

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>University of East Anglia</td> <td>07/15/2010</td> </tr> <tr> <td>UEA Enterprises Limited</td> <td>07/15/2010</td> </tr> </tbody> </table>		Name	Execution Date	University of East Anglia	07/15/2010	UEA Enterprises Limited	07/15/2010												
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UEA Enterprises Limited	07/15/2010																		
RECEIVING PARTY DATA																			
<table border="1"> <tr> <td>Name:</td> <td>Apple Inc.</td> </tr> <tr> <td>Street Address:</td> <td>1 Infinite Loop</td> </tr> <tr> <td>City:</td> <td>Cupertino</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>95014</td> </tr> </table>		Name:	Apple Inc.	Street Address:	1 Infinite Loop	City:	Cupertino	State/Country:	CALIFORNIA	Postal Code:	95014								
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PROPERTY NUMBERS Total: 8																			
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Patent Number:	7480419																		
CORRESPONDENCE DATA																			
Fax Number:	(408)974-5436																		
Email:	nhood@apple.com																		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																			
Correspondent Name:	Apple Inc.																		
Address Line 1:	1 Infinite Loop																		

CH \$320.00 7227586

Address Line 4: Cupertino, CALIFORNIA 95014

NAME OF SUBMITTER:

Jeffrey L. Myers, Reg. No. 44,252

Total Attachments: 23

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PATENT ASSIGNMENT DEED DATED JULY 15 2010

BETWEEN:

- (1) **UEA ENTERPRISES LIMITED** a company incorporated in England with company number 02626389 with registered office at The Registry, University of East Anglia, Norwich, NR4 7TJ, England ("**UEA Enterprises**"); and
- (2) **APPLE INC.** incorporated under the laws of California and whose principal place of business is at One Infinite Loop, Cupertino, California 95014 ("**Apple**").

WHEREAS:

- (A) UEA Enterprises is the proprietor or applicant for the Assigned Patents (as defined below).
- (B) Under the Patent and Know How Assignment and Development Pipeline Agreement UEA Enterprises agreed to assign the Assigned Patents to Apple.
- (C) UEA Enterprises now wishes to effect such assignment pursuant to this deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement (except as stated otherwise):

"Closing Date"	has the meaning given in the Share Purchase Agreement between Apple and the shareholders of Im-Sense Limited (company number 05692675) dated July 15, 2010;
"Patent and Know How Assignment and Development Pipeline Agreement"	means the document of that title between UEA Enterprises, Apple, Im-Sense and various other parties dated July 15, 2010.

1.2 In this agreement (except as stated otherwise):

- (a) headings and the table of contents are included for convenience only and do not affect the interpretation of this agreement;
- (b) a reference to a Section or a Schedule is a reference to the relevant Section of or schedule to this agreement;
- (c) the words "including" and "include" shall be construed only as illustration or emphasis and shall not be construed or take effect as limiting the generality of any earlier words; and

(d) the Schedules form part of this Agreement.

2. ASSIGNMENT

Pursuant to and for the consideration set out in the Patent and Know How Assignment and Development Pipeline Agreement, UEA Enterprises hereby assigns to Apple with full title guarantee free from all encumbrances all of its right, title and interest in the Patents together with all statutory rights and common law rights attaching thereto, including:

- (a) all rights of action and other remedies in respect of infringement or misuse of such rights whether the infringement or misuse occurs before, on or after the Closing Date;
- (b) the absolute entitlement to patents granted pursuant to applications comprised in the Patents, for the full term of such patents; and
- (c) the right to apply for, prosecute and obtain patent or similar protection anywhere in the world for any invention embodied by any of the applications comprised in the Patents, including the right to claim priority from such applications.

3. GENERAL

- 3.1 This agreement may be executed in any number of counterparts and when executed each counterpart shall be an original, and all the counterparts together shall constitute one and the same agreement.
- 3.2 Any variation of this agreement shall be valid only if it is in writing and signed by or on behalf of each party.
- 3.3 This agreement and any dispute (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales, without giving effect to conflicts of laws principles that would result in the application of the law of any other jurisdiction, Any party to this agreement may bring a cause of action at law or at equity in any court of competent jurisdiction in the State of California or the United Kingdom.

