

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Nonlinear Ion Dynamics, LLC	01/27/2011
RECEIVING PARTY DATA	
Name:	Pong Research Corporation
Street Address:	10 S. Liberty Street
Internal Address:	P.O. Box 1960
City:	Middleburg
State/Country:	VIRGINIA
Postal Code:	20118
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6615026
Patent Number:	6341217
Application Number:	12614132
Patent Number:	7750855
Application Number:	12724290
CORRESPONDENCE DATA	
Fax Number:	(202)659-0100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	vincent.deluca@novakdruce.com
Correspondent Name:	Vincent M DeLuca
Address Line 1:	300 New Jersey Avenue NW
Address Line 2:	Fifth Floor
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001
ATTORNEY DOCKET NUMBER:	8986.000

OP \$200.00 6615026

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**PATENT
 REEL: 026237 FRAME: 0464**

NAME OF SUBMITTER:

Vincent M DeLuca

Total Attachments: 8

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**INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*Agreement*") is made and entered into this 27 day of January, 2011 ("*Effective Date*"), by and between **NONLINEAR ION DYNAMICS, LLC**, a California limited liability company ("*Assignor*" or "*NID*") and **PONG RESEARCH CORPORATION**, a Delaware corporation (the successor corporation to Pong Research Corporation, LLC, a Delaware limited liability company) ("*Assignee*" or "*Pong*").

RECITALS

A. Assignor and Assignees are parties to an Exclusive Patent License Agreement, dated as of June 30, 2010 (the "*Patent License*").

B. The parties are the principal stockholders of Pong which is the successor corporation to Pong Research Corporation, LLC, a Delaware limited liability company. The parties have entered into a Stockholders Agreement and various other consulting, employment and other agreements in connection with the reincorporation of Pong (the "*Reorganization*").

C. In connection with the Reorganization, Assignor and Assignee wish to terminate the Patent License and provide for Assignor to assign to Pong on a worldwide basis (1) all right, title, and interest in, (2) all intellectual property rights, moral rights, contractual rights, and any other legal rights related to, and (3) all intellectual property rights owned by Assignor that are embodied in, the technology, patents and intellectual property rights identified on *Exhibit A* attached to this Agreement (altogether constituting the "*Assigned Intellectual Property*").

D. Assignor is willing to sell and assign the Assigned Intellectual Property to Assignee, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration for the mutual covenants set forth below, the Parties hereby agree as follows:

1. Termination. Upon the due and punctual performance of all obligations of Assignor hereunder, the Patent License shall—without further action of Assignee—terminate and be of no further force or effect.

2. Assignment. Assignor hereby irrevocably assigns, sells, transfers and conveys to Assignee all right, title and interest, on a worldwide basis, in and to the Assigned Intellectual Property. Assignor acknowledges that from and after the Effective Date of this Agreement, it will have no further rights in any Assigned Intellectual Property, nor any rights to use any such Assigned Intellectual Property in any matter or for any purpose.

3. Further Assurances. Assignor hereby acknowledges that Assignor retains no right to use the Assigned Intellectual Property and agrees not to challenge the validity of Assignee's ownership of the Assigned Intellectual Property or undertake any actions inconsistent with Assignee's ownership thereof. Upon reasonable request by Assignee, Assignor agrees promptly to execute documents and take other acts as Assignee may deem reasonably necessary to procure, maintain, perfect, evidence and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis, of the Assigned Intellectual Property and all rights assigned under this Agreement, including executing patent assignments related to the Assigned Intellectual Property.

4. Delivery. Assignor further agrees to deliver to Assignee upon execution of this Agreement any and all tangible manifestations of the Assigned Intellectual Property, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under its control relating to the Assigned Intellectual Property.

5. Warranties. Assignor represents and warrants that:

a. as of the Effective Date, all inventors known to Assignor are listed in the definition of "Assigned Intellectual Property" and have assigned their rights to the Assigned Intellectual Property to Assignor;

b. it is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California;

c. it has the full power and authority to enter into and perform according to the terms of this Agreement; and

d. it has not previously granted or any rights in the Assigned Intellectual Property to any third party that are inconsistent with the rights conveyed to Assignee herein; and

e.

