***PATENT APPLICATION RIGHT ASSIGNMENT AGREEMENT***

This Patent Application Right Assignment Agreement (this “Agreement”) is entered into this \_\_\_\_\_\_ day of January, 2016 (the “Effective Date”) by and between Tokushima University, a national university corporation organized under the laws of Japan, with its principal address at 2-24, Shinkura-cho, Tokushima 770-8501, Japan (the “University”), National Taiwan University of Science and Technology organized under the laws of \_\_\_\_\_, with its principal address at No. 43, Sec. 4, Keelung Rd., Da'an Dist., Taipei 10607, Taiwan (ROC) (the “Assignee”), and Techno Network Shikoku co., ltd. with its principal address at 2217-20, Hayashi-cho, Takamatsu 761-0396, Japan (the “Mediator”).

***RECITALS***

 A certain joint invention has been made as a result of a certain joint research conducted under the Attachment 1: Funding, topics, and participants of projects for duration from July 1, 2014 to June 30, 2015 and the Attachment 2: Articles of the Joint Research Contract (Topic of Project: [Project 1] Development of non-contact measurement system using advanced laser probes) attached to the Agreement for Collaboration, those of which were entered into by and between the University and the Assignee on June 27, 2014.

 The University desires to assign the entire share of the right to obtain a patent for the joint invention owned by University to the Assignee as a result of a consultation between the Parties about the handling with the joint invention.

 The Assignee appoints the Mediator as its agent and desires to take over the entire share of the right to obtain a patent for the joint invention owned by the University.

 NOW, THEREFORE*,* the University, the Assignee, and the Mediator, intending to be legally bound, agree as follows:

***ARTICLE I***

***DEFINITIONS***

As used in this Agreement, the following terms, when set forth in this Agreement in initial caps, shall have the meanings provided for such terms in this Article I.

***“Assigned Patent Application Right*”** means the entire right, title, share and interest in and to the right with respect to the Patent Application, to be held and enjoyed by the Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the University had this assignment and sale not been made, and shall include the right to enforce the right to obtain against any infringement occurring before, on or after the Effective Date, including the right to sue for past, present and future infringement and to seek and obtain relief and judgment therefor and/or to settle any such infringement claims and to collect monies owed in connection with such judgments or settlements.

***“Assignment Price”*** means the price set forth in the Section 3.01 hereof.

***“Effective Date”*** has the meaning set forth in the preamble hereof.

***“Joint Invention”*** means the invention set forth in Attachment 2, Article 1: Definitions and jointly owned by the University and the Assignee.

***“Party”*** means the University, the Assignee or the Mediator and **“Parties”** means the University, the Assignee and the Mediator collectively.

***“Patent Application”*** means an application to be filed by the Assignee in order to obtain a patent for the Joint Invention.

***ARTICLE II***

***ASSIGNMENT***

***Section 2.01*** Subject to the terms and conditions contained herein, the University hereby sells, assigns, transfers and conveys the right in and with respect to the Assigned Patent Application Right to the Assignee for the Assignee’s own use and benefit, and for the use and benefit of the Assignee’s successors and assigns (except patent trolls), and the Assignee hereby accepts such sale, assignment, transfer and conveyance.

***Section 2.02*** The Assignee shall prepare all the documents reasonably required for the assignment of the Assigned Patent Application Right and the University shall promptly deliver to the Assignee all such documents duly executed by the University’s representatives. The Assignee shall be responsible for the Patent Application and all costs associated therewith, including attorneys’ fees.

***Section 2.03*** Promptly after the Effective Date, the University agrees to provide the Assignee or the Mediator with necessary information concerning the Patent Application. Upon the Assignee’s or the Mediator’s reasonable request, the University further agrees to assist and cooperate with the Assignee or the Mediator in required procedures with the respective patent offices or other appropriate agencies or entities.

***Section 2.04*** Promptly after the Effective Date, the University agrees to forward to the Assignee or the Mediator all of its files, records, and other paperwork relating to the Patent Application in its possession. Thereafter, upon the University’s reasonable request, the Assignee or the Mediator agrees to inform the University of the names of the patent offices and the law firms that prosecute the Patent Application.

***ARTICLE III***

# *ASSIGNMENT PRICE AND PAYMENT FOR LICENSED REVENUE*

***Section 3.01*** The Assignment Price shall be free and such cost relating the assignment shall be paid by each party.

***Section 3.02*** The Mediator shall pay 20% of the licensed revenue to the University, when it is generated, and the remaining 80% of the licensed revenue to the Assignee, provided, however, that the Mediator, before the payment to the University, shall deduct 30% of the licensed revenue to be paid to the University as a commission and such licensed revenue may be the amount after the deduction of any cost relating to the Patent Application or the patent to be obtained therefrom paid by the Assignee and the Mediator or the Mediator solely, if applicable. The amount to be paid to the University shall be subjected to the agreement separately entered into between the University and the Mediator.

***ARTICLE IV***

***REPRESENTATIONS AND WARRANTIES***

***Section 4.01*** Each Party represents and warrants to the other Party that it has the power and authority to execute, deliver and perform this Agreement.

***Section 4.02*** The University represents and warrants that:

1. it is the exclusive co-owner with the Assignee of the Assigned Patent Application Right and it has the right to sell, assign, transfer and convey to the Assignee the joint ownership therein, free of any claims or encumbrances of others; and
2. no rights or licenses have been granted by it to any party under the Assigned Patent Application Right;

***ARTICLE V***

***DISCLAIMER OF WARRANTIES AND LIABILITIES***

***Section 5.01*** The Assigned Patent Application Right is sold on an "AS IS" BASIS WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF VALIDITY, ENFORCEABILITY OR NON-INFRINGEMENT.

