

12-11-1998

PATENTS ONLY
TO THE HONOR
Please record



PATENTS ONLY
NO TRADEMARKS
or copy thereof

100915280

1. Name of conveying party(ies):

Company "A" Form Limited

Additional name(s) of conveying party(ies) attached? [] Yes [X] No



c. Name and Address of receiving party(ies):
Name: Limbridge Limited
Address: Accl House
115-116 Buckingham Avenue
Slough, Berkshire SL1 4PF
England

Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:
 Assignment [] Change of Name [] Other _____
 Security Agreement [] Merger
Execution Date: 18 February 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: _____ Date
A. Patent Application No.(s)
B. Patent No.(s)
4,595,710
4,843,403
Additional numbers attached? [] Yes [X] No

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

BROADY AND WEINER, P.L.L.C.
419 Seventh Street, N.W.
Suite 300
Washington D.C. 20004

6. Number of applications and patents involved:
(2)
7. Amount of fee enclosed or authorized to be charged: 980.00
8. Check no. 20757 in the amount of \$80.00 is attached.

12/10/1998
01 FC:301

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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.

Sheridan Weimer (Reg. No. 20,520) 8 December 1998
Name of Person Signing Signature Date

Total number of pages comprising cover sheet [01]

PATENT
REEL: 9624 FRAME: 0260

IN THE MATTER of a deed of assignment dated 18th February 1993, between (1) Acell Investments Limited; (2) Openwood plc; Company 'A' Foam Limited; and (4) Limbridges Limited (the "Assignment").

I, **Aldino Albertelli**, of 45 Wyatt Park Road, London, SW2 3TW do solemnly and sincerely declare as follows:-

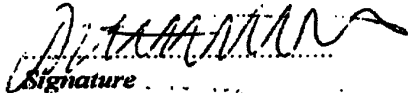
1. I executed the Assignment in my capacity as company director to each of the parties to the Assignment.
2. David Stuart Simpkins of The Old Rectory, Petworth Road, Chiddingfold, Surrey GU8 4UF executed the Assignment in his capacity as company secretary of each of the parties to the Assignment
3. The original Assignment has been lost, however, a photocopy of the original Assignment remains and is now produced and shown to me marked "AA-1".
4. Exhibit "AA-1" is a true and complete copy of the original Assignment.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 16/251 London Road
Thornton Heath
Surrey
Address

Signed 
Aldino Albertelli

On the 5th November 1993
Date

Before me 
Signature

.....
Full Name

Solicitor/Commissioner for Oaths

19001306

PATENT
REEL: 9624 FRAME: 0261

IN THE MATTER of a Deed of Assignment dated 18th February 1993, between (1) Acell Investments Limited; (2) Openwood plc; (3) Company 'A' Foam Limited; and (4) Limbridges Limited.

Exhibit "AA-1" to the
Statutory Declaration of
Aldino Albertelli

This is the copy of the original Assignment referred to in the annexed declaration of Aldino Albertelli as exhibit "AA-1".

Declared at 10291 London Road
Thornton Heath
Southey
Address

Signed A. Albertelli
Aldino Albertelli

On the 5th November 1997
Date

Before me [Signature]
Signature

.....
Full Name

Solicitor/Commissioner for Oaths

19001306

PATENT
REEL: 9624 FRAME: 0262

THIS DEED IS MADE THE

18th

DAY OF

February

B E T W E E N:-

- (1) ACELL INVESTMENTS LIMITED whose registered office is at Acell House 115-116 Buckingham Avenue, Slough, Berkshire, SL1 4PF ("ACI")
- (2) OPENWOOD PLC whose registered office is also situate at Acell House aforesaid ("OPW")
- (3) COMPANY 'A' FOAM LIMITED whose registered office is also situate at Acell House aforesaid ("CAF")
- (4) LIMBRIDGES LIMITED whose registered office is also situate at Acell House aforesaid ("LIM")

THIS DEED WITNESSES AS FOLLOWS:-

1. Any reference in this Deed to ACI OPW CAF and LIM shall include where the context admits a reference to its respective successors and assigns whether immediate or derivative:
 - 1.1 any reference in this Deed to any statute or statutory provisions shall be construed as including a reference to that statute or statutory provision as from time to time amended modified, extended or reenacted whether before or after the date of this Deed and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validity from it.
 - 1.2 Any reference in this Deed to copyright design right knowhow patent registered design right trademark or any other intellectual property right or any description means all rights of such description subsisting under the laws of the United Kingdom and any or all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.
 - 1.3 Unless the context otherwise requires words denoting the singular

shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting of persons and include bodies corporate unincorporated associations and partnerships.

