

A/D 581-410

09/284599
PCT/PTO 16 APR 1999

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Expires 06/0/99
OMB 0651-0027

05-18-1999

U.S. Department of Commerce
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PATENT



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Correspondent Name and Address

Area Code and Telephone Number

(216) 621-1113

Name Don W. Bulson, Esq.

Address (line 1) Renner, Otto, Boisselle & Sklar, P.L.L.

Address (line 2) 1621 Euclid Avenue, 19th Floor

Address (line 3) Cleveland, Ohio 44115

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

8

Application Number(s) or Patent Number(s)

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Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month	Day	Year
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Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT GB97/02900	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

40.00

Method of Payment:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Don W. Bulson

4-16-99

Name of Person Signing

Signature

Date

Reg. No. 28,192

Dated 31st July 1998

- (1) DRUM ENTERPRISES LIMITED**
- (2) SEAN BUTCHER**
- (3) DIGISOX LIMITED**

**DEED OF ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS**

THIS DEED is made the first day of August 1998

BETWEEN:

- (1) **DRUM ENTERPRISES LIMITED** of Old Park Offices, Burley Lawn, Burley, Hants BH24 4DL. ("DEL");
- (2) **SEAN BUTCHER** of Old Park, Burley Lawn, Burley, Hants BH24 4DL, together referred to as the "**Assignors**"; and
- (3) **DIGISOX LIMITED** whose registered office is at 65 New Street, Salisbury, Wiltshire SP1 2PH. ("the Assignee")

RECITALS

- (A) Sean Butcher has invented a new design for a holder for a planar data storage medium, known as the "Digisox".
- (B) Sean Butcher owns 100% of the share capital in DEL and has transferred to DEL the rights to apply for patent and design rights relating to the Digisox.
- (C) DEL has, in respect of the Digisox, applied for a patent and design rights in the United Kingdom and the Isle of Man and in other countries, short particulars of which are set out in the Schedule.
- (D) The Assignors are the owners or entitled to all of the Intellectual Property Rights relating to the Digisox and have agreed to assign to the Assignee those Intellectual Property Rights on the terms and conditions contained in this Deed.

OPERATIVE PROVISIONS

1. In this Deed the following words and expressions shall have the following meanings:

the "Intellectual Property Rights": patents, trade marks, service marks, trade names, registered designs, designs, copyright and all forms of intellectual or industrial property (including in each case applications (including those applications referred to in the Schedule), renewals and extensions therefor) in any part of the world whether or not registered or registrable, Know-how, inventions, formulae, trade secrets, confidential or secret processes, information, computer programs and any other intangible rights and assets all relating to "Digisox" (including all documents relating thereto) and including without limitation the name "Digisox";

"Know-how": industrial and commercial information and techniques including (but not limited to) drawings, formulations and formulae, specifications, test

reports, trial data, manufacturing, operating and testing procedures all in relation to Digisox.

2. ASSIGNMENT

- 2.1 In consideration of the allotment and issue of 600 A ordinary shares of £1 each in the capital of the Assignee to DEL or such person as DEL shall nominate, the Assignors with full title guarantee hereby assign to the Assignee, its successors and assigns absolutely throughout the world all the Assignors' rights, title and interests in and to the Intellectual Property Rights and all other rights, title and interest conferred under the laws of the United Kingdom and all other countries of the world.
- 2.2 The Assignors shall at their own cost provide the Assignee with all Know-how and other information in their possession and all documents or drawings relating thereto to enable the Assignee to fully exploit the Intellectual Property Rights.
- 2.3 The Assignors shall do all such things and shall sign and execute all such documents and deeds as the Assignee may reasonably require in order to perfect, protect, register or enforce any of the Intellectual Property Rights assigned to the Assignee under this Deed in any part of the world.
- 2.4 The Assignors hereby acknowledge the Assignee's unrestricted right throughout the World to license the exploitation of all or any part of the Intellectual Property Rights to third parties.

3. WARRANTIES AND INDEMNITY

- 3.1 The Assignors hereby, jointly and severally warrant and undertake to the Assignee that:
- 3.1.1 The Assignors are the sole owners of the Intellectual Property Rights and have full power to enter into this Deed and to give the warranties and indemnities contained in this Deed.
- 3.1.2 The Intellectual Property Rights do not infringe the rights of any third party and that neither the copyright nor any other right forming part of the Intellectual Property Rights has been assigned or licensed to any third party.
- 3.1.3 After the date of this Deed to keep all the Know-how hereby assigned strictly confidential and not to disclose that Know-how to any third party nor use it in any way whatsoever.
- 3.2 The Assignors hereby, jointly and severally, covenant to indemnify and keep indemnified the Assignee, its successors and assigns, against all losses and all actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of any breach or alleged breach of the warranties in Clause 3.1.

4. WHOLE AGREEMENT

This Deed contains the whole agreement between the parties and supersedes any prior written or oral agreement between them in relation to its subject matter and the parties confirm that they have not entered into this Deed on the basis of any representations that are not expressly incorporated into this Deed.

5. NO MODIFICATION

This Deed may not be modified except by an instrument in writing duly signed by both of the parties or their duly authorised representatives.

6. NOTICES

Any demand or notice by one party on or to the other shall be sufficiently served by pre-paid post to the party to be served at his address herein appearing.

7. CERTIFICATE OF VALUE

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £60,000.

8. GOVERNING LAW

This Agreement shall be construed in accordance with English law and each party hereto agrees to submit to the jurisdiction of the English Courts.

9. HEADINGS

The headings to the clauses of this Agreement are included for ease of reference only and do not form part of this Agreement and are not to be taken into account in its construction.

10. SEVERANCE

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the remaining provisions of this Agreement shall remain in full force and effect.

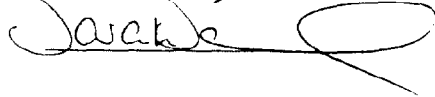
IN WITNESS whereof this Deed has been duly executed

EXECUTED as a DEED by the said)
DRUM ENTERPRISES LIMITED)
in the presence of:)

Director



Director/Secretary

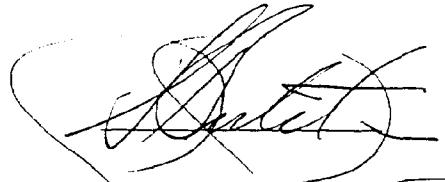


EXECUTED as a DEED by the said)
SEAN BUTCHER)
in the presence of:)

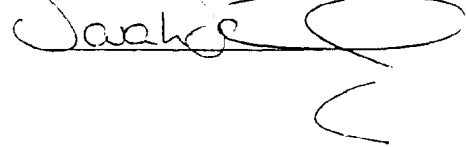


EXECUTED as a DEED by the said)
DIGISOX LIMITED)
in the presence of:)

Director



Director/Secretary



SCHEDULE

The Patent Application

Patent Application Number GB 9622316.9 dated 26.10.96 : CD Packaging Holder

Patent Application Number GB 9721793.9 dated 14.10.97 : Holder for a planar data storage medium.

PCT Patent application number PCT/GB97/02900 for the same.

UK Design Registration Number: 2.063.432 dated 20th February 1997: A Disc Holder

Deed of Assignment of Intellectual Property Rights – Digisox Limited 5