4.tif source=uniquest-bourns#page5.tif | |

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Draft # 3

Date 8 October 2008



DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

UNIQUEST PTY LIMITED

and

BOURNS, INC



INNOVATION LAW

Level 3
33 Queen St
Brisbane, Qld, Australia

GPO Box 755
Brisbane Qld 4001

ph + 61 7 3211 9033
fax + 61 7 3211 9025

philip@innovationlaw.com.au
brudley@innovationlaw.com.au



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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS DEED is made on the _____ day of _____ two thousand and eight

BETWEEN

UNIQUEST PTY LIMITED ACN 010 529 898 of Level 7, General Purpose South Building, Staff House Road, The University of Queensland, St. Lucia, in the State of Queensland, Australia

(in this Deed called "the Assignor")

AND

BOURNS, INC of 1200 Columbia Avenue, Riverside, California USA

(in this Deed called "the Assignee")

BACKGROUND

- A. The Assignor owns the Intellectual Property.
- B. The Assignor is a shareholder in Fultec Semiconductor, Inc. and will benefit from the sale of assets by Fultec Semiconductor, Inc. to the Assignee, which assets will include the Intellectual Property pursuant to this Deed of Assignment.
- C. The Assignor has agreed to assign the Intellectual Property to the Assignee.

THIS DEED PROVIDES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Affiliate means any corporation or non-corporate business entity which controls, is controlled by, or is under common control with the Assignee, and a corporation or non-corporate business entity shall be regarded as in control of another corporation if:

- (a) it owns, or directly or indirectly controls, at least fifty (50%) percent of the voting stock of the other corporation, or
- (b) in the absence of the ownership of at least fifty (50%) percent of the voting stock of a corporation or in the case of a non-corporate business entity, or non-profit corporation, it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such corporation or non-corporate business entity

Asset Purchase Agreement means an agreement by that name dated * between Fultec Semiconductor, Inc., as seller, and the Assignee, as buyer;

Business Day means a day upon which banks are ordinarily open for business in Brisbane;

Closing Date has the same meaning as in the Asset Purchase Agreement;

Condition Precedent means the Closing Date taking place;

Condition Precedent Period means the period of 1 month commencing from the date of this Agreement;

Effective Date means the date that the Condition Precedent is met;

Fultec License means a license of the Intellectual Property granted by the Assignor to Fultec Pty Limited;

Intellectual Property means:

- (a) the Patents;
- (b) patent application PL9711 with priority date 1 July 1993 and entitled "A protection device using field effect transistors";
- (c) all patent applications (including foreign applications) that are filed or may later be filed based on or corresponding to the application in (b);
- (d) all divisional and continuation, in whole or in part, applications and reissue applications based on any of the foregoing patent applications;
- (e) all issued and unexpired patents resulting from any application in (b), (c), or (d) above;
- (f) all issued and unexpired reissue, re-examination, renewal, or extension patents that may be based on any such patents; and
- (g) the IP encompassed in the Patents and the patent applications referred to in paragraphs (b) to (f);

IP means:

- (a) an invention or discovery; manner, method or process of manufacture; method or principle of construction; chemical composition or formulation; biological material; computer program; integrated circuit, circuit layout or semiconductor chip layout or design; plan, drawing or design; or scientific, technical or engineering information or document;
- (b) improvement, modification or development of any of the foregoing which exists as at the date of this Deed;
- (c) patent, application for a patent, right to apply for a patent or similar rights for or in respect of any Intellectual Property referred to in sub-paragraphs (a) or (b);
- (d) trade secret, know-how, or right of secrecy or confidentiality in respect of any information or document or other Intellectual Property referred to in sub-paragraphs (a) or (b);
- (e) copyright or other rights in the nature of copyright subsisting in any works or other subject matter referred to in sub-paragraphs (a) or (b); and
- (f) circuit layout rights;

Licensee means a person to whom a license in relation to the Intellectual Property is granted by the Assignee or an Affiliate of the Assignee;

Patents means the granted patents referred to in Schedule I;

Product means each product that infringes or is derived from the IP owned by or licensed to Fultec Pty Limited, including the Intellectual Property;

Records means original issued Patents;

University means The University of Queensland.

