

THIS **ASSIGNMENT** is entered into on

**BETWEEN**

- (1) whose principal place of business is at (the "**Assignor**")
- (2) whose principal place of business is at (the "**Assignee**")

**WHEREAS**

(A) The Assignor is the owner of the patent described in the Schedule ("**First** ") and the intellectual property associated with the First .

(B) The Assignor has agreed to transfer to the Assignee its entire right, title and interest to and in the First and the Assigned Intellectual Property.

**Now IT IS AGREED AS FOLLOWS:**

**1. Definitions and Interpretations**

**1.1 Definitions**

In this Agreement (including the Schedules) the following expressions shall have the following meanings unless the context otherwise requires:

**Assigned Intellectual Property** means all industrial and intellectual property of all kinds, whether protected at common law or under statute and whether registered or unregistered and includes, without limitation, all inventions (both patentable and unpatentable), confidential information, trademarks, designs, copyright, patents (registered and unregistered), plant breeder rights, trade secrets and know how, processes, improvements, modifications, derivations, semi-conductor or circuit layouts, and all other industrial and intellectual property rights associated with the First and in respect of the technology generally described in the schedule and any subject matter of the First , all as existing at the date of this Assignment and including, without limitation:

- (a) the exclusive right to prosecute the First ;
- (b) it to apply for and prosecute anywhere in the world;
- (c) any patent or intellectual property rights, registration or protection in respect of the technology in the schedule or the subject matter of the First ;
- (d) the exclusive right to protect by proceedings anywhere in the world the intellectual property rights In respect of the intellectual property described in the Schedule or the subject of the First ;
- (e) the exclusive benefit of and the exclusive right to take or to refrain from taking action anywhere in the world against third parties on account of any claim for infringement of the First or the Assigned Intellectual Property, whenever and wherever occurring, and

(f) the exclusive right to assign or license or otherwise dispose of all or any part of the property described above to any assignee or licensee anywhere in the world,

in each case for the holder's sole benefit without obligation to account to any other person,

**Business Day** means a day on which trading banks are open for business in .

## 1.2 Interpretation

In this Agreement, unless the context otherwise requires:

(a) singular includes plural and plural includes singular;

(b) words of one gender include any gender;

(c) reference to legislation includes any amendment to it, any legislation substituted for it and any statutory instruments issued under it and in force;

(d) reference to a person includes a corporation, a firm and any other entity;

(e) reference to a party includes that party's personal representatives, successors and assigns; and

(f) headings do not affect interpretation.

## 2. Assignment

2.1 The Assignor irrevocably and absolutely assign to the Assignee, its entire rights, title and interests to and in the First and the Assigned Intellectual Property Rights free from all mortgages, charges and other security interests.

2.2 The assignment takes effect as at the date of this Assignment.

## 3. Consideration

In consideration of the assignments of the First and the Background Intellectual under this Assignment, which will be satisfied by:

the Assignee will pay the sum of (receipt of which the Assignor hereby acknowledges).

the Assignee will issue fully paid ordinary shares in the capital of the Assignee.

## 4. Warranties

The Assignor warrants to the Assignee that:

(a) it has the power to enter into and perform its obligations under this Assignment;

(b) it has obtained all necessary approvals and consents to authorise its entry into and performance of the Assignment;

(c) the rights in the First and the Assigned Intellectual Property assigned under clause 2 are assigned free from all mortgages, charges and other security interests;

(d) its obligations under this Assignment are valid and binding obligations in accordance with the terms;

(e) it has not assigned, licensed or otherwise disposed of all of or any interest in any of the First or the Assigned Intellectual Property to any person other than the Assignee; and

(f) as far as they are aware, there has not been any:

(1) infringement by any person of the First and the Assigned Intellectual Property;

(2) any misuse or unauthorised disclosure of the confidential information relating to the First and the Assigned Intellectual Property;

(3) any other act which affects the validity or enforceability of First and the Assigned Intellectual Property.

## **5. Further Assurances**

The Assignor agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) all such further documents as may be required by law or as may be necessary or reasonably desirable to implement and/or give effect to this Assignment, and as the Assignee may, from time to time, reasonably request for the purpose of implementing this Assignment.

## **6. Costs and Duties**

6.1 Each party must pay their own costs in respect of the negotiation, preparation and execution of this Assignment and any document contemplated by this Assignment.

6.2 The Assignee must pay any stamp duty payable in respect of this Assignment.

## **7. Governing Law**

7.1 A person who is not a party to this Agreement shall have no right to enforce any of its terms.

7.2 This Assignment and the relationship between the parties shall be governed by, and interpreted in accordance with, laws of Hong Kong Special Administrative Region.

## **8. Dispute Resolution**

8.1 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region (and any court of appeal) and waives any right to object to an action being brought in those courts, including on the basis of an inconvenient forum or those courts not having jurisdiction.

## **9. Counterparts**

9.1 This Assignment may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

#### **10. No Rights Under Contracts (Rights of Third Parties) Ordinance**

10.1 A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of its terms.

**As witness** this Agreement has been signed by the duly authorised representatives of the parties the day and year above written.

#### **SCHEDULE** **Description of First**