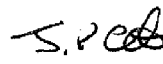
AS WITNESS this agreement has been executed and delivered as a deed on the date stated at the beginning of this agreement.

EXECUTED as a DEED by
UEA ENTERPRISES LIMITED


Name: BRIAN SUMMERS

Title: Director

in the presence of


Name: J. P. CARTER

Address: 80 COLLEGE ROAD, NORWICH, NORFOLK, NR2 3JL

Occupation: HEAD ENTERPRISE AND COMMERCIALISATION
UNIVERSITY OF EAST ANGLIA

EXECUTED as a DEED by
APPLE INC

Name:

Title: Authorised Signatory

in the presence of

Name:

Address:

Occupation:


AS WITNESS this agreement has been executed and delivered as a deed on the date stated at the beginning of this agreement.

EXECUTED as a DEED by
UEA ENTERPRISES LIMITED

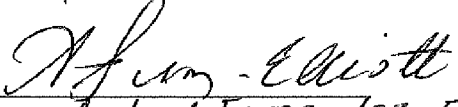
Name:
Title: Director
in the presence of

Name:
Address:
Occupation:

EXECUTED as a DEED by
APPLE INC.



Name: *Peter Lee Oppenheimer*
Title: Authorised Signatory
in the presence of



Name: *Audrey Fernandez-Elliott*
Address: *1 Infinite Loop, Cupertino, CA 95014 USA*
Occupation: *Paralegal*

[Signature Page to Patent and Know-How Assignment and Development Pipeline Agreement]

PATENT AND KNOW-HOW ASSIGNMENT AND DEVELOPMENT PIPELINE AGREEMENT

EXECUTED AS A DEED DATED 15 JULY 2010

BETWEEN:

- (1) **UEA ENTERPRISES LIMITED** a company incorporated in England with company number 02626389 with registered office at The Registry, University of East Anglia, Norwich, NR4 7TJ, England ("**UEA Enterprises**");
- (2) **UNIVERSITY OF EAST ANGLIA** a university established under Royal Charter with registered number RC000651 having its registered office at The Registry, University of East Anglia, Norwich, NR4 7TJ, England ("**UEA**");
- (3) **IM-SENSE LIMITED** a company incorporated in England with company number 05692675 with its principal place of business at St. John's Innovation Centre, Cowley Road, Cambridge, CB4 0WS, England ("**Im-Sense**");
- (4) **PROFESSOR GRAHAM FINLAYSON** of 8 The Street, Taverham, NR8 6TD, England ("**Finlayson**"); and
- (5) **APPLE INC.** incorporated under the laws of California and whose principal place of business is at One Infinite Loop, Cupertino, California 95014 ("**Apple**").

WHEREAS:

- (A) Im-Sense, UEA and UEA Enterprises entered into a Patent Licence and Option Agreement dated 18 May 2006 as amended by various agreements dated 22 October 2007, 28 November 2007, 11 June 2008, 2 February 2010 and 13 May 2010 (the "**Patent Licence and Option Agreement**");
- (B) Im-Sense, UEA and UEA Enterprises entered into an Assignment of Intellectual Property Rights dated 2 July 2008 (the "**Assignment of Intellectual Property Rights**");
- (C) Im-Sense, UEA, UEA Enterprises and Finlayson entered into a grant of additional know-how and future technology rights by way of letter dated 11 March 2008 and extended by way of letter dated 13 June 2008 (together the "**Know-How and Future Technology Letter**");
- (D) Im-Sense, UEA, UEA Enterprises and Finlayson now wish to surrender the options and rights granted under and terminate the above-mentioned agreements; and
- (E) UEA and UEA Enterprises now each wish to assign to Apple patents they each hold subject to options under the Patent Licence and Option Agreement and UEA now wishes to assign the know-how subject to option under the Know-How and Future Technology Letter.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement (except as stated otherwise):

