

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4513777

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	IP CAPITAL CO. LTD.	07/12/2017
RECEIVING PARTY DATA		
Name:	TAKAHIRO SAITO	
Street Address:	EDA-MACHI, OO-EDA 60-11, KOMATSUJIMA SHI	
City:	TOKUSHIMA	
State/Country:	JAPAN	
Postal Code:	773-0014	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6793138
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	323-695-2336	
Email:	jon@ipnexus.com	
Correspondent Name:	JONATHAN S. KRUEGER	
Address Line 1:	1254 N. MANSFIELD AVE. #6	
Address Line 4:	LOS ANGELES, CALIFORNIA 90038	
NAME OF SUBMITTER:	JONATHAN S. KRUEGER	
SIGNATURE:	/Jon Krueger/	
DATE SIGNED:	07/20/2017	
Total Attachments: 6		
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PATENT ASSIGNMENT AGREEMENT

between

IPCAPITAL CO. LTD. HONG KONG

with its principal place of business at

20th Floor, Central Tower

28 Queen's Road

Central, Hong Kong SAR

- Assignor -

and

Takahiro Saito

with his principal place of business at

Eda-machi, Oo-eda 60-11

Komatsujima-shi, Tokushima, Japan

773-0014

- Assignee -

Preamble

Whereas Assignor is the owner of two patents.

Whereas Assignee is interested in obtaining Assignor's patents subject to the following terms and conditions of this **Agreement**.

1 Assigned IP Rights

The subject matter of the Agreement comprises the **Assigned IP Rights**, as defined and in the scope specified in Annex A to this Agreement.

2 Territory

The **Territory** shall comprise the country or countries specified in Annex A to this Agreement.

3 Assignment

3.1 Assignor hereby assigns to Assignee the Assigned IP Rights in the Territory (hereinafter "**Assignment**"). The Assignment shall encompass the Assigned IP Rights to the extent that they are protected in the Territory for the full term of their protection. In the event

that one or several of the Assigned IP Rights granted expire in one or several of the countries of the Territory, the Assignment shall cease to be effective in such country or countries.

3.2 The Assignee shall be free to assign and license the acquired Assigned IP Rights to any third party.

4 Consideration

4.1 The parties agree that this Assignment is accomplished in consideration of 130,000 JPY paid by Assignee to Assignor. In consideration of the assignment of the Assigned IP Rights, Assignee has already fully provided to Assignor the **Consideration** as specified in Annex A.

4.2 Each party is responsible for the payment of taxes, levies or similar charges in accordance with applicable laws. If any tax, levy or similar charge is imposed upon or becomes applicable to any payment, the parties hereto shall use commercially reasonable efforts to cooperate to obtain or qualify for an exemption or otherwise mitigate such imposition or applicability, which cooperation shall include, without limitation, upon request, providing each other with all documentation and fulfilling all other requirements that may be necessary to so mitigate such imposition or applicability.

5 Registration of the Assigned IP Rights

5.1 Assignee shall be entitled from the Assignment becoming effective to effect at its own expense a change in the ownership in the official register of the competent Patent Office.

5.2 Assignor shall at its own expense assist the Assignee in any change of registration of ownership or other change necessary by the competent Patent Office to evidence the change of title in the Assigned IP Rights. In particular, Assignor shall consent to the transfer of the Assigned IP Rights and notify the competent Patent Office thereof.

6 Warranties by Assignor

6.1 Assignor warrants and represents to be the sole, unencumbered owner of the Assigned IP Rights and to be solely entitled to dispose of the Assigned IP Rights. Unless otherwise notified to the Assignee, the Assignor has not granted to a third party any licenses or any other authorization to use the Assigned IP Rights and covenants to refrain from such act before the becoming effective of the Assignment.

