



RECORDATION I

PATEN

04-20-2000

DEPARTMENT OF COMMERCE
Patent and Trademark Office



101325448

Tab settings

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

1. Name of conveying party(ies):
Carglass Autoglass Holdings (Europe) B.V.

Additional names(s) of conveying party(ies) Yes No

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

Name: **Belron International Luxembourg Sarl**

Internal Address: **a company organized and existing under the laws of Luxembourg**

Street Address: _____

Luxembourg, Luxembourg

City: _____ State: _____ ZIP: _____

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

3. Nature of conveyance.

Assignment Merger

Security Agreement Change of Name

Other

Execution Date: **March 24, 1999**

4. Application number(s) or registration numbers(s):

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

A. Patent Application No.(s)

09/133,854 Filed: 08/14/1998
09/427,405 Filed: 10/25/1999

Additional numbers attached? Yes No

B. Patent No.(s)

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

Name: **Daniel H. Bliss**

Internal Address: **Bliss McGlynn, P.C.**

04/18/2000 JSHABAZZ 00000214 09133854
01 FC:581 80.00 DP

Street Address: **2075 West Big Beaver Road, Suite 600**

City: **Troy** State: **MI** ZIP: **48084**

6. Total number of applications and patents involved: **2**

7. Total fee (37 CFR 3.41):.....\$ **80.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

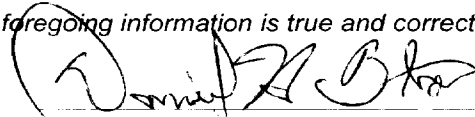
Authorized to be charged to deposit account

8. Deposit account number:

02-2712

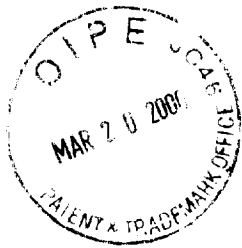
DO NOT USE THIS SPACE

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.

Daniel H. Bliss  **March 13, 2000**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **15**



DATED 24 MARCH, 1999

Between

CARGLASS AUTOGLASS HOLDINGS (EUROPE) B.V.

and

BELRON INTERNATIONAL LUXEMBOURG SARL

AGREEMENT OF ASSIGNMENT AND TRANSFER OF PATENTS

Baker & McKenzie/Caron & Stevens
Leidseplein 29
1017 PS Amsterdam
Tel: (31) 20-5517555
Fax: (31)20-6267949

PATENT
REEL: 010701 FRAME: 0054

THIS AGREEMENT is made on the 24th day of March, 1999

BETWEEN:

(1) **CARGLASS AUTOGLASS HOLDINGS (EUROPE) B.V.**, a company organized and existing under the laws of the Netherlands, with its registered seat at Amsterdam, the Netherlands (“Assignor”);

and

(2) **BELRON INTERNATIONAL LUXEMBOURG SARL**, a company organized and existing under the laws of Luxembourg, with its registered seat at Luxembourg, Luxembourg (“Assignee”).

WHEREAS:

- By agreement dated 24 March, 1999 Belron International N.V. assigned and transferred all patents as attached hereto in Annex 1 (“Patents”) to Belron International Properties N.V.
- By agreement dated 24 March, 1999 Belron International Properties N.V. assigned and transferred all Patents to Belron Financial Services Ireland Limited.
- By agreement dated 24 March, 1999 Belron Financial Services Ireland Limited assigned and transferred all Patents to Carglass Autoglass Holdings (Europe) B.V.
- The Assignor wishes to assign and transfer all Patents to the Assignee and the Assignee wishes to accept such assignment and transfer of the Patents from the Assignor.

- The transfer of the Patents from Assignor to Assignee is in consideration of the contribution by the Assignor of all its assets and liabilities to the Assignee in exchange for shares in the Assignee.

NOW THEREFORE PARTIES HAVE AGREED AS FOLLOWS:

CLAUSE 1. – ASSIGNMENT AND TRANSFER

The Assignor hereby irrevocably and unconditionally assigns and transfers to the Assignee all Patents in any jurisdiction whatsoever including all common law rights in connection therewith, and the Assignee hereby irrevocably and unconditionally accepts such assignment and transfer, and shall have the right to sue and obtain full and effective relief in respect of every act of infringement of the Patents occurring prior to the date of this Agreement.

