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COVER SHEET

101766450

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

<p>1. Name of conveying party(ies): Emile Kadoche Individual Additional names(s) of conveying party(ies) attached? NO</p>	<p>2. Name and Address of receiving party(ies): Hydraulic Inventions BV Herengracht 548 - P.O. Box 990 1000 AZ Amsterdam (Netherlands)</p>		
<p>3. Nature of conveyance: Assignment Execution Date: November 22, 2000</p>	<p>Corporation of the Netherlands Additional name(s) & address(es) attached? NO</p>		
<p>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:</p> <table border="1"> <tr> <td data-bbox="186 829 824 997"> <p>A. Application No.(s) 09/582,470</p> </td> <td data-bbox="824 829 1412 997"> <p>B. Patent No.(s) 6,148,961</p> </td> </tr> </table> <p>Additional numbers attached? NO</p>		<p>A. Application No.(s) 09/582,470</p>	<p>B. Patent No.(s) 6,148,961</p>
<p>A. Application No.(s) 09/582,470</p>	<p>B. Patent No.(s) 6,148,961</p>		
<p>5. Name and address of party to whom correspondence concerning document should be mailed: OSTROLENK, FABER, GERB & SOFFEN, LLP 1180 Avenue of the Americas New York, New York 10036-8403</p>	<p>6. Total number of documents involved: 1</p> <p>7. Total fee (37 CFR 3.41): \$ 80.00 Enclosed as part of Check No. 005220</p> <p><small>In the event the actual fee is greater than the payment submitted or is inadvertently not enclosed or if any additional fee due is not paid, the Patent and Trademark Office is authorized to charge the underpayment to Deposit Account No. 15-0700.</small></p>		
<p style="text-align: center;">DO NOT USE THIS SPACE</p>			
<p>8. 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.</p> <p>Robert C. Faber _____ June 20, 2001 Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 12</p>			

INSCRIPTION AU REGISTRE

28.MAR 01 121009

NAT. AL. DES BREVETS

PATENT ASSIGNMENT AGREEMENT

Between the undersigned:

Mr. Emile Kadoche, a French national born April 27, 1948 in Casablanca (Morocco), residing at Neauphle le Chateau, 78640, Technician, married with a separate personal and after-acquired property regime

hereinafter the "Assignor"

of the first part

And

Hydraulic Inventions BV, a Dutch company, having its principal office at Herengracht 548 – P.O. Box 990 1000 AZ AMSTERDAM (Netherlands) registered under number 24171303 Chamber of Commerce and Companies of Amsterdam, represented for the purposes hereof by

duly authorised,

MeesPierson Trust B.V.

hereinafter the "Assignee"

of the second part

THE FOLLOWING WAS STATED

The Assignor has designed, invented and developed various systems allowing a maximisation of the performance, and therefore the use, of hydraulic devices.

As these systems, applicable in particular to elevators, are both new and admitting of industrial applications, various patent applications (patent and PCT) have been filed by the Assignor in his own name (hereinafter "the Patent").

As the Assignor does not have sufficient personal financial resources to further research and develop his technology and ensure its protection and the marketing and relationship with –being specified that nobody knows today if it is marketable– further he has wished to sell his invention included in the Patent.

The Assignor inform the Assignee about the fact that he spent 150.000 FF for the development of the said invention, being reminded that such sums were resulting of a third party loan which is an affiliated company of the Assignee, and which has also spent additional sums for the development of the installation of the prototype (hereinafter: the "Third Party").

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The Assignor explained to the Third Party that he will probably not be able to reimburse the said loan in the near future and that he is neither able to face with all the costs involved by the patents application registration proceeding, nor with the costs involved by the technical researches and the financing of the prototypes which could ensure Parties to be able to know if the Patent are marketable.

The Assignee proposed to buy back the loan of 150.000 FF, which were exclusively used for the professional activities of the Assignor, and then to take in charge all the reimbursements from the Assignor and to the Third Party which are linked to the above mentioned loan.

THEREFORE THE PARTIES AGREED.

Article 1 – Purpose and aims of the contract

"Patent" shall mean the patents and applications and PCT, listed in Appendix which is part of the contract, and also their improvements and other related intellectual property rights, trade, business and development secrets.

The purpose and aims of the contract is the assignment of the Patent.

Article 2 - Assignor's representations

The Assignor represents that he holds sole title to the Patent, that he has not granted any license thereof, that the Patent is not subject to any pledge or security interest, and that he may assign it entirely, fully and unrestrictedly free and clear of any encumbrances, third party rights or otherwise.