6. Entire Agreement. This Agreement and *Exhibit A* attached to this Agreement constitute the entire, complete, final and exclusive understanding and agreement of the Parties with respect to the subject matter set forth above, and supersedes any other prior or contemporaneous oral understanding or agreement and any other prior written agreement on such subject matter. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by authorized representatives of both Parties. Failure by either Party to exercise any of its rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights.

7. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Delaware.

8. **Severability.** If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

9. **Applicability.** The provisions of this Agreement will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties to this Agreement.

10. **Dispute Resolution.** Any and all disputes arising out of or related to this Agreement shall be resolved solely pursuant to that certain Dispute Resolution Procedure set forth on Exhibit B.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

ASSIGNOR:

NONLINEAR ION DYNAMICS, LLC

By:

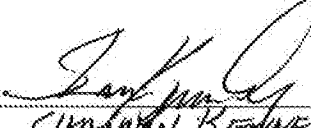


Alfred Y. Wong, Manager

ASSIGNEE:

PONG RESEARCH CORPORATION

By:



Name: SHANNON KENNEDY
Title: CHIEF EXECUTIVE OFFICER

EXHIBIT A

DESCRIPTION OF ASSIGNED INTELLECTUAL PROPERTY

Technology, patents and intellectual property rights relating to the definition of “*Assigned Intellectual Property*” in Recital C:

Description	Inventor	Record Holder
US patent filed February 1, 1999 and issued September 2, 2003 under #6,615,026 captioned “Portable Telephone with Directional Transmission Antenna”	Wong, Alfred Y.	A.W. Technologies LLC
US patent filed October 19, 1999 and issued February 2, 2002 under #6,341,217 captioned “Portable Telephone with Shielded Transmission Antenna”	Wong, Alfred Y.	A.W. Technologies LLC
US patent filed November 6, 2009 under #12/614,132 captioned “Radiation Redirecting External Case for Portable Communications Device and Antenna Embedded in Battery of Portable Device”	Wong, Alfred Y.; Moreno, Robert; Shields, Karl R.; Wang, Rong	Wong, Alfred Y.; Moreno, Robert; Shields, Karl R.; Wang, Rong
US Patent filed April 7, 2007 under #11/696,040 captioned “Compact Polarization-Sensitive and Phase-Sensitive Antenna with Directionality and Multi-Frequency Resonances”	Wong, Alfred Y.	Wong, Alfred Y.
US patent filed March 15, 2010 under #12/724,290 captioned “RF Radiation Redirection Away from Portable Communication Device User”	Wong, Alfred Y.; Moreno, Robert; Shields, Karl R.; Wang, Rong	Wong, Alfred Y.; Moreno, Robert; Shields, Karl R.; Wang, Rong
US patent filed November 6, 2008 under #61/112,141 captioned “Antenna Embedded into Battery of Mobile Phone and Other Similar Wireless Devices and Smart Case for Wireless Device”	Wong, Alfred Y.	Wong, Alfred Y.
US patent filed March 9,	Wong, Alfred Y.	Wong, Alfred Y.

2009 under #12/614,132 captioned "External Case for Portable Communication Device to Redirect Radiation Away from the User's Head"		
US patent filed March 13, 2009 under #61/160,282 captioned "A Method and Systems for Redirecting RF Radiation Away from Users, for Wireless Devices such as Cell Phones, Smart Phones, and Similar Devices"	Wong, Alfred Y.	Wong, Alfred Y.
China patent filed November 6, 2009 and issued December 2010 under #09U2154-2209-LXD captioned "Antenna Embedded into Battery, Wireless Device, and Smart Case for Wireless Device (Utility Patent)"	Wong, Alfred Y.	Wong, Alfred Y.
China patent filed November 6, 2009 under #0912153-2209-LXD captioned "Antenna Embedded into Battery, Wireless Device, and Smart Case for Wireless Device"	Wong, Alfred Y.	Wong, Alfred Y.

