

PATENT

07-26-2001

P/256-56 & P/256-63



SHEET

101788395

Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

Hydraulic Inventions BV
d/b/a NK System BV 7-1901
Corporation of the Netherlands

Additional names(s) of conveying party(ies) attached? NO

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

NK System NV
John B. Gorsiraweg 14,
Curaçao - Netherlands
Antilles

Corporation of the
Netherlands Antilles

Additional name(s) & address(es)
attached? NO

3. Nature of conveyance:

Assignment

Execution Date: February 27, 2001

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. Application No.(s)

09/582,470

B. Patent No.(s)

6,148,961

Additional numbers attached? NO

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

6. Total number of documents involved: 1

7. Total fee (37 CFR 3.41): \$ 80.00

Enclosed as part of Check No. 005612

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.

DO NOT USE THIS SPACE

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.

Robert C. Faber

Name of Person Signing

Signature

July 16, 2001

Date

Total number of pages including cover sheet, attachments, and document: 12

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80.00 00

