## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Chung Ho LAM	06/13/2013

## **RECEIVING PARTY DATA**

Name:	APS Ltd.  : Unit B, 22nd Floor, Richwealth Industrial Building, Nos. 77-87 Wang Lung Street	
Street Address:		
City:	Tsuen Wan, New Territories	
State/Country: HONG KONG		

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13612899

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	5294/1	
NAME OF SUBMITTER:	Mark M. Friedman	
Signature:	/MMF/	
Date:	08/27/2013	

**Total Attachments: 8** 

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Dated 13 day of June 2013

LAM CHUNG HO (林仲泰)

and

APS Ltd

**DEED OF ASSIGNMENT** re Intellectual Property Rights

Szeto Virginia & Co
Unit 903-4, 9th Floor
Yip Fung Building
Nos. 2 – 18 D'Aguilar Street
Central, Hong Kong
Tel: 2581 9227 Fax: 2581 9220

Ref: SWL/579/002

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THIS DEED OF ASSIGNMENT is made the 13 day of June 2013

#### BETWEEN:

- LAM CHUNG HO (林仲數) (Holder of Hong Kong Identity Card No. E182206(7)) of **(I)** Flat D, 2nd Floor, Block 6, Fanling Town Centre, No. 18 Fanling Station Road, Fanling, New Territories, Hong Kong (the "Assignor"); and
- APS Ltd a company incorporated in Hong Kong with limited liability whose office is (H)situate at Unit B, 22nd Floor, Richwealth Industrial Building, Nos. 77 - 87 Wang Lung Street, Tsuen Wan, New Territories, Hong Kong (the "Assignee").

#### WHEREAS:

- The Assignee is engaged in the business of design, manufacture and supply of Real (A)Action Game equipment.
- The Assignor had been under the employment of the Assignee as a [Manufacture (B) Consultant] since 1 September 2008 until 31 May 2013 (the "Employment").
- In or about 31 May 2013 during the Employment and under the instructions and at (C) the expense (including technical support) of the Assignee, the Assignor had designed the Compressed Gas Pellets (as attached to Schedule 1) (the "Pellets") which were [developed, manufactured and traded] by the Assignee and/or its group of companies.
- The Assignee had made an application no. 12102140.1 for a Short-Term Patent for the (D) Pellets at the Patents Registry of the Hong Kong Intellectual Property Department under the name of the Assignor and was granted such Short-Term Patent no. HK1161810 as from 1 March 2012 (as attached to Schedule 2).
- The Assignee had also made various patent applications for the Pellets in various (E) countries including but not limited to the United States of America and the Europe.
- (E) The Assignor and the Assignee acknowledge and agree that all the right, title and interest in the Pellets are legally and beneficially owned the Assignor by way of the Employment.
- (F) However, for the avoidance of doubt, the Assignee confirms in writing the assignment of all his right, title and interest in the Pellets to the Assignor in accordance with the provisions of this Deed.

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#### NOW IT IS HEREBY AGREED as follows:

### L Definitions

- 1.1 The recitals as stated herein are true and accurate and are adopted as part of this Deed.
- 1.2 In this Deed (including the Schedules), the words and expressions set out below shall have the meanings attributed to them below unless the context otherwise requires:

"HKS"

means Hong Kong dollars, the lawful currency of

Hong Kong; and

"Hong Kong"

means the Hong Kong Special Administrative Region

of the People's Republic of China.

- 1.3 The headings in this Deed are inserted for convenience only and shall not affect its interpretation.
- 1.4 References in this Deed to Clause are to a clause of this Deed.
- 1.5 References in this Deed to any Schedules are to a schedules to this Deed, and the Schedules shall form part of and shall be deemed to be incorporated in this Deed.
- 1.6 Where the context so requires, references in this Deed to the singular include references to the plural and vice versa and references to the masculine gender include the feminine gender.