CLAUSE 2. - REPRESENTATIONS AND WARRANTIES

The Assignor further represents and warrants to the Assignee that:

- (a) it is fully entitled to assign and transfer the Patents;
- (b) the Patents are duly registered or are in the process of being registered in the countries mentioned in Annex 1 and all costs, fees and expenses related to the registrations have been paid in full;
- (c) to the best of its knowledge, the use of the Patents in the countries mentioned in Annex 1 does not infringe upon any intellectual property rights and other rights of third parties;
- (d) to the best of its knowledge it has no pending, concluded or threatened litigation before any court of justice or any court of arbitration with regard to the Patents in any of the countries mentioned in Annex 1 exists; and

- (e) it shall not without the Assignee's consent use the Patents anywhere in the world, or infringe in any way the Patents after execution of this Agreement.

CLAUSE 3. - MISCELLANEOUS

- 3.1 Insofar any further action by the Assignor is required under any applicable law in order to fully effectuate the assignment and transfer of legal title to the Patents to the Assignee, the Assignor covenants that it will take such action and on first request of the Assignee execute all documents which might be necessary to secure full force and effect of the ownership of the Patents. Notwithstanding the foregoing, the Assignor here hereby grants and irrevocable power of attorney to the Assignee to take any such action on the Assignor's behalf and furthermore to do anything that might be required in connection thereto, all this with the full power of substitution.
- 3.2 This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Assignee.
- 3.3 This Agreement, together with Annex 1, represents the entire Agreement between the parties and supersedes any other previous agreements, whether written or oral, that may exist. This Agreement can only be amended in writing signed by parties.
- 3.4 In the event that any provision of this Agreement will be declared invalid or null and void, then such declaration shall not affect the validity of any other provision of this Agreement. The parties shall replace the invalid provision with another which is valid and binding in such a way that the new provision will differ as little as possible from the invalid provision taking into account the object and purpose of this Agreement.

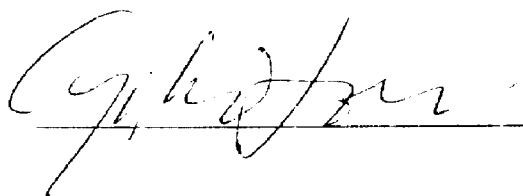
CLAUSE 4. - GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of the Netherlands and parties hereby agree that all actions or proceedings arising hereunder or in connection with this Agreement shall be brought in first instance before the competent court in Amsterdam, the Netherlands.

Thus agreed, in duplicate originals, and executed on this 24th day of March 1999.

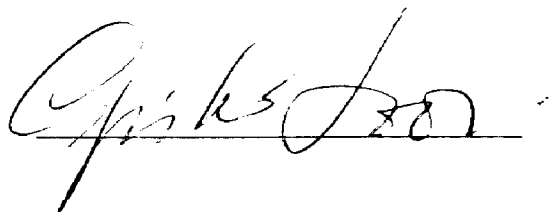
CARGLASS AUTOGLASS HOLDINGS (EUROPE) B.V.

By: G. Loos, Managing Director

A handwritten signature in cursive script, appearing to read 'G. Loos', written over a horizontal line.

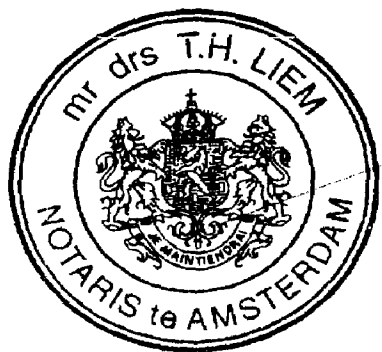
BELRON INTERNATIONAL LUXEMBOURG SARL

By: , Managing Director

A handwritten signature in cursive script, appearing to read 'Spiks', written over a horizontal line.

Seen for the legalisation of the signature of Mr. Gijsbert Loos, residing at Baarn, the Netherlands, born at Workum, the Netherlands, on February 15, 1942, by me, Tjien Hauw Liem, Esq., civil law notary in Amsterdam, the Netherlands. This statement explicitly contains no judgement as to the contents of this document.

Amsterdam, the Netherlands, March 29, 1999



ANNEX 1

PATENTS

-1-

Belron International N.V.
Schedule of Patents and Patent Applications

Windscreen Removal (1st Series)

<u>Territory</u>	<u>Effective Filing Date</u>	<u>Application No.</u>	<u>Grant Date</u>	<u>Grant No.</u>
Armenia	6.12.95	AM97052		
ARIPO	6.12.95	97/00995		
Argentina	7.12.95	950100482		
Australia	6.12.95	39911/95	1.6.98	687651
Barbados	6.12.95	81/453		
Bulgaria	6.12.95	101670		
Brazil	6.12.95	PI9510507-7		
Belarus	6.12.95	BY971236		
Canada	6.12.95	2181541		
Chile	7.12.95	1893-95		
China	6.12.95	95196674.X		
Czech Republic	6.12.95	PV1760-97		
Germany	6.12.95	19581860		
Estonia	6.12.95	P9700125		
European Patent Office	6.12.95	95938558.4		
Finland	6.12.95	972318		
United Kingdom	6.12.95	9711478.0	18.3.98	2311479
Georgia	6.12.95	2764		
Hungary	6.12.95	P9800090		
Indonesia	6.12.95	P-952608		
Israel	6.12.95	116268		
India	5.12.95	1580/Cal95		

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Iceland	6.12.95	4498		
Japan	6.12.95	8-517411		
Kyrgyzstan	6.12.95	KG970106.1		
DPR of Korea	6.12.95	97-0724		
Republic of Korea	6.12.95	1997-703791		
Kazakhstan	6.12.95	KZ971674.1		
Sri Lanka	6.12.95	11190		
Liberia	6.12.95	PCT/GB95/02847		
Republic of Moldova	6.12.95	970223		
Madagascar	6.12.95	97017		
Mongolia	6.12.95	2043	5.8.98	1376
Mexico	6.12.95	974214		
Malaysia	6.12.95	PI9503763		
Norway	6.12.95	P972567		
New Zealand	6.12.95	296186	8.4.98	296186
OAPI	6.12.95	70020	29.12.97	10425
Phillippines	7.12.95	51866		
Poland	6.12.95	P320878		
Romania	6.12.95	97-01033		
Russian Federation	6.12.95	97111864		
Singapore	6.12.95	9703324-5	18.1.99	44209
Slovak Republic	5.6.97	714/97		
Thailand	6.12.95	029092		
Tajikistan	6.12.95	97000476		
Turkmenistan	6.12.95	TM07/100532		
Turkey	7.12.95	95/1546		
Trinidad and Tobago	6.12.95	970053	3.6.97	9700573
USA	14.8.98	09/133854		

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Ukraine	6.12.95	UA97063090/M		
Uzbekistan	6.12.95	UZHAP9700573.2		
Viet Nam	6.12.95	S19970485		
South Africa	6.12.95	95/10355	28.8.96	95/10355
Zimbabwe	7.12.95	167/95	24.1.97	167/95

Windscreen Removal (Flashlamp/QCW)

<u>Territory</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Grant Date</u>	<u>Grant No.</u>
United Kingdom	11.8.98	9817441.0		
European Patent Office	21.10.98	98203561.0		
Japan	2.11.98	10-312604		
Taiwan	11.9.98	87115224		
USA	2.11.98	09/184186		

Windscreen Repair

<u>Territory</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Grant Date</u>	<u>Grant No.</u>
South Africa	23.04.97	97/3486	27.10.97	97/3486
Zimbabwe	23.04.97	28/97	12.6.98	28/97

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Ultrasound Crack Repair

<u>Territory</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Grant Date</u>	<u>Grant No.</u>
United Kingdom	23.12.98	9828276.7		
Taiwan	23.02.99	88102691		

Microwave Bond Curing

<u>Territory</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Grant Date</u>	<u>Grant No.</u>
United Kingdom	23.1.99	9901387.2		

