

05-01-2001



101695576

ENT RECORDATION FORM COVER SHEET

Patents and Trademarks: Please record the attached original documents or copy thereof.

Electrical Control Systems Pty. Ltd.

4.7301

Additional name(s) of conveying party(ies) attached?

[] Yes [X] No

3. Nature of Conveyance:

[X] Assignment [] Merger
 [] Security Agreement [] Change of Name
 [] Other _____

Execution Date: September 7, 1998

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

Name: H & C T Vullers Pty. Ltd.Street Address: 66 Woodlands DriveCity: Thornlands 4164 Country: Australia

Additional Name(s) & Address(es) attached?

[] Yes [X] No

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: _____, 20____.

A. Patent Application No.(s)

B. Patent No.:

U.S. Patent No. 5,735,061Issued on April 7, 1998

Additional numbers attached? [] Yes [X] No

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

Name: DeLIO & PETERSON, LLC
 Street Address: 121 Whitney Avenue
 City: New Haven State: CT
 Zip Code: 06510-1241

6. Total number of applications and patents involved:.....[1]7. Total Fee (37 CFR 3.41) \$ 40.00

[X] Enclosed
 [] Authorized to be charged to Deposit Account number below

8. [X] Authorized to charge Deposit Account Number 04-0566 for any over or under payment

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.

Peter W. Peterson

Name of Person Signing

Signature

Date

Reg. No. 31,867Total number of pages including cover sheet, attachments, and document: [7]

I hereby certify that this correspondence is being deposited with the United States Postal Service on the date indicated below as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Name: Kara LaudanoDate: April 16, 2001Signature: Kara Laudano

THIS DEED is made the 7th day of September 1998

BETWEEN: **ELECTRICAL CONTROL SYSTEMS PTY LTD ACN 010 406 783**
a company duly incorporated and having its registered office at 66 Woodlands Drive, Thornlands in the State of Queensland (the "Assignor")

AND: **H & C T VULLERS PTY LTD ACN 990 729 677**
a company duly incorporated and having its registered office at c/- Frederiks & Associates, 66 woodlands Drive, Thornlands in the State of Queensland (the "Assignee")

RECITALS:

- A. The Assignor has been granted the Letters Patent in Australia and the United States of America.
- B. The Assignor has pending patent applications in Canada, Europe and Japan.
- C. The Assignor has agreed to assign, transfer and set over to the Assignee all its right, title and interest in and to the patents and the pending patent applications.

NOW THIS DEED WITNESSES as follows:

- 1. (1) In this Deed the following definitions shall apply:

'The patents' means the patents and patent applications particularised in Schedule 1;

'The territory' means Australia, United States of America, Canada, Japan and Europe.
- (2) A reference to persons shall include corporations; words including singular number shall include plural number and vice versa; words including a gender shall include all other genders.
- (3) A reference in this Deed to a statute or a section of a statute includes all amendments to that statute or section passed in substitution for the statute or section referred to or incorporating any of its provisions.

2. As consideration for the payment by the Assignee to the Assignor of the sum of \$10,000 (the receipt of which is hereby acknowledged) the Assignor as beneficial owner assigns to the Assignee:
 - (1) all the benefit of the patents and all rights arising from them together with;
 - (2) all know-how and technical information relating to the patents;and all rights, powers, liberties, and immunities arising or to arise from the patents.
3. The Assignor undertakes at the expense of the Assignee to do all acts and execute all documents necessary or desirable for effecting the title of the Assignee to the patents and in case of default the Assignor hereby appoints the Assignee as his attorney for such purpose.
4. All fees, costs and expenses incurred by the Assignor in connection with enabling the Assignee to be registered as the sole owner of the patents shall be borne and paid by the Assignee.
5. All stamp duty and other governmental charges payable in respect of this Deed shall be paid by the Assignee.
6. The Assignor agrees to deliver up to the Assignee on request all certificates of title, papers, plans, reports and items in relation to all the rights agreed to be assigned pursuant to clause 2.
7. The Assignor represents, warrants and undertakes to the Assignee that:
 - (1) neither the execution of this Deed nor the performance by the Assignor of its obligations will cause the Assignor to be in breach of any agreement to which it is a party or is subject;
 - (2) each of the patents is presently subsisting, and the particular of each as set out in Schedule One are true and correct;