2. Assignment

2.1 In consideration of the payment to CAF of the sum of £10000 plus the sum in clause 2.2 hereof CAF assigns and agrees to assign absolutely to LIM all CAF's right title benefit and interest to the intellectual property rights detailed in the First Schedule hereto together with all other rights and benefits of CAF pursuant to any licences agreements and undertakings issued out of the intellectual property rights in being at the date hereof.

2.2 The consideration for the assignment affected in clause 2.1 hereof shall be paid commencing 12 months from the date hereof by 12 monthly equal instalments and CAF and LIM agree to nominate forthwith an independent patent agent to act as an expert in assessing the fair value of the intellectual property rights and to request that such valuation is completed and advised to CAF and LIM within seven days within the date of appointment provided always that LIM shall be discharged from its obligation to make the payment of £10000 to CAF under this clause if the sum realised by the collection of the OPW Debtors at the date hereof exceeds £400000 or if Barclays are reasonably satisfied that LIM has given a satisfactory level of co-operation in connection with the realisation and collection of the said OPW Debtors.

2.3 OPW hereby consents to the use of the word 'Openwood' by LIM and to pass such resolutions as may be necessary in the opinion of LIM to properly entitle it to use such word in its name.

3. Warranties and Agreements

CAF and OPW warrant and undertake to LIM that:

3.1 Each of them has taken all corporate action necessary to authorise

the execution and performance of this Deed and such execution and performance will not cause any or all of CAF OPW LIM to be in breach of any agreement of which it is a party or any applicable law or regulation

4. Documents

On execution of this Assignment CAF shall immediately deliver notices of Assignment as appropriate executed or countersigned by CAF and all third parties in such form as LIM may require.

5. Further Assurance

ACI OPW CAF and LIM hereby agree and at any time and from time to time upon the written request of any of them to execute and deliver promptly and duly to LIM any and all such further instruments and documents and/or perform any acts which LIM considers desirable or which are required by law for obtaining the full benefits of this Deed and of the rights and powers granted or intended to be granted by it.

6. Notices

6.1 Every notice demand or other communication under this Deed shall be in writing in the English language and may be delivered personally or by letter telex or facsimile transmission to the registered office of the receiving party or such other address as may be notified by the relevant party to the other party for such purpose.

6.2 Every notice demand or other communication shall be deemed to have been received if sent by post (24 hours after despatch) or if delivered personally or despatched by telex subject to receiving the correct telex answer back or by facsimile transmission (at the time of delivery or despatch if during normal business hours in the place of intended receipt on a working day in that place and otherwise at the opening of business in that place on the next succeeding such working day)

7. Invalidity

If any term or provision of this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law such term or provision of rule in part shall to that extent be deemed not to form part of this Agreement but the unenforceability of the remainder of this Agreement shall not be affected

8. All parties hereto have considered the report attached hereto dated 9th February 1993 prepared by Touche Ross PLC on behalf of Barclays and have concluded that the implementation of this Deed does not and will not constitute a reduction in the assets of ACI and its subsidiary and associated companies available for creditors in the event of any or all of such companies going into receivership or liquidation.

Signed as a deed by
A. Albenster and
J. Simpkins
for and on behalf of
Acle Investments Limited

Director A. Albenster

Secretary J. J. Simpkins

Signed as a deed by
A. Albenster and
J. Simpkins
for and on behalf of
Openwood PLC

Director A. Albenster

Secretary J. J. Simpkins

Signed as a deed by
A. Albenster and
J. Simpkins
for and on behalf of
Company 'A' Room Limited

Director A. Albenster

Secretary J. J. Simpkins

Signed as a deed by
A. Albenster and
J. Simpkins
for and on behalf of
Limb. Reg. Limited

Director A. Albenster

Secretary J. J. Simpkins

THE FIRST SCHEDULE

THE INTELLECTUAL PROPERTY RIGHTS

As follows on pages 6 to 15 and including all related know-how, confidential information, the right to prosecute any applications for patent or trade mark protection anywhere in the world and the right to sue for damages and other remedies in respect of any infringement of the rights hereby assigned, the right to claim priority from the inventions claimed in any Patents all to the intent that the grant of any patents or similar protection shall vest in LIM.