***Section 5.02*** IN NO EVENT SHALL THE UNIVERSITY BE LIABLE FOR DAMAGES, LOSSES OR EXPENSES OF ANY KIND ARISING FROM USE, ASSERTION, CLAIM, ENFORCEMENT OR LICENSE OF THE APPLICATION FOR THE ASSIGNED PATENT APPLICATION RIGHT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

***Section 5.03*** The disclaimer of warranties and liabilities set forth in Sections 5.01 and 5.02 are a fundamental element of the basis of the bargain between the University and the Assignee or the Mediator. The Assignee or the Mediator agrees that the University would not be able to sell, assign, transfer and convey to the Assignee the Assigned Patent Application Right on an economic basis without such disclaimer.

***ARTICLE VI***

***GRANT-BACK***

***Section 6.01*** The Assignee or the Mediator hereby grants to the University including a third party, a non-exclusive, royalty free, paid-up, perpetual, irrevocable, worldwide license to use the Assigned Patent Application Right for the University’s internal academic research and for teaching purposes.

***ARTICLE VII***

***TERMINATION***

***Section 7.01*** In the event that the Assignee or the Mediator fails to pay the Assignment Price to the University in accordance with Section 3.01 hereof, the University shall have the right forthwith to terminate this Agreement upon written notice to the Assignee or the Mediator.

***Section 7.02*** The provisions of Sections 8.08, 8.09 and 8.11 and this Section 7.02 shall survive the termination of this Agreement.

***ARTICLE VIII***

***MISCELLANEOUS***

***Section 8.01*** This Agreement shall be binding upon and inure to the benefit of the University, the Assignee or the Mediator and their respective successors and permitted assigns or the Mediator. Neither Party may assign or transfer any of its rights, privileges or obligations hereunder without the prior written consent of the other Party prior to the consummation of the assignment of the Assignment Patent Application Right hereunder.

***Section 8.02*** Any notice or other communication required hereunder shall be written in English and shall be deemed to have been given when personally delivered, telecommunicated, electronically mailed, delivered by overnight courier or mailed prepaid first class registered or certified mail and addressed to the Party for whom it is intended at its record address. Such notice shall be effective upon receipt if delivered personally, telecommunicated, electronically mailed or delivered by overnight courier, or shall be effective five (5) days after it is deposited in the mail, if mailed. The record addresses, facsimile numbers and E-mail addresses of the Parties are set forth below:

#### University: Tokushima University

 2-24, Shinkura-cho, Tokushima

 770-8501, Japan

Attention: [the designated coordinator]

####  Fax No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assignee: National Taiwan University of Science and Technology

 No. 43, Sec. 4, Keelung Rd., Da'an Dist.,

 Taipei 10607, Taiwan (ROC)

Attention: [the designated coordinator]

Fax No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

####  E-Mail : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mediator: Techno Network Shikoku co., ltd.

 2217-20, Hayashi-cho, Takamatsu

 761-0396, Japan

Attention: [the designated coordinator]

####  Fax No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Either Party, at any time, may change its record address, E-mail address, or facsimile number by giving written notice of such change to the other Party.

***Section 8.03*** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or portion thereof, or the application thereof to any person or circumstance or in any country, contravenes a law of any country or political subdivision thereof in which this Agreement is effective or is held to any extent invalid or unenforceable, the remaining provisions of this Agreement or of such provision and the application thereof to other persons or circumstances or in other countries shall not be affected thereby, and this Agreement shall be modified with respect to its application in such jurisdiction, but not in jurisdictions where such provision is valid, to conform with such law.

***Section 8.04*** No modification or amendment hereof shall be valid or binding upon the Parties unless made in writing and duly executed on behalf of the Parties by their respective duly authorized officers or representatives.

***Section 8.05*** This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, express or implied, oral or written.

***Section 8.06*** The headings of articles are placed herein merely as a matter of convenience and shall not affect the construction or interpretation of any of their provisions.

***Section 8.07*** This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

***Section 8.08*** This Agreement shall be construed, and the legal relations between the Parties determined, in accordance with the laws of Japan without regard to what laws might otherwise govern under applicable principles of conflict of laws.

***Section 8.09*** Any dispute, controversy or difference arising out of, in relation to or in connection with this Agreement that the Parties cannot settle amicably between themselves shall be finally settled by arbitration in Tokyo, Japan in accordance with the Rules of Arbitration of the International Chamber of Commerce for the time being in force by three (3) arbitrators in accordance with such Rules. The decision and award of such arbitration shall be final and binding, and shall be enforceable in any court of competent jurisdiction.

***Section 8.10*** If the sale, assignment, transfer and conveyance of the Assigned Patent Application Right hereunder are prevented, restricted or interfered with by reason of any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency, or any other act or condition whatsoever beyond the reasonable control of the University, the University, upon giving prompt notice to the Assignee or the Mediator, shall be excused from such sale, assignment, transfer and conveyance to the extent of such prevention, restriction or interference and this Agreement shall be deemed suspended so long as and to the extent that any such cause prevents or delays the performance; *provided, however,* that this Agreement may be terminated by either Party upon written notice to the other Party, if such event shall continuously prevent performance for longer than sixty (60) days.

***Section 8.11*** Each Party agrees to maintain the confidentiality of the terms of this Agreement (but not its existence or general subject matter). Neither Party shall issue any press release or make other public statements without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties have made this Agreement in three copies to be executed by their duly authorized representatives as of the date written beneath their respective signatures.

Tokushima University National Taiwan University

 of Science and Technology

By By

 Name Susumu Kagawa Name

Title President Title

 Date Date

 Techno Network Shikoku co., ltd.

By

Name Takayuki Sakai

Title CEO

Date