All other inventions, discoveries, technology, or devices, owned or controlled by Assignor or its affiliates, which may or may not be patentable, relating to (i) permitting, enabling or enhancing the ability of cellular telephones, wireless telephones, personal digital assistants, or similar wireless devices to redirect and/or reduce radiation away from the user of such wireless device and/or (ii) amplification improvements using polarized signals and antennas to maintain or improve RF signal quality between components of wireless systems.

EXHIBIT B

DISPUTE RESOLUTION PROCEDURE

1. Defined Terms. All capitalized terms not defined herein have the meaning given to such terms in the Agreement to which this Dispute Resolution Procedure is attached as Exhibit B.
2. Dispute Resolution. Any and all disputes, claims or controversies arising out of, relating to, concerning or pertaining to the terms of the Agreement, or to the performance or failure of performance under the Agreement of any party thereto ("Dispute"), which Dispute the parties have been unable to resolve by informal methods after undertaking a good faith effort to do so, shall first be submitted to an informal dispute resolution under the procedure described in Paragraph 3, below; if the matter is not resolved through such procedures, it shall be referred for final and binding arbitration under the procedures described in Paragraph 4, below.
3. Informal Resolution. Any unresolved Disputes shall initially be referred to a professional mediator or neutral third party, who shall be jointly selected by the parties to the Dispute. The parties' respective designees shall meet, along with said mediator, and shall negotiate in a commercially reasonable manner for a period of fifteen (15) business days in an effort to resolve the Dispute. No party to a Dispute shall seek to commence any litigation or arbitration proceeding without first satisfying this Paragraph 3, and any failure of a party to do so shall constitute a sufficient basis for termination without prejudice to any proceeding so attempted.
4. Arbitration. Any party may initiate binding arbitration with respect to the Dispute by making a written demand for binding arbitration before an arbitrator that is a former judge or attorney with experience resolving major commercial disputes within the electric industry with JAMS, its successor, or any other mutually agreeable arbitrator (the "Arbitrator") at any time following the unsuccessful conclusion of the informal resolution provided for in Paragraph 3. The parties will cooperate with one another in promptly selecting the Arbitrator and in scheduling the arbitration to commence no later than ninety (90) calendar days from the date of the initial written demand for binding arbitration. If, notwithstanding their good faith efforts, the parties are unable to agree upon a mutually acceptable Arbitrator, the Arbitrator shall be appointed as provided for in the Delaware Uniform Arbitration Act. Upon a party's written demand for binding arbitration, such Dispute, including the determination of the scope or applicability of the agreement to arbitrate, shall be determined by binding arbitration before the Arbitrator, in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws. Except as provided for herein, the arbitration shall be conducted by the Arbitrator in accordance with the rules and procedures for arbitration of complex business disputes for the organization with which the Arbitrator is associated; absent the existence of such rules and procedures, the arbitration shall be conducted in accordance with the Delaware Uniform Arbitration Act, 10 Del. C. 1953, § 5701 et seq. However, notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the parties agree to a different arrangement, if the demand for binding arbitration is made by Pong, the place of the arbitration shall be in Los Angeles County, California, and if the demand for binding arbitration is made by NID, the place of the arbitration shall be Washington, D.C. Each side in the arbitration shall be entitled to take

depositions, and all direct testimony in the arbitration may, but need not, be submitted in the form of affidavits or declarations under penalty of perjury. Each party shall cooperate in making available for cross-examination at the arbitration hearing its witnesses whose direct testimony has been so submitted. Judgment on the award may be entered in any court having jurisdiction. The Arbitrator shall, in any award, allocate all of the costs of the binding arbitration (other than each party's individual attorneys' fees and costs related to the party's participation in the arbitration, which fees and costs shall be borne by such party), including the fees of the Arbitrator, against the party who did not prevail. Until such award is made, however, the parties shall share equally in paying the costs of the arbitration

5. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING UNDER THE AGREEMENT.