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OPR/FINANCE **RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
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Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date
Month Day Year

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

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City State/Country Zip Code

Domestic Representative Name and Address

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Name

Address (line 1)

Address (line 2)

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT

REEL: 010701 FRAME: 0398

Correspondent Name and Address

Area Code and Telephone Number

(719) 372-6812

Name William R. Hyde

Address (line 1) 1833 10th Street

Address (line 2) Penrose, CO 81240

Address (line 3)

Address (line 4)

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

9

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

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)

09170432

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

Patent Cooperation Treaty (PCT)

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

PCT

PCT

PCT

PCT

PCT

PCT

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.

William R. Hyde

Name of Person Signing

William R. Hyde

Signature

USPTO # 35,201

MAR. 23, 2000

Date

Applicant: Peter Burnell-Jones
Application No.: 09/170,432
Filed: 10/13/1998
Title: LUMINESCENT GEL COATS
AND MOLDABLE RESINS

Office of the Solicitor
Box 8
Commissioner of Patents and Trademarks
Washington, DC 20231

DESIGNATION OF DOMESTIC REPRESENTATIVE BY FOREIGN ASSIGNEE

Dear Sir or Ma'am:

By this document assignee OZEWAVE AUSTRALIA PTY LTD designates the following person at the following address to be the domestic representative upon whom may be served process or notice of proceedings affecting the application, patent or registration or rights thereunder:

William R. Hyde
Patent Attorney and Attorney at Law
1833 10th Street
Penrose, Colorado 81240
719-372-6812

OZEWAVE AUSTRALIA PTY LTD is assignee of the above identified application.
Thank you for your assistance in this matter.

Respectfully submitted,

Date: 1/3/00



Regan Bloss, Chairman of The Board of
Directors
OZEWAVE AUSTRALIA PTY LTD
1/222 Clarence Street
Sydney
New South Wales, Australia



APOSTILLE
(Convention de La Haye du 5 octobre 1961)

1. Country: Australia
This public document
2. has been signed by ANTHONY JOHN TORBEY
3. acting in the capacity of NOTARY PUBLIC
4. bears the seal of ANTHONY JOHN TORBEY NOTARY PUBLIC
QUEENSLAND
5. Certified at BRISBANE
6. the 29th FEBRUARY 2000
7. by KATE RIGDEN CHARLTON
8. No. B2800
9. Seal/Stamp:
10. Signature



Kate Rigden Charlton

PBJ SM
Dated this 14th day of ~~December~~ January 2000, 1999

between PETER BURNELL-JONES
and ORION 21AD PTY LTD
(ACN 075 937 316)

ALLUMAGEL ASSIGNMENT AGREEMENT

Philip Mendes
Level 3
380 Queen Street
BRISBANE Q 4001

Tel: 07.32119033
Fax: 07.32119025
Email: p.mendes@jeeves.com.au

Messrs KENNY & CO
Solicitors
Level 3
102 Adelaide Street
BRISBANE QLD 4000

Tel: (07) 3221 7499
Fax: (07) 3221 7371
Email: john@entrelaw.com

F, Anthony John Torbey
certify this to a true
copy of the Original Agreement
dated 14th January 2000.


25/2/2000.

0503
140100

PATENT
REEL: 010701 FRAME: 0402

PBJ Jm K

This ROLLOVER AGREEMENT is made this 14th day of ~~December, 1999~~ January 2000

between PETER BURNELL-JONES of 82 Bateke Road, Tamborine Mountain in the State of Queensland ("Assignor") of the first part

and ORION 21AD PTY LTD (ACN 075 937 316) of 3/9 Greg Chappell Drive, Burleigh Gardens in the said State ("Orion") of the second part

