IP PORTFOLIO COOPERATION AGREEMENT

This Agreement ("**Agreement**"), dated June 26th, 2013 (the "**Effective Date**"), is between Zecotek Photonics Inc., a British Columbia corporation ("**Zecotek**") and Invention Development Management Company, LLC, a Delaware limited liability company ("**IDMC**") (collectively the "Parties" and individually the "Party.").

Background

A. IDMC may consider [redacted]

B. IDMC and Zecotek also desire to create a framework for working together to create and monetize portfolios of intellectual property for their mutual benefit.

C. IDMC and Zecotek intend to explore a potential strategic relationship in multiple areas of business and market development including intellectual property acquisition and development, media public relations, and introductions to potential customers for Zecotek products and services.

D. Zecotek and IDMC may also enter into a development agreement and one or more agreements relating to the development of new inventions in support of market demands.

E. The Parties have no obligation to enter into any Definitive Agreements (as defined below), and the execution of any such Definitive Agreements are subject to mutual agreement on terms.

Agreement

The Parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth in this Section 1.

"**Affiliate**" means, with respect to any legally recognizable entity, any other such entity directly or indirectly Controlling, Controlled by, or under common Control with such entity. "Control," as used in this definition, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legally recognizable entity, whether through the ownership of voting shares, by contract, or otherwise.

"**Background IP**" means all inventions (whether patentable or not), patents, patent applications, technical information, know-how, processes, procedures, compositions, devices, methods, formulae, materials, protocols, techniques, software, designs, drawings or data that a Party owns or obtains an exclusive license to.

"**Definitive Agreement**" means an agreement which will include, without limitation, a description of deliverables, if any, and a schedule for the subject work. The Parties acknowledge and agree that any Definitive Agreement will be completed and executed by the Parties after the Effective Date based on market demands and only with the mutual agreement of the Parties. Unless the Parties execute a Definitive Agreement, their obligations under this Agreement are limited to those in Sections 2, 6.1, 6.2, 8 and 11.1.

"**Developed Work Product**" means any information, materials, and deliverables (as set forth in a Definitive Agreement) that arise from performance of development work under a Definitive Agreement.

"**Development Work**" means the prototype or other technology or commercialization development work to be performed under a Definitive Agreement.

"**Fully-Diluted Shares**" means the total number of Shares outstanding assuming the exercise or conversion of all securities convertible into Shares, such securities including but not limited to warrants and options, as of the Effective Date or the two, four and six month anniversaries of the Effective Date, as appropriate.

"**Intellectual Property**" means all intellectual property and proprietary rights worldwide, including without limitation any and all foreign and domestic trade names, trademarks, service marks, domain names, copyrights, moral rights, trade secret rights, patent and all associated rights and all registrations, applications, renewals, extensions and continuations (in whole or in part) of any of the foregoing, together with all goodwill associated therewith and all rights and causes of action for infringement, misappropriation, misuse, dilution, unfair trade practice or other cause of action associated therewith.

"**NDA**" means the executed Mutual Confidentiality Agreement between Zecotek and IDMC with an effective date of January 30th, 2013.

"**Shares**" means the common shares in the capital of Zecotek.

"**Stock Restrictions**" means all resale restrictions imposed on the Shares by the TSX Venture Exchange, the British Columbia Securities Commission and the United States Securities and Exchange Commission, which include, without limitation, a hold period of four months under the policies of the TSX Venture Exchange, and any new constraints the may be imposed by a related exchange.

"**Subscription**" means a program in which IDMC allows a customer to preview inventions in the Invention Development Fund I, LLC, portfolio and to identify inventions that it may wish to license, on terms to be negotiated by IDMC and the customer.

2. Right of First Offer

2.1 Grant of Rights. Zecotek hereby grants to IDM[redacted]

2.2 Sale Notice. Before any transfer or other disposition of any Intellectual Property by Zecotek or its Affiliates (other than non-exclusive licenses granted to direct customers in the ordinary course of business), Zecotek will give written notice to IDMC of Zecotek's intent to sell all or a portion of the Intellectual Property of Zecotek or its Affiliates (each, a "**Sale Notice**").

2.3 Offer. After its receipt of the Sale Notice, IDMC may, during the [redacted] days after a Sale Notice, submit to Zecotek a written offer, including generalized terms, to license or purchase the Intellectual Property covered by the Sale Notice (each, an "**Offer**").

2.4 Acceptance. After its receipt of an Offer, Zecotek may, at its option, accept the Offer as to all (and not a portion) of the Intellectual Property covered by the Offer, by giving written notice to IDMC.

