

## PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>August Adrianus Johannes Brinkman</td><td>08/29/2011</td></tr><tr><td>Rodney Stephen Mackrell</td><td>08/29/2011</td></tr></tbody></table>		Name	Execution Date	August Adrianus Johannes Brinkman	08/29/2011	Rodney Stephen Mackrell	08/29/2011				
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RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Tait Electronics Limited</td></tr><tr><td>Street Address:</td><td>175 Roydvale Avenue</td></tr><tr><td>City:</td><td>Christchurch</td></tr><tr><td>State/Country:</td><td>NEW ZEALAND</td></tr><tr><td>Postal Code:</td><td>8053</td></tr></table>		Name:	Tait Electronics Limited	Street Address:	175 Roydvale Avenue	City:	Christchurch	State/Country:	NEW ZEALAND	Postal Code:	8053
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PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>29401234</td></tr></tbody></table>		Property Type	Number	Application Number:	29401234						
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CORRESPONDENCE DATA											
Fax Number: (650)798-0320 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
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ATTORNEY DOCKET NUMBER:	40006952-0010-100										
NAME OF SUBMITTER:	Tarek N. Fahmi										
Total Attachments: 6 source=Deed of Assignment_Brinkman_and_ Mackrell_to_TEL_29.8.11#page1.tif source=Deed of Assignment_Brinkman_and_ Mackrell_to_TEL_29.8.11#page2.tif source=Deed of Assignment_Brinkman_and_ Mackrell_to_TEL_29.8.11#page3.tif source=Deed of Assignment_Brinkman_and_ Mackrell_to_TEL_29.8.11#page4.tif source=Deed of Assignment_Brinkman_and_ Mackrell_to_TEL_29.8.11#page5.tif source=Deed of Assignment_Brinkman_and_ Mackrell_to_TEL_29.8.11#page6.tif											

OP \$40.00 29401234

**AUGUST ADRIANUS JOHANNES BRINKMAN  
RODNEY STEPHEN MACKRELL**

**TAIT ELECTRONICS LIMITED**

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**DEED OF ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS**

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**A SET OF PORTABLE RADIOS**

**DEED** dated 29 August 2011

## **PARTIES**

**AUGUST ADRIANUS JOHANNES BRINKMAN**, a New Zealand Citizen of 34 Waiwetū Street, Fendalton, Christchurch 8053.

**RODNEY STEPHEN MACKRELL**, A New Zealand Citizen of 15A Hackthorne Road, Cashmere, Christchurch 8022.

(together “the Assignors”)

**and**

**TAIT ELECTRONICS LIMITED**, of 175 Roydvale Avenue, Christchurch 8053.  
 (“Assignee”)

## **INTRODUCTION**

- A. The Assignors are employees of the Assignee and have created certain Intellectual Property during the course of their employment with the Assignee.
- B. The Assignors acknowledge that the Assignee is or should be the proprietor of the Invention and the Intellectual Property Rights relating to the Design Applications known as a set of portable radios. This invention is also known as the “CFA grille design”.
- C. To the extent that the Assignors have any rights, title and interest in or to the Invention or the Intellectual Property Rights, they have agreed to assign, and the Assignee has agreed to accept, such Invention and Intellectual Property Rights subject to the terms and conditions of this deed.

## **COVENANTS**

### **1. DEFINITIONS**

- 1.1 In this deed including the Introduction, the following words shall have the following meanings:

**“Copyright”** means all copyrights and all rights in the nature of copyright, in any original artistic, graphic, literary and other works comprising or relating to the Invention as may exist anywhere in the world;

**“Design Rights”** means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to the right to protect such designs in any country in relation to such articles and the rights conferred by such protection when granted;

**“Intellectual Property Rights”** means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as may exist

anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

**“Invention”** means the inventions disclosed in the Design Applications which will be entitled “a set of portable radios”;

**“Know-How”** means any information, knowledge, experience, data and designs in the possession of the Assignors of a confidential nature and not in the public domain relating to the Invention or the process for making or using it;

**“Patent Rights”** means all patent rights in and to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Applications together with any patent that may be granted pursuant to the Patent Applications and any future patent(s) and patent application(s) which are based on or derive priority from or have equivalent claims to the Patent Applications in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

## 2. ASSIGNMENT

2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignors, the receipt of which is hereby acknowledged by the Assignors, the Assignors hereby assign to the Assignee absolutely all of their rights, title and interest in and to:

- (a) the Invention;
- (b) the Intellectual Property Rights; and
- (c) the Know-How and the full unfettered and exclusive worldwide right to use the Know-How for any purpose whatsoever (including the filing of patent applications in respect of all or any part of it).

2.2 **Rights of action:** The assignments effected by clause 2.1 shall include, without limitation, the assignment and transfer of:

- (a) all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this deed; and
- (b) all rights of ownership of any materials that form part of the Know-How.

2.3 **Moral rights:** The Assignors waive all of their moral rights arising from the Invention throughout the world insofar as the Assignors may lawfully do so.

### 3. INFORMATION

3.1 **Provision of Know-How:** The Assignors shall, at the request of the Assignee and to the extent outstanding:

- (a) disclose all Know-How known to the Assignee;
- (b) provide all other reasonable assistance and information as may be reasonably necessary in order to assist the Assignee, or its nominee, to develop and make or use the Invention; and
- (c) where possible, provide all original versions of the Invention and any materials that form part of the Know-How.

3.2 **Confidentiality:** The Assignors agree to treat all information relating to the Invention, the Know-How and the Intellectual Property Rights as confidential. Following the execution of this deed, the Assignors shall not use, disclose or publish the same without the express prior written consent of the Assignee.

### 4. IMPROVEMENTS

4.1 **Disclosure:** Following the date of this deed, the Assignors while employed by the Assignee or under any commission for money or money's worth from the Assignee, shall forthwith disclose to the Assignee all improvements in, modifications of or additions to:

- (a) the Invention
- (b) any original artistic, literary or other works relating to the Invention; and
- (c) any designs to be applied to articles of or relating to the Invention,  
devised, created, designed or acquired by the Assignors ("Improvements").

4.2 **Assignment:** The Assignors shall assign to the Assignee upon request all of his rights, title and interest in and to any Improvements and all intellectual property rights therein as may exist anywhere in the world, on the same terms as set out in this deed.

### 5. EXECUTION OF DOCUMENTS

5.1 **Further actions:** If requested by the Assignee, the Assignors shall at the Assignee's expense:

- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection of the Intellectual Property Rights with the understanding and the intention that all rights, title and interest in and to such applications and any granted protection is to vest in the Assignee; and
- (b) execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to apply for and obtain protection of the Intellectual Property Rights, vest any such protection in the Assignee, enable enforcement of any of the Intellectual Property Rights, defeat any challenge to the validity of any of the Intellectual Property Rights and otherwise to implement and carry out his or her obligations under this deed.

5.2 **Power of attorney:** The Assignors hereby irrevocably appoint the Assignee as their attorney with full power to act in his name and on his behalf in fulfilling any of the matters set out in clause 5.1:

- (a) to the extent that he fails to do any of such matters after being called upon to do so by the Assignee; or
- (b) if the Assignee is unable after making reasonable and proper inquiries to locate him to request the fulfilment of such matters.

Wherever possible and practicable, the Assignors will be promptly and freely informed of actions taken in accordance with this assignment of power.

## 6. GENERAL

6.1 **Waiver:** No failure or delay by either party in exercising any right, power or privilege under this deed will operate as a waiver, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.

6.2 **Counterparts:** This Deed may be executed in any number of counterparts (including facsimile copies or other electronic means) all of which, when taken together, shall constitute one and the same instrument. A party may enter into this Deed by executing any counterpart. The parties acknowledge that this Deed may be executed on the basis of an exchange of facsimile copies or other electronic means and confirm that their respective execution of this Deed by such means shall be a valid and sufficient execution.

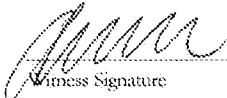
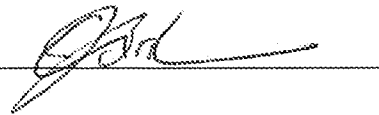
6.3 **Governing law:** The formation, validity, construction and performance of this deed shall be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand shall have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

## SIGNED AS A DEED

SIGNED by

AUGUST ADRIANUS JOHANNES BRINKMAN )

in the presence of: )

  
Witness Signature

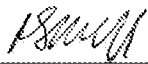
Mechanical Engineer

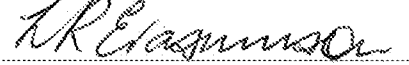
Witness Occupation

Christchurch

Witness Town of Residence

SIGNED by  
**RODNEY STEPHEN MACKRELL**  
in the presence of:

)  
)   
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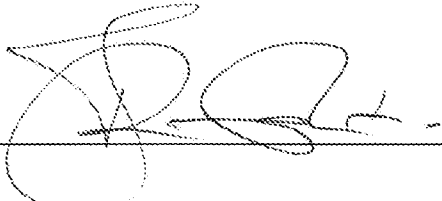
  
Witness Signature

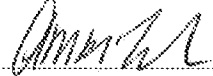
mechanical Technology leader

Witness Occupation

Christchurch.  
Witness Town of Residence

SIGNED for and on behalf of  
**TAIT ELECTRONICS LIMITED**  
in the presence of:

)  
)   
)

  
Witness Signature

Secretary

Witness Occupation

Christchurch

Witness Town of Residence