COMPANY NAME: POLYMERIZATION

NO.	COUNTRY	KIND	NUMBER	SHORT TITLE	DATE APPLN./GRANT
10734	GREAT BRITAIN	Patent	2 031 902	Foamed Plastics Materials	11/05/83
10734	AUSTRIA	Patent	530 357	Foamed Plastics Materials	16/01/84
10734	GERMANY	Patent	P2967365.2	Foamed Plastics Materials	13/09/79
10734	SWITZERLAND	Patent	0 010 353	Foamed Plastics Materials	23/01/85
10734	ESLOUVA	Patent	0 010 353	Foamed Plastics Materials	13/09/79
10734	AUSTRIA	Patent	0 010 353	Foamed Plastics Materials	23/01/85
10734	SWEDEN	Patent	0 010 353	Foamed Plastics Materials	13/09/79
10734	FRANCE	Patent	0 010 353	Foamed Plastics Materials	13/09/79
10734	ITALY	Patent	0 010 353	Foamed Plastics Materials	13/09/79
10734	LUXEMBOURG	Patent	0 010 353	Foamed Plastics Materials	13/09/79
10734	NETHERLANDS	Patent	0 010 353	Foamed Plastics Materials	13/09/79
10734	U.S.A.	Patent	4 595 710	Foamed Plastics Materials	13/09/79
10734	U.S.A.	C.I.P. Appln	271,364	Foamed Plastics Materials	17/06/86
10734	MEXICO	Patent	153061	Foamed Plastics Materials	24/07/86
10734	IRELAND	Patent	49752	Foamed Plastics Materials	11/12/85
10734	INDIA	Patent	153034	Foamed Plastics Materials	25/03/80
10734	NEW ZEALAND	Patent	193318	Foamed Plastics Materials	29/03/80
10734	PAKISTAN	Patent	127644	Foamed Plastics Materials	18/01/83
10734	BANGLADESH	Patent	1 001 318	Foamed Plastics Materials	03/08/82
10734	LEBANON	Patent	4924	Foamed Plastics Materials	04/04/80
10734	ECUADOR	Patent	PI-82-036	Foamed Plastics Materials	17/06/80
10734	SPAIN	Patent	553755	Foamed Plastics Materials	08/06/82
10734	JAPAN	Patent	1311578	Foamed Plastics Materials	08/04/87
10734	PERU	Patent	2515	Foamed Plastics Materials	20/08/81
10734	CANADA	Patent	1150450	Foamed Plastics Materials	02/05/80
10734	EGYPT	Patent	14470	Foamed Plastics Materials	19/07/83
10734	U.S.A.	Div Patent	4 843 103	Foamed Plastics Materials	02/06/80
10734	INDIA	Patent	157052	Method for The Production of foamed Phenolic Resins	27/06/89

PATENT
REEL: 9624 FRAME: 0268

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6. 47771

DATE APPLN./GRANT

SHORT TITLE

NUMBER

KIND

COUNTRY

NO.

NO.	COUNTRY	KIND	NUMBER	SHORT TITLE	DATE APPLN./GRANT
1517	EUROPE	Application	89304703.5	Foam Composite and Method of Forming Same	09/05/89
1517	JAPAN	Application	115264/1989	Foam Composite and Method of Forming Same	10/05/89
1517	INDIA	Application	347/Cal/89	Foam Composite and Method of Forming Same	08/05/89
1517	IRELAND	Application	1509/89	Foam Composite and Method of Forming Same	09/05/89
1517	CHINA	Application	89104410.8	Foam Composite and Method of Forming Same	10/05/89
1517	SOUTH AFRICA	Patent	89/3409	Foam Composite and Method of Forming Same	28/02/90
1517	U.S.A.	Application	07/350192	Foam Composite and Method of Forming Same	10/05/89
1517	CANADA	Application	599 134	Foam Composite and Method of Forming Same	09/05/89
1517	AUSTRALIA	Application	34627/89	Foam Composite and Method of Forming Same	09/05/89
1517	NEW ZEALAND	Application	229 043	Foam Composite and Method of Forming Same	09/05/89
1517	MEXICO	Application	15.975	Foam Composite and Method of Forming Same	09/05/89