2.5 Offer Not Accepted. If Zecotek does not accept an Offer within [redacted] days after its receipt the Offer shall be deemed to have been rejected and neither party shall have any further obligations or liabilities to the other regarding such transactions. [redacted] If Zecotek rejects an IDMC Offer, it may provide IDMC with a counter offer for its consideration.

STRATEGY

2.6 Offer Accepted. If Zecotek accepts an Offer in accordance with Section 2.4, the Parties will use commercially reasonable efforts to negotiate a Definitive Agreement and consummate a transaction on the terms and conditions set forth in the Offer.

3. Portfolio Review

3.1 Preliminary Analysis. During the Term, the Parties may enter into a Definitive Agreement for IDMC to assist with the commercialization of the Intellectual Property of Zecotek and its Affiliates [redacted] The Definitive Agreement would include appropriate confidentiality terms and other terms. [redacted]

STRATEGY

3.2 Monetization Plans. The Definitive Agreement would require that, promptly after completion of the preliminary analysis under Section 3.1 or such other time mutually agreed to by the Parties in writing, IDMC would complete its analysis of the commercialization potential of the Intellectual Property and present to Zecotek [redacted]

STRATEGY

3.3 Plan Acceptance. The Parties anticipate revisions to, and multiple iterations of, any submitted Plans prior to any formal agreement between the Parties. To facilitate the timely agreement of Plans, the Definitive Agreement would require the Parties to work in good faith to complete each Plan within [redacted] days after its initial submission by IDMC to Zecotek and IDMC to assign 1 party familiar with the subject matter of each Plan, and upon acceptance by Zecotek of a Plan, IDMC would be required to perform the Services with respect to the Intellectual Property included in each accepted Plan (the "**Selected IP**"). The Parties acknowledge that, due to market conditions and information learned from the execution of an accepted Plan, there may be an opportunity to revise a Plan to optimize the commercialization process. Consequently, the Parties may from time to time mutually agree in writing to amend an accepted Plan.

4. Services

4.1 Scope of Services. With respect to Selected IP, the Parties intend that any Definitive Agreement would require IDMC to perform the following services (collectively, the "**Services**"): [redacted] (c) issue press announcements, as further defined in Section 11.1 of this Agreement, that may be drafted by either party or their designee and agreed to by both Parties in writing prior publication, outlining high-level aspects of the relationship between IDMC and Zecotek; and (d) provide other services as mutually agreed upon by the Parties in writing from time to time. Zecotek would be required to take such action as may be reasonably requested by IDMC from time to time (including, without limitation, the execution, acknowledgment and delivery of documents) to permit IDMC to carry out the Services.

LIST OF STRATEGIC SERVICES

4.3 Exclusivity. The Definitive Agreement would provide that IDMC's appointment as an independent representative to perform the Services be exclusive with respect to Selected IP.

4.4 Subscription. IDMC will provide Zecotek a [redacted] Subscription to the Invention Development Fund portfolio,

TIME

5. Development Work

5.1 Development Work. The Parties recognize that it might be desirable to acquire or develop additional Intellectual Property as a result of market demands. The Parties may execute one or more separate Definitive Agreements, which will describe the Development Work -.

5.2 IP Ownership. The Parties intend that a Definitive Agreement would include the following IP provisions:

(a) Background IP. Each Party owns, will own, or has sufficient rights to exclusively license the other Party all rights and interest in and to its respective Background IP.

(b) Developed Work Product. Prior to entering into a Definitive Agreement for any Development Work, the Parties will negotiate in good faith to determine ownership of (i) any work product resulting from such Development Work and (ii) any related Intellectual Property.

5.3 **Acquisition**

Acquisitions. The Parties may agree from time to time to acquire Intellectual Property in support of market demands. The terms of any such acquisitions will be determined by mutual agreement of the Parties and documented in a Definitive Agreement.

6. Compensation

6.1 Initial Equity. In consideration of the Services to be provided by IDMC under Section 11.1 of this Agreement and subject to Stock Restrictions, within 30 days after the Effective Date, Zecotek will issue to IDMC a number of Shares equal to 2% of Fully-Diluted Shares as of June 10, 2013, such Shares to be issued pursuant to the Subscription Agreement attached hereto as Exhibit B. In addition, Zecotek will issue to IDMC 1% of Zecotek's issued and outstanding shares (based on the number of outstanding shares on June 10, 2013) on a fully diluted basis on each of the two, four and six month anniversaries of the Effective Date. Zecotek agrees to immediately issue additional Shares to IDMC as necessary to cause IDMC to own in aggregate 5% of Fully-Diluted Shares as of June 10, 2013.

