

05-25-1999



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FORM PTO-1595 (Rev. 6-93) RECORDATION FORM COVER SHEET U.S. Department of Commerce

OMB No. 0651-0011 (exp. 4/94) PATENTS ONLY Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof

1. Name of conveying party(ies): **MLO 5-18-99**
Hugh Edward Fisher
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: **Fisher Power Tools Company Limited**
 Internal Address:
 Street Address: **302 St. Vincent Street**
 City: **Glasgow** Country: **Scotland** Zip: **G2 5RZ**
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance
 Assignment Merger
 Security Agreement Change of Name
 Other
 Execution Date: **12/10/98**

4. Application number(s) or registration 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):
5,042,592, 5,513,709
 Additional numbers attached? Yes No

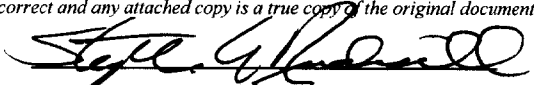
5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Stephen G. Rudisill**
Arnold White & Durkee
P.O. Box 4433
 City: **Houston State: Texas** Zip: **77210**

6. Total number of applications and patents involved: 2

7. Total fee (37 C.F.R. 3.41)----- \$ 80.00
 Enclosed
 Authorized to be charged to deposit account if check insufficient or inadvertently omitted

8. Deposit account number: 01-2508/ _____
 (Attach duplicate copy of this page if paying by deposit account)

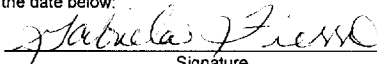
DO NOT USE THIS SPACE

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.
Stephen G. Rudisill
 Name of Person Signing, Reg. No. 20,087  5/13/99
 Signature Date
 Total number of pages including cover sheet, attachments and documents: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Office of Public Records,
Crystal Gateway 4, Room 335, Washington, D.C. 20231

CERTIFICATE OF MAILING
 37 C.F.R. 1.8

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner of Patents and Trademarks, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231, on the date below:

5/13/99 
 Date Signature

05/24/1999 DNGUYEN 00000121 5042592

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C: 90034(1XGY01).DOC

PATENT
REEL: 009958 FRAME: 0397

Certified a true copy
of the original by Yvonne
Louise Dunn, notary
public at Glasgow on 20th
January 1999

PATENT ASSIGNATION

by

(1) HUGH EDWARD FISHER

in favour of

(2) FISHER POWER TOOLS COMPANY LIMITED

1998

Wright Johnston & Mackenzie
Solicitors
302 St Vincent Street
Glasgow G2 5RZ

DX GW129 - FAS 8856

(Ref: F0770.1/KMC/CAN/LB)

PATENT ASSIGNATION

by

(1) HUGH EDWARD FISHER of Dunree Farm, Dalrymple, Ayrshire, KA6 6BA ("the Assignor")

in favour of

(2) FISHER POWER TOOLS COMPANY LIMITED incorporated under the Companies Act with registered number 131199 and having its registered office at 302 St Vincent Street, Glasgow, G2 5RZ ("the Assignee")

WHEREAS

- (A) The Assignor is the registered proprietor and beneficial owner of the patents set out in Part 1 of the Schedule annexed and signed as relative hereto ("the Patents") and is the beneficial owner of the benefit of the patent applications set out in Part 2 of the Schedule annexed and signed as relative hereto ("the Applications") in respect of the invention respectively disclosed in the Patents and the Applications ("the Invention").
- (B) The Assignor has agreed to assign to the Assignee for the consideration hereinafter mentioned the Invention, the Patents and the Applications and all his rights, title and interest therein upon the terms and conditions set out below.

NOW IT IS HEREBY AGREED as follows:-

1 Assignment

- 1.1 Subject to the provisions of clauses 3 and 4 the Assignor hereby ASSIGNS to the Assignee:-

PATENT

REEL: 009958 FRAME: 0399

- 1.1.1 his entire right, title and interest in and to the Patents and the full and exclusive benefit thereof and all rights, privileges and advantages pertaining thereto;
- 1.1.2 the Invention and the full and exclusive benefit of it ;
- 1.1.3 all the rights of the Assignor in and to the Applications and the full and exclusive benefit of them and all rights, privileges and advantages associated with them;
- 1.1.4 any other patents or applications for patents pertaining to the Invention that is the subject of the Patents and the Applications which are in the name of the Assignor;
- 1.1.5 the full right to apply for prosecute and obtain patents or similar forms of protection throughout the world in respect of the Invention claimed in the Patents and the Applications including the right to claim priority therefrom to the intent that the grant of any patents or similar protection shall be in the name of and vest in the Assignee; and
- 1.1.6 the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any patent or patents granted pursuant to the Applications whether such infringements take place before or after the date of this Assignment .