- "Areas of Interest"** means the following areas of research at UEA's School of Computing Sciences: speech and music, colour, scale space, virtual humans and machine learning.
- "Assigned Know-How"** means Know-How relating to the Assigned Patents and the Recent Know-How;
- "Assigned Patents"** means the patents detailed in Part B of Schedule 1;
- "Claims"** means all claims by Apple under this agreement, including any Warranty Claim, but excluding claims for fraud, willful misrepresentation or intentional breach of this agreement;
- "Closing"** has the meaning given in the Share Purchase Agreement;
- "Closing Date"** has the meaning given in the Share Purchase Agreement;
- "Field"** means the following areas of digital image analysis, enhancement and correction that are applicable to Apple's business: high dynamic range, registration, blending and tone mapping; dynamic range compression, white balance; noise reduction; gamma adjustment; and display gamma rendering;
- "Finlayson Consultancy Agreement"** means the agreement entered into between Professor Finlayson and Apple effective from the Closing Date under which he will provide Apple with various consultancy services;
- "Im-Sense Know-How"** means Know-How relating to the Im-Sense Patents;
- "Im-Sense Patents"** means the patents detailed in Part A of Schedule 1;
- "Intellectual Property Rights"** means all:
- (a) intellectual property rights in technology, proprietary information and materials, including inventions (whether or not patentable or reduced to practice) and invention disclosures;
 - (b) domestic and foreign patents, applications for patents and reissues, divisions, divisionals, continuations, continuation-in-parts, renewals, extensions and re-examinations;
 - (c) trade secrets, and intellectual property rights in the following: confidential and proprietary information, Know-How, methodologies, processes, technical data, customer lists, customer contact information, and customer licensing and purchasing histories, manufacturing information, business plans, product roadmaps;

- (d) database rights and all intellectual property rights in the following: databases and data collections, computer programs, software (including all source code and object code), models, firmware, algorithms and implementations thereof, development tools, flow charts, programmers' annotations and notes, product user manuals, and other work product used to design, plan, organise, maintain, support or develop any of the foregoing, irrespective of the media on which it is recorded, product designs, reference designs and product specifications and documentation, mask works, integrated circuit topographies, works of authorship of any kind (whether or not published);
- (e) copyrights, copyright registrations and all applications therefor and renewals thereof (in such jurisdictions where copyright is registrable), and all other rights corresponding thereto throughout the world;
- (f) trademarks, trademark registrations, trademark applications, common law trademarks, trade dress and logos, service marks, trade names, business names, corporate names, product names and the goodwill associated with any of the foregoing;
- (g) Internet domain names and numbers; and
- (h) intellectual property rights in improvements, modifications, enhancements, revisions and releases relating to any of the foregoing made prior to the date of this agreement;

“Know-How”

means information in oral, visual or written form, including without limitation all code, inventions, algorithms, trade secrets and ideas and other business, technical and financial information;

“Open Source License”

means any license for computer software that requires source code to be made available under terms that allow for modification and redistribution without the consent of, or without having to make payment to, the original owner (e.g., the GNU GPL, LGPL, Mozilla Public License, or the Apache Software License);

“Recent Know-How”

means any Know-How developed by Finlayson and/or his students relating to the Field, including inventions described on Schedule 2.

“Share Purchase Agreement”

means the Share Purchase Agreement between the shareholders of Im-Sense and Apple dated July 15, 2010;

“Substantiated Claim”

means a Claim in respect of which liability is admitted by the party against whom such Claim is brought, or which has been adjudicated on by a court of competent

jurisdiction and no right of appeal lies in respect of such adjudication, or the parties are debarred by passage of time or otherwise from making an appeal;

"Warranties" means the warranties given in Section 6;

"Warranty Claim" means a Claim for breach of any of the Warranties.

1.2 In this agreement (except as stated otherwise):

- (a) a reference to a patent includes all domestic and foreign applications and granted patents or other similar forms of protection anywhere in the world claiming priority with or from such patents including utility model and design patents and certificates of invention and all divisionals, continuations, continuations-in part, reissues, renewals, extensions, re-examinations, additions, supplementary protection certificates or equivalent to any such patent applications and patents;
- (b) headings and the table of contents are included for convenience only and do not affect the interpretation of this agreement;
- (c) a reference to a Section or a Schedule is a reference to the relevant Section of or schedule to this agreement;
- (d) the words "including" and "include" shall be construed only as illustration or emphasis and shall not be construed or take effect as limiting the generality of any earlier words; and
- (e) the Schedules form part of this Agreement.

2. CONDITIONALITY

This agreement shall be conditional upon Closing having occurred and shall take effect on the Closing Date.