1.2 Interpretation

- (a) A reference to a party to this Deed includes a reference to that party's executor, administrator, heirs, successors, permitted assigns, guardian, and trustee in bankruptcy, all of whom, respectively, are bound by the provisions of this Deed.
- (b) Headings in this Deed are inserted for guidance only, and shall not affect the meaning and interpretation of the remaining provisions of this Deed.
- (c) Words in this Deed importing the singular number or plural number shall include the plural number and singular number respectively.
- (d) Words in this Deed importing persons include all persons, entities and associations, including companies, trusts, bodies corporate, statutory bodies, partnerships, and joint venturers.
- (e) Where a word or phrase is given a particular meaning in this Deed, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- (f) A reference to an amount of currency is a reference to that amount in Australian dollars.
- (g) Where a party to this Deed is more than one person the covenants and obligations on their part contained in this Deed are binding upon each of them jointly and severally.
- (h) The word "including" is not a word of limitation.
- (i) If an act must be done on a day on which banks are not ordinarily open for business at the place where that act must be done, that act must be done on the immediately following day that banks are ordinarily open for business at that place.
- (j) A reference to any statute is a reference to that statute, as amended and in force from time to time.

2. CONDITION PRECEDENT

2.1 Agreement conditional on Condition Precedent

This Deed is subject to and conditional upon the Condition Precedent being met within the Condition Precedent Period.

2.2 No warranty as to Condition Precedent being met

No party makes any warranty nor any representation as to whether the Condition Precedent will take place or is capable of taking place within the Condition Precedent Period.

2.3 No liability if Condition Precedent is not met

No party shall have any liability to the other in the event that the Condition Precedent is not met, for whatever reason the Condition Precedent is not met.

2.4 Termination in relation to Condition Precedent

Either party may terminate this Deed by written notice to the other if:

- (a) the Condition Precedent becomes incapable of being met; or
- (b) the Condition Precedent is not met by the end of the Condition Precedent Period.

2.5 Deed binding upon Effective Date

This Deed becomes binding upon the parties upon the Effective Date.

3. ASSIGNMENT

- (a) The Assignor assigns all of the Assignor's right title and interest in and to the Intellectual Property to the Assignee.
- (b) The assignment in paragraph (a) is subject to the Fultec License.
- (c) The Assignor assigns to the Assignee the right to sue for and recover damages and other relief in relation to any infringement of the Intellectual Property that may have occurred before the date of this Deed.

4. FURTHER ASSURANCE

- (a) The Assignor must on demand by the Assignee, perform all such acts and execute all such agreements, assurances and other documents and instruments as the Assignee reasonably requires either to perfect the rights and powers afforded, created or intended to be afforded or created by this Deed or to give full force and effect to, or facilitate the performance of, the transactions provided for in this Deed.
- (b) Without limiting the generality of paragraph (a), the Assignor must sign all such documents as shall be required to assign to the Assignee all patent applications pending, and all patents granted, that encompass the Intellectual Property.
- (c) All reasonable costs incurred by the Assignor in complying with the Assignee's requests, including the costs of any notary public, shall be paid by the Assignee.
- (d) Without limiting the generality of paragraph (a), the Assignee may require the Assignor to sign a document in favour of a successor in title of the Assignee, in lieu of a document in favour of the Assignee.
- (e) There shall be sufficient compliance by the Assignor with paragraphs (a) and (b) if the Assignor procures a document referred to in paragraph (a) or paragraph (b) executed in favour of the Assignee by any predecessor in title in relation to the Intellectual Property.

5. RECORDS

5.1 Title to Records

The title to the Records passes from the Assignor to the Assignee upon the date of this Deed.

5.2 No warranty as to completeness

The Assignor makes no warranty that the Records are complete in relation to the Intellectual Property.

5.3 Delivery

Within 14 days of the date of this Deed, the Assignor must deliver the Records to the Assignee.

5.4 Copies for archival purposes

The Assignor may retain one copy of the Records for archival purposes.

