#### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### CONVEYING PARTY DATA

Name	Execution Date
James Lu	07/14/2009
JAtech Industrial, Inc.	07/14/2009

#### **RECEIVING PARTY DATA**

Name:	JAtech Precision (H.K.) Limited	
Street Address:	21-33 Tai Lin Pai Rd	
Internal Address:	Units 8-9 4/F Vanta Industrial Centre	
City:	Kwai Chung, N.T.	
State/Country:	HONG KONG	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12115467

#### CORRESPONDENCE DATA

Fax Number: (408)213-9541

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: IP Strategy Group, P.C.

Address Line 1: P.O. Box 700640

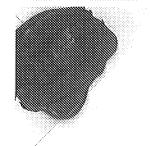
Address Line 4: San Jose, CALIFORNIA 95170

ATTORNEY DOCKET NUMBER:	JTEC-P001
NAME OF SUBMITTER:	Joseph A. Nguyen

## Total Attachments: 8

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PATENT REEL: 026007 FRAME: 0672 OP \$40.00 12115467



# THIS DEED OF ASSIGNMENT is made the 14th day of July, 2009

#### BETWEEN

(1) LU, JAMES of 1550 Atlantic Street, Union City CA94587, U.S.A.

("the Applicant"); and

(2) JAtech Industrial, Inc., a company incorporated in the State of California in the United States of America with registered office at 1550 Atlantic Street, Union City CA94587, U.S.A.

("the Assignor");

(3) JAtech Precision (H.K.) Limited, a company incorporated in Hong Kong with registered office at Units 8-9, 4th Floor, Vanta Ind. Centre, 21-33 Tai Lin Pai Road, Kwai Chung, New Territories, Hong Kong

("the Assignee").

#### WHEREAS:

The Applicant was the applicant for the Patent and had assigned the Patent Application to the Assignor, and both the Applicant and the Assignor have agreed to assign the Patent Application to the Assignee such that the Assignee should be substituted as applicant for the Patent.

# THIS DEED OF ASSIGNMENT WITNESSES as follows:

#### 1. Definitions

The following terms shall have the following meanings:

"Invention"

the invention[s] claimed in the Patent;

"Patent"

the prospective patent for which the Patent

Application has been made;

"Patent Application"

The Patent Application Number 12115467 filed

with the United States Patent And Trademark

Office.

## 2. Assignment

Pursuant to the said agreement and for consideration received, the Assignor assigns to the Assignce absolutely and free from all incumbrances the Patent Application together with all the Assignor's rights and interests in respect of it.

# 3. Applicant and Assignor's obligations

The Applicant and the Assignor jointly and severally undertakes with the Assignee:

# (a) Further assurances

PATENT REEL: 026007 FRAME: 0674 To execute such documents and give such assistance as the Assignee may require:

- (i) to secure the vesting in the Assignee of all rights in the Patent Application;
- (ii) to uphold the Assignee's rights in the Patent Application;
- (iii) to defeat any challenge to the validity of, and resolve any questions concerning, the Patent Application;
- (iv) to apply for and endeavour to assist the obtaining of other patents or other similar protection for the Invention and any improvements of it in the United States or other parts of the world; and
- (v) to do all that is necessary to vest such protection in the Assignee absolutely;

# (b) Supply of information

- (i) to inform the Assignee of all technical information concerning the Invention;
- (ii) to supply the Assignee with any documents or drawings relevant to the Invention; and
- (iii) to license the Assignee to use such documents information and drawings.

## (c) Improvements

If an improvement to the Invention is discovered

- (i) to disclose to the Assignee full details of the improvement; and
- (ii) to grant to the Assignee an exclusive royalty-free licence to make use of it.

# 4. Applicant and Assignor's warranties and indemnity

The Applicant and the Assignor jointly and severally warrants, represents and undertakes that:

- (a) the Applicant is the sole applicant of the Patent Application and had assigned the Patent Application and all his rights and interest therein or in respect thereof to the Assignor, and both the Applicant and the Assignor has full power to enter into this Assignment;
- (b) the Patent Application is still subsisting;
- (c) Either the Applicant or the Assignor has not granted any Licences to use the Invention within the United State nor suffered the Patent Application to be the subject of any charge mortgage or other incumbrances;
- (d) Either the Applicant or the Assignor has not done or omitted to do and is not aware of any act that will prevent the Patent from being granted;
- (e) the Applicant and the Assignor will keep the Assignee fully

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indemnified against all actions claims proceedings costs and damages (including any damages or compensation paid by the Assignee on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of the above warranties or out of any claim by a third party.

#### 5. General

## 5.1 Headings

Headings contained in this Assignment are for reference purposes only and shall not be incorporated into this Assignment and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate.

# 5.2 Proper law and jurisdiction

This Assignment shall be governed by Hong Kong law in every particular including formation and interpretation and shall be deemed to have been made in Hong Kong and the parties agree to submit to the jurisdiction of the course of Hong Kong.

IN WITNESS whereof the parties hereto have hereunto

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executed this Assignment the day and year first above written.

SIGNED SEALED and	)		
	)	$\bigcirc$	
<b>DELIVERED</b> by the Applican	()		
	)		
[who having been previously	)		
	)		
identified by production of his	)		
	)		
United States of Amercia	)		
	)		
Passport No. 450750709	)		
	)		
in the presence of :-	}		

ANDREW V. W. KAM SOLICITOR, HONG KONG S.A.R. MESSRS, KAM & FAN SEALED with the Common Seal of the )
Assignor and SIGNED by Mr. Lu, James)
and Mr. Chen, Andy Hong Chiuann )
the Director(s) of the Assignor and the )
person(s) duly authorized by the Board of )
Directors of the Assignor, in the presence of:-

) Company

andkewy. W. Kam solicitor, hong kong s.a.r. messrs. Kam & Fan

SEALED with the Common Seal of the

Assignee and SIGNED by Madam Lam
Po Yee

the Director(s) of the Assignee and the
person(s) duly authorized by the Board of
Directors of the Assignee, in the
presence of:-

ANDREW Y.W. KAM SOLICITOR, HONG KONG S.A.R. MESSRS. KAM & FAN



Dated the 14th day of July, 2009.

# DEED OF ASSIGNMENT

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KAM & FAN
SOLICITORS & NOTARIES,
UNIT A, 22<sup>ND</sup> FLOOR,
TWO CHINACHEM PLAZA,
NO.68 CONNAUGHT ROAD CENTRAL,
HONG KONG.

AK/03200/2009

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PATENT REEL: 026007 FRAME: 0680