3. SURRENDER OF RIGHTS UNDER AND TERMINATION OF PRIOR AGREEMENTS

Im-Sense, UEA and UEA Enterprises and Finlayson hereby:

- (a) surrender all outstanding options and licences granted under;
- (b) waive any other rights subsisting under; and
- (c) terminate by agreement,

the Patent Licence and Option Agreement, the Assignment of Intellectual Property Rights; and the Know-How and Future Technology Letter.

4. ASSIGNMENT OF PATENTS AND KNOW-HOW

4.1 UEA Enterprises hereby agrees to assign to Apple with full title guarantee free from all encumbrances all of its right, title and interest in the Assigned Patents as of the Closing Date together with all statutory rights and common law rights attaching thereto, including:

- (a) all rights of action and other remedies in respect of infringement or misuse of such rights whether the infringement or misuse occurs before, on or after the Closing Date;
- (b) the absolute entitlement to patents granted pursuant to applications comprised in the Assigned Patents, for the full term of such patents; and
- (c) the right to apply for, prosecute and obtain patent or similar protection anywhere in the world for any invention embodied by any of the applications comprised in the Assigned Patents, including the right to claim priority from such applications.

4.2 UEA Enterprises authorizes the Commissioner of Patents and Trademarks of the United States of America, and the empowered officials of all other governments, to issue or transfer all Assigned Patents to Apple, as assignee thereof, or otherwise as Apple may direct.

4.3 UEA Enterprises hereby assigns to Apple with full title guarantee free from all encumbrances all of its right, title and interest in the Assigned Know-How and Recent Know-How existing as of the Closing Date together with all statutory rights and common law rights attaching thereto.

4.4 On Closing, in order to perfect Apple's patent rights, UEA Enterprises shall deliver to Apple a fully executed copy of the agreed form patent assignment attached hereto as Schedule 3 for each of the Assigned Patents.

5. PAYMENT

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

6. WARRANTIES

6.1 UEA Enterprises and UEA each hereby severally but not jointly warrant, represent and covenant to Apple and its assignees that:

- (a) it has the requisite power and authority to execute and deliver this agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- (b) entering into this agreement and performing its obligations hereunder does not conflict with, infringe or breach as far as it is aware the terms of any other agreement, obligation or right of a third party, and it has not entered and shall not enter into any agreement that would materially impair or conflict with its obligations hereunder;
- (c) neither UEA or UEA Enterprises nor their counsel:

- (i) failed to disclose any material, non-cumulative prior art references to the United States Patent and Trademark Office or any European or other foreign patent offices (each, a "Patent Office") requiring such disclosure in connection with the prosecution of any Assigned Patents;
 - (ii) made any material misstatements or misrepresentations to a Patent Office in connection with the prosecution of any of the Assigned Patents; or
 - (iii) engaged in any act or omission inconsistent with the duty of candor to a Patent Office;
- (d) to its knowledge, none of the Assigned Patents is subject to any express or implied licensing obligations of a standards body or patent pool;
- (e) to its knowledge, it has not contributed computer code patented in the Assigned Patents or the Assigned Know-How to an open source computer program or otherwise made any contributed computer code patented in the Assigned Patents or the Assigned Know-How subject to the obligations of an Open Source License; and
- (f) As far as UEA and UEA Enterprises are aware, having made all reasonable enquiries, the inventions described in the Assigned Patents were made solely by the inventor(s) named in the respective Assigned Patents, without misappropriation of any trade secrets, confidential information, or other rights of any other person, and no other party has any rights with respect to any such inventions or to the Assigned Patents.

6.2 UEA Enterprises hereby warrants, represents and covenants to Apple and its assignees that:

- (a) it has the full right and power to assign all Assigned Know-How as set forth above; and
- (b) it has taken reasonable steps to protect the confidentiality of, and maintain its rights in, the Assigned Know-How and any disclosures of any Assigned Know How have been made pursuant to a written agreement that provides reasonable protection for such Assigned Know How.

6.3 UEA Enterprises hereby warrants, represents and covenants to Apple and its assignees that:

- (a) it is the sole legal and beneficial owner of and has good and marketable title to the Assigned Patents, including without limitation all right title and interest to sue for infringement of the Assigned Patents; and
- (b) it has the full right and power to assign all Assigned Patents and the underlying inventions as set forth above.