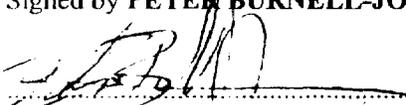
WHEREAS

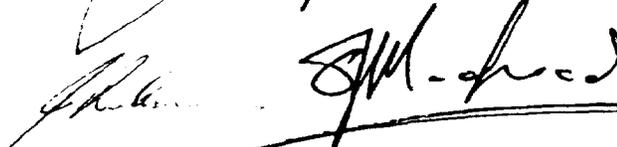
- A. The Assignor is the true and first inventor of the Product and the owner of the Intellectual Property.
- B. The Trust was originally issued with the Initial Allotment in Orion. The Assignor is a director of Orion and has developed the Intellectual Property. Since the Initial Allotment, the Assignor has sold part of his shareholding, the proceeds of which were advanced by the Assignor to Orion by way of Loan to Orion, some of which funds have been repaid by Orion. The balance of the advance by the Assignor will be repaid upon a profit being generated by Orion. The Trust now holds 210,000 ordinary shares in Orion.
- C. The Assignor has made the American Application, which is the subject of the Statutory Declaration and has been assigned to Orion.
- D. On the condition that the Assignor and subsequently, Orion, owned the Intellectual Property, other shareholders have invested in Orion.
- E. This Deed confirms that the parties intended that in consideration of the Initial Allotment, the Assignor assign the beneficial ownership in the American Application and the Intellectual Property to Orion with effect from 10 December, 1999 and that the legal ownership in the American Application and the Intellectual Property be assigned to Orion on the date of execution of this Agreement.
- F. In respect of this Agreement, Kenny & Co, Solicitors, act for Orion on legal matters and Messrs Pritchard Seymour, Chartered Accountants, of Sydney act for Orion on revenue matters. The Assignor has been afforded the opportunity to obtain independent professional advice from Philip Mendes, Solicitor.
- G. The parties wish to record their agreement herein.

NOW THIS AGREEMENT WITNESSES that in consideration for the Initial Allotment, the Assignor assigns and sets over free of all encumbrances, liens and adverse interests whatsoever to Orion absolutely to hold all the exclusive right, title and interest in and to the Intellectual Property and all rights of action, powers, immunities, goodwill and benefits belonging or accrued in any way whatsoever thereto the completion of which assignment will occur in accordance with clause 1 hereafter TO THE INTENT that the General Conditions and Schedules shall be read in conjunction with and as part of this Agreement.

EXECUTED AS AN AGREEMENT on the date referred to above.

Signed by PETER BURNELL-JONES in the presence of:)


Witness

Signed by JOHN RUSSELL ROBINSON and MICHAEL SEYMOUR on and on behalf of ORION 21AD PTY LTD (ACN 075 937 316) in the presence of:)

.....
Witness

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GENERAL CONDITIONS

1 COMPLETION

1.1 The unencumbered title to the Intellectual Property shall pass from the Assignors to the Assignee:

- in respect of the beneficial ownership with effect from ~~10 December, 1996~~; and
- in respect of the legal ownership on the date of execution of this Agreement.

13 November 1998 PBJ
SM

2 WARRANTIES AND COVENANTS - Intellectual Property

2.1 The covenants and warranties of the Assignor contained herein, shall not merge in nor be extinguished, but shall be and remain in full force and effect until satisfied as discharged in accordance with the terms of this Agreement.

2.2 Warranties

The Assignor hereby expressly warrants to Orion in respect of those matters that are within the Assignor's knowledge that:-

- (a) the Assignor is solely, absolutely and beneficially entitled to the Intellectual Property which currently exists or which it will develop and to all rights pertaining thereto free of any form of encumbrance whatsoever;
- (b) the Assignor has full power and authority to make the Assignment;
- (c) the Assignor has not knowingly done or omitted to do or permitted any other to do or omit to do any act or thing whatsoever whereby the Intellectual Property may be invalidated or whereby its title thereto may be encumbered or otherwise prejudicially affected or by which the due performance of this Agreement shall be hindered or prevented in any way whatsoever;
- (d) the Assignor has not disclosed and will not disclose the Technical Information to any person other than to persons with whom it was in negotiation for the purpose of commercialising the Intellectual Property;
- (e) there is no claim or suit or litigation pending concerning or purporting to affect adversely the Intellectual Property;
- (f) each and every concept which is essential to the operation and commercialisation of the Product has been included in the Intellectual Property; and
- (g) the Assignor is not aware of any contrary application by any person not a party to this Agreement for the Intellectual Property anywhere in the World.