6.2 Assignor shall be liable for the validity of the Assigned IP Rights and to its knowledge, that the exploitation of the Assigned IP Rights does not infringe any third-party rights. Assignor shall not be liable for any third-party rights of prior use. However, Assignor warrants not to be aware of any anticipatory prior art or third-party rights of prior use, or any other dependencies which would hinder an unimpeded exploitation. Assignor furthermore warrants that until execution of the Agreement, no third party has requested the cancellation of the Assigned IP Rights or threatened or announced a cancellation request or any other challenge of ownership to or validity of the Assigned IP Rights.

6.3 Assignor shall not be liable for the technical utility and performance of the Assigned IP Rights. Assignee shall be solely responsible for the faultless manufacture/ performance of any applications on the basis of the Assigned IP Rights. Assignee shall indemnify Assignor and hold Assignor harmless against any product liability claims.

7 Confidentiality

7.1 The parties shall mutually engage to keep confidential the Assignment and any information exchanged or to be exchanged during the term of this Agreement, as well as any knowledge gained about fundamentals, working methods, manufacture, new developments, improvements and other details relating to the Assignments and business procedures relating to the implementation of the Agreement, even if these have not been explicitly determined as secret or confidential. The confidentiality obligation shall not extend to information with respect to which Assignee proves that it was already public or disclosed to the public by third parties without any involvement of Assignee at the time of the Commencement Date. The confidentiality obligation shall not extend to information which was already in Assignee's possession prior to its disclosure by Assignor. In this case, Assignee shall promptly notify Assignor to have already had knowledge of such information before. Assignee shall do so providing suitable evidence.

7.2 Each of the parties shall impose the confidentiality provisions stipulated herein on all employees and any external third parties who may obtain useable knowledge of the Assignment in connection with their activity for respective party. To the extent legally permissible, this confidentiality obligation shall be imposed on the employees for a period beyond the termination of their employment and shall be subject to a contractual penalty.

7.3 Confidentiality shall be maintained beyond the Term of the Agreement, until the Assigned IP Rights have expired.

8 Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The appointing authority shall be Hong Kong International Arbitration Centre ("HKIAC"). The place of arbitration shall be in Hong at HKIAC. There shall only be one arbitrator.

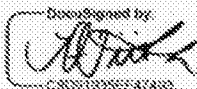
9 Written Form Requirement; Validity

9.1 It is the parties' mutual understanding that no additional agreements exist neither oral nor in writing outside this Agreement. Any amendments, additions and supplements to this Agreement shall only be valid if mutually agreed by the parties in writing. The requirement of written form cannot be modified unless in writing.

9.2 If individual provisions in this Agreement are invalid, the validity of the remaining provisions shall remain unaffected. The parties shall replace any invalid provision by a new provision which displays as closely as possible the economic result intended by the invalid provision.

IN WITNESS WHEREOF, this Agreement is executed as of the date written below:

"ASSIGNOR"

Designated by:

C80310305F47A20

by Hidero Niioka
date: 12 July 2017

"ASSIGNEE"

by Takahiro Saito
date: 12 July 2017

8 Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The appointing authority shall be Hong Kong International Arbitration Centre ("HKIAC"). The place of arbitration shall be in Hong at HKIAC. There shall only be one arbitrator.

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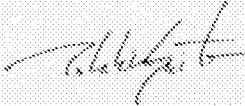
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IN WITNESS WHEREOF, this Agreement is executed as of the date written below:

"ASSIGNOR"

by Hidero Niioka
date: 12 July 2017

"ASSIGNEE"



by Takahiro Saito
date: 12 July 2017

Annex A

Assigned IP Right(s) Clause 1	(1) United States patent no. US 6,793,138 B2, entitled "information and its reading device", dated Sept. 21, 2004, filed April 25, 2003, a divisional of application no. 09/729,414 filed Dec. 4, 2000, claiming priority from provisional application no. 60/170,815 filed Dec. 15, 1999. (2) Japan patent no. JP 3910705 B2, dated April 25, 2007.
Territory Clause 2	Worldwide, including United States of America and Japan
Consideration Clause 4	130,000 JPY