6.4 UEA, UEA Enterprises and Finlayson each hereby warrant, represent and covenant to Apple and its assignees that (to his knowledge in the case of Finlayson):

- (a) except as set forth on Schedule 4, they have not granted licenses under the Assigned Patents or the Assigned Know-How;
- (b) no permissions are required from any governmental authority or third party for the assignment to Apple of the Assigned Patents or Assigned Know-How;

- (c) none of the Assigned Patents nor the Assigned Know-How is subject to any license, covenant not to sue, liens, claims, mortgages, security interests or other encumbrances, or other restrictions and there is no reason why this agreement could be set aside, varied or amended in any way or by any person;
- (d) they are not aware of, with respect to any of the Assigned Patents, any prior art that must be disclosed to any governmental office in which a given patent application has been filed (based on relevant disclosure obligations), and UEA Enterprises has searched for and delivered on or before the Closing Date copies of all documents in their possession, reasonably requested by Apple prior to the Closing Date (if any such documents have been requested) relating to ownership, filing, prosecution, infringement, validity, or enforceability of the Assigned Patents;
- (e) there are no actions, suits, investigations, claims or proceedings in progress relating to the Assigned Patents or the Assigned Know-How and, so far as they are aware, no such actions threatened or pending;
- (f) all patent applications for the Assigned Patents were or have been duly maintained in accordance with the requirements of the applicable Patent Office;
- (g) all maintenance fees, annuities and other payments owed to a Patent Office in connection with the Assigned Patents have been timely paid and are current as of the Closing Date;
- (h) there has been no previous sale, transfer, assignment or other grant of rights under the Assigned Patent or the Assigned Know-How, or any other agreement by them that affects, in any manner, title to, or Apple's enjoyment of, the Assigned Patents or the Assigned Know-How, or the underlying inventions of either of the foregoing, including, but not limited to, an assignment of full or partial rights in or to one or more of the Assigned Patents, a license to one or more of the Assigned Patents, or a right or option to obtain a license;
- (i) none of the Assigned Patents has been specifically asserted against any third party, in a licensing or other context, in a manner in which the third party:
 - (i) has been accused of infringing one or more of the Assigned Patents; or
 - (ii) has standing to bring a declaratory judgment action;
- (j) none of the Assigned Patents has been, or is, the subject of any threatened, pending or past litigation, reexamination, reissue or interference proceeding, or other inter partes legal proceeding before any tribunal of competent jurisdiction;
- (k) there is no pending or, to their knowledge, threatened claim that the practice of the inventions described in the Assigned Patents infringes any patents or patent applications of any third party and;
- (l) no patent claim in the Assigned Patents has been found to be invalid or unenforceable, in whole or in part, for any reason, in any administrative, arbitration, or judicial proceeding before a tribunal of competent jurisdiction, and it has not received notice from any third party threatening the filing of any such proceeding.

6.5 Finlayson warrants, represents and covenants to Apple and its assignees that he has not:

- (a) failed to disclose any material, non-cumulative prior art references to any Patent Office requiring such disclosure in connection with the prosecution of any Assigned Patents;
- (b) made any material misstatements or misrepresentations to a Patent Office in connection with the prosecution of any of the Assigned Patents; or
- (c) engaged in any act or omission inconsistent with the duty of candor to a Patent Office.

7. NON-COMMERCIAL USE BY UEA

7.1 Apple grants UEA a royalty-free, worldwide, non-exclusive licence to the following (the "Licensed Materials"):

- (a) use or undertake those activities restricted by the Assigned Patents and Im-Sense Patents; and
- (b) use the Assigned Know-How and Im-Sense Know-How,

in each case solely for the purpose of non-commercial scientific research and teaching, whether alone or in collaboration with a non-commercial third party and whether sponsored or funded, in whole or in part, by any non-commercial third party, subject to Section 7.2 below ("Research").

The limited license granted pursuant to this Section 7.1 shall include the right to publish research results related to the Licensed Materials in connection with the publication by a student of a thesis or dissertation or by a teacher or student of UEA in an academic publication subject to the terms and conditions of Section 7.4 below, but will not include any other publication rights by any person.

■ [REDACTED]

■ [REDACTED]

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12. FURTHER ASSURANCE AND POWER OF ATTORNEY

12.1 UEA, UEA Enterprises and Finlayson shall do or procure to be done at Apple's cost all further acts and things and execute or procure the execution of all other documents as Apple may from time to time require for the purpose of giving Apple the full benefit of this agreement, including the execution of any Patent Office forms required to effect assignment of patents under this agreement or execution of additional assignments as Apple may request (which shall include the assignment of any rights that any of them may retain in any of the Intellectual Property Rights covered by this agreement).

13. INVALIDITY

13.1 If any provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair:

- (a) the other provisions of this agreement which shall remain in full force and effect; or
- (b) the validity or enforceability under the law of any other jurisdiction of that or any other provision of this agreement.

13.2 If any provision of this agreement is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision shall apply with such modification as may be necessary to make it valid and enforceable.

14. NOTICES

14.1 Any notice or other communication given under this agreement shall be in writing in English and may be served by delivering it personally or sending it by first class pre-paid recorded delivery, registered post (or registered airmail in the case of an address for service outside the United Kingdom) or fax to the address and marked for the attention of the relevant party set out in Section 14.3.

14.2 A notice sent pursuant to Section 14.1 shall be deemed to be received:

- (a) if delivered personally by hand, at the time of delivery;
- (b) if sent by first class pre-paid recorded delivery or registered post, on the second day after and excluding the date of posting;
- (c) in the case of registered airmail, on the fifth day after and excluding the date of posting; and
- (d) in the case of fax, at the time of successful completion of the transmission.

14.3 The addresses and fax numbers of the parties for the purposes of Section 14.1 are:

UEA

Address: Research Enterprise and Engagement Office
The Registry
University of East Anglia
Norwich
NR4 7TJ
UK

For the attention of: Dr Jon Carter, Head of Enterprise and Commercialisation

Fax number: +44 (0) 1603 591550

UEA Enterprises

Address: Research Enterprise and Engagement Office
The Registry
University of East Anglia
Norwich
NR4 7TJ
UK

For the attention of: Dr Jon Carter, Head of Enterprise and Commercialisation

Fax number: +44 (0) 1603 591550

Im-Sense

Address: St. John's Innovation Centre
Cowley Road
Cambridge
CB4 0WS
England

For the attention of: Chief Financial Officer

Fax number:

Professor Finlayson

Address: 8 The Street, Taverham
Norwich NR8 6TD

For the attention of: Professor Graham Finlayson

Apple

Address: Apple Inc.
Office of the Chief Financial Officer
1 Infinite Loop, MS 301-CFO
Cupertino, California 95014

For the attention of: Chief Financial Officer

Fax number: 1-408-974-2023

With copies to:

Address: Apple Inc.
Office of the General Counsel
1 Infinite Loop, MS 301-4GC
Cupertino, California 95014

For the attention of: General Counsel

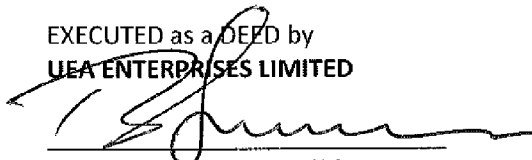
Fax number: 1-408-974-8530

15. GENERAL

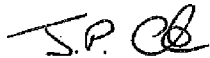
- 15.1 This agreement may be executed in any number of counterparts and when executed each counterpart shall be an original, and all the counterparts together shall constitute one and the same agreement.
- 15.2 Any variation of this agreement shall be valid only if it is in writing and signed by or on behalf of each party.
- 15.3 Except as stated expressly otherwise in this agreement, a person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 15.4 This agreement and any dispute (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales, without giving effect to conflicts of laws principles that would result in the application of the law of any other jurisdiction, Any party to this agreement may bring a cause of action at law or at equity in any court of competent jurisdiction in the State of California or the United Kingdom.

AS WITNESS this agreement has been executed and delivered as a deed on the date stated at the beginning of this agreement.