This and the following 5 pages are the general conditions and schedules referred to in the Allumagel Assignment Agreement between Peter Burnell-Jones and Orion 21AD Pty Ltd (ACN 075 937 316) and dated this 14th day of ~~December, 1999~~ January 2000

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2.3 Covenants

The Assignor hereby expressly undertakes to Orion at the cost and expense of Orion to:-

- (a) at any time hereafter at the request of Orion to sign any document and use their best endeavours to more completely assure and confirm the Assignment and shall permit Orion to amend any subsequent applications in respect of the Intellectual Property without any consent of or reference to the Assignor where such amendment is necessary at the discretion of Orion to obtain a grant (where necessary or appropriate in the circumstances) of Intellectual Property from any relevant statutory authority; and in the event that the Assignor is either unwilling or unable to comply with this sub-clause within fourteen (14) days of his receipt of a written request by Orion, the Assignor hereby irrevocably appoints the Secretary of Orion in any part of the World in respect of those activities envisaged by this sub-clause 2.3 the attorney of the Assignor for the purpose of Orion having the full use, benefit and protection of the Intellectual Property; and the Assignor hereby agrees to ratify and confirm all and whatsoever the attorney or his substitute shall lawfully do or cause to be done by virtue of the Power of Attorney contained in this clause and the Assignor authorises the Attorney to register this Power of Attorney at any place;
- (b) allow Orion at all times hereafter to enjoy the full sole and absolute benefit of the Intellectual Property wherever granted throughout the World without interruption, disturbance or interference from or by any person claiming through, under, in right of or in trust for the Assignor;
- (c) refrain without the written consent of Orion, from disclosing to any person the nature of the Intellectual Property;
- (d) during the Term, where the Assignor becomes aware of any exploitation of the Intellectual Property by any other person in contravention of this Agreement, notify Orion forthwith and thereafter to co-operate in every way whatsoever with Orion in the event that Orion commences any action against any other person as Orion may deem expedient to protect its rights under this Agreement.

2.4 Developments

- (a) In the event that during the Term the Assignor shall develop, make or acquire any Improvements anywhere in the World, the Assignor hereby expressly undertakes to notify Orion forthwith and describe the nature of the same PROVIDED ALWAYS that the Assignor hereby expressly undertakes to do all things as may be necessary or appropriate in the opinion of Orion to vest absolutely in or transfer to Orion or its nominee any Future Rights available in respect of the Improvements.
- (b) In the event that an Improvement is not capable of protection by Future Rights, both Orion and the Assignor hereby expressly agrees to treat the Improvements as confidential and secret and hereby expressly undertake to refrain from:-

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- (i) disclosing to any person the nature of the Improvement or any documents or other information acquired by Orion or the Assignor in the course of the Assignor creating the Improvements;
- (ii) using any document or such information for any purpose other than the ongoing commercialisation of the Intellectual Property by Orion.

2.5 Provision of Technical Information

As is appropriate and/or when so requested by Orion during the Term, the Assignor hereby expressly undertakes to effectively communicate to Orion and/or its nominees the Technical Information.

3 CONFIDENTIALITY

3.1 The Assignor hereby expressly agrees that the Technical Information and Material exchanged by and between the Assignor and Orion in respect of the Product and the Intellectual Property shall be deemed confidential ("confidential information") and the sole property of Orion and shall not be thereafter divulged to persons not a party to this Agreement.

4 NO REPRESENTATIONS

4.1 Orion acknowledges that no representations in connection with the Assignment have been made by the Assignor other than as are set forth in this Agreement.

5 INTERPRETATION

5.1 Unless the context otherwise requires, the following terms should have the meanings ascribed to them:-

American Application	that US Patent Application no. 09/170432 initially lodged by the Assignor and assigned to Orion on or about 10 December 1996; 3 November 1998
Assignment	the assignment of the Intellectual Property from the Assignor to Orion pursuant to this Agreement;
Copyright	those rights of copyright under the Commonwealth Copyright Act in respect of the Material and other rights of copyright throughout the World;
this Agreement	this Intellectual Property Assignment Agreement and amendments hereto and any other instrument expressed to be supplemental to this Agreement and all amendments thereto;
Future Rights	jointly and severally all those rights (statutory and otherwise) comprised in Technical Information and the definition of Patent Rights, Trade Mark Rights or Copyright and which may be granted

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or acquired in any way whatsoever in relation to the Product and which shall be developed by the Assignor during the Term;

Improvements

any method or approach which can be adapted to the Product which would make it cheaper, more effective, in any way easier to access or more useful or valuable, in any way preferable as a commercial article, system or process in any part of the World and which has been developed or acquired by or on behalf of Orion or the Assignor;

Initial Allotment

that number of shares in Orion originally allocated to the Trust;

Intellectual Property

jointly and severally the Future Rights, Patent Rights, Copyright, Trade Mark Rights and the Technical Information;