IDMC hereby irrevocably subscribes for, from Zecotek Photonics Inc., pursuant to the Subscription Agreement attached hereto as Exhibit B,, the number of common shares of the Company (the "Shares") in exchange for services being rendered, as described in the Agreement, (the "**SubscriptionConsideration**") at a deemed subscription price to be determined based on the lowest discounted price permitted by the TSX Venture Exchange (the "**Exchange**").

Issuance and registration of the certificate(s) representing the Shares should be made as follows:

Name:	Invention Development Management Company, LLC
Address:	3150 139th Ave SE, Building 4 Bellevue, WA 98005

Shares Subscribed For: 5,393,951, to be issued as follows:

Date of Subscription	**Number of Shares**
June 26, 2013	2,157,581 Shares
August 26, 2013	1,078,790 Shares
October 26. 2013	1,078,790 Shares
December 26, 2013	1,078,790 Shares

6.2 Litigation Proceeds. Immediately following the settlement of or damage award in any patent infringement litigation involving United States patent number 7,132,060 (or any of its related family members) commenced before the Effective Date ("**Settlement**

Award"), Zecotek will pay to IDMC an amount equal to [redacted] ([redacted] percent) of the gross proceeds (settlement amount less outside counsel expenses and fees) of any such settlement. Should the final Settlement Award also include any licensing royalty settlement component ("Licensing Component"), Zecotek, for a period of [redacted] months commencing on the day Zecotek receives its first licensing royalty settlement payment, will pay to IDMC [redacted] ([redacted] percent) of the Licensing Component. Such payment must be made within sixty (60) days of Zecotek's receipt of any Licensing Component.

6.3 Other IP. IDMC may from time to time elect to purchase or obtain an exclusive license to patents that may be of interest to Zecotek or its Affiliates. If IDMC acquires or obtains exclusive licenses to any such patents, the Parties may negotiate in good faith the terms of a license agreement, including, without limitation, additional consideration.

7. Term

7.1 Term. The term of this Agreement will begin on the Effective Date and continue for an initial [redacted] year term (together with all renewal terms, the "**Term**"). The Parties may agree in writing to renew the Agreement for an unlimited number of additional [redacted] year terms 30 days prior to the end of the Term or any renewal term.

7.2 Termination for Convenience. Subject to Section 7.5, either Party may terminate this Agreement at any time by giving the other Party 60 days written notice of termination.

7.3 Termination for Default. Either Party may terminate this Agreement by giving the other Party written notice of termination if the other Party (a) commits a material breach of or default under this Agreement that is not cured upon 30 days written notice, or (b) immediately if a Party (i) ceases to do business in the normal course, (ii) is declared bankrupt, (iii) is the subject of any proceeding relating to its bankruptcy, liquidation or insolvency (whether voluntary or involuntary) that is not dismissed within 60 calendar days, or (iv) makes a general assignment for the benefit of creditors.

7.4 Effect of Termination. Upon any expiration or termination of this Agreement (a) IDMC will cease to perform the Services, and (b) the Parties will cooperate to effect an orderly and expeditious winding up of their activities under this Agreement.

7.5 Survival. The party's respective rights and obligations under Sections 1, 2.5, 5.2, 6, 7, 8, 9 10 and 11 of this Agreement, together with all other provisions that may reasonably be construed to survive, will survive any expiration or termination of this Agreement or any Limited Termination.

8. Confidentiality

The NDA remains in full force and effect. In addition, the Parties hereto will keep the terms and existence of this Agreement confidential and will not now or hereafter divulge any of this information to any third party except (a) with the prior written consent of the other party; (b) as otherwise may be required by law or legal process (c) in confidence to its legal counsel, tax preparers, accountants, auditors, directors, banks and current and potential financing sources of such Party or its affiliates, and current and prospective investors of such Party or its affiliates and their advisors; provided, in (b) above, (i) to the extent permitted by law, the disclosing party will use commercially reasonable means to minimize the disclosure to third parties, including, without limitation, seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) the disclosing Party will provide the other Party with prompt written notice of the damand for such disclosure.

9. Representations and Warranties; Limitation of Liability

9.1 Representations and Warranties. Each party represents and warrants as follows: (a) it has the full power and authority to enter into this Agreement and to carry out the obligations under this Agreement; and (b) it is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation.

9.2 Limitation of Liability. EXCEPT IN THE EVENT OF A BREACH OF ANY REPRESENTATION OR WARRANTY OR BREACH OF SECTION 5 and 8, (A) NEITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL EXCEED $1,000,000, AND (B) NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE), AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, REPRESENTATION, STRICT LIABILITY, OR PRODUCT LIABILITY, FOR COVER OR FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, MULTIPLIED, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT. FOR AVOIDANCE OF DOUBT, NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR RESTRICT THE LIABILITY OF EITHER PARTY TO THE OTHER FOR LIABILITY FOR ANY MATTER NOT ABLE TO BE EXCLUDED BY LAW.

