

Dated *14 January* 2011

BERU F1 SYSTEMS LIMITED

ROLLS ROYCE PLC

**ASSIGNMENT AND LICENCE OF
TECHNOLOGY**

ADDLESHAW GODDARD

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Applications means the patent applications short particulars of which are set out in part 2 of schedule 1

Intellectual Property Rights means, patents, registered designs, copyright, design rights, semiconductor topography rights, database rights, petty patents, patent designs, utility models, rights in confidential information, rights in Know-how, rights in trade secrets subsisting at any time in any part of the world and all similar rights subsisting at any time in any part of the world (including without limitation those subsisting at any time in any part of the world in inventions, designs, drawings, computer programs, semiconductor topographies), in each case whether registered or unregistered and including applications for and rights to apply for protection of the same and any renewals, extensions, continuations re-issues or divisions thereof in any part of the world

Invention(s) means any invention(s) claimed in any of the Patents or Applications and/or any invention(s) (whether patentable or not) described in or forming part of the Assigned Know-how

Know-how means any methods, techniques, processes, discoveries, inventions (whether patentable or not), specifications, formulae, designs, plans, component designs, manufacturing processes, databases, works of authorship, computer programs, designs, drawings, blueprints and reports, and other technical information including all test data, test results, results of analyses

Patents means the patents short particulars of which are set out in part 1 of schedule 1

This Deed of Agreement is made on

14 January

2011

Between

- (1) Baru F1 Systems Limited (No. 2902036) whose registered office is at Technical Centre, Owen Road, Diss, Norfolk IP22 4ER (Assignor), and
- (2) Rolls Royce plc (No. 1003142) whose registered office is at 65 Buckingham Gate, London SW1E 6AT (Assignee).

Whereas

- (A) The Assignor is the registered proprietor of the Patents (as defined below) and is the applicant for the Applications (as defined below).
- (B) The Assignor has agreed to assign the Patents, the Applications and all Intellectual Property Rights in any of the Inventions and/or Assigned Know-how (each as defined below) to the Assignee upon the terms and for the consideration set out in this Agreement.

3 Assignment

3.1 In consideration of the sum of _____ paid by the Assignee to the Assignor on the Effective Date (receipt of which the Assignor hereby acknowledges) the Assignor with full title guarantee hereby assigns to the Assignee (free from all liens, charges and encumbrances) absolutely:

- (a) all right, title and interest in and to the Patents and all rights, powers, privileges and immunities conferred on their proprietor;
- (b) all right, title and interest in and to the Applications and all rights, powers, privileges and immunities arising or accruing in relation to them to the intent that the grant of any patents pursuant to the Applications shall be in the name of and shall vest in the Assignee;
- (c) in respect of any and each of the Applications:
 - (i) the right to claim priority from and to prosecute and obtain any grant of patent; and
 - (ii) the right to file divisional applications based thereon and to prosecute and obtain any grant of patent on each and any such divisional application;
- (d) In respect of each and any invention described in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain any grant of patent or similar protection in or in respect of any country or territory in the world;
- (e) the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, each and any of the Applications and each and any of the applications filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world each and any of the patents or like protection granted on any of the Applications or any of such applications filed as aforesaid;
- (f) the absolute entitlement to any patents granted pursuant to any of the Applications or any of the applications filed as aforesaid;
- (g) all right, title and interest in and to all Intellectual Property Rights in any of the inventions and/or Assigned Know-how; and
- (h) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Patents or any patents granted on any of the Applications or any of the applications filed as aforesaid or any

of the Intellectual Property Rights referred to in clause 3.1(g), whether occurring before on or after the date of this assignment.

Schedule 1

Patents & Applications

Part 1 - The Patents

Family	Country	Short title	Country Name	Application No	Application Date	Publication Number	Status	Official Title
P10625	Dee	WIC	Germany [EP]	60 2007 008 522.5	17 January 2007	EP1974359	Granted	A Wiring Component
P10625	EPw	WIC	European [PCT]	07700395.2	17 January 2007	EP1974359	Granted	A Wiring Component
P10625	ESe	WIC	Spain [EP]	07700395.2	17 January 2007	EP1974359	Granted	A Wiring Component
P10625	FRe	WIC	France [EP]	07700395.2	17 January 2007	EP1974359	Granted	A Wiring Component
P10625	GBe	WIC	United Kingdom [EP]	07700395.2	17 January 2007	EP1974359	Granted	A Wiring Component
P10625	GBw	WIC	UK [PCT]	0706882.3	17 January 2007	GB2438239	Granted	A Wiring Component
P10625	GBw 2	WIC	UK [PCT]	0722064.3	17 January 2007	GB2440698	Granted	A Wiring Component
P10625	ITe	WIC	Italy [EP]	73252/BE/2010	17 January 2007	EP1974359	Granted	A Wiring Component
P10625	USw	WIC	US [PCT]	11/752,836	17 January 2007	US7745730	Granted	A Wiring Component
P11042	GB	Flexi-board WIC	United Kingdom	0805674.9	28 March 2008	GB2461017	Granted	A Connector and Electrical Tracks Assembly