5.5 Further assistance

If at any time the Assignee reasonably requires any document that relates to the Intellectual Property which the Assignor still has possession of, the Assignor will:

- (a) use the Assignor's reasonable efforts to locate that document; and

- (iii) subject to paragraph (c), not use the Intellectual Property in any way without the prior written consent of the Assignee.
- (b) Paragraph (a) ceases to apply to such part of the Intellectual Property as has entered or enters the public domain after the date of this Deed, other than by a breach of this Deed by the Assignor.
- (c) The Assignee grants to the Assignor an irrevocable, worldwide, non-exclusive, royalty-free license to use the Intellectual Property for research purposes, with the right to grant a license on similar terms to the University of Queensland.

7. REPORTING

- (a) The Assignee must report to the Assignor, no more frequently than once each year:
 - (i) the number of units of Products sold by the Assignee, and any Affiliate or Licensee;
 - (ii) the revenue received by the Assignor, and any Affiliate or Licensee, from the sale of Products;
 - (iii) the description of each specific particular Product or Products to which the foregoing relates; and
 - (iv) the period or time to which the foregoing relates.
- (b) The Assignee must report in accordance with paragraph (a) within 60 days of the Assignor's written request.
- (c) The Assignor may disclose the foregoing information to the University.
- (d) The Assignor and the University may disclose the foregoing information to the extent to which it is included in the Assignor's or the University's compilation of statistics of the sales and revenues of products resulting from research at the University or commercialised by the Assignor.
- (e) Subject to paragraph (d), the Assignor must:
 - (i) maintain the foregoing information in confidence and must not disclose it to any person without the Assignee's prior written consent; and
 - (ii) must procure that the University maintains the foregoing information in confidence and procure that the University does must not disclose it to any person without the Assignee's prior written consent.
- (f) Paragraph (e) ceases to apply in relation to such of the foregoing information as enters the public domain otherwise than by the Assignor or the University breaching paragraph (e).

8. WARRANTIES AND INDEMNITY

8.1 Warranties

Deed of Assignment of Intellectual Property: UniQuest Pty Limited & Bourns, Inc

-
- (b) provide a copy of that document, or the original, to the Assignee.

6. DISCLOSURE AND USE OF INTELLECTUAL PROPERTY

- (a) The Assignor must:
- (i) maintain the Intellectual Property in strictest confidence;
 - (ii) not disclose the Intellectual Property to any person without the prior written consent of the Assignee; and

The Assignor warrants to the Assignee that:

- (a) the Assignor solely owns all of the Intellectual Property both legally and beneficially;
- (b) the Intellectual Property is not encumbered, mortgaged, or charged in any way, nor subject to any lien;
- (c) the Intellectual Property does not infringe any rights of any person;
- (d) there is no litigation pending in respect to the Intellectual Property, and there is no claim or demand that has been received from any person in relation to the Intellectual Property; and
- (e) no license or right of any type whatsoever has been granted in respect of the Intellectual Property by the Assignor other than Fultec Pty Limited.

8.2 Warranties in relation to patents

The Assignor warrants to the Assignee that:

- (a) all patent applications in relation to the Patents have been made in the prescribed form and in the prescribed manner;
- (b) the inventors named in each patent application are the only inventors in relation to the subject matter of each patent application;
- (c) no person who is an inventor has been omitted from being named as such in a patent application;
- (d) no person has been included as an inventor in a patent application, who is not in fact an inventor;
- (e) in relation to each Patent, all the patents subsist and the particulars of each patent set out in Schedule 1 are correct;
- (f) in relation to each Patent, all maintenance, continuation, renewal and other fees payable in relation to each patent before the date of this Deed have been paid;
- (g) any previous assignment of a patents is valid and the Assignor, or the University, is properly entered on all registers as the sole owner of the Patents;
- (h) the Assignor is not aware of and has not done or failed to do and will not do or fail to do anything that may cause any of the Patents or any patent claim to be revoked or to be declared or held to be wholly or partially invalid or unenforceable or on account of which any patent claim ought to be amended; and
- (i) the Assignor has no notice of any challenge to the validity of any of the Patents and is not aware of any actual, suspected or threatened claim in relation to any of the patents.