1576	U.K.	Application	8917324.9	Improvements in shaping bodies	28/07/89
15776	EUROPE	Application	90308251.9	Improvements in shaping bodies	27/07/90
15776	AUSTRALIA	Application	59843/90	Improvements in shaping bodies	25/07/90
15776	CANADA	Application	2 022.107.1	Improvements in shaping bodies	27/07/90
15776	SOUTH AFRICA	Patent	90/5667	Improvements in shaping bodies	19/07/90
15776	U.S.A.	Application	07/557 849	Improvements in shaping bodies	26/07/90
15776	TAIWAN	Application	79106245	Improvements in shaping bodies	28/07/90
15776	IRELAND	Application	2730/90	Improvements in shaping bodies	27/07/90
15776	NEW ZEALAND	Application	234535	Improvements in shaping bodies	16/07/90
15776	MEXICO	Application	21675	Improvements in shaping bodies	20/07/90
15776	SOUTH KOREA	Application	11545/90	Improvements in shaping bodies	28/07/90
15776	JAPAN	Application	196430/1990	Improvements in shaping bodies	26/07/90
15776	U.K.	Application	9111213.6	Method for manufacturing element with core and impervious skin	24/05/91
15776	U.K.	Application	9111214.4	Panel members	24/05/91

15776	U.K.	Application	9109569.6	Forming moldings with simulated wood grain	22/04/91
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PATENT
REEL: 9624 FRAME: 0269

MATHYS & SQUIRE

*Chartered Patent Agents
European Patent Attorneys*

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S. D. RITTER
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TELEPHONE 071-553 2491
FACSIMILE 071-585 0528 TELEX 24827

Our Ref: DAB/GAB/I.6394
Yr. Ref: DSS/030/EF

Mr D S Simpkins
The Acell Group of Companies
Acell House
115-116 Buckingham Avenue
Slough
Berkshire SL1 4PF

VIA FACSIMILE

11th May 1992

Dear Mr Simpkins

ACELL Logo

Further to your telephone call, I enclose schedules giving details of the UK and overseas registrations of the ACELL Logo, and of the pending applications for registration.

The status of the pending applications is as follows:

Benelux

A search report issued by the Benelux Trade Marks Office was reported to you in my letter of 11th March 1992, and I am awaiting your instructions as to whether you wish to proceed with the application.

Canada

The application was advertised on 26th February 1992. If no third party opposition is filed, the application will go through to registration on the filing of a Declaration that use of the trade mark in Canada has begun.

Italy

Because of considerable delays in Italy, it is unlikely that the Italian application will be examined until some time in 1993.

U.S.A.

The pending application should go forward to advertisement in the near future.

Cont/...

PATENT
REEL: 9624 FRAME: 0270⁹

United Kingdom Registered Trade Marks

<u>Mark</u>	<u>Regn No.</u>	<u>Date</u>	<u>Class</u>	<u>Goods</u>	<u>Next Renewal Due</u>
ACELL Logo	B1.158.911	05.08.81	19	Internal wall partitions and partitioning systems, screens, internal wall linings, internal doors and door frames, panel assemblies for forming the walls and doors of internal shower and toilet cubicles, all consisting wholly or principally of foamed, expanded or of cellular plastics materials.	05.08.2001
ACELL Logo	B1.239.076	01.04.85	19	Doors, windows, doorframes, window frames, sections for door or window frames; skirtings; all for buildings; sills and architraves; all being wholly or principally non-metallic.	01.04.1994
ACELL Logo	B1.158.911	21.03.88	19	Building materials; building panels; building elements; cladding for buildings; wall linings; internal wall partitions; screens; ceilings; suspended ceilings, panels and tiles for walls, ceilings or floors; skirtings; sills; architraves; mouldings for buildings; cornices; pilasters; columns; doors; windows; door panels; door frames; window frames; sections for door or window frames; parts and fittings for all the aforesaid goods; all made wholly or principally of non-metallic material and all included in Class 19.	21.03.2002

The mark appears in the following form:



ACELL

PATENT

REEL: 9624 FRAME: 0271

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THE ACELL GROUP OF COMPANIES LIMITED

Overseas Trade Mark Registrations

<u>Country</u>	<u>Mark</u>	<u>Appn No. Regn No.</u>	<u>Class</u>	<u>Goods</u>
France	ACELL Logo	318.898 (1.705.270)	19	Building materials; building panels; building elements; cladding for buildings; wall linings; internal wall partitions; screens; ceilings; suspended ceilings; panels and tiles for walls, ceilings or floors; skirtings; sills; architraves; mouldings for buildings; cornices; pilasters; columns; doors; windows; door panels; door frames; window frames; sections for door or window frames; parts and fittings for all the aforesaid goods; all made wholly or principally of non-metallic material, particularly of foamed, expanded or cellular plastics.
Japan	ACELL Logo	56178/1984 (2129111)	7	Plastics insulation boards for external walls, internal linings and ceilings and all other goods belonging to this class.