Part 2 - The Applications

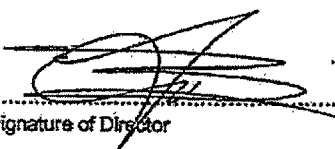
Family	Country	Short title	Country Name	Application No	Application Date	Publication Number	Status	Official Title
P10625	CAW	WIC	Canada [PCT]	2638037	17 January 2007	W/O/2007/083102	Pending	A Wiring Component
P10825	CNW	WIC	China [PCT]	2007/80002299.2	17 January 2007	CN101371318	Pending	A Wiring Component
P10625	EPw 2	WIC	European [PCT] - Divisional	10167452.1	17 January 2009	EP2226843	Pending	A Wiring Component
P10625	GB	WIC	United Kingdom	0600878.3	17 January 2006	W/O/2007/083102	Replaced (now lapsed)	A Wiring Component
P10825	INw	WIC	India [PCT]	5806/DEL/NP/2008	17 January 2007	W/O/2007/083102	Pending	A Wiring Component
P10625	USw 2	WIC	US [PCT] - Divisional	12/780,180	17 January 2007	W/O/2007/083102	Pending	A Wiring Component
P10625	WO	WIC	P.C.T.	PCT/GB2007/000126	17 January 2007	W/O/2007/083102	Nationalised (nationalisation deadline expired)	A Wiring Component
Family	Country	Short title	Country Name	Application No	Application Date	Publication Number	Status	Official Title
P11042	CAw	Flexi-board WIC	Canada [PCT]	2,717,783	26 March 2009	CA2717783	Pending	A Connector and Electrical Tracks Assembly
P11042	CNW	Flexi-board WIC	China [PCT]	200980110383.5	26 March 2009	W/O/2009/118561	Pending	A Connector and Electrical Tracks Assembly
P11042	EPw	Flexi-board WIC	European [PCT]	09/24012.1	26 March 2009	W/O/2009/118561	Pending	A Connector and Electrical Tracks Assembly
P11042	INw	Flexi-board WIC	India [PCT]	6352/DEL/NP/2010	26 March 2009	W/O/2009/118561	Pending	A Connector and Electrical Tracks Assembly
P11042	JPw	Flexi-board WIC	Japan [PCT]	AWAIED	26 March 2009	W/O/2009/118561	Pending	A Connector and Electrical Tracks Assembly
P11042	KRW	Flexi-board WIC	Korea (South) [PCT]	10-2010-7021417	26 March 2009	W/O/2009/118561	Pending	A Connector and Electrical Tracks Assembly
P11042	RUw	Flexi-board WIC	Russia [PCT]	2010144076	26 March 2009	W/O/2009/118561	Pending	A Connector and Electrical Tracks Assembly

P11042	USw	Flex-board W/C	US [PCT]	12/922,669	26 March 2009	W/O/2009/118561	Pending (nationalisation deadline expired)	A Connector and Electrical Tracks Assembly
P11042	WO	Flex-board W/C	P.C.T.	PCT/GB2009/050292	26 March 2009	W/O/2009/118561		A Connector and Electrical Tracks Assembly

PATENT

REEL: 028332 FRAME: 0421

Executed as a deed by Beru F1 Systems Limited
acting by John Bailey a director, in the presence
of:


Signature of Director


Signature of witness

Name NICK CRISP

Address Mills & Bone, Norwich

Position Solator

Signed as a deed by Richard North as attorney
for Rolls Royce plc, in the presence of:

Signature of Attorney as attorney for the
Assignee

Signature of witness

Name

Address

Position

Executed as a deed by Beru F1 Systems Limited
acting by John Bailey a director, in the presence
of:

Signature of Director

Signature of witness

Name

Address

Position

Signed as a deed by Richard North as attorney
for Rolls Royce plc, in the presence of:

Signature of Attorney as attorney for the
Assignee

Signature of witness

Name

Address

Position

DAVID HARVEY

SUB-38, OED BUILDING, VICTORY RD, DERBY

IP CONTROL & LICENSING MANAGER,
ROLLS-ROYCE PLC.