

12-15-1999

09/380189
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101222341

FOR ASSIGNMENT
S ELECTED OFFICE (EO/US)
APPLICATION ENTERING NATIONAL STAGE
IN U.S. DESIGNATED OFFICE (DO/US) UNDER 35 U.S.C. 371

IDENTIFICATION OF APPLICATION

(37 CFR 3.21 and 37 CFR 3.31(a)(4))

1. The patent application filed herewith, and to which the attached assignment (document) refers, is identified as follows:

- a. Date of execution: February 26, 1997
- b. Name of each inventor: 1: Joyce, Glenda
2: Joyce, Steven John
3: Saraghi, Brett Alan
4: Wynne-Jones, Jeremy
- c. Title of invention: Combined Light Source and Air Purifier

NAME OF PARTY(IES) CONVEYING INTEREST

2. The party(ies) conveying this interest is (are):

Name 1: Jeremy Wynne-Jones

NAME AND ADDRESS OF PARTY(IES) RECEIVING INTEREST

3. The rights are being conveyed to:

Name: I.D.E.A. PTY LTD

Address: 727 Nicholson Street
Carlton North, Victoria, 3054 Australia

DESCRIPTION OF INTEREST CONVEYED OR TRANSACTION RECORDED

4. The accompanying document intends to accomplish an assignment.

**NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE
SHOULD BE MAILED**

5. Please address correspondence to:

MMD
8/26/99

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Name: John G. Chupa
Chupa & Alberti, P.C.
Address: 31313 Northwestern Highway
Suite 205
Farmington Hills, MI 48334
Telephone No.: (248) 865-9588

DATE ASSIGNMENT (DOCUMENT) EXECUTED

6. The attached assignment (document) was executed on 26 February 1997.

LANGUAGE OF ASSIGNMENT (DOCUMENT) TO BE RECORDED

7. The attached document is in the English language.

ORIGINAL DOCUMENT OR TRUE COPY SUBMITTED

8. Submitted herewith is a true copy of the original document.

**NUMBER OF APPLICATIONS IDENTIFIED IN THIS COVER SHEET
AND THE FEE**

09/380189

9. A. This cover sheet identifies only one application:
B. The fee for recordal (37 CFR 1.21(h)) is \$40.00.
Attached is a check for \$40.00.

STATEMENT AND SIGNATURE

08/31/1999 WCLAYBRO 000000005 09340189
05 FC:581

10. 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.

Date:

8/26/99

Reg. No. 33483
Tel. No.: (248) 865-9588

SIGNATURE OF PRACTITIONER

John G. Chupa
Chupa & Alberti, P.C.
31313 Northwestern Highway
Suite 205
Farmington Hills, MI 48334

Office (EO/US) for International Application Entering National Stage under 35 U.S.C. § 371--page 3 of 5)

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TOTAL NUMBER OF PAGES BEING SUBMITTED

10. The total number of pages being submitted, including cover sheet attachment(s), and documents are 5.

ASSIGNMENT

THIS ASSIGNMENT is made effective as of the 26 day of February 1997.

BETWEEN:

BRETT ALAN SARAGHI of 727 Nicholson Street, Carlton North, Victoria 3054, Australia ("Assignor") of the one part, and

I.D.E.A. (INDUSTRIAL DESIGN AND ENGINEERING ASSOCIATES) PTY LTD, of 727 Nicholson Street, Carlton North, Victoria 3054, Australia ("Assignee") of the other part.

WHEREAS

- (1) The Assignor is the inventor, or is one of the co-inventors, of an invention relating to a combined light source and air purifier, the subject of Australian patent application No. PO5323, filed 26 February 1997 in the joint names of Glenda Joyce, Steven John Joyce, and I.D.E.A. (Industrial Design and Engineering Associates) Pty Ltd.
- (2) The Assignor was throughout the time of making the said invention or making his contribution to the said invention a director of the Assignee and was employed by the Assignee with duties including the development of the said invention.
- (3) The Assignor has agreed and hereby confirms that he has agreed to assign to the Assignee his entire right in and to the said invention in Australia and in any and all countries foreign to Australia, including the right to lodge applications for patent protection of the said invention in Australia and in any and all countries foreign to Australia, and to own any and all such patent rights in and to the said invention.