#### 2, Assignment

- 2.1 In consideration of HK\$10.00, the Assignor hereby assigns to the Assignee absolutely all his right, title and interest in the Pellets.
- 2.2 The assignment effected by this Clause 2 shall include, without limitation, the assignment and transfer of:
  - 2.2.1 all patent registrations and other intellectual property that may be granted in respect of the Pellets, as well as all patent applications registrations and other intellectual property that may derive priority from or have equivalent claims to or be based upon the Pellets in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and references to the Pellets in this Deed shall be deemed to include all such items of property; and

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all rights of action, powers and benefits arising from ownership of the Pellets, including without limitation the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on or after the date of this Deed.

#### Assignor's Obligations 3.

- The Assignor agrees with the Assignee: 3.1
  - 3.1.1 Further Assurances

to execute such documents and give such assistance at the expense of the Assignee as the Assignee may require:

- to secure the vesting in the Assignee of all rights in the Pellets; (a)
- to uphold the Assignee's rights in the Pellets; (b)
- to defeat any challenge to the validity of, and resolve any questions (c)concerning, the Pellets;
- to apply for and endeavour to assist the obtaining of other rights or (d) other similar protection for the Pellets and any improvements of them in Hong Kong and/or other parts of the world;
- to do all that is necessary to vest such protection in the Assignee (e) absolutely; and
- 3.1.2 Supply of Information
  - to supply the Assignee with any documents or drawings relevant to (a) the Pellets.

#### 4. Appointment

- The Assignor hereby irrevocably appoints the Assignee as his attorney in his name to 4.1 execute any document and o any act or thing which may be necessary to comply with the provisions of Clauses 2 and 3 above.
- Warranties, Representations and Undertakings 5.
- The Assignor warrants, represents and undertakes that: 5.1
  - he has not been and is not currently a party to any agreement or 5:1.1 understanding, whether oral or written, which would in any manner be inconsistent with the assignment or rights provided for in this Deed;

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5.1.2 subsequent to the execution of this Deed he shall not enter into any agreement or understanding, oral or written, nor engage in any activity, which would in any manner be inconsistent with the provisions of this Deed.

## 6. <u>Duration of Obligations</u>

6.1 The obligations on the Assignor under Clauses 3, 4 and 5 shall continue in force without limit of time.

#### 7. General Provisions

- 7.1 The exercise of or failure to exercise any right or remedy in respect of any breach of this Deed shall not, save as provided herein, constitute a waiver by such party of any other right or remedy it may have in respect of that breach.
- 7.2 Any right or remedy conferred by this Deed on any party for breach of this Deed (including without limitation the breach of any warranties) shall be in addition and without prejudice to all other rights and remedies available to it in respect of that breach.

# 8. Governing Law and Jurisdiction

- 8.1 This Deed shall be governed by and construed in accordance with the laws of Hong Kong.
- 8.2 Each party hereby submits to the exclusive jurisdiction of the courts of Hong Kong as regards any claim or matter arising under this Deed.

HAM?

**EXECUTED AS A DEED** by the parties and delivered on the date which first above written.

SIGNED, SEALED and DELIVERED by LAM CHUNG HO (林仲豪)	)	
Signature of witness  LEWIS YA CHIANG  Name of witness (block letters)  Z (66506 (6))  Address/Identity Card No. of witness	)	Signature of Lam Chung Ho
SEALED with the COMMON SEAL of	)	
APS'Ltd	)	
and SIGNED by	)	
being authorised signatory	)	
in the presence of:  Signature of witness	)	Signature of the authorized signatory
	)	the second second
LEUNG YU CHUNG	)	LAM CHI NIAH
Name of witness (block letters)  Z (6650 ft (6)	)	Name of the authorized signatory  DB, RICHWEATH IND BLOG  HANG WARE ST., TSWEN WAN. A.T.  HONG, BONG.
Address/Identity Card No. of witness	)	Office held



Schedule 1

The Pellets

# Schedule 2

Certificate of Grant of Short-Term Patent No. HK1161810

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**RECORDED: 08/27/2013**