8.3 Other Warranties

The Assignor warrants that:

- (a) the Assignor has the legal right and power to enter into this Deed;
- (b) the Assignor has full legal capacity and power to enter into this Deed and to carry out the transactions that this Deed contemplates; and
- (c) the execution of this Deed has been duly and validly authorised by all necessary corporate action on behalf of the Assignor.

8.4 Qualifications upon warranties

The warranties in clause 8.1(a) and (c) are made by the Assignor to the best of its actual knowledge, without having searched in every patent database in the world, and are made subject to:

- (a) any thing that might be discovered from such a search; and
- (b) any research or other work being undertaken by any person, which may be concerned with the same subject matter as the Intellectual Property, of which it is not aware.

8.5 Indemnity

The Assignor indemnifies the Assignee from and against any loss or damage or any action, claim, proceeding, judgment or demand made by any person against the Assignee in the event that, and to the extent that any such loss or damage or any such action, claim, proceeding, judgment or demand relates to or arises from the breach of any of the warranties made by the Assignor, as qualified by this Deed.

9. NO OTHER WARRANTIES

9.1 Acknowledgments

Each party acknowledges that:

- (a) except for such warranties on the part of the Assignor as are expressly set out in this Deed there are no other terms or warranties binding upon the Assignor or between the Assignor and the Assignee;
- (b) the Assignor has not made, nor has any person on behalf of the Assignor made any term, warranty, undertaking, or understanding whatsoever that is not expressly set out in this Deed;
- (c) to the full extent permitted by law, there are no statutory warranties binding upon the Assignor; and
- (d) no representation or promise of any description, not expressly included in this Deed, was made before this Deed was entered into by the Assignee.

9.2 No other warranties

The Assignee acknowledges that the Assignor has not made and does not make any warranty or representation whatsoever as to:

- (a) the safety of the Intellectual Property;
- (b) the commercialisation of the products derived from the Intellectual Property;
- (c) the marketability of such products;
- (d) the profits or revenues that may result from the commercialisation of such products;
- (e) the commercialisation prospects of any part of the Intellectual Property;
- (f) whether any patent application may be granted, or granted with the claims sought, or any reduced claims; and
- (g) whether any patent granted may be declared invalid or cease to be registered,

and in all such respects, the Assignee relies upon its own due diligence, its own inquiries, and its own judgment.

10. RELEASE AND INDEMNITY

10.1 Release

-
- (a) The Assignee releases the Assignor its officers, employees and agents from and against all actions, claims, proceedings or demands in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising out of the exploitation and use of the Intellectual Property, and any products derived from the Intellectual Property.
 - (b) To the full extent permitted by law, the Assignor will not be liable to the Assignee for any special, indirect or consequential damages, including consequential financial loss arising out of the exploitation and use of the Intellectual Property, or any products derived from the Intellectual Property.
 - (c) Paragraphs (a) and (b) do not apply to any breach by the Assignor, or the University, of clause 6.

10.2 Indemnity

- (a) The Assignee indemnifies and shall continue to indemnify the Assignor its officers, employees and agents from and against all actions, claims, proceedings or demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising out of the exploitation and use of the Intellectual Property, and any products derived from the Intellectual Property, in each case after the Effective Date.
- (b) The obligation to indemnify the Assignor and its officers, employees and agents set out in paragraph (a) is a continuing obligation separate and independent of other obligations in this Deed.

11. GENERAL

11.1 Counterparts

This Deed may be executed in separate counterparts, and all those counterparts together constitute one Deed.

11.2 Legal Costs

- (a) Each party shall be responsible for its own legal fees and costs in connection with the preparation, negotiation and execution of this Deed.
- (b) The Assignee shall be responsible for all fees, charges and expenses incurred in recording the change of ownership of the Patents in each patent office that granted a Patent.

11.3 Warranty of Authority

Where this Deed is signed by a person for and on behalf of a party to this Deed, that person:

- (a) warrants that the person is the authorised agent of that party with express authority to enter into and sign this Deed for and on behalf of that party, and thereby to bind that party to the obligations upon that party contained in this Deed; and
- (b) acknowledges that the other party to this Deed would not have entered into this Deed but for the warranty of authority contained in paragraph (a).

11.4 Whole Agreement

The parties acknowledge that solely in relation to the subject matter of this Deed:

- (a) this Deed merges all discussions between the parties, up to the date of this Deed;
- (b) the whole of the agreement between the parties is contained in this Deed; and

- (c) there are no agreements, understandings, other terms whether express or implied, or collateral agreements in force or effect between the parties that are not contained in this Deed.

11.5 Variations

No variation to this Deed shall be binding upon the parties unless that variation is in writing, and is signed by all the parties to this Deed.

11.6 Waiver

- (a) No failure or delay of any party to exercise any right given pursuant to this Deed or to insist on strict compliance by any other party of any obligation in this Deed shall constitute a waiver of any party's rights to demand exact compliance with the terms of this Deed.
- (b) Waiver by any party of any particular default by any other party shall not affect or prejudice each party's right in respect of any prior or subsequent default of the same or of a different nature.
- (c) Any delay or omission by any party to exercise any right arising from any default shall not affect or prejudice that party's right in respect to such a default or any subsequent default or the continuance of any default.
- (d) Any waiver shall be an effective waiver only if the waiver is expressly set out in writing and signed by the party making the waiver.

11.7 Applicable Law

- (a) The parties agree that this Deed is made and entered into in the State of Queensland in Australia.
- (b) The parties agree to submit themselves to the non-exclusive jurisdiction of the laws in force for the time being in Queensland.
- (c) The parties agree to submit themselves to the non-exclusive jurisdiction of the Courts in Queensland.

11.8 Severance

If it is held by a court that:

- (a) any part of this Deed is or would be void, voidable, illegal or unenforceable; or
- (b) the application of any part of this Deed to any person or circumstances shall be or become invalid or unenforceable

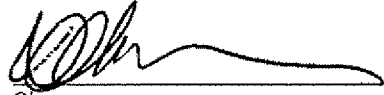
unless any part of this Deed were severed from this Deed, that part shall be severable and shall not affect the continued operation of the remaining terms of this Deed.

SCHEDULE 1: PATENTS

| Country | Patent number | Patent title | Date patent granted |
|----------------|---------------|--|---------------------|
| Australia | 683271 | A protection device using field effect transistors | 26 February 1998 |
| United Kingdom | 2294598 | A protection device using field effect transistors | 19 November 1997 |
| USA | 5742463 | A protection device using field effect transistors | 21 April 1998 |
| New Zealand | 267940 | A protection device using field effect transistors | 29 June 1994 |
| Japan | 3547135 | A protection device using field effect transistors | 23 April 2004 |

SIGNATURES OF PARTIES

SIGNED SEALED AND DELIVERED)
for UNIQUEST PTY LIMITED)
in the presence of)
)



Signature

David Andrew Henderson

Signatory print full name



Signature of witness

Jan Lorraine Pinder

Witness print full name

SIGNED SEALED AND DELIVERED)
for BOURNS, INC)
in the presence of)
)

Signature

Signatory print full name

Signature of witness

Witness print full name

NOTE

1. Ensure that all copies of this Deed are signed.
2. The last signatory to this Deed must insert the date of this Deed, where indicated, on the first page.
3. The date to be inserted must be the date that the last signatory sends this Deed to the remaining parties.
4. Ensure that all copies of this Deed are dated.

SIGNATURES OF PARTIES

SIGNED SEALED AND DELIVERED)
for UNIQUEST PTY LIMITED)
in the presence of)

Signature

Signatory print full name

Signature of witness

Witness print full name

SIGNED SEALED AND DELIVERED)
for BOURNS, INC)
in the presence of)

Erik Meijer

Signature

L. Erik Meijer

Signatory print full name

Gregg M. Gibbons

Signature of witness

GREGG M. GIBBONS

Witness print full name

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