NOW THIS DEED witnesseth that pursuant to the foregoing and for good and valuable consideration in hand well and truly paid to the Assignor by or on behalf of the Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign to the Assignee his entire right in and to the said invention in Australia and in any and all countries foreign to Australia, including the right to lodge applications for patent protection of the said invention in Australia and in any and all countries foreign to Australia, and to own any and all such patent rights in and to the said invention.

IN WITNESS whereof the Assignor has executed this Assignment in a binding manner effective as of the date first herein specified.

Signed, Sealed and Delivered by
the said **BRETT ALAN SARAGHI**
in the presence of:

Witness' Name: **RICHARD DODSON**

(Brett Alan Saraghi)

THIS AGREEMENT dated the day of One thousand nine hundred and
ninety-nine

BETWEEN: I.D.E.A (INDUSTRIAL DESIGN &
ENGINEERING ASSOCIATES) PTY LTD (IN
LIQUIDATION) (ACN 007 384 401) care of
Ferrier Hodgson Chartered Accountants of 20
Mason Street Dandenong in the State of Victoria
("Vendor").

AND: STEVEN JOHN JOYCE AND GLENDA
JOYCE both of 100 Wilsons Road, Doncaster
in the said State ("Purchaser").

WHEREAS:-

- A. The Vendor and the Purchaser have together developed an invention known as a Combined Light Source/ Air Purifier ("Invention").
- B. The Vendor and Purchaser are joint holders of certain intellectual property relating to the Invention which includes one Patent and one Provisional Patent Application.
- C. The Vendor and Purchaser are joint owners of stock, plant and equipment related to the Invention.
- D. The Invention is the subject of a Competitive Grant Agreement between the Vendor and the Industry Research and Development Board.
- E. By order of the Supreme Court of Victoria in matter No.6340 of 1997 made on 3 September 1997, proceedings to wind up the Vendor were instituted pursuant to the Corporations Law with Peter Vince of Ferrier Hodgson Chartered Accountants located at 20 Mason Street, Dandenong being appointed as official liquidator of the Vendor.
- F. The Vendor has agreed to sell, assign, transfer and set over to the Purchaser and the Purchaser has agreed to purchase all the Vendor's interests in the Invention including the intellectual property together with all associated stock, plant and equipment (as defined below as the "Assets").

NOW THIS DEED WITNESSETH:

1. Interpretation

- 1.1 In this Agreement and the Schedules attached hereto where the context admits and unless a contrary intention appears, the expressions which follow are to have the meanings attributed to them:

"Intellectual Property" means the Vendor's interest in the intellectual property described at Item 1 of the First Schedule.

"Assets" means the Intellectual Property and any other stock, plant and equipment listed in the Second Schedule;

"Completion date" means the date of settlement by the parties of the sale and purchase of the Assets as provided in clause 3;

"Purchase Price" means the sum set out at Item 2 of the First Schedule;

"Settlement Date" means the date defined as such in clause 3 hereof.

1.2 In this Agreement except to the extent that the context otherwise requires:-

- (a) words importing the singular include the plural and vice versa and words importing a gender include other genders;
- (b) a reference to an Act of Parliament or Code or section or schedule of that Act or Code shall be read as if the words "or any statutory modification or reenactment thereof or substitution thereof" were added to the reference and includes all statutory instruments issued under that Act or Code as at the date of this Agreement;
- (c) reference to a clause, schedule or annexure shall be construed as references to a clause of or schedule or annexure to this Agreement and reference to this Agreement includes its schedules and any annexures;
- (d) where a party comprises two or more persons an agreement or obligation to be performed or observed by that party binds those persons jointly and severally and a reference to that party includes a reference to any one or more of those persons;
- (e) a reference to a party to this Agreement or any other document or agreement includes its successors and permitted assigns;
- (f) a reference to a document or agreement including this Agreement includes a reference to that document or agreement as amended, notated, supplemented, varied or replaced from time to time;
- (g) in the interpretation of this Agreement, headings shall be disregarded.

2. Sale and Purchase

Subject to the provisions of this Agreement, the Vendor as the legal and beneficial owner hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to buy from the Vendor the Assets free from any mortgage, lien, charge or other encumbrance whatsoever as at and with effect from Completion on the Settlement Date.

3. Purchase Price

3.1 The Purchaser shall pay the Purchase Price to the Vendor for the Assets.

3.2 Subject to the provisions of this Agreement, the Purchase Price shall be paid as follows:-

- (a) by payment of prior to the execution of this Agreement the sum described at Item 3 of the First Schedule ("Deposit"); and
- (b) by payment of the sum described at Item 4 of the First Schedule upon execution of this Agreement.

3.3 The Vendor acknowledges that the Deposit has been paid by the Purchaser.

3.4 The "Completion Date" shall be the date of execution of this Agreement when the Purchase Price is paid in full.

4. Competitive Grant Agreement

4.1 The Invention is the subject of Competitive Grant Agreement NO#. GRA 00033 between the Industry Research and Development Board on behalf of the Commonwealth of Australia and the Vendor.

4.2 Pursuant to Clause 19 of the Competitive Grant Agreement, the Agreement is not to be assigned or novated without the prior written consent of the Board.

4.3 By letter dated 2 January 1998 attached hereto as Annexure 'A' the Board granted its consent to transfer the interest of the Vendor under the Competitive Grant Agreement to the Purchaser.

5. Assumption of Liabilities

On the Completion Date all risk with respect to the Assets shall pass to the Purchaser and thereafter the Purchaser shall be responsible for all liabilities incurred with respect to the Assets arising after the Settlement Date.

6. **Title**

Title to the Assets shall pass to the Purchaser as at the Completion Date upon payment by the Purchaser of the Purchase Price in the manner hereinbefore provided and the risk therein shall be given and taken as at the Completion Date.

7. **Completion Date**

On the Completion Date or upon request thereafter the Vendor covenants that:-

- (a) it shall execute documents, instruments and assignments as may reasonably be required by the Purchaser to enable the transfer of the Intellectual Property to the name of the Purchaser;
- (b) it shall provide to the Purchaser any plans documents or other written or computerised information relating to the Assets in the Vendor's possession.
- (c) it shall provide to the Purchaser any other document or thing reasonably necessary to give full effect to this Agreement as it relates to the Vendor.

8. **Notifications of Assignment**

- 8.1 The Purchaser shall be responsible for notifying the relevant Patent Office of the assignment and ensuring that the Patent Offices amend their records to reflect the change in ownership of the Intellectual Property.
- 8.2 The Vendor undertakes to provide every reasonable assistance to the Purchaser in order for it to comply with the relevant Patent Offices requirements for assignment of the Intellectual Property.

9. **Warranties**

- 9.1 The Vendor warrants that it has good and unencumbered title to the Assets and is entitled to assign the Assets to the Purchaser.
- 9.2 Subject to the warranty given at Clause 9.1, the Vendor makes no warranties nor representations concerning any issue or item contemplated by this Agreement including without limitation:
 - (a) the condition and whereabouts of the Assets nor their fitness for any purpose; and
 - (b) the transferability of registration of the Intellectual Property.

10. Costs

- 10.1 Each party shall bear its own costs in relation to the preparation and execution of this Agreement.
- 10.2 Except to the extent it is otherwise expressly provided in this Agreement, the Purchaser shall pay all stamp duty on this Agreement and the costs of any instrument or other document executed to give effect to any provision of this Agreement.

11. Entire Agreement

This Agreement:-

- (a) contains the entire understanding of the parties as to its subject matter and there is no other understanding, agreement, warranty or representation whether expressed or implied in any way defining or extending or otherwise relating to these provisions of the Assets or any of the matters to which this Agreement relates; and
- (b) may only be altered in writing and signed by all parties.

12. Governing Law and Jurisdiction

- 12.1 This Agreement is governed by and is to be construed in accordance with the laws of the State of Victoria.
- 12.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Victoria and Courts entitled to hear appeals from these Courts.

13. Modification and Severability

The parties acknowledge and agree that:-

- (a) all the provisions of this Agreement are reasonable in all the circumstances and that each provision is and will be deemed to be severable and independent; and
- (b) if all or any part of any provision is judged invalid or unenforceable in all the circumstances, it will be deemed to be deleted and will not affect the validity or enforceability of the remaining provisions.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

SIGNED BY PETER VINCE AS OFFICIAL
LIQUIDATOR FOR AND ON BEHALF OF I.D.E.A.
(INDUSTRIAL DESIGN & ENGINEERING
ASSOCIATES) PTY LTD (IN LIQUIDATION)
(ACN 007 384 401) in the presence of:

)
)
)
)
)
)


..... SPennyman

Witness

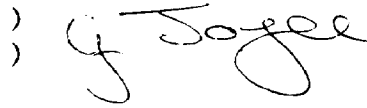
SIGNED SEALED AND DELIVERED by
STEVEN JOHN JOYCE in the presence of:

)
)


..... K. Lampert

Witness

SIGNED SEALED AND DELIVERED by
GLENDA JOYCE in the presence of:

)
)


..... K. Lampert

Witness

FIRST SCHEDULE

1. Intellectual Property:

Intellectual Property:	Country of Registration:	Registration Details:
Patent:	AUSTRALIA	Registration No# 671887
Provisional Patent Application	AUSTRALIA	Application No# P05323

2. The Purchase Price: Five Thousand Dollars (\$5,000.00)

3. The Deposit: One Thousand Dollars (\$1,000.00)

4. The Balance: Four Thousand Dollars(\$4,000.00)

SECOND SCHEDULE

Stock, Plant and Equipment:

Boxes containing various components.

Box Contents:

Box No. 1

8 Spinnings

Box No. 2

Car Parts

Box No. 3

2 Test Meters

Box No. 4

Grills, Cake Tin, Hub Caps etc

Box No. 5

8 Round Fluos, Loose Filter Mat,
2 Flat, 1 Dome Light Cover Rings,
2 Dust Jackets

Box No. 6

6 Mock up Test Units

Box No. 7

4M Carbon Filter Med

Box No. 8

Various Metal Spinnings

Box No. 9

3 Sets Steel Tube Leg Poles

Box No. 10

Various Grill Spinnings

Box No. 11

Various Fans and Motors

Box No. 12

2 Phillips Box Air Cleaners
White containers with Electric
Components, Globes,
Transformers etc

Box No. 13

Centrifugal Fan Motors

Box No. 14

Metal Tabs

Box No. 15

2 Dome Uncut Light Cover
Rings

Box No. 16

1 Standard Fan in Parts

Box No. 17

Pro Type # 1

Other Assets

- Airflow TA2 Anemometer
- Old prototype - 3 leg, axial fax, 700 high
- Final prototype #2 - single pole, 700 high
- Final prototype #3 - twin pole, 1700 high
- Final prototype #4 - twin pole, pendant
- Jigsaw - Black & Decker KS 533E
- Video Camera

PATENT

REEL: 010429 FRAME: 0995

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ANNEXURE "A"

09/38018195 JAN 1998

AusIndustry

Reference No: 19321/4/01
Your Reference: SP3:CD:B3

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Mr P R Vince
Ferrier Hodgson
Chartered Accountants
20 Mason St
Dandenong Vic 3175

9th Floor, 161 Collins Street
(GPO Box 85A)
Melbourne VIC 3001
Phone (03) 9268 7555
Fax (03) 9268 7599

Contact: Patrick Wilson
Tel: 9 268 7546

Dear Mr Vince

**Re: I.D.E.A. (Industrial Design & Engineering Associates) Pty Ltd
(In Liquidation) ("IDEA")**

Air Purification Lamp Project

I refer to your letter dated 1 December 1997.

I am pleased to advise that the Industry Research and Development Board has agreed to your request to transfer IDEA's interest in the Air Purification Project (Competitive Grant Agreement Number GRA 00033) to Glenda and Steven Joyce.

Please provide a copy of the transfer of intellectual property documentation on completion of the sale to the Joyces.

Yours sincerely



Ross Rennie
Deputy State Director

2 January 1998

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I.D.E.A (INDUSTRIAL DESIGN & ENGINEERING ASSOCIATES) PTY LTD
(IN LIQUIDATION) (ACN 007 384 401)
("Vendor")

- and -

STEVEN JOHN JOYCE and GLENDA JOYCE
("Purchaser")

SALE OF ASSETS
AGREEMENT

MACPHERSON & KELLEY
SOLICITORS

229 THOMAS STREET
DANDENONG VIC 3175
TEL: 9791 6444
FAX: 9791 8133
DX: 17501 DANDENONG
REF:PK:SMB:1905249

LEVEL 1, 535 BOURKE STREET
MELBOURNE VIC 3000
TEL: 9627 8888
FAX: 9614 0147
DX: 174 MELBOURNE