

PATENT OFFICE  
INTELLECTUAL PROPERTY OFFICE BUILDING  
Plot No. 32 Sector 14, Dwarka, New Delhi-110078  
Tel no. (091)(11)25300200 Fax no. 28034301,02  
E-mail: delhi-patent@nic.in  
Website: www.ipindia.gov.in



Docket NO : 2233

Date/Time : 31/01/2013

To  
DE PENNING & DE PENNING  
KOLKATA

Agent Number:

Sr. No.	CBR Number	Reference Number /Application Type	Application Number	Title/Remarks	Amount Paid	Amount Computed
1	1061	E-24/37/2013-DEL	222128	---	4000	4000
2		E-101/13210 /2013-DEL	222128	Correspondence	0	0
3	1061	E-26/9/2013-DEL	222128	---	2000	2000
4		E-101/13211 /2013-DEL	222128	OTHERS(NON CASH)(Power of Attorney)	0	0
5		E-101/13212 /2013-DEL	222128	OTHERS(NON CASH)(OTHERS - ASSIGNMENT)	0	0
<b>Total Amount</b>					<b>6000</b>	<b>6000</b>

Received a sum of Rs. 6000 (Rupees Six Thousand only) as under

Payment Mode	Bank Name	Cheque/Draft Number	Cheque/Draft Date	Amount in Rs
Cheque	Hongkong and Shanghai Bank	423000	31/01/2013	6000

Note: This is electronically generated receipt hence no signature required.

\* This receipt is issued subject to realization of cheque. In case the amount of fee as mentioned on cheque is not realized, the document so filed shall be deemed to have not been filed at the office under section 142(3) of the Patents Act 1970.

## **AGREEMENT**

### **On assigning exclusive rights for the patent in India (IN) No. 222128 «A BASE STATION IN A CELLULAR COMMUNICATION SYSTEM AND A METHOD OF RADIO INTERFACE ORGANIZATION»**

This Agreement on assigning exclusive rights for the patent is made in the Russian Federation, in Voronezh on October 4, 2012 between

Garmonov Alexandr Vasilievich, a patent holder of the full scope of exclusive rights for the patent in India (IN) No. 222128, registered address of the patent holder: ul. L. Shevtsovoi, d. 5/1, kv. 6, Voronezh, 394062, Russian Federation, on the one side and

Closed-joint stock company «KODOFON» (JSC «KODOFON»), located at: Moskovsky prospekt, 97, Voronezh, 394077, Russian Federation represented by General Director V.A. Fursova acting on the basis of the Charter, on the other side, hereinafter referred to as Parties,

now hereby agree as follows:

#### **1. Definition of Terms**

1.1. «Exclusive rights for the patent» shall be meant all rights to the full extent for the patent in India (IN) No. 222128 «A BASE STATION IN A CELLULAR COMMUNICATION SYSTEM AND A METHOD OF RADIO INTERFACE ORGANIZATION», absolute ownership right (hereinafter referred to as patent IN No. 222128).

1.2. «Patent holder» shall be meant Garmonov Alexandr Vasilievich who owns exclusive rights for patent IN No. 222128, and wishes to assign these rights to the Assignee.

1.3 «Assignee» shall be meant Closed-joint stock company «KODOFON» (hereinafter referred to as JSC «KODOFON») which wishes to accept the exclusive rights for patent IN No. 222128.

#### **2. Subject of Agreement**

Whereas Garmonov Alexandr Vasilievich being the patent holder in respect of patent IN No. 222128 «A BASE STATION IN A CELLULAR COMMUNICATION SYSTEM AND A

METHOD OF RADIO INTERFACE ORGANIZATION», who owns exclusive rights for it has agreed to sell, assign and transfer to the Assignee, JSC «KODOFON» all of his exclusive ownership and proprietary rights for this patent and all rights, authorities, liberties and benefits arising from or in connection with it including the right to institute legal proceedings in respect of any infringement of the patent.

In accordance with this Agreement the Assignee accepts the exclusive ownership and proprietary rights for this patent to the full extent and therefore shall be obliged to meet all the financial terms set forth in Section 4.

### **3. Rights and Obligations of the Parties**

3.1. The Patent holder represents that the exclusive rights for the patent specified in Section 2 of this Agreement belong to him and that he is not under any obligations relating to the subject of this Agreement to third parties, which may be considered as infringement of rights as of the time this Agreement is signed.

