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Patent and Trademark Office

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1998 SEP 25 PM 2:36

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Thomas Francis Barton  
John Arnold Macculloch  
Philip Nicholas Ross

2. Name and address of receiving party(ies):

Magnesium Technology Limited  
137 Captain Springs Road  
Onehunga, Auckland  
New Zealand

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date: September 10, 1998 and September 15, 1998

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

69/118,576

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ronald A. Daignault  
Address: Merchant, Gould, Smith, Edell,  
Welter & Schmidt, P.A.  
3100 Norwest Center  
90 South Seventh Street  
Minneapolis, MN 55402-4131

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ronald A. Daignault

Name of Person Signing

*Ronald A. Daignault*  
Signature

*Sept. 21, 1998*  
Date

09/29/1998 DNGUYEN 00000181 09118576

Total number of pages including cover sheet, attachments, and document: 5

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PATENT  
REEL: 9478 FRAME: 0395

## ASSIGNMENT

WHEREAS, we, Thomas Francis Barton, residing at 7427 Spyglass Court, Unit N104, Boulder, Colorado 80301, John Arnold Macculloch, residing at 4/568 Remuera Road, Remuera, Auckland, New Zealand and Philip Nicholas Ross, residing at 31 Lowther Place, Taradale, Napier, New Zealand, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on July 17, 1998, application Serial No. 09/118,576 which is entitled ANODIZATION OF MAGNESIUM AND MAGNESIUM BASED ALLOYS.

AND WHEREAS, Magnesium Technology Limited, a corporation organized and existing under and by virtue of the laws of New Zealand, and having an office and place of business at 137 Captain Springs Road, Onehunga, Auckland, New Zealand (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

  
Thomas Francis Barton

John Arnold Macculloch

Philip Nicholas Ross

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WHEREAS, we, Thomas Francis Barton, residing at 7427 Spyglass Court, Unit N104, Boulder, Colorado 80301, John Arnold Macculloch, residing at 4/568 Remuera Road, Remuera, Auckland, New Zealand and Philip Nicholas Ross, residing at 31 Lowther Place, Taradale, Napier, New Zealand, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on July 17, 1998, application Serial No. 09/118,576 which is entitled ANODIZATION OF MAGNESIUM AND MAGNESIUM BASED ALLOYS.

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the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

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Date

10/9/98  
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Date

10 SEPT 1998  
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Date

\_\_\_\_\_  
Thomas Francis Barton

John MacCulloch  
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John Arnold Macculloch

Philip Nicholas Ross  
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Philip Nicholas Ross