EXECUTED as a DEED by
UEA ENTERPRISES LIMITED

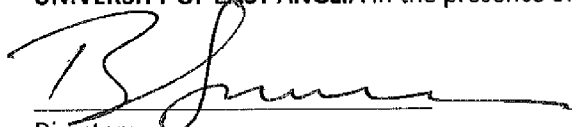


Name: BRIAN SUMMERS
Title: Director
in the presence of



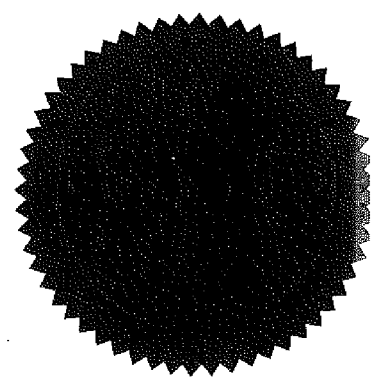
Name: J. P. CARTER
Address: 80 COLLEGE ROAD, NORWICH, NORFOLK, NR2 3SL
Occupation: HEAD ENTERPRISE AND COMMERCIALISATION
UNIVERSITY OF EAST ANGLIA

EXECUTED as a DEED by affixing the common seal of
UNIVERSITY OF EAST ANGLIA in the presence of:

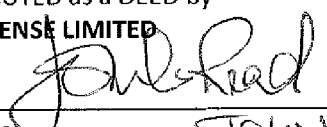


Director

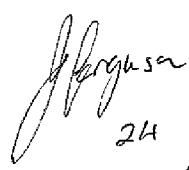
Director or Secretary



EXECUTED as a DEED by
IM-SENSE LIMITED




Name: JOHN READ
Title: Director
in the presence of

 SOLICITOR
24 HILLS ROAD
CAMBRIDGE

Name:
Address:
Occupation:

EXECUTED as a DEED by
GRAHAM FINLAYSON


in the presence of



Name: **J.P. CARTER**
Address: **80 COLLEGE ROAD NORWICH NR2 3JL**
Occupation: **UNIVERSITY ADMINISTRATION**

EXECUTED as a DEED by
APPLE INC

Name:
Title: **Authorised Signatory**
in the presence of


Name:
Address:
Occupation:

EXECUTED as a DEED by
GRAHAM FINLAYSON

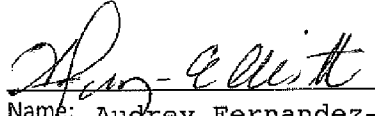
in the presence of

Name:
Address:
Occupation:

EXECUTED as a DEED by
APPLE INC



Name: Peter Lee Oppenheimer
Title: Authorised Signatory
in the presence of



Name: Audrey Fernandez-Elliott
Address: 1 Infinite Loop, Cupertino, CA 95014 USA
Occupation: Paralegal

[Signature Page to Patent Know-How Assignment and Development Pipeline Agreement]

SCHEDULE 1

Part A – Im-Sense Patents (owned by Im-Sense)			
Name	Number	Country	Filing Date*
Histogram Equalisation 9115 (UEA Ref)	0210198.7	UK	3rd May 2002
	GB2003/001948	PCT	
	03722835.0	EU	
Signal Enhancement (Image Signal Processing) 9116 (UEA Ref)	10/513588	US	29th Nov 2002
	GB2003/005177	PCT	
	03778541.7	EU (UK, DE, FR)	
	2003/80103740.8	China	
	2004-556489	Japan	
	10/536703	US	
Part B – Assigned Patents			
Name	Number	Country	Filing Date*
Colour Images / Colour Signal Processing 9106 (UEA Ref)	PCT/GB01/00095	PCT	12th Jan 2000
	01900504.0	EU (UK, DE, FR)	
	2001/552650	Japan	
Colour Camera / Image Recording Process 9109 (UEA Ref)	10/181089	US	25th June 1998
	PCT/GB99/01997	PCT	
	09720572	US	
Intrinsic Images by Entropy Minimization 9129 (UEA Ref)	2336038	Canada	20th April 2005
	11/110,518	US	
Illuminant Estimation 9145 (UEA Ref)	06726616.3	EU	1st April 2005
	2008/503599	Japan	
	11/910198	US	
Detecting Illumination 9177 (UEA Ref)	GB2007/004247	PCT	8th Nov 2006
	0909767.6	UK	
	2009/535795	Japan	
	12/514079	US	
Bright Chromagen Algorithm 9178 (UEA Ref)	PCT/GB2007/004248	PCT	8th Nov 2006
	0909847.6	UK	
	12/514093	US	
*Filing Date is Priority Date			