The Assignor represents that until today he is not involved in any dispute relating to ownership of the Patent, and that he has always enjoyed peaceable possession thereof. On the other hand, he will not be liable for all the consequences involved by the need which could be to begin again all the applications of the PCT proceeding for whatever reason it could be.

The Assignor shall forward to the Assignee the official deeds for the Patent and all documents to enable it to keep the Patent in force and to obtain issuance of the current patent applications, and all documents and information relating to the Patent in his possession as of the date of execution of the agreement.

The Assignor agrees to transfer to the Assignee, as soon as possible, all documents relating to the Patent that may be sent to him, after execution hereof, in his capacity as patent or and inventor or otherwise.

The Assignor agrees to provide at any time on request from the Assignee any documents and signatures that may be required to enable the Assignee to enjoy the entire, full and unrestricted title to the Patent and the related rights.

Article 3 - Representations of the Assignee

The Assignee represents that it has been informed of the description, claims, and designs of the Patent and the search reports citing prior art, and that it is interested in the acquisition of the entire, full and unrestricted title to the Patent.

Article 4 - Assignment

The Assignor hereby assigns to the Assignee, which accepts at its own risk, the entire, full and unrestricted title to the Patent as described in Appendix.

The annual fees for maintenance of the Patent have been regularly paid and the further fees will be paid by the Assignee.

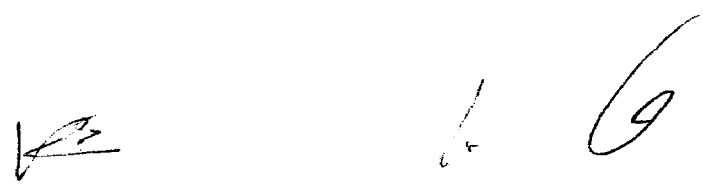
The Assignee shall be entitled to undertake, resume or continue, in its own name, at its own risk and for its own profit, as plaintiff or as defendant, any rights, suits and proceedings or rights of action relating to the Patent, including the right to take legal action against any past or future usurpation.

Article 5 - Priority

This agreement includes, provided that it may still be exercised, assignment of the Paris Union priority right attached to the Patent, pursuant to Article 4 of the Paris Union Treaty dated 1883, to the Assignee.

Article 6 - Consideration

- 6.1 In consideration of this assignment, the Assignee undertakes to pay to the Assignor a flat-rate and single amount of FF 300.000, half by means (i) of the transfer of the Assignor's obligation vis a vis the Third Party and exclusively regarding the above mentioned loan and half by means of (ii) a final installment of 150.000 FF, with a condition precedent as described herebelow.
- 6.2 The Assignee will be in charge of the reimbursement of the loans of 150.000 FF made by the Third Party to the Assignor and exclusively used for his professional activity and for expenses (patent research, development of the invention, fees for the patent counsel, etc.), being understood that such transfer of obligation being notified to the Third Party, the Assignee giving its guaranty that the Assignor will



be not liable any longer for the above mentioned loans from the Third Party to the Assignor.

- 6.3 The final installment of 150.000 FF will be payable during the first half of year 2001, with the condition precedent that the Assignor assist the Assignee, or with a company of its group and with the purpose and aims of the development and the protection of the Patent.

The Parties affirm, subject to the penalties provided for under Article 1837 of the French Tax Code, that this instrument sets forth the entire agreed price.

Article 7 - Warranty

The Assignee represents that it has the full knowledge of the documents and information referred to under Article 2 (Assignor's representations) and represents that it is fully aware of the patentability, availability, lawfulness and validity of the Patent. The Assignee may in no event claim any indemnity from the Assignor, or refund of the amounts collected by the latter, in the event that the Patent should be annulled as a result of a final judicial ruling, or if the Patent is not tradable or cannot be used for an industrial purpose.

Article 8 - No dispute

The Assignee and the Assignor agree not to dispute the Patent's validity.

Article 9 - Governing law

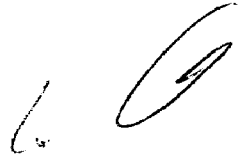
The agreement shall be governed by French law.

Article 10 - Language

The agreement is drafted in the French and English language. In the event of a dispute, the English version shall prevail.

Article 11 – Non competition clause

The Assignor undertakes expressly, as from the date of signature and for a period expiring on 31 December 2010, to take no interest, directly or indirectly in any capacity whatsoever (executive, employee, sleeping partner, lender, supplier, principal, distributor, franchiser, franchisee, agent, commission agent, statutory sales representative (VRP), this list being non-exhaustive) or in any form whatsoever, in any enterprise likely to compete directly or indirectly with the activity of the Assignee and/or its parents companies and/or



its subsidiaries and/or its affiliates, with regards to the Patent and with its improvements.