2 Consideration

2.1 In consideration of the assignation of the Invention, the Patents and the Applications under clause 1,

2.1.1 the Assignee shall pay to the Assignor the sum of TWENTY FIVE THOUSAND POUNDS STERLING (£25,0000) payable at any time, without interest, within two (2) years of the date hereof; and

2.1.2 710,350 Ordinary Shares of 1 penny each in the capital of the Assignee credited as fully paid shall be allotted and issued to the Assignor ("the Consideration Shares") at a board meeting of the Assignee at today's date.

3 Completion

Completion of the assignation of the Patents Applications and the Invention shall take place as at the date of this Agreement when the Assignor shall deliver a share definitive certificate in respect of the Consideration Shares and the Assignor shall be registered in the Register of Members of the Assignor in respect of the Consideration Shares.

4 Further Assurance

The Assignor further undertakes at the request and cost of the Assignee that he will at all times hereafter do all such acts and execute all such documents, deeds and agreements as may be required by the Assignee to enable the Assignee or its nominee

to enjoy full benefit of the rights hereby assigned and (if so requested by the Assignee) to apply for any patents or other forms of protection in respect of the Inventions throughout the world and fully and effectively to vest the same in the Assignee or as the Assignee shall direct.

5 Restoration of Rights

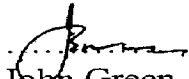
5.1 In the event that the Assignee makes a voluntary arrangement with its creditors or goes into liquidation, (other than voluntary liquidation for the purpose of reconstruction or amalgamation) or has an administration order, receiver, administrative receiver or similar official appointed over any property or assets, the Assignor or his nominee shall have the first option to obtain an assignment of the Invention, Patents and Applications and the agreed consideration for the grant of such assignment shall be the aggregate of the company's liabilities as determined by the liquidator, receiver, administrator or similar official as the case may be together with such sum as shall represent the par value together with any premium paid of the ordinary shares of the Assignee which are in issue.


6 Stamp Duty

6.1 The parties to this Agreement hereby certify that the transaction effected by this Agreement is not 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:IN WITNESS WHEREOF these presents typewritten on this and the

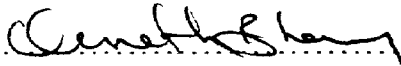
preceding four pages together with the Schedule in two parts annexed and executed as relative hereto were executed at Glasgow on the 10th December, 1998 as follows:-

For and on behalf of Fisher Power Tools Company Limited by John Green and Roger Benge, both directors


.....
John Green


.....
Roger Benge

By Hugh Fisher before the following witness:-

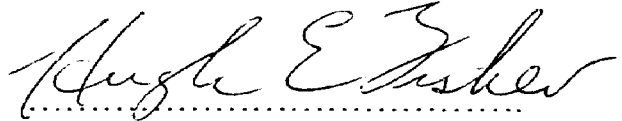
 Witness

~~KENNETH BURNS~~ Full Name

~~302 ST VINCENT STREET~~ Address

~~GLASGOW~~

~~SOLICITOR~~ Occupation


.....
Hugh Fisher

This is the Schedule referred to in the foregoing Assignment by (1) Hugh Edward Fisher in favour of (2) Fisher Power Tools Company Limited dated 10th December, 1998

Part 1

Patents

United Kingdom Patent No GB 2276344

United Kingdom Patent No GB 2219958

United States of America Patent No 5427188

United States of America Patent No 5513709

United States of America Patent No 5042592

Part 2

Patent Applications

European Patent Convention Application No 93900303.4 specifying France, Germany, Austria, Belgium, Denmark, Greece, Ireland, Italy, Luxembourg, Monaco, The Netherlands, Portugal, Spain, Sweden, Switzerland, Liechtenstein and the United Kingdom

Patent Co-operation Treaty Application No GB 93/00904

Canadian Patent Application No 2.125.556

Japanese Patent Application No HE1 5-510755

South Korean Patent Application No 94-702051

Roger E Fisher
R. Burge
J. ...