# 504103703 11/18/2016 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4150372

SUBMISSION TYPE:			NEW ASSIGNMENT				
NATURE OF CONVE	YANCE:	ASSIGNMENT	ASSIGNMENT				
CONVEYING PART	Υ DATA						
		Name				<b>Execution Date</b>	
EXCELPOINT TECH	INOLOGY LT	)				11/18/2016	
RECEIVING PARTY	Z DATA						
Name:		N COMPANY LIMIT	ED				
Street Address:	ROOM	ROOM 1025, 10/F., METRO CENTRE II, 21 LAM HING STREET				REET	
City:	KOWLO	KOWLOON BAY, HONG KONG					
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#### PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("this Agreement") is made this 18th day of November

#### BETWEEN

(1) EXCELPOINT TECHNOLOGY LTD (Company Registration No. 200103280C), a public company listed on the Main Board of the Singapore Exchange Securities Trading Limited whose registered office is at 15 Changi Business Park Central 1, #06-00, Singapore (486057) (the "Assignor");

AND

(2) OSPICON COMPANY LIMITED (Company Registration No. 2044503), a company incorporated in Hong Kong whose registered office is at Room 1025, 10/F., Metro Centre II, 21 Lam Hing Street, Kowloon Bay, Hong Kong (the "Assignee").

#### WHEREAS

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2.

- (A) The Assignor has applied to the United States Patent and Trademark Office under the application number listed in <u>Schedule 1</u> and has the benefit of the patent application listed therein (the "Application") in respect of the invention disclosed in the Application ("Invention"), which stand or is proceeding in the name of the Assignor.
- (B) This Agreement is entered pursuant to the agreement relating to the sale and purchase of the research and development solution department of Excelpoint Systems (Pte) Ltd ("ESPL") dated 19 May 2014, entered into between ESPL and the Assignee and as modified by a supplemental agreement dated 17 November 2016 between ESPL and the Assignee (collectively referred to as the "SPA").
- (C) The Assignor has agreed to transfer and assign the Application and the Invention to the Assignee on the terms and conditions set out below.

# NOW IN CONSIDERATION OF THE SUM OF US\$1.00 PAID BY THE ASSIGNEE TO THE ASSIGNOR AND DULY ACKNOWLEDGED BY THE ASSIGNOR, IT IS HEREBY AGREED AS FOLLOWS:-

- Subject to the terms of the SPA, the Assignor hereby assigns and transfers inevocably, unconditionally and absolutely to the Assignee, free from encumbrances (save for the licensing arrangements set out under Clause 21.2 of the SPA) its entire right, title, ownership, entitlement, benefits and all rights and interests in and to the Application and the Invention to the intent that the grant of any patent thereon, including but not limited to the patents, patent applications, invention disclosures, and all related continuations, continuations-in-part, divisionals, relssues, re-examinations, substitutions, and extensions in relation thereof, shall be in the name of and vest in the Assignee, together with all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infingement of such rights or other acts within the scope of the claims of any published specification accompanying the Application prior to the date hereof.
- The Assignor further covenants and undertakes that at the request and cost of the Assignee, it will at all times hereafter do all such acts and execute all such documents as the Assignee may require to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the Application and the Invention. The Assigner hereby agrees at the Assignee's cost, to execute any additional documents as may be reasonably

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necessary to effectuate the transfer of title in and to the Application and the Invention to the Assignee.

The Assignor authorizes the Commissioner for Patents and any other governmental officials to record and register this Assignment upon request by Assignee. The Assigner shall, from time to time, at Assignee's cost and request and without further consideration, execute and deliver all of such instruments of sale, transfer, assignment and conveyance and all such notices, releases, acquittances and other documents, and take such other action, as Assignee may reasonably request to effectively transfer, assign and convey to, and vest in, the Assignee and to put the Assignee In possession of the Application and the Invention.

4. The Assignor acknowledges the Assignee's unrestricted right to use, license, exploit or otherwise deal with or dispose of all or any part of the Application and the Invention. The foregoing assigned Application and the Invention and the related rights are to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

The Assignor hereby appoints the Assignee and its successors and assigns as the Assignor's true and lawful attorneys with full power of substitution, in the Assignor's name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, for the limited purpose of prosecuting and maintaining the Application and the Invention before the patent office where the Application and the Invention is filed in, at the expense of and for the benefit of Assignee and its successors and assigns, or executing such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to the Application and the Invention. The dissolution of the Assigner will not work a revocation of the foregoing powers.

Unless the context otherwise requires and save as otherwise defined herein, all capitalized terms shall bear their respective meanings as set out in the SPA.

This Assignment is governed by the laws of Singapore and any dispute between the parties in relation to it shall be subject to the non-exclusive jurisdiction of the courts in Singapore.

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In the event of any conflict or inconsistency between the terms of the SPA and the terms hereof, the terms of the SPA shall govern.

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IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment Agreement to be executed as of the date first above written.

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## ASSIGNOR

SIGNED BY for and behalf of EXCELPOINT TECHNOLOGY LTD in the presence of

Witnessed by: ALAN KWAN

Name: ALBERT PHUAY Position: PIRECTOR

#### ASSIGNEE

SIGNED BY for and behalf of OSPICON COMPANY LIMITED in the presence of

Witnessed by: Chak, Wing Man

Name: Diana Chan Position: CFO

# PATENT REEL: 040372 FRAME: 0019

## SCHEDULE 1

## THE APPLICATION

S/No.	Application No.	Date of Filing / Status	Country of Filing United States of America		
1.	13/700,660	28 Nov 2012 / Pending			
n original and an and and					

- 4 -

RECORDED: 11/18/2016