The Assignor can, during the same period, file for registration, acquire, or directly or indirectly make use of any new trademarks, new patents, drawings or models which are related in whole or in part to products or activities similar to those one which are the purpose and aims of this contract, unless if such activity jeopardises the obligations stipulated in the previous paragraph above.

Article 12 – Buy-back clause

The Parties agree that if the Assignee and/or its affiliated companies are wound up and/or have no marketing activity as determined and agreed by the Parties, the Patent will be sold to the Assignor at the book value.

Article 13 – Non disclosure clause

The Assignor undertakes not to make any unauthorized disclosure of any confidential information regarding the Patent or part of the Patent, regarding the Assignee or its related activities. The Assignor ensures that its employees, if any, consultants will be bound by a corresponding secrecy undertaking.

In the event that the Assignor should commit a breach of this secrecy undertaking, the Assignor shall pay a penalty in the amount of the damages caused to the Assignee and for each case of breach.

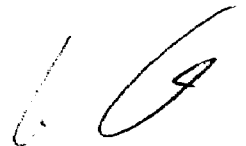
“Confidential information” shall mean any information relating to the Patent or part of the Patent and its improvements, the Assignee organisation and its trading policy, technical or commercial information of any other kind, whether written or oral, except such information which is or will be publicly known or which has come to or will come to the public knowledge in any way other than through the Assignor’s breach of this secrecy undertaking.

Article 14 - Jurisdiction

In the event of a dispute as to construction and/or performance of this agreement and the consequences hereof, the dispute shall be submitted to the Paris Civil Court at First Instance.

Article 15 - Registration

The formalities of registration of this assignment in the French Patent Register shall be performed by the Assignee, which shall bear the cost thereof, within two months. In order



APPENDIX TO ASSIGNMENT AGREEMENT

**List of patents and patent applications constituting the Patent
as of October 22, 2000**

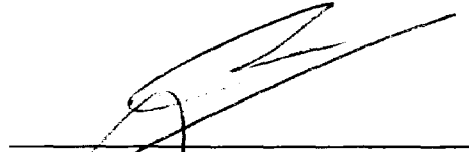
s 2000-11-05

A handwritten signature in black ink, appearing to be 'J. E.' or similar, located in the lower-left quadrant of the page.A handwritten signature in black ink, appearing to be 'C. L.' or similar, located in the lower-right quadrant of the page.

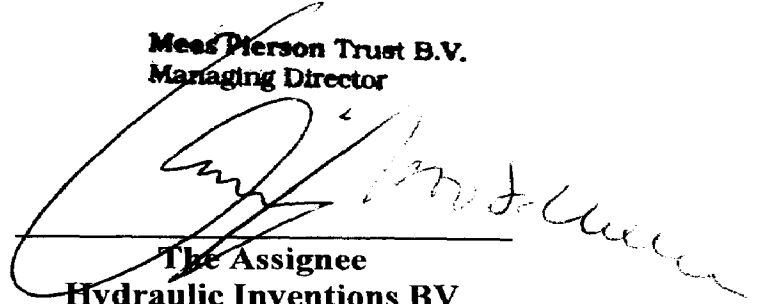
to perform entry and/or registration for tax purposes of this instrument and to cause it to be entered wherever necessary, full powers are granted to any bearer of an original of this agreement.

Executed in 6 original counterparts, including one for the *Institut National de la Propriété Industrielle* and one for tax registration.

Executed in Paris on _____ 2000



**The Assignor,
Mr. Emile KADOUCHE**

**Meas Pierson Trust B.V.
Managing Director**


**The Assignee
Hydraulic Inventions BV**

BREVETS DU CLIENT N 1H2451 KADOCHÉ EMILÉ

PAYS	VOS. REF.	TITRE TITULAIRE	N DEP T	DATE D P T	N ACCORD PUBLICATION	DATE ACCORD	NOS REF.
CANADA	DISPOSITIF MOTEUR POUR ASCENSEUR	KADOCHÉ EMILÉ	2 258 233	01/07/97			0001CAO
EUROPE	DISPOSITIF MOTEUR POUR ASCENSEUR	KADOCHÉ EMILÉ	97 931 841 7	01/07/97	0 909 256		0001EPO
FRANCE	DISPOSITIF MOTEUR POUR ASCENSEUR	KADOCHÉ EMILÉ	96 08206	02/07/96	96 08206 2 750 687	06/1/98	0001FRO
JAPON	DISPOSITIF MOTEUR POUR ASCENSEUR	KADOCHÉ EMILÉ	10-506 892	01/07/97			0001JPO
ETATS UNIS	DISPOSITIF MOTEUR POUR ASCENSEUR	KADOCHÉ EMILÉ	09/214 283	01/07/97			0001USO
CANADA	DISP. D ENTRAINEMENT POUR ASCENSEUR HYDRAULIQUE	KADOCHÉ EMILÉ	PCTFR9802845	23/12/98			0002CAO
CHINE	DISP. D ENTRAINEMENT POUR ASCENSEUR HYDRAULIQUE	KADOCHÉ EMILÉ	98 812 800.4	23/12/98			0002CMO
EUROPE	DISP. D ENTRAINEMENT POUR ASCENSEUR HYDRAULIQUE	KADOCHÉ EMILÉ	98 963 605.5	23/12/98	1 044 156		0002EPO
FRANCE	DISP. D ENTRAINEMENT POUR ASCENSEUR HYDRAULIQUE	KADOCHÉ EMILÉ	98 10285	11/08/98	98 10285 2 773 142	17/03/00	0002FRA
ISRA L	DISP. D ENTRAINEMENT POUR ASCENSEUR HYDRAULIQUE	KADOCHÉ EMILÉ	PCTFR9802845	23/12/98			0002ILO
JAPON	DISP. D ENTRAINEMENT POUR ASCENSEUR HYDRAULIQUE	KADOCHÉ EMILÉ	2000-526 437	23/12/98			0002JPO
ETATS UNIS	DISP. D ENTRAINEMENT POUR ASCENSEUR HYDRAULIQUE	KADOCHÉ EMILÉ	09/582 470	23/12/98			0002USO
FRANCE	ACCUMULATEUR HYDROPNEUMATIQUE	KADOCHÉ EMILÉ	99 07732	18/06/99			0003FRO
FRANCE	DISPOSITIF POUR ACTIONNER LE PARACHUTE D UN ASCENSEUR	KADOCHÉ EMILÉ	00 05619	03/05/00			0004FRO
FRANCE	DISPOSITIF DE MAN UVRE DE SECOURS DANS UN ASCENSEUR	KADOCHÉ EMILÉ	00 00448	14/01/00			0005FRO



AFSCHRIFT

UNAUTHORIZED TRANSLATION

van een akte van

of a true copy of a deed of

WIJZIGING VAN DE STATUTEN

AMENDMENT TO THE ARTICLES OF ASSOCIATION

van

of

HYDRAULIC INVENTIONS B.V.

HYDRAULIC INVENTIONS B.V.

thans genaamd

currently named

NK SYSTEM B.V.

NK SYSTEM B.V.

akte van 22 november 2000

deed of 22 November 2000

Amsterdam

Brussel

Londen

Madrid

New York

Parijs

Rotterdam

AMENDMENT TO THE ARTICLES OF ASSOCIATION
HYDRAULIC INVENTIONS B.V.

On this day, twenty-second day of November two thousand appeared before me, Mr Frits Willem Oldenburg, civil law notary in Amsterdam:

Wijnand Hendrik Bossenbroek, employed at my office at 1077 WV Amsterdam, Prinses Irenestraat 59, born in Groningen on the ninth day of October nineteen hundred and sixty-six.

The person appearing declared that the sole shareholder of the private company with limited liability Hydraulic Inventions B.V., with corporate seat in Rotterdam (address: 3011 GB Rotterdam, Blaak 555, Traderegister number 24171303), (the "company") has resolved by written resolution dated the seventh day of November two thousand as referred to in article 28 paragraph 1 of the company's articles of association to partially amend the articles of association of the company, as is evidenced by the resolution which is attached to this deed.

Further to this resolution the person appearing stated to amend the articles of association of the company as follows:

Article 1 paragraph 1 shall read as follows:

1. The company's name is NK System B.V. and has its registered office in Rotterdam.

Finally, the person appearing declared:

- that he has been appointed in the abovementioned resolution to apply for the declaration of no-objections on the draft of this deed, to make such changes in the draft as might prove to be required for the obtaining of that declaration and after that to lay down and confirm the amendment of the articles of association by notarial deed;
- that the abovementioned declaration was issued as appears from a ministerial declaration which is attached to this deed, under number B.V. 271.832 dated the seventeenth day of November two thousand.

The person appearing is known to me, civil law notary.

This deed

was executed

● **NautaDutilh**

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in Amsterdam on the day mentioned in its heading.

After I, civil law notary, had conveyed and explained the contents of the deed in substance to the person appearing, he declared that he had taken note of the contents of the deed, was in agreement with its contents and did not wish them to be read out in full.

Following a partial reading, the deed was signed by the person appearing and by me, civil law notary.

(signed) W.H. Bossenbroek, F.W. Oldenburg

ISSUED FOR TRUE COPY

(signed: F.W. Oldenburg)