

PATENT ASSIGNMENT

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 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EKKYO COMPANY	06/13/2012
RECEIVING PARTY DATA	
Name:	VIVATECH COMPANY
Street Address:	8 rue Christophe
City:	Colomb, Paris
State/Country:	FRANCE
Postal Code:	75008
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12087434
Application Number:	12227882
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	44422-502N01US
NAME OF SUBMITTER:	Brian P. Hopkins
Total Attachments: 4 source=44422-502N01US_Recordation_Assignment#page1.tif source=44422-502N01US_Recordation_Assignment#page2.tif source=44422-502N01US_Recordation_Assignment#page3.tif source=44422-502N01US_Recordation_Assignment#page4.tif	

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RECORDATION FORM COVER SHEET
PATENTS ONLY

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): EKKYO COMPANY
 Execution Date: June 13, 2012
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies): VIVATECH COMPANY
 8 rue Christophe
 Colomb 75008 Paris, France
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

4. Application number(s) or patent number(s):
 If this document is being filed together with a new application, the execution date of the application is _____

A. Patent Application No(s): 12/087,434
 12/227,882
 B. Patent No(s):
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence Concerning document should be mailed:
 Name: Brian P. Hopkins, Reg. No. 42,669
 Address: MINTZ, LEVIN, COHN, FERRIS GLOVSKY and POPEO, P.C.
 666 Third Avenue, 24th Floor
 New York, New York 10017
 Telephone: (212) 935-3000
 Telefax: (212) 983-3115
 Customer No. 35437


6. Total number of applications and patents involved: [2]

7. Total fee (37 CFR 3.41) \$80.00
 Charge to Deposit Account 50-0311
 The Commissioner is authorized to charge Deposit Account No: 50-0311, Reference No. 44422-502N01US for any deficiencies.

DO NOT USE THIS SPACE

9. Statement and signature
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian P. Hopkins
 Name of Person Signing


 Signature

September 25, 2012
 Date

Total number of pages including cover sheet(4)

Mail documents to be recorded with required cover sheet information to:

MAIL STOP ASSIGNMENT RECORDATION SERVICES
Director of the United States Patent and Trademark Office
P. O. Box 1450; Alexandria, VA 223131450

CONTRAT DE CESSION

DEED OF ASSIGNMENT

ENTRE LES SOUSSIGNEES

BETWEEN THE UNDERSIGNED

La société **EKKYO**, anciennement dénommée HEATWAVE TECHNOLOGY, société anonyme à conseil d'administration de droit français immatriculée au Registre du Commerce et des Sociétés d'Aix-en-Provence sous le numéro B 490 621 638, dont le siège social est situé à 730 rue René Descartes - 13100 Aix-en-Provence - France, représentée par Maître Dominique RAFONI, agissant en qualité de liquidateur judiciaire de la société EKKYO par jugement du Tribunal de commerce d'Aix en Provence du 28 juillet 2011

EKKYO company, formerly named HEATWAVE TECHNOLOGY, a public limited liability company governed by French law, registered in the Aix-en-Provence Trade and Companies Register under number B 490 621 638, whose head office is situated in 730 rue René Descartes - 13100 Aix-en-Provence - FRANCE, represented by Dominique RAFONI acting as administrator of bankruptcy of EKKYO company by judgment of the Tribunal de commerce of Aix-en-Provence of 28 July 2011

Ci-après dénommée le "**CEDANT** "

Hereinafter referred to as the "**ASSIGNOR**"

D'une part,

On the one hand,

Et,

And,

La société **VIVATECH**, société par actions simplifiée de droit français immatriculée au Registre du Commerce et des Sociétés de Paris sous le numéro B 512 278 284, dont le siège social est situé à 8 rue Christophe Colomb - 75008 Paris - France, représentée par Monsieur Tristan LE LOUS, agissant en qualité de Président en exercice

VIVATECH company, a simplified joint stock company under French law, registered in the Paris Trade and Companies Register under number B 512 278 284, whose head office is situated at 8 rue Christophe Colomb - 75008 Paris - FRANCE, represented by Mr Tristan LE LOUS as Chairman

Ci-après dénommée le « **CESSIONNAIRE** »

Hereinafter referred to as the "**ASSIGNEE**"

D'autre part,

On the other hand,

ATTENDU QUE :

WHEREAS :

Le CEDANT est titulaire et propriétaire des demandes de brevets, des brevets et de leurs demandes régulièrement issues indiqués en annexe 1 (ci-après dénommés les BREVETS).

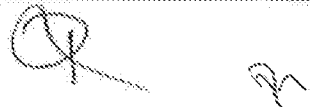
The ASSIGNOR is the holder and the owner of Patent applications, Patents mentioned in exhibit 1 and the regular applications issued (hereinafter referred to as the PATENTS).

Le CEDANT souhaite céder les BREVETS au CESSIONNAIRE. Le CESSIONNAIRE s'intéresse aux BREVETS et souhaite en acquérir l'entière propriété.

The ASSIGNOR wish to assign the PATENTS to the ASSIGNEE. The ASSIGNEE is interested by the PATENTS and would like to acquire the entire right, title and interest in and to such PATENTS.

EN CONSEQUENCE DE QUOI IL A ETE CONVENU CE QUI SUIT :

NOW THEREFORE, IT HAS BEEN AGREED AS FOLLOWS :

 1

ARTICLE 1

Par les présentes, le CEDANT cède et transfère au CESSIONNAIRE qui accepte, la pleine et entière propriété des BREVETS, de toute extension, brevet, demande de brevet en découlant notamment les divisions, continuations, continuations en partie ainsi que les droits de poursuite en contrefaçon pour des faits antérieurs à la présente cession.

ARTICLE 2

En conséquence de la cession des BREVETS, le CESSIONNAIRE pourra exploiter et disposer des BREVETS. Le CESSIONNAIRE pourra notamment concéder des licences d'exploitation des BREVETS ou céder ses droits sur les BREVETS.

Le CESSIONNAIRE pourra engager ou continuer à son nom toute action basée sur les BREVETS et les brevets qui feront suite, notamment en contrefaçon ou en réparation du préjudice subi, même pour les faits antérieurs à la présente cession.

ARTICLE 3

Le CESSIONNAIRE procédera, à l'inscription de la présente cession sur tout registre des brevets et effectuera les formalités nécessaires à cette fin.

Fait à Paris le 3 Juin 2002
(en 8 exemplaires originaux)

Le CEDANT

Le CESSIONNAIRE

ARTICLE 1

Hereby, the ASSIGNOR assigns and transfers to the ASSIGNEE the entire right, title and interest in the PATENTS and any reissues and extensions thereof, any divisional, continuation-in-whole or continuation-in-part thereof, together with the rights to file a claim for any infringement prior to this assignment.

ARTICLE 2

Consequently to the assignment of the PATENTS, the ASSIGNEE will have full ability to exploit and dispose of the PATENTS. In particular, the ASSIGNEE will have the right to grant licenses of the PATENTS or the right to assign its rights on the PATENTS.

The ASSIGNEE will have the ability to start or to proceed in its name with any action on the PATENTS and patents derived therefrom, more particularly in infringement cases and the seeking of compensation for damages suffered even for the infringement prior to this assignment.

ARTICLE 3

The ASSIGNEE shall record this assignment on any patent register and to take all necessary formalities to that end.

In Paris on 11 June, 2002
(in eight original copies)

The ASSIGNOR

The ASSIGNEE

EXHIBIT 1

Famille de brevets / Patent family	Pays / Country	Date de dépôt / Filing date	N° de dépôt / Filing number	N° de publication / Publication number
Famille 1 :	France	09/01/2006	FR06/00160	FR2895900
	PCT	06/11/2006	PCT/FR2006/002462	WO2007/080239
	Europe	06/11/2006	EP06831064.8	EP1971270
	Etats-Unis / United States	06/11/2006	12/087,434	US20090062718
Famille 2 :	France	29/05/2006	FR06/51942	FR2901466
	PCT	24/05/2007	PCT/FR2007/051321	WO2007/138217
	Etats-Unis / United States	24/05/2007	12/227,882	US20100004682
Famille 3	France	29/01/2007	FR07/52934	FR2911774
	PCT	29/01/2008	PCT/FR2008/000102	WO2008/107563
	Europe	29/01/2008	EP08761812.0	EP2124793
	Etats-Unis / United States	29/01/2008	12/522,970	US20100063489
	Chine / China	29/01/2008	CN2008003338.5	CN101652108
	Brésil / Brazil	29/01/2008	2008BR-0006309	BRPI0806309-5
Famille 4	France	03/12/2007	FR07/59521	FR2924327
	PCT	03/12/2008	PCT/EP2008/066729	WO2009/071592
	Europe	03/12/2008	EP08856891.0	EP2237731
	Etats-Unis / United States	03/12/2008	12/745,020	US20100305554
Famille 5	France	13/11/2008	FR08/57705	FR2938179
	Etats-Unis / United States	13/11/2008	12/270,237	US20090143773
Famille 6	France	29/12/2009	FR09/06375	FR2954690
	PCT	29/12/2010	PCT/IB2010/003358	WO2011/080574