05-02-2000

RE



101343635 PATENTS UNL x

U.S. Department of Commerce Patent and Trademark Office

> 3794-1 Our Ref.: 52-323

Commissioner of Patents and Trademarks Box Assignment, Washington, D.C. 20231 To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): T&N Limited TBA Industrial Products Name: Highmark Manufacturing Company Limited Limited Internal Address: mlo Street Address: 2 Moybrick Road 4.14.00 Additional name/s of conveying party/ies attached? City: Dromera, County Down 3. Nature of conveyance: State/Country: Northern Ireland ■ Assignment Merger Zip: BT25 2BT Security Assignment ☐ Change of Name Other Additional name/s & address/es attached? Yes No December 9, 1999 **Execution Date:** 4. Application number(s) or patent 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). ((1) 5,756,922 (2) (1)(2) (3) (3) Additional numbers attached Yes No 6. Total number of applications & patents involved: 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41) 40.00 Name: Michael J. Keenan Authorized to be charged to deposit account #14-1 140 Internal Address: 8. The Commissioner is hereby authorized to charge any Street Address: Nixon & Vanderhye P.C. deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter 1100 North Glebe Road 8th Floor filed in this application by this firm) to our Account No. 14-1140. 22201 City: Arlington State: DO NOT USE THIS SPACE FC:581 9. Statements 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. April 14, 2000 Michael J. Keenan Date Name of Person Signing Reg. No. 32,106

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

PATENT

419089

[7]

REEL: 010731 FRAME: 0531

THIS ASSIGNMENT is made on December 9. One Thousand Nine Hundred and Ninety-Nine BETWEEN:

- 1. Tan LIMITED (Registered No. 163992) whose registered office is at Manchester International Office Centre, Styal Road, Manchester, M22 5TN ("T&N")
- 2. TBA INDUSTRIAL PRODUCTS LIMITED (Registered No. 166685) whose registered office is at 20 St Mary's Parsonage, Manchester, M3 2NL ("TBA") (together with the "Assignors"); and
- 3. HIGHMARK MANUFACTURING COMPANY LIMITED (Registered No. 18067) whose registered office is at 2 Moybrick Road, Dromara, County Down BT25 2BT, Northern Ireland (the "Assignee").

WHEREAS

- (A) TBA is the legal co-owner and joint applicant for a Patent (the "Patent Application") short particulars of which are set out in the Schedule I to this Assignment.
- (B) TBA is the legal co-owner and registered joint proprietor of the Patents (the "Patents") short details of which are set out in the Schedule II to this Assignment.
- (C) TBA have a joint share in the Patents and in the Patent Application with MARTIN PAUL FULLER, a British subject of 9 Kirkwood Drive, Cookridge, Leeds, West Yorkshire, United Kingdom.
- (D) TBA is a wholly owned subsidiary of T&N the beneficial owner of the Patents and the Patent Application.
- (E) T&N is the beneficial owner of the TBA share of Patents and Patent Application.
- (F) By a Principal Agreement dated November 6, 1998 between T&N, TBA and the Assignee T&N agreed to transfer the business of T&N, its Intellectual Property Rights, including the said Patents and Patent Application, to the Assignee.
- (G) In pursuance of the aforesaid Agreement, the Assignors have



agreed to formally assign their share of the Patents and the Patent Application to the Assignee and do so with the full consent and agreement of the joint proprietor and joint applicant MARTIN PAUL FULLER.

NOW THIS DEED WITNESSES as follows:-

1. ASSIGNMENT

- 1.1 TBA as legal owner and T&N as beneficial owner hereby assign to the Assignee with limited title guarantee:-
 - 1.1.1 such rights, title and interest in and to the Patents and Patent Application as they may have; and
 - such rights and powers as they may have arising 1.1.2 or accrued therefrom (whether under statute or common law) including the right to sue for damages and other remedies in respect of any infringement of the Assignors' rights in or in respect of the Patents occurring prior to the date hereof and to retain any and all sums obtained through such actions and the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the inventions in the Patents including any rights to claim priority therefrom to the intent that the grant of any patent or similar protection shall be in the name of and vest in the Assignee.
- 1.2 The Assignors hereby covenant that they will execute all documents, forms and authorisations and do all things and will cause all necessary declarations and oaths to be made which may be reasonably necessary for securing completing or vesting absolutely in the Assignee all the Assignors' right title and interest in the Patents and for conferring on the Assignee all rights of action in respect of any claim for infringement of the Patents of any king by any third parties at the Assignee's request and expense.

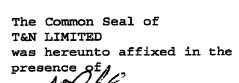
2. LAW AND JURISDICTION

- 2.1 This Assignment shall be governed by and construed in accordance with the laws of England.
- 2.2 The parties hereby submit to the exclusive jurisdiction of the High Court of England in relation to any dispute or claim arising out of, or in connection with, this Assignment.

3. LIABILITY

The liabilities and obligations of the Assignors hereunder are joint and several.

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.



The Common Seal of
TBA INDUSTRIAL PRODUCTS LIMITED
was hereunto affixed in the
presence of

The Common Seal of HIGHMARK MANUFACTURING COMPANY LIMITED was hereunto affixed in the

presence of

I hereby consent to this Assignment

MARTIN PAUL FULLER



COUNTRY	PATENT APPLICATION NO.	COUNTRY PATENT APPLICATION NO. PATENT PUBLICATION NO. DATE	DATE	TITLE
Europe	95925923.5	BP 772,759	19.7.95	19.7.95 Improvements in and relating to textile products

RECORDED: 04/14/2000