1999

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SYNVESTEDT & LECHNER

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P.02/03

FILE	CNTRY	ATTYS	INVENTOR	SERIAL #	FILING DATE	PATENT/REG #	ISSUE DATE	CLIENT	CLIENT REF #	STATUS	LOC
SRN10BR1	3/19/99		BEIRON PATENT CASES								
BRH											
P21099	ATR	GMH	MATLES REPAIR OF SHATTERPROOF GLASS	89 901432.8	6/29/88	E 115468	12/14/94	BEIRO PCT/EPO		Active	M
P21099	BEI	GMH	MATLES REPAIR OF SHATTERPROOF GLASS	89 901432.8	6/29/88	398907	12/14/94	BEIRO PCT/EPO		Active	M
P21099	GMH	GMH	MATLES REPAIR OF SHATTERPROOF GLASS	576084	8/30/88	1302697	6/09/92	BEIRO		Active	M
P21099	EPO	GMH	MATLES REPAIR OF SHATTERPROOF GLASS	89 901432.8	6/29/88	398907	12/14/94	BEIRO PCT/US88/02221		Complete	M
P21099	PIN	GMH	MATLES REPAIR OF SHATTERPROOF GLASS	90 2879	6/29/88			BEIRO PCT/US88/02221		Active	N
P21099	FRA	GMH	MATLES REPAIR OF SHATTERPROOF GLASS	89 901432.8	6/29/88	398907	12/14/94	BEIRO PCT/EPO		Active	N
P21099	GRR	GMH	MATLES REPAIR OF SHATTERPROOF GLASS	89 901432.8	6/29/88	P 3852499.6	12/14/94	BEIRO EPO		Active	N
P21099	GRB	GMH	MATLES REPAIR OF SHATTERPROOF GLASS	89 901432.8	6/29/88	398907	12/14/94	BEIRO PCT/EPO		Active	NP
P21099	WOL	GMH	MATLES REPAIR OF SHATTERPROOF GLASS	89 901432.8	6/29/88	398907	12/14/94	BEIRO PCT/EPO		Active	M
P21099	ITL	GMH	MATLES REPAIR OF SHATTERPROOF GLASS	89 901432.8	6/29/88	398907	12/14/94	BEIRO PCT/EPO		Active	M
P21099	JAP	GMH	MATLES REPAIR OF SHATTERPROOF GLASS	01 501795	6/29/88	2620227		BEIRO PCT/US88/2221		Active	K
P21099	PCT	GMH	MATLES REPAIR OF SHATTERPROOF GLASS	88 2221	6/29/88			BEIRO		Complete	M
P21099	STZ	GMH	MATLES REPAIR OF SHATTERPROOF GLASS	89 901432.8	6/29/88	398907	12/14/94	BEIRO PCT/EPO		Active	K
P21099	SND	GMH	MATLES REPAIR OF SHATTERPROOF GLASS	89 901432.8	6/29/88	398907	12/14/94	BEIRO PCT/EPO		Active	M
P21099	USA	GMH	MATLES REPAIR OF SHATTERPROOF GLASS	07 153784	2/08/88	4826413	5/02/89	BEIRO		Active	K
P21158	GMH	GMH	MATLES REPAIR OF SHATTERPROOF GLASS	395646	2/05/82	1170015	7/03/84	BEIRO		Active	M
P21795	GRB	GMH	DAMAGE REPAIR	96 8363.9	4/23/96			BEIRO FILED BY CLIENT		Active	K
P21795	PCT	GMH	DAMAGE REPAIR	97 1124	4/23/97			BEIRO GB97/01124		Active	M

TOTAL CASES PRINTED - 18

SORTED BY: FILE NUMBER PAGE: 1

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COUNTRY CODE KEY

- ATR = AUSTRIA
- BEL = BELGIUM
- CAN = CANADA
- EPO = EUROPEAN PATENT OFFICE
- FIN = FINLAND
- FRA = FRANCE
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- GRB = UNITED KINGDOM
- HOL = HOLLAND
- ITL = ITALY
- JAP = JAPAN
- PCT = PATENT COOPERATION TREATY
- STZ = SWITZERLAND
- SWD = SWEDEN
- USA = UNITED STATES

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AutoglassLtd TKO

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Patent Application:

Windscreen Lifting Device:

Australia : Application nos. PO2593 dated 25.09.1996 and PO5833 dated 24.03.1997

International : PCT/AU/97/00644 dated 24.09.1997