PATENT
REEL: 9624 FRAME: 0272

Country	Mark	Appn No. Regn No.	Class	Goods
Mexico	ACELL Logo	93.945 (386.984)	19	Building materials; building panels; building elements; cladding for buildings; wall linings; internal wall partitions; screens; ceilings; suspended ceilings; panels and tiles for walls, ceilings or floors; skirtings; sills; architraves; mouldings for buildings; cornices; pilasters; columns; doors; windows; door panels; door frames; window frames; sections for door or window frames; parts and fittings for all the aforesaid goods; all made wholly or principally of non-metallic material, particularly of foamed, expanded or cellular plastics.
U.S.A.	ACELL Logo	561.038 (1.467.351)	19	Internal wall partitions, cladding for internal walls, internal doors and door frames, panels and supporting frames for forming the walls and doors of internal shower and toilet cubicles, all consisting wholly or principally of foamed, expanded or of cellular plastic materials; doors and door frames; garage doors and frames for garage doors; windows and window frames; shaped frame members and extrusions for the manufacture of door and window frames; sills; architraves and skirtings, all being wholly or principally non-metallic. In Class 19 (US Class 12).

The mark appears in the following form:



PATENT
REEL: 9624 FRAME: 0273

THE ACELL GROUP OF COMPANIES LIMITED

Overseas Trade Mark Applications

<u>Country</u>	<u>Mark</u>	<u>Appn No.</u>	<u>Class</u>	<u>Goods</u>
Benelux	ACELL Logo	772.013	19	Building materials; building panels; building elements; cladding for buildings; wall linings; internal wall partitions; screens; ceilings; suspended ceilings; panels and tiles for walls; ceilings or floors; skirtings; sills; architraves; mouldings for buildings; cornices; pilasters; columns; doors; windows; door panels; door frames; window frames; sections for door or window frames; parts and fittings for all the aforesaid goods; all made wholly or principally of non-metallic material, particularly of foamed, expanded or cellular plastics.
Canada	ACELL Logo	665.114	19	Building panels; cladding panels and sheets; internal wall partitions; screens; ceilings; suspended ceilings; panels and tiles for walls, ceilings or floors; skirtings; sills; architraves; mouldings for buildings; cornices; pilasters; columns; doors; windows; door panels; door frames; window frames; parts and fittings for all the aforesaid goods; all made wholly or principally of non-metallic material, particularly of foamed, expanded or cellular plastics.

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PATENT
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Country	Mark	Appn No.	Class	Goods
Italy	ACELL & Logo	MI91C 007470	19	Building materials; building panels; building elements; cladding for buildings; wall linings; internal wall partitions; screens; ceilings; suspended ceilings; panels and tiles for walls, ceilings or floors; skirtings; sills; architraves; mouldings for buildings; cornices; pilasters; columns; doors; windows; door panels; door frames; window frames; sections for door or window frames; parts and fittings for all the aforesaid goods; all made wholly or principally of non-metallic material, particularly of foamed, expanded or cellular plastics.
U.S.A.	ACELL Logo	74/051.202	19	Building materials; building panels; building elements; cladding for buildings; wall linings; internal wall partitions; screens; ceilings; suspended ceilings; panels and tiles for walls, ceilings or floors; skirtings; sills; architraves; mouldings for buildings; cornices; pilasters; columns; doors; windows; door panels; door frames; window frames; sections for door or window frames; parts and fittings for all the aforesaid goods; all made wholly or principally of non-metallic material, particularly of foamed, expanded or cellular plastics.

The mark appears in the following form:



ACELL PATENT
REEL: 9624 FRAME: 0275

(4)

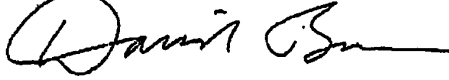
Mr D S Simpkins
The Acell Group of Companies

11th May 1992

As you will see from the enclosed schedule, there is already a registration of the trade mark in the U.S.A for a more limited specification of goods.

Please let me know if you need any further information..

Yours sincerely



DAVID A BROWN

Encs. ,

RECORDED: 12/08/1998

PATENT
REEL: 9624 FRAME: 0276