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REEL: 011163 FRAME: 0308

Correspondent Name and Address

Area Code and Telephone Number (617) 248-7000

Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

Pages Enter the total number of pages of the attached conveyance document including any attachments. 3

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)

Table with 6 columns for application and patent numbers. First cell contains 09/284,336.

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned. 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: Enclosed [x] Deposit Account []

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account) Deposit Account Number # 20-0531

Authorization to charge additional fees: Yes [x] 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.

John D. Lanza, Reg. No. 40,060 Name of Person Signing

Signature (Handwritten signature)

Sept. 26, 2000 Date

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ACKNOWLEDGEMENT

THIS DEED OF ACKNOWLEDGEMENT is made this *19th* day of *November* 1999.

BETWEEN **DICKORY RUDDUCK**, of 81 Castle Circuit, Seaforth, New South Wales, 2093, Australia ('Rudduck') of the One Part,

AND: **INTELLECTUAL EXCHANGE PTY LIMITED**, ACN 073 095 557, of Suite 9, 189 Kent Street, Sydney, New South Wales, 2000, Australia ('Owner') of the Other Part

WHEREAS

- A. Rudduck is the inventor of inventions relating to building or construction (the 'Inventions') and the Applicant for patent in respect of thereof (the 'Patent Applications'), as identified in Schedule 1 hereto.
- B. Rudduck is the legal owner and registered proprietor of the trade mark **FUTURE WALL** (the 'Trade Mark', registered under No.719499 (the 'Trade Mark Registration'), as identified in Schedule 2 hereto.
- C. The Owner has funded the development expenditure with respect to the inventions and is and always has been the beneficial owner of the Inventions, Patent Applications, Trade Mark and Trade Mark Registration and other Intellectual Property.
- D. Rudduck acknowledges that the Owner is entitled to be recognised as the owner of all rights, title and interest in the Inventions, the Patent Applications, the Trade Mark and the Trade Mark Registration (together, 'the Intellectual Property').
- E. The Deed is entered into by the parties to confirm and acknowledge that the Owner the beneficial owner of the Intellectual Property.

NOW THIS DEED WITNESSETH that in consideration of the premises:

- 1. Rudduck hereby confirms to the Owner that Rudduck holds, all right, title and interest in and to the Intellectual Property and all patents, design patent, utility models, design registrations and trade mark registrations based thereon including:
 - (1) all right, entitlement and power to make any application for letters patent, design patent, utility model, registered design, registered trade mark or any other form of protection in respect of the Intellectual Property, to the benefit of the Owner, in any country;
 - (2) all right, title and interest in and to any letters patent, design patent, utility model, registered design, trade mark registration, or any other form of protection granted as a result of any application referred to in (1) above;
 - (3) the right to claim priority of any of the Intellectual Property in any country;

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- (4) all right, title and interest in and to any copyright owned by Rudduck in respect of any literary work or drawings relating to the Intellectual Property, together with the right, entitlement and power to apply for registration of copyright, design, design patent or like protection, to the benefit of the Owner in any country;
- (5) all right, title and interest in and to any registration of copyright, design, design patent or like protection granted as a result of any application referred to in (4) above; and
- (6) the right to sue in respect of any infringement of such copyright which may have occurred before the date of this Deed,

for and on behalf of the Owner.

2. Rudduck agrees, at the expense of the Owner, to sign, execute and deliver all documents, forms and papers reasonably required to be produced or obtained by the Owner in connection with any of the matters referred to in Clause 1 above.

3. Rudduck does not warrant that:

- (1) a patent or design registration or trade mark registration will be granted in respect of any item of the Intellectual Property;
- (2) any patent, design patent, design registration or trade mark registration granted for the Intellectual Property is valid; or
- (3) the exercise of the rights granted herein will not infringe any rights held by a third party.

Schedule 1

Country:	Application Number	Title:	Date:
Brazil	P19712290-4	Building Elements	10 October 1997
Canada	2268410	Building Elements	10 October 1997
China	97198707.6	Building Elements	10 October 1997
Europe	97943663.1	Building Elements	10 October 1997
India	1904CAL97	Building Elements	10 October 1997
Indonesia	W990307	Building Elements	10 October 1997
Mexico	99/03383	Building Elements	10 October 1997
New Zealand	335529	Building Elements	10 October 1997
Singapore	9901529-9	Building Elements	10 October 1997
South Korea	1999-7003182	Building Elements	10 October 1997
USA	09/284336	Building Elements	17 June 1999

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Australia	45432/97	Building Elements	10 October 1997
International	PCT/AU99/00185	Fixing and Release Systems	18 March 1999
International	PCT/AU99/00489	Webbed Elements	17 June 1999
International	PCT/AU99/00490	Fixing of Building Elements	17 June 1999
International	PCT/AU99/00491	Improved Stud	17 June 1999
International	To be advised	Reinforced Building Elements	8 September 1999
Australia	PP5757 (lapsed)	Joining Panels	8 September 1998
Australia	PP5756 (lapsed)	Improved Stud System	8 September 1998

Schedule 2

Trade Mark:	FUTURE WALL
Registration Number:	719499
Date:	11 October 1996
Classes:	6, 19, 20, 37, 42

IN WITNESS WHEREOF the parties hereto have executed these presents the day and the year first above written.

SIGNED SEALED and DELIVERED)
 by DICKORY RUDDUCK)
 in the presence of:)

Dickory Rudduck
 Signature

19/10/99
 Date

Witness:

Name _____)
 The common seal of)
 INTELLECTUAL EXCHANGE PTY)
 LIMITED was hereunto affixed in)
 the presence of:)

Dickory Rudduck
 Signature

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