# P \$40,00 14240

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	11/06/1998

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NKI-TM, Inc.		11/06/1998	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Witty Lin Enterprise Co., Ltd.
Street Address:	4F-5, No. 262, Sec. 2
Internal Address:	Han-Nan Rd.,
City:	Taichung
State/Country:	TAIWAN
Entity Type:	CORPORATION: TAIWAN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1424010	

### **CORRESPONDENCE DATA**

Fax Number: (214)953-1121

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-953-1111

Email: mguajardo@hitchcockevert.com

Correspondent Name: Hitchcock Evert LLP Address Line 1: P.O. Box 131709

Address Line 4: Dallas, TEXAS 75313-1709

ATTORNEY DOCKET NUMBER: WLIN-03004-US

### DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

TRADEMARK REEL: 003295 FRAME: 0358

900047359

Address Line 2.	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Elisabeth A. Evert
Signature:	/Elisabeth A. Evert/
Date:	04/24/2006

**Total Attachments: 17** 

source=Assignemnt Agreement from NKI to Witty Lin#page1.tif source=Assignemnt Agreement from NKI to Witty Lin#page2.tif source=Assignemnt Agreement from NKI to Witty Lin#page3.tif source=Assignemnt Agreement from NKI to Witty Lin#page4.tif source=Assignemnt Agreement from NKI to Witty Lin#page5.tif source=Assignemnt Agreement from NKI to Witty Lin#page6.tif source=Assignemnt Agreement from NKI to Witty Lin#page7.tif source=Assignemnt Agreement from NKI to Witty Lin#page8.tif source=Assignemnt Agreement from NKI to Witty Lin#page9.tif source=Assignemnt Agreement from NKI to Witty Lin#page10.tif source=Assignemnt Agreement from NKI to Witty Lin#page11.tif source=Assignemnt Agreement from NKI to Witty Lin#page12.tif source=Assignemnt Agreement from NKI to Witty Lin#page13.tif source=Assignemnt Agreement from NKI to Witty Lin#page14.tif source=Assignemnt Agreement from NKI to Witty Lin#page15.tif source=Assignemnt Agreement from NKI to Witty Lin#page16.tif source=Assignemnt Agreement from NKI to Witty Lin#page17.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT made this <u>6</u> day of November, 1998, by and between NKI-TM, INC., a Delaware corporation ("Assignor"), and WITTY LIN ENTERPRISES, a Taiwan corporation ("Assignee");

### WITNESSETH:

WHEREAS, the Assignor is the owner of trademark and service mark registrations and applications which are listed on Schedule A attached hereto, which forms a part hereof;

WHEREAS, the Assignor is the owner of issued patents and filed patent applications which are listed on Schedule B attached hereto, which forms a part hereof;

WHEREAS, the Assignor is the owner of trade names, copyrights, trade secrets, general intangibles, associated goodwill and other proprietary information, processes, and formulae used in its business and otherwise necessary for the ownership and use of the Intellectual Property Assets;

NOW, THEREFORE, for and in consideration of the total sum of U.S. Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. Assignment of Trademarks. The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever throughout the world in and to the trademark registrations and applications identified in Schedule A hereto ("Assigned Marks"), to the full extent of the scope of use therein described, together with the goodwill and all business connected with the use of and symbolized by the Assigned Marks and the right to sue for all past, present and future infringement of the Assigned Marks, in perpetuity (or for the longest period of time otherwise permitted by law).
  - 2. <u>Assignment of Patents</u>. The Assignor does hereby grant, assign, transfer and set

over to the Assignee all right, title and interest whatsoever throughout the world in and to the issued patents and filed patent applications identified in Schedule B hereto ("Assigned Patents"), including any divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part, foreign counterparts and extensions thereof, as well as and the right to

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sue for all past, present and future infringements of the Assigned Patents, in perpetuity (or for the longest period of time otherwise permitted by law). Assignor also does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever in and to any patents, including any divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part, foreign counterparts and extensions thereof, that may issue based on any information, knowledge and/or know-how transferred to Assignee pursuant to this Assignment and/or the Purchase Agreement.

3. <u>Assignment of Copyrights</u>. The Assignor does hereby grant, assign, transfer and

set over to the Assignee all right, title and interest whatsoever throughout the world in and to any and all copyrights as identified in Schedule C hereto ("Assigned Copyrights"), to the full extent of the scope of use therein described, such rights to include but not be limited to: (a) The right to make adaptations, modifications or versions of the Assets or any part thereof, including but not limited to, derivative works in any medium, for any purpose whatsoever; (b) The right to produce, transmit, exhibit and exploit such adaptations and version, or cause the same to be produced, transmitted, exhibited and exploited by any means or devices whatsoever now or hereafter known; (c) The right to use the Assets in whole or in part, to arrange and change the same, and add to or subtract therefrom; (d) The right to use the title of the Assets in connection with any adaptation or version thereof, or in conjunction with other material not based on the Assets; and the right to use the Assets with a different title; (e) The right to translate the Assets and any adaptations and versions thereof into any and all languages for use in any medium; (f) The right to copyright the Assets and any adaptation or version thereof in the United States or elsewhere, in the Assignee's name or otherwise for its sole benefit, and to secure renewals or extensions of such copyrights in its name or otherwise; and (g) All other rights conferred by the copyright laws of the United States and other nations of the World; and the right to sue for all past, present and future infringements of the Assigned Copyrights, in perpetuity (or for the longest period of time otherwise permitted by law).

- 4. Assignment of Other Intellectual Property. The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever throughout the world in and to any and all trade names, common-law trademarks, know-how, trade secrets, general intangibles, associated goodwill and other proprietary information, processes and formulae used in its business or otherwise necessary for the ownership and use of the Intellectual Property Assets ("Other Intellectual Property"), to the full extent of the scope of use therein described, together with the goodwill and all business connected with the use of an symbolized by the Other Intellectual Property and the right to sue for all past, present and future infringements or misappropriations of the Other Intellectual Property, in perpetuity (or for the longest period of time otherwise permitted by law).
- 5. <u>Technical Documentation</u>. The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever in all technical and descriptive materials relating to the Intellectual Property Assets.

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6. <u>Authorizations</u>. The Assignor does hereby grant, assign, transfer and set over to the

Assignee all right, title and interest whatsoever in all governmental approvals, authorizations, certifications, consents, variances, permissions, licenses and permits to or from, or filings, notices or recordings to or with, states and other jurisdictions outside of the United States, as well as U.S. federal, state, and local governmental authorities with respect to the Intellectual Property Assets, but subject to the procurement and execution of deeds and other instruments of conveyance, transfer or assignment required by federal copyright, patent or trademark laws or the laws of the U.S. states and non-U.S. jurisdictions in which the Intellectual Property Assets are located.

- 7. <u>Claims</u>. The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever, all claims Assignor may have against any person relating to or arising from the Intellectual Property Assets, including rights to recoveries and choses in action, contract and other rights to sue for infringement upon the Intellectual Property Assets and to enforce all other rights relating to the Intellectual Property Assets, but explicitly excluding those certain claims set forth in the Purchase Agreement. These claims include all right, title and interest Assignor may have in the opposition actions set forth in Schedule C attached hereto, which forms a part hereof.
  - 8. <u>Further Assurances.</u> Without further consideration, Assignor and Assignee shall

take all such other action and shall procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee or its counsel, or Assignor or its counsel, as the case may be, may reasonably request to vest in Assignee, and perfect and protect Assignee's right, title and interest in, and enjoyment of, the Intellectual Property Assets. Furthermore, Assignor agrees that after the execution of this Assignment, it shall cease use of the name "Kaepa" and all Intellectual Property Assets, and that it shall promptly file all necessary and appropriate documents required to change its corporate name to exclude the name "Kaepa" therefrom and to otherwise cease use of such name in any capacity whatsoever, except to the minimum extent necessary to allow prosecution and final resolution of certain claims as set forth in the Purchase Agreement. Notwithstanding the Assignor's name change, it shall continue to be responsible and obligated pursuant to this Assignment.

9. <u>Confidentiality</u>. Assignor agrees not to disclose to any third party any trade secrets,

know-how or other confidential or proprietary information, processes or formulae assigned to Assignee pursuant to this Assignment or otherwise transferred to Assignee pursuant to the Purchase Agreement. This provision shall not apply to information that (1) is or becomes available to the public through sources independent of and through no fault of Assignee; (2) is independently developed without knowledge of the information assigned to Assignee pursuant to this Agreement or otherwise transferred to Assignee pursuant to the Purchase Agreement; or

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- (3) must be disclosed pursuant to law, regulation or order of a court or other authority of competent jurisdiction, in which case Assignor shall take reasonable steps to seek to maintain the confidentiality of the information required to be disclosed, such reasonable steps may include, but are not limited to, seeking a suitable protective order.
- Transfer of Documents. Assignor will deliver to Assignee in a timely and orderly manner all governmental approvals, authorizations, certifications, consents, variances, permissions, licenses, technical material, and other documents in the possession of Assignor relating to the Intellectual Property Assets including, but not limited to, trademark certificates of registration or application and patent certificates of issuance and filing. Assignor will use its best efforts to deliver trademark certifications of registration and application, and patent certifications and issuance and filing, at the execution of this Assignment or within thirty (30) business days thereafter. Assignor will undertake to assist Assignee in the procurement of all
- 11. Duration. This Assignment is made unto Assignee, its successors and assigns, the full duration of all such rights, and any renewals or extensions thereof.

other documents relating to the Intellectual Property Assets in the possession of third parties.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal as of this to day of November, 1998.

ATTEST:

10.

NKI-TM, INC., A Delaware corporation

[Affix Corporate Seal]

COUNTY OF GREENVILLE

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. ZIVERS FTONE Before me, Joff Cogarage, on this day personally appeared, known to me (or proved to me on the oath of \_\_\_\_\_\_\_ or through\_to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ 8 day of DECEMBER 1998.

Notary Public, State of South Carolina

My Commission Expires:

7/11/99

For purposes of identification only, the Assignee has signed and sealed this Intellectual Property Assignment Agreement.

ATTEST:

WITTY LIN ENTERPRISES A Taiwan corporation

Bv:

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### SCHEDULE A

NKI-TM, INC. TRADEMARK SCHEDULE

SCHEDULE A

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# NEL-IM, INC. TRADEMARK SCHEDULE

REGISTRATION APPLICATION NUMBER

BEGISTRATION APPLICATION DATE

COUNTRY

TRADEMARK

# SCHEDULE A

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### SCHEDULE B

# NKI-TM, INC. PATENT SCHEDULE

SCHEDULE B

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SCHEDULE B

NKI-TM, INC. PATENT SCHEDULE

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