

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Cemm thome SA	01/25/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Cemm Thome SK Spol Sro
<b>Street Address:</b>	38 Budovatel'ska
<b>City:</b>	Presov
<b>State/Country:</b>	SLOVAKIA
<b>Postal Code:</b>	08001
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12568418
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(512)853-8801
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	jpitre@intprop.com
<b>Correspondent Name:</b>	Jackie Pitre
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<b>Address Line 4:</b>	Austin, TEXAS 78746
<b>ATTORNEY DOCKET NUMBER:</b>	5310-17300
<b>NAME OF SUBMITTER:</b>	Eric B. Meyertons
<b>Total Attachments: 8</b> source=Assignment_Cemm_12568418#page1.tif source=Assignment_Cemm_12568418#page2.tif source=Assignment_Cemm_12568418#page3.tif source=Assignment_Cemm_12568418#page4.tif source=Assignment_Cemm_12568418#page5.tif	

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**PATENT**  
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## PATENT SALE AGREEMENT

This Patent Sale Agreement ("Agreement") is entered into on January 25th, 2011 (Effective Date) by and between :

Cemm thomé SA a French Corporation, having its principal place of business at La Laye, 01100 Arpent, France (Seller) hereinafter represented by Mrs Vanessa Dion, President, and

CEMM THOME SK SPOL SRO, a Slovak corporation, having its principal place of business at 38 Budovateľska, 080 01 Presov, Slovakia, hereinafter represented by Mrs Helena Mincicova, Manager (Purchaser).

### RECITALS

WHEREAS Purchaser desires to purchase Seller's Patent Rights (as defined below), and Seller is willing to sell such Patent Rights to Purchaser under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the following mutual promises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

#### 1. DEFINITIONS

For the purposes of this Agreement, the terms hereunder shall have the meanings as defined below:

**1.1 "Assignment Agreements"** means all agreements assigning ownership of the Patent Rights from the inventors and/or prior owners to Seller.

**1.2 "Patent Rights"** shall mean those specific patent applications and patents listed in **Exhibit A** (the "Patents") as well as the right to claim priority based on the applications, the same to be held by and enjoyed by Purchaser to the full end of the term for which said Letters Patents are granted, as fully and entirely as the same could have been held and enjoyed by Seller if this sale had not been made, together with all rights of actions for past infringement thereof including the right to recover damages for said infringement.

**1.4 "Prosecution History Files"** means all non-privileged documents in the custody of Seller's counsel that are located in the files of Seller's counsel that directly relate to the prosecution of patent applications and that were filed with or received from a patent office.

**1.5 "Deliverables"** means the following documentation directly related to each Patent Right filed to the extent that such documentation exists and is readily accessible by Seller: (a) the original copy of the patent issued by the relevant patent office; (b) the original Assignment Agreement(s); (c) the record of invention; and (d) Prosecution History Files.

## 2. TRANSFER OF PATENTS AND ADDITIONAL RIGHTS

Seller hereby sells, assigns, transfers and conveys to Purchaser all of Seller's right, title and interest in and to the Patent Rights. This sale includes all right, title and interest of Seller in all causes of action and enforcement rights for the Patents, including all of its rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Patent Rights.

Seller shall execute and deliver to Purchaser the necessary assignment agreements and any other documents required by any patent office within 10 days upon request of the Purchaser and shall provide the Deliverables within 45 days upon request of the Purchaser.

## 3. CONSIDERATION

3.1 Purchaser shall pay to Seller the sum of twelve thousand six hundred (EUR 12600) according to the breakdown given in Exhibit B, as consideration for the sale of the Patent Rights to Purchaser under this Agreement. The EUR 12600 shall be paid upon execution of this Agreement.

3.2 All payments shall be made by wire transfer of funds to Seller's bank account in CIC.

## 4. REPRESENTATIONS AND WARRANTIES

### 4.1 Mutual Representations and Warranties

Each party represents and warrants to the other as follows:

- (a) it is a corporation duly organized and validly existing under the laws of the state or country of its incorporation;
- (b) it has the complete and unrestricted power and right to enter into this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which such party is a party or by which such party may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having authority over such party;
- (d) all consents, approvals and authorizations from all governmental authorities, administrative or other agencies, trustees or any other persons having authority over such party required to be obtained by such party in connection with the execution and delivery of this Agreement have been obtained.
- (e) no person or entity has or will have, as a result of the transactions contemplated by this Agreement, any right, interest or valid claim against or upon such party for any commission, fee or other compensation as a finder or broker because of any act by such party or its agents; and
- (f) it has not entered into any agreement with any Third Party that is in conflict with the rights granted to the other party pursuant to this Agreement.

### 4.2 Seller Representations and Warranties

Seller declares that, to the best of its knowledge:

- (a) Seller is the true owner of all right, title and interest in and to the Patent Rights, and Seller knows of no asserted or unasserted claims of ownership of the Patent Rights by any party other than the Seller;



(b) Seller knows of no inventors of the Patent Rights other than the named inventors of the Patent Rights, and knows of no asserted or unasserted claims of inventorship of the Patent Rights by any person other than the named inventors of the Patent Rights.

#### **4.3 Purchaser Representations and Warranties**

Purchaser confirms that Payments to Seller will be made in accordance with the provisions contained in **Article 3**.

#### **5. DISCLAIMER OF OTHER WARRANTIES**

THE WARRANTIES SET FORTH IN **ARTICLE 4** ABOVE ARE PROVIDED IN LIEU OF, AND EACH PARTY HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

#### **6. GENERAL PROVISIONS**

##### **6.1 Paragraph Headings**

The paragraph headings are inserted only for purposes of reference. Such captions shall not affect the scope, meaning or intent of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

##### **6.2 Joint Drafting**

Seller and Purchaser acknowledge that each has participated in the drafting and negotiation of this Agreement. For purposes of interpreting this Agreement, each provision, paragraph, sentence and word herein shall be deemed to have been jointly drafted by Seller and Purchaser. They intend for this Agreement to be construed and interpreted neutrally in accordance with the plain meaning of the language contained herein, and not presumptively construed against any actual or purported drafter or any specific language contained herein.

##### **6.3 Forum**

Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of France without regard to principles of conflict of laws. Each party hereby agrees to the exclusive jurisdiction of the courts of Bourg en Bresse, France.

##### **6.4 Notices.**

Any notice, request, or communication under this Agreement shall be effective only if it is in writing and personally delivered; sent by certified mail, postage pre-paid; facsimile with receipt confirmed; or by nationally recognized overnight courier with signature required, addressed to the parties at the addresses stated above or such other persons and/or addresses as shall be furnished in writing by any party in accordance with this **Section 6.3**.

If sent by facsimile transmission, the date of transmission shall be deemed to be the date on which such notice, request or communication was given. If sent by overnight courier, the next business day after the date of deposit with such courier shall be deemed to be the date on which such notice, request or communication was



given. If sent by certified mail, the third business day after the date of mailing shall be deemed the date on which such notice, request or communication was given.

**6.5 Entire Agreement**

This Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, including any letter of intent. No oral agreement or explanation by either party hereto shall alter the meaning or interpretation of this Agreement. No amendments or modifications shall be effective unless in writing signed by authorized representatives of both parties.


**6.6 Counterparts**

This Agreement may be executed in two counterparts, each of which shall constitute an original document, but both of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**CEMM THOME SA**

By: [Signature]  
Name: Vanessa Valerie MAURIN-BION  
Title: Présidente

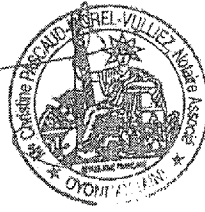
  
Etablissement secondaire  
Conception, Réalisation, Outillage  
Rue de Truchebanate  
La Laye BP 1  
0100 ARBENT  
TÉLÉPHONE 429 546 807 00026  
FAX 429 70 40 Fax : 04 74 81 30 41

**CEMM THOME SK SPOL SRO**

By: [Signature]  
Name: HELENA MIKULCOVA  
Title: HAZABKA

**CEMM THOME SK, s.r.o.**  
Budovateľská 38  
080 01 PREŠOV  
IČO: 36482889 DIČ: 2020015062  
IČ DPH: SK2020015062

*Je soussigné de Christiane PASCARD NOREL-VULLIEZ Notaire  
à Appenaz (Ae) après le signature apposée ci-dessus comme  
était celle de Madame Vanessa Valerie MAURIN-BION  
fait = Appenaz (Ae) le 25-1-2011*



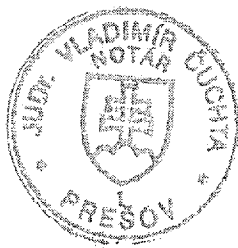


## OSVEDČENIE

o pravosti podpisu

Podľa knihy osvedčovania pravosti podpisov osvedčujem pravosť podpisu: Ing. Helena Minčíčová, r.č. 745129/8767, dátum narodenia 29.1.1974, bytom Košice - Juh, Južná trieda 1545/9, ktorého(ej) totožnosť som zistil(a) zákonným spôsobom, spôsob zistenia totožnosti: platný doklad totožnosti - občiansky preukaz, séria a/alebo číslo: SL 657810, ktorý(á) listinu predou mnou vlastnoručne podpísal(a). Centrálny register osvedčených podpisov pridelil podpisu poradové číslo O 59103/2011.

Prešov dňa 28.01.2011



Upozornenie! Notár legalizáciou neosvedčuje pravdivosť skutočností uvádzaných v listine (§58 ods. 4 Notárskeho poriadku)

JUDr. Vladimír Čuchta notár Prešov

**EXHIBIT A**

**Patents to be Assigned**

**Patent or Application No.**

856526	LED	29/09/2008	France
12/568418	Extension to LED patent	29/09/2008	USA

*ds*



**EXHIBIT B  
PRICE**

856526	Lampe à diode électroluminescente	29/09/2008
12/568418	extension aux EU	29/09/2008

29/09/2028

630  
630

**Total**

12600