3.2. The Patent holder undertakes an obligation to transfer the documents on this patent to the Assignee.

The Patent holder at the Assignee's request shall execute and sign the documents, certificates and other papers as may be necessary for the Assignee or its authorized person to make full use of the benefits provided by the ownership rights assigned under the Agreement.

3.3. After signing of this Agreement, execution of the respective documents on assigning the rights and their registration in the Patent Office of India the Assignee shall own exclusive ownership and proprietary rights for this patent to the full extent.

### **4. Financial Terms of Agreement**

4.1. From the date of signing of the present Agreement and in connection with the obligations set forth in Section 2 the Assignee shall bear all the expenses connected with the subject of the Agreement (patent) and the payment of official fees for legally significant actions

in the Patent Office of India as well as patent attorneys' fees and shall pay other required expenses related to the subject of the Agreement.

4.2. The Assignee shall pay a sum of six hundred thousand in Russian roubles to the Patent holder for exclusive and proprietary rights for the patent within three months from the date of signing of the present Agreement.

## **5. Liabilities of Parties**

5.1. The party which fails to perform or unduly performs its liabilities under the present Agreement shall reimburse the damages caused by such non-performance to the other Party.

If the breaching Party earns income due to the above the breached Party shall have the right to claim compensation for the loss of profits in the amount not less than such income along with other losses.

5.2. In case of violation of the Agreement the breached Party shall have the right to claim recognition of rights, restitution existing before such violation and termination of actions infringing the rights or creating a threat of violation thereof.

## **6. Confidentiality Liabilities**

6.1. Technical, financial, commercial and any other information connected with the present Agreement provided by Parties to each other shall be confidential.

6.2. The Parties shall be obliged to take all necessary reasonable measures to prevent disclosure of the above confidential information to third parties except when reasonably requested by relevant governmental authorities, or when such information is in the public domain.

6.3. The Parties' liabilities concerning confidentiality restrictions shall not be limited by the term of the present Agreement and shall be effective during one (1) year from the day of its termination.

## **7. Dispute Resolution**

All disputes and disagreements which may occur between the Parties concerning the issues not resolved by the scope of the Agreement shall be resolved by negotiations based on the current laws of the Russian Federation.

## **8. Force Majeure**

The Parties shall be released from liability for failure to perform or improper performance of their obligations hereunder if such failure results from force majeure circumstances occurred after signing of the present Agreement. Force majeure circumstances shall mean emergency and unavoidable situations resulting in failure of the Party or Parties to execute their obligations under the present Agreement. Force majeure circumstances shall include fires, earth quakes, floods and other natural disasters, and strikes, military actions, etc.

## **9. Termination of Agreement**

The Parties shall have the right to terminate the present Agreement by mutual written consent and in other cases stipulated by the laws.

## **10. Final Provisions**

10.1. Any amendments and additions to the present Agreement shall be valid provided they are made in writing and signed by both Parties or duly authorized representatives of the Parties. .

10.2. All notices and messages shall be sent in writing.

10.3. The present Agreement shall be made in three copies of 5 pages each. Each copy shall be deemed as original.

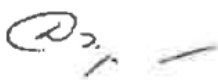
11. Addresses, Banking Details and Signatures of Parties

**Patent Holder**  
**GARMONOV Alexandr Vasilievich**

**Assignee**  
**JSC«KODOFON»**

Address:  
Russian Federation, 394062, Voronezh, ul. L.  
Shevtsovoi, d. 5/1, kv. 6

Moskovsky prospekt, 97, Voronezh, 394077,  
Russian Federation  
TIN 3666070045  
KPP code 366201001  
OGRN 1023601541534  
RNCBO 47793427  
Settlement account 40702810213400100512  
in Centralno-Chernozemniy Branch of  
Sberbank of Russian Federation  
Voronezh  
Correspondent account  
30101810600000000681  
BIC 042007681

  
(signature)

A.V. Garmonov

General Director



(signature)

V.A. Fursova

All five (5) pages of the Assignment Agreement for Patent India No. 222128 "A BASE STATION IN A CELLULAR COMMUNICATION SYSTEM AND A METHOD OF RADIO INTERFACE ORGANIZATION" are numbered and tied.

  
(Signature) A. V. Garmonov

General Director JSC "KODOFON"  
  
V.A. Fursova  
October 2012