Loan

those funds advanced by the Assignor to Orion from the proceeds of the Assignor's sale of 147,000 ordinary shares of the Initial Allotment, which funds are to be repaid only once a profit is generated by Orion;

Material

jointly and severally those client lists, formulae, notes, correspondence, drawings and other written material or software associated with the Product and being the property of the Assignor;

Patent Rights

all rights comprised in the USA patent no. 09/170432 for luminescent gel coats and moldable resins, lodged on 13 October 1998, along with any rights within the definition of Letters Patent in the Patents Act of the Commonwealth of Australia in respect of the Product in any or all such rights and obligations in respect of Letters Patent as may hereafter be confirmed in any part of the World;

Person

includes a trust, firm and/or company;

Product

a luminescent gel coating and moldable resin, known as "Allumagel", together with all industrial and commercial applications for the product, including within the aerospace, safety, marine and signage industries and any Improvements;

Statutory Declaration

that statutory declaration signed by Peter Burnell Jones confirming that the patent rights with respect to the Product were assigned to Orion upon lodgement of the American Application, dated on or about 10 December 1996;

Technical Information

all that information, advice and knowhow of a proprietary nature owned by the Assignor or Orion in relation to the Product;

Term

the period of time from execution of this Agreement until the relevant Assignor ceases to:-

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- (a) be a shareholder in Orion; or
- (b) have a beneficial interest in the shares in Orion;

Trade Mark Rights those rights in the US Trade Mark Application for the name "Allumagel", along with all those rights in the trade nominations of Orion and such other names and symbols hereinafter developed or acquired by the Assignor or Orion which might describe the Product or the operations of Orion and capable of protection under the Trademark Act (as amended) and the Trade Mark Regulations of the Commonwealth of Australia and by other laws throughout the World, the Business Names Act or the Corporations Law;

Trust Burnell Jones Pty Ltd as trustee for the Burnell Jones Family Trust;

World jointly and severally all territories and countries of the World including the Commonwealth of Australia.

- 5.2 Words denoting the singular number shall include the plural and vice versa and words denoting any gender shall include every gender.
- 5.3 Any reference whatsoever in this Agreement to any Act, or any section of any Act of Parliament or Government or any ancillary Statutory Regulation whether in Australia or elsewhere, shall be read as though the words "or any effectual modification or re-enactment thereof" were added to such reference.



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SCHEDULE 1

1. NOTICES

- 1.1 Any notice, communication or other document authorised or required to be given or served pursuant to this Agreement ("communication") shall unless otherwise specifically provided by this Agreement, be in writing addressed as follows to the relevant party at the address first hereinbefore written or at such other address as the relevant addressee may hereafter specify for such purpose to other parties hereto by notice in writing.
- 1.2 A written communication includes a communication by facsimile transmission. The issuer of any communication by facsimile transmission shall forthwith confirm the same by letter but the failure by the addressee to receive such letter shall not prejudice the validity or effect of such facsimile communication.
- 1.3 A communication shall be signed by the party originating the communication or by a director, secretary or officer of the Assignor or Orion as the case may be.

2. FURTHER ASSISTANCE

- 2.1 Each party hereto agrees with the other that it will at all times and from time to time hereafter do and perform all such further acts, matters and things and execute and deliver all such further deeds, documents and instruments as shall be necessary or requisite in order fully to perform, give effect to and carry out the provisions of this Agreement.

3. MISCELLANEOUS

- 3.1 This Agreement and the construction and interpretation thereof shall be governed by the laws of the State of Queensland.
- 3.2 Any reference herein to times or dates are references to those times and dates in Brisbane, Queensland, notwithstanding that the action required on or by those times and dates is to take place elsewhere.
- 3.3 The headings herein are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 3.4 This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors and assigns, provided that no party shall assign any of its rights or privileges hereunder without the prior written consent of the others.
- 3.5 This Agreement shall supersede all prior agreements with respect to the transactions contemplated herein and therein.
- 3.6 No failure to exercise and no delay in exercising on the part of any of the parties hereto of any right, power or privilege shall be deemed a waiver by such party of any subsequent right, power or privilege whether of a like nature or otherwise. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 3.7 In the event of any provision, or part thereof, of this Agreement being determined or held to be unenforceable or invalid, such clause or provision, or part thereof, shall be severed herefrom without affecting the enforceability or validity of any other provisions and clauses hereof unless such severance would substantially alter the commercial efficacy and intent of the remaining provisions of this Agreement.