9.3 Lock-Up. This Agreement ism conditioned on Zecotek's compliance with all of the terms of the Insider Lock-Up Agreement between Zecotek and [redacted], a copy of which is attached as Appendix C

10. Governing Law; Dispute Resolution

10.1 Governing Law. This Agreement and the rights and obligations of the Parties will be interpreted and enforced in all respects in accordance with and governed by the laws of the State of Delaware and the United States without reference to choice of law principles to the contrary.

10.2 Dispute Resolution. Except for injunctive relief with respect to any breach of confidentiality obligations under this Agreement, the Parties waive their rights to seek remedies in court in any jurisdiction, and will resolve any and all claims, disputes, or controversies relating in any way to this Agreement ("**Disputes**") as set forth in this Section 10.2. Nothing in this Section 10.2 will be construed to waive any rights or timely performance of any obligations under this Agreement. The party raising the Dispute will promptly provide the other party with a written notice reasonably detailing the Dispute (a

"**Dispute Notice**"). The Parties will attempt to resolve the Dispute during the 30 day period after a party's receipt of a Dispute Notice. If the Parties cannot timely resolve the Dispute through negotiation, the Parties will submit the Dispute to final and binding arbitration administered by the AAA under its Commercial Arbitration Rules. The arbitration will be conducted by a mutually agreed panel of 3 neutral arbitrators (or a panel of 3 selected by the AAA if the Parties cannot agree) in King County, Washington. The arbitration method will be "baseball arbitration," in which case each party will submit to the arbitrators and exchange with each other in advance of the hearing their last, best offers and the arbitrators will be limited to awarding only one or the other of the 2 figures submitted. The arbitrators may enter a default decision if a party fails to participate. The arbitrators' award may be entered and enforced in any court with competent jurisdiction. The costs of the arbitration proceeding, including reasonable attorneys' fees and costs, will be determined by the arbitrators. Except as may be required by law, neither party nor any arbitrator may disclose the existence, content, or results of any arbitration proceeding or award without the prior written consent of both Parties.

11. Other Important Terms.

11.1 Press Announcement. In connection with this Agreement and Services, the Parties will collaborate in good faith in the development of a media strategy which will include issuing an initial joint press announcement regarding this Agreement, which is attached as Appendix A ("Press Announcement"). The Parties will further agree to a maximum of 4 definitive media channels that such Press Announcement is published in. The Parties agree that a combined media strategy shall include the following actions: i) Zecotek will distribute the Press Announcement over the US and Canadian news wires, ii) Zecotek will distribute the Press Announcement to its industry media contacts, iii) IDMC will post a statement on its corporate blog called "IV Insights" about the Agreement, including a link to the Press Announcement, and iv) IDMC will use the blog post as a tool to inform its media contacts about the Agreement. The Parties will make spokespeople available to discuss the Press Announcement with the media.

Thereafter, the Parties may issue additional jointly developed press announcements or media insertions (which media costs shall be paid for by Zecotek if there is a cost), where each subsequent press announcement will be jointly agreed to prior to its release.

11.2 Notices. All notices will be given in writing and will be either (a) personally delivered or delivered by an internationally recognized overnight courier for delivery on the next business day to the addresses on the signature page of this Agreement, or (b) emailed to the email addresses on the signature page of this Agreement. Either party may change its address for notices by giving the other party notice under this Section 11.2.

11.3 Severability. If a provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.

11.4 Nonwaiver. Either party's failure to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term of this Agreement or any other agreement that may be in place between the Parties.

11.5 Compliance with Laws. Notwithstanding anything in this Agreement to the contrary, the Parties are subject to all laws, present and future, of any government having jurisdiction over the Parties and this transaction, including, without limitation, any export control laws, and to orders, regulations, directions or requests of that government.

11.6 Assignment. This Agreement may not be assigned by either Party without the express prior written consent of the other party. Any attempted assignment without express prior written consent will be void. Notwithstanding the above, the terms and conditions of this Agreement will inure to the benefit of the Parties, their successors, assigns and other legal representatives.

11.7 Entire Agreement. This Agreement is the entire agreement and supersedes any and all prior agreements of the Parties with respect to the subject matter of this Agreement. No amendment of this Agreement will be valid unless the Parties agree in writing.

11.8 Counterparts. This Agreement may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one agreement.

Invention Development Management Company, LLC	**Zecotek Photonics Inc.**
	[redacted]
Signature: [redacted]	Signature: [redacted]
Name: [redacted]	Name: [redacted]
Title: [redacted]	Title (if applicable): [redacted]
Address:	Address:
Email Address: [redacted]	Email Address: