

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Edith Cowan University	03/11/2011
Gwangju Institute of Science and Technology	03/11/2011

**RECEIVING PARTY DATA**

<b>Name:</b>	Edith Cowan University
<b>Street Address:</b>	100 Joondalup Drive
<b>City:</b>	Joondalup
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6027

<b>Name:</b>	Ytel Photonics Inc.
<b>Street Address:</b>	215 Business Incubation Center, GIST
<b>Internal Address:</b>	1 Oryong-dong Buk-gu,
<b>City:</b>	Gwangju
<b>State/Country:</b>	KOREA, DEMOCRATIC PEOPLE'S REPUBLIC OF

**PROPERTY NUMBERS Total: 2**

Property Type	Number
<b>Application Number:</b>	12440916
<b>Application Number:</b>	13147560

**CORRESPONDENCE DATA**

Fax Number: (503)296-2172  
 Phone: 5038449009  
 Email: pat@ganzlaw.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Ganz Law, PC  
 Address Line 1: P.O. Box 2200

OP \$80.00 12440916

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ATTORNEY DOCKET NUMBER:

GRI-16 AND 25

NAME OF SUBMITTER:

Patricia Cason

Total Attachments: 8

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# Deed of Assignment of Patents

Date: 11th March 2011

Between

EDITH COWAN UNIVERISTY

('ECU')

and

GWANGJU INSTITUTE OF SCIENCE AND TECHNOLOGY

('GIST')

and

YTEL PHOTONICS INC

('YTEL')

THIS DEED is made the 11<sup>th</sup> day of March 2011

**BETWEEN:** EDITH COWAN UNIVERISTY constituted by the *Edith Cowen University Act 1984* (WA) of 100 Joondalup Drive, Joondalup, Western Australia ("ECU");

**AND:** GWANGJU INSTITUTE OF SCIENCE AND TECHNOLOGY of 1 Oryong-dong Buk-yu, Gwangju, Republic of Korea 500-712 ("GIST");

**AND:** YTEL PHOTONICS INC, Korean Business Registration Number 409-81-77840 of 215 Business Incubation Center, GIST, 1 Oryong-dong, Buk-gu, Gwangju, Republic of Korea ("YTEL")

**RECITALS:**

- A. ECU and GIST are the owners of the Patents (together the "Assignors").
- B. ECU and GIST have agreed with YTEL, that there will be an assignment of the Assignors' right, title and interest in and to the Patents to ECU and YTEL (together the "Assignees") on the terms and conditions set out in this Deed.

**THIS DEED PROVIDES:**

**1. INTERPRETATION**

**1.1 Definitions**

In this Deed:

"Affiliate" means in relation to a Party, any related body corporate, assignee or licensee of the Party and includes every member, shareholder, beneficiary, director, employee, consultant, or associate of that Party and any firm, corporation, trust or business owned or conducted by that Party. "Affiliates" has a corresponding meaning.

"Assignors" means ECU and GIST.

"Assignees" means ECU and YTEL.

"Business Day" means a day which is not a Saturday, Sunday, public holiday or bank holiday in Western Australia.

"Deed" and "this Deed" means the deed between the Parties constituted by this document and includes the recitals and the amendments made from time to time.

"Encumbrance" includes any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement or arrangement of any kind given or created, and including any possessory lien in the ordinary course of business whether arising by operation of law or by contract and the expression "Encumbrances" shall be construed accordingly.

"Execution Date" means the date on which the last of the Parties executes this Deed.

**"Improvement"** means an improvement upon, modification, variation, revision or new model of an invention or information, and includes any improvement, improvement upon an improvement, modification, variation, revision or new model that:

- (a) improves the performance;
- (b) reduces the cost of materials or components;
- (c) reduces production, manufacturing or associated costs;
- (d) increases the durability or continuous performance characteristics;
- (e) expands the commercial or other applications;
- (f) increases or enhances the marketability or commercial acceptance;
- (g) would if implemented, replace or displace in one or more material markets,

of any of the products or processes comprised in or embodying the whole or any part of the technology.

**"Intellectual Property Rights"** means all intellectual property rights including (without limitation) all patents, copyright (and neighbouring rights), registered and unregistered designs, trade marks, service marks, rights in circuit layouts, the right to have trade secrets and confidential information kept confidential.

**"Parties"** means the parties to this Deed and their respective successors or personal representatives (as the case may be) and permitted assigns which become bound by the terms of this Deed and **"Party"** has a corresponding meaning.

**"Patents"** means all current patents (if any) and/or patent applications described in the Schedule.

## 1.2 Interpretation

In this Deed:

- (a) headings are for ease of reference only and do not affect the interpretation of the clauses they introduce;

and unless the context otherwise requires:

- (b) references to clauses are references to clauses of this Deed;
- (c) singular includes plural and vice versa;
- (d) references to currency are to the currency of Australia;
- (e) reference to any statute shall include all statutes amending or consolidating the statutes referred to;
- (f) the word "person" shall include a corporation; and

- (g) every covenant or agreement expressed or implied in which more than one person covenants or agrees shall bind such persons jointly and severally.

## 2. ASSIGNMENT

2.1 The Assignors hereby irrevocably assign and transfer to the Assignees the whole of their right, title and interest (free from any Encumbrance) in:

- (a) the Patents;
- (b) all further patents and patent applications based on the Patents or claiming a right of priority therefrom (including without limitation, any divisional, continuation, continuation-in-part and/or convention application); and
- (c) all patents issuing on any further applications based on the Patents and any reissue, re-examination or extension of any such patents.

2.2 The Assignors authorises and requests the Commissioner or Registrar of Patents (or any other official whose duty it is to issue patents or to register the assignment of any patent and/or patent application) to issue the patents (or record the assignment of any patent and/or patent application) for the Patents to the Assignees or any other party designated by the Assignees.

## 3. ASSISTANCE

### 3.1 Defence of Infringement Suits

Each Party agrees to cooperate fully and use its reasonable efforts to assist the other Party in the future in the defence of any suit, claim or other action by a third party alleging that the Patents or Improvements infringes any patent or other rights of such third party.

### 3.2 Prosecution of infringement suits

Each Party shall provide reasonably prompt notice to the other Party upon becoming aware of possible infringement of any Intellectual Property Rights comprised in the Patents or Improvements by any third party.

## 4. NOTICES

### 4.1 Method of Giving Notices

A notice required or permitted to be given by one Party to another under this Deed shall be in writing, addressed to the other Party and:

- (a) delivered to that Party's address;
- (b) sent by pre-paid mail to that Party's address; or
- (c) transmitted by facsimile to that Party's address.

#### 4.2 Time of Receipt

A notice given to a Party in accordance with this Deed is treated as having been given and received:

- (a) if delivered to a Party's address, on the day of delivery if a Business Day, otherwise on the next following Business Day;
- (b) if sent by pre-paid mail, on the third Business Day after posting (excluding the date of posting); or
- (c) if transmitted by facsimile to a Party's address and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next following Business Day.

#### 4.3 Address of Parties

For the purpose of this clause, the address of a Party is the address set out at the beginning of this Deed or such other address of which that Party may from time to time give notice to each other Party

### 5. REMEDIES

All remedies, rights, undertakings, obligations or agreements of the Parties arising by law, under this Deed or otherwise shall be cumulative and none thereof shall be in limitation of any other right, remedy, undertaking, obligation or agreement of such Parties. Each Party may follow any remedy to which such Party is entitled by law, under this Deed or otherwise concurrently or successively at that Party's option.

### 6. GENERAL

- 6.1 **Governing law:** This Deed is governed by and is to be construed according to the laws of Western Australia. The parties submit unconditionally to the non-exclusive jurisdiction of the courts of Western Australia and no other courts.
- 6.2 **No encumbrances:** Neither Party may encumber any of its right, title or interest in this Deed without the prior written consent of the other (which consent shall, subject to the other provisions of this Deed, not be unreasonably withheld).
- 6.3 **Costs:** Each Party will carry out their obligations under this Deed at their own cost.
- 6.4 **Further assurances:** The parties agree to execute enter into and do all such further or other deeds documents acts matters or things necessary desirable or convenient to give effect to the provisions of this Deed and the matters and transactions contemplated in it.
- 6.5 **Severability:** The provisions of this Deed are severable.
- 6.6 **Notice:** Any notice required to be given may be by personal delivery, pre-paid air courier or facsimile to the address of the Party in this Deed or last advised in writing.
- 6.7 **Counterparts:** This Deed may be executed in one or more counterparts each of which shall constitute an original, but when taken together shall constitute but one Deed.

- 6.8 **Facsimile:** The execution of this Deed by a Party signing a photocopy or facsimile of this Deed shall be and be deemed to be legally valid and binding execution of this Deed by such Party.
- 6.9 **Survival**
- (a) Termination of this Deed, howsoever arising, shall not extinguish or otherwise affect any rights of any Party against the other which:
    - (i) occurred prior to the time at which such termination occurred; or
    - (ii) otherwise relate to or may arise at any future time from any breach or non-observance of obligations under this Deed, which arose prior to the time at which such termination occurred.
  - (b) The rights and obligations of the Parties under this Deed with respect to confidentiality shall survive termination of this Deed.

**EXECUTED by the Parties as a Deed.**



**SCHEDULE  
PATENTS**

Priority No	Country	Application No	Right Holder No 1.	Right Holder No 2.	Admin Authority	Title
2006905043	Australia	2006348293	GIST	ECU	ECU	An Optical Connection Component
AU2008902320	Australia	2009201717	GIST	ECU	ECU	A Model for Transforming Between A RF Signal and a Digital Multiplexed Optical Signal.
	Australia	2009900429	GIST	ECU	ECU	An Optical Connection System
2009900429	PCT	PCT/AU2010/00112	GIST	ECU	ECU	An Optical Connection System

EXECUTED as a deed  
by EDITH COWAN UNIVERSITY in the  
presence of:

)  
)  
)

*M Taylor*

(Signature)

*Regal Plumb*

(Signature of Witness)

Dr Marcia Taylor  
Director, Office of Research & Innovation  
Edith Cowan University

*Regal Plumb*

(Name of Witness in full)

EXECUTED as a deed  
by GWANGJU INSTITUTE OF SCIENCE  
AND TECHNOLOGY in the presence of:

)  
)  
)  
)  
)

*HyoBee Kang*

(Signature)

*Daewon Seo*

(Signature)

*HyoBee Kang*

(Name)

*Daewon Seo*

(Name)

EXECUTED as a deed  
by YTEL PHOTONICS INC in the presence  
of:

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)  
)  
)  
)

*JongCheon Lee*

(Signature)

*YongTak Lee*

(Signature)

*JONG-CHEON LEE*

(Name)

*YongTak Lee*

(Name)

