

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	LICENSE
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Urs Viktor Giger	01/20/2011
Giger Gear Systems GmbH	01/20/2011
GDC Urs Giger GmbH	01/20/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Orbital 2 Ltd
<b>Street Address:</b>	Morva Griggs Close
<b>City:</b>	Chipping Campden, Gloucestershire
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	GL55 6BJ
<b>Name:</b>	Frank Cunliffe
<b>Street Address:</b>	Morva Griggs Close
<b>City:</b>	Chipping Campden, Gloucestershire
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	GL55 6BJ
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12449756
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CH \$40.00 12449756

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**PATENT**  
**REEL: 026197 FRAME: 0447**

ATTORNEY DOCKET NUMBER:	348-236 CRR
NAME OF SUBMITTER:	Andrew D. Dorisio
<p>Total Attachments: 6</p> <p>source=ORBITAL 2 AGRMNT#page1.tif</p> <p>source=ORBITAL 2 AGRMNT#page2.tif</p> <p>source=ORBITAL 2 AGRMNT#page3.tif</p> <p>source=ORBITAL 2 AGRMNT#page4.tif</p> <p>source=ORBITAL 2 AGRMNT#page5.tif</p> <p>source=ORBITAL 2 AGRMNT#page6.tif</p>	

This Licence Agreement is made as a deed and is entered into between

(1) Mr Urs Viktor Giger of

Kestenberg 17, CH-5642, Mühlau, Switzerland

(2) Giger Gear Systems GmbH of

Gottardstr.37, CH-6490, Andermatt, Switzerland

and

(3) GDC Urs Giger GmbH of

Kestenberg 17, 5642 Mühlau, Schweiz

together herein the 'Patentee'

and

(4) Orbital 2 Ltd a company incorporated under UK law and having a principal place of business at

Morva Griggs Close, Chipping Campden, Gloucestershire, GL55 6BJ Great Britain

herein the 'Licensee'

and

(5) Mr Frank Cunliffe of Morva Griggs Close, Chipping Campden, Gloucestershire, GL55 6BJ Great Britain

herein the 'Licensee'

whereas Mr Urs Viktor Giger is the applicant and patentee of record for certain Patents defined below and is the sole share holder and Managing Director of Giger Gear Systems GmbH;

whereas Giger Gear Systems GmbH is a licensee of said Patents;

whereas Orbital 2 Ltd is desirous of obtaining a non-exclusive licence for said Patents;

whereas Mr Urs Viktor Giger warrants that he (alternatively Giger Gear Systems GmbH) has the authority to grant the licences (and each of them) that are the subject of this Licence Agreement and in particular that the authority exists because all previous claims, charges, or exclusive licences relating to the Patents (as defined below) are terminated or discharged;

whereas Mr Urs Viktor Giger and Giger Gear Systems GmbH warrant that they will and do (jointly and severably) indemnify the Licensee against all and any losses resulting from a lack of said authority including any claims made by third parties where those third parties claim to have rights in or to the Patents resulting from said previous claims, charges, or exclusive licences or from any later exclusive rights relating to the Patents; and

whereas the Patentee gives no warranty that the working of his Patents (as defined below) under this licence will not infringe third party patent rights.

#### IT IS HEREBY AGREED THAT:

##### 1. GRANT OF LICENCE

In consideration of the sum set out in the Confidential Schedule, the Patentee grants an irrevocable, non-exclusive licence to the Licensee to exploit the following patents or patent applications (herein 'the Patents'):-

The numbered patents or numbered patent applications published under the following numbers: WO 2008/104257; WO 2008/104258; EP 2 132 442; EP 2 126 354; US 2010/0009803; DE 11 2008 000 494;; and any other patent, patent application or enforceable right derived or divided from, or sharing a common priority filing with the numbered patents or numbered patent applications mentioned immediately above:

in respect of all territories where the Patents are or will be enforceable for the full term of the Patents.

## 2. TERMS AND CONDITIONS OF THE LICENCE

1. As Patentee in this agreement, Mr Urs Viktor Giger and Giger Gear Systems GmbH are acting jointly and severally for the purposes of this agreement.
2. The Patentee will allow the full exploitation of the inventions under the Patents by the Licensee or his Agents, including but not limited to the designing, sale, offering for sale, disposal, keeping, importing, making and using that which is defined by the claims of the Patents. In this agreement 'Agents' are those having an arm's length contract for the supply of goods or services from the Licensee and those who have entered into a contract with such Agents for the purpose of said exploitation including the supply of parts for working the invention.
3. The Patentee will cooperate with the Licensee and will assist the Licensee to take all reasonable steps to record this licence agreement (at the expense of the Licensee), without disclosure of the Schedule, at all patent offices where the Patents have legal effect.
4. Subject to the terms and conditions set out in the Confidential Schedule, the Patentee will not terminate the Licence.
5. The Patentee will notify the Licensee when any of the Patents lapse or cease to have legal effect.
6. The Patentee and Licensee will have no obligation to police, or maintain the Patents, or pursue any infringement of the Patents.
7. This agreement will remain in force until the last of the Patents lapse or cease to have legal effect.

8. This agreement is made under the laws of England and Wales, and any dispute between any of the parties to this agreement in regard to this agreement is to be decided under those laws in England or Wales.
9. The parties will comply with the further terms and conditions set out in the Confidential Schedule to this Licence Agreement.

Executed and Delivered as a Deed by the Parties:

Signed as a deed by Mr Urs Victor Giger:

Sign:

In the presence of me (witness)

Print name:

Sign:

Address:

Date:

Signed as a deed on behalf of Giger Gear Systems GmbH by Mr Urs Victor

Giger:

Sign:

In the presence of me (witness)

Print name:

Sign:

Address:

Date:

Signed as a deed on behalf of GDC Urs Giger GmbH by Mr Urs Victor Giger:

Sign:

In the presence of me (witness)

Print name:

Sign:

Address:

Date:

Signed as a deed on behalf Orbital 2 Ltd by Mr Frank Cunliffe:

Sign:

F. Cunliffe F. Cunliffe

In the presence of me (witness)

Print name:

~~F. Cunliffe~~ Lucy Phillips

Sign:

L. Phillips

Address:

95 King Street

Brynmore

Gwent

Date:

20/3/04

20/1/11

Signed as a deed by Mr Frank Cunliffe:

Sign:

F. Cunliffe

In the presence of me (witness)

Print name:

Lucy Phillips

Sign:

L. Phillips

Address:

95 King Street

Brynmore

Gwent

Date:

20/3/04

20/1/11