- (3) the Assignor has, subject to a charge that subsists between the Assignee as mortgagee pursuant to a mortgage debenture with the Assignor dated 19 January 1995 (the "Charge") full right and title to the patents;
- (4) the Assignor is entitled to make all patent applications which it has made and none of the inventions which is the subject of any such application is part of the state of the art;
- (5) all patent applications (comprised in the patents) have been made in the prescribed form and the prescribed manner;
- (6) the Assignor has not granted any licences or other user rights to any person in relation to any rights, title or interest in the patents, or the inventions the subject of the patents in the territory;
- (7) save for the charge referred to herein, the Assignor has not entered into any agreement or arrangement involving the sale, mortgage, pledge, granting of options or any other rights over the Assignor's rights, title and interest in the patents;
- (8) the use by the Assignee and any sub-licensee of the Assignee of the patents will not infringe any patent, trade mark, registered design, copyright or similar or other industrial commercial property rights of any person nor give rise to payment by the Assignee or any sub-licensee of the Assignee of any royalty to any third party or to any liability to pay compensation;
- (9) the Assignee shall have and enjoy quiet possession of the patents uninterrupted by the Assignor or any person claiming under the Assignor;
- (10) the Assignor is not aware of any fact by which the patents may be declared invalid, or any claim by which the patent should be amended.

8. The Assignor will indemnify and at all times hold the Assignee fully and effectively indemnified against any losses, costs, actions, claims, demands, expenses, judgments, court orders or other liabilities arising directly or indirectly out of or in connection with:

- (1) any breach by the Assignor of any of the representations, warranties or undertakings contained in clause 7;
- (2) any claim or action against the Assignee by any sub-licensee of the Assignee resulting from any breach of this Deed by the Assignor; and
- (3) any claim made or threatened, whether by legal proceedings or otherwise, against the Assignee by a third party on the ground that by virtue of rights to which such third party lays claim under letters patent or copyright (whether registered as a design or not) or any other similar right or claim including (but without limitation) rights arising from the disclosure under cover of confidence such third party is entitled to prevent or interfere with the free use of any or all of the patents by the Assignee pursuant to this Deed AND so that this indemnity will further extend to any claim against the Assignee by its customers or sub-licensees in respect of any similar loss or injury and court fees and expenses of damages and costs and loss or injury suffered by compliance with an injunction ordered on the part of such customer or sub-licensee.

9. (1) All notices shall be in writing and shall be given by any one of the following means:

- (a) by delivering it to the address of the party on a business day during normal business hours;
- (b) by sending it to the address of the party by pre-paid airmail post or if airmail post is not available by ordinary post; or

- (c) by sending it by facsimile transmission to the facsimile number of the party and on the next business day giving it by either of the means set forth in sub-clause (a) or (b) above;
- (2) A notice shall be deemed to be given and received:
 - (a) if given in accordance with sub-clause 9(1)(a) on the next business day after the day of delivery;
 - (b) if given in accordance with sub-clause 9(1)(b) five (5) clear business days after the day of posting;
 - (c) if given in accordance with sub-clause 9(1)(c) on the next business day after transmission.
- (3) The address and facsimile numbers referred to in clause 9(1) shall in the absence of notice to the contrary be as set out below:

The Assignor: ELECTRICAL CONTROL SYSTEM PTY LTD
Address: 66 Woodlands Drive, Thornlands
Facsimile: 07 3206 3155

The Assignee: H & C T VULLERS PTY LTD
Address: 66 Woodlands Drive, Thornlands
Facsimile: 07 3206 3155

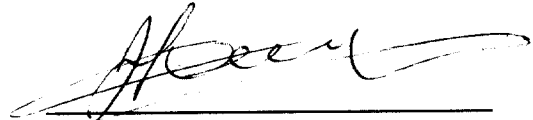
SCHEDULE 1

<i>COUNTRY</i>	<i>PATENTS/PATENT APPLICATION NO.</i>	<i>DATE</i>
Australia	Application No. 683963	25.11.94
Australia	Patent No. 683963	
United States of America	Patent No. 5735061	
Canada	Application No. 2177387	
Europe	Application No. 95901283.2	
Japan	Application No. HEI 7-514699	

EXECUTED as a Deed:

SIGNED on behalf of **ELECTRICAL
CONTROL SYSTEMS PTY LTD** by Harry
Vullers, Director

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Director

SIGNED on behalf of **H & C T VULLERS
PTY LTD** by *HANK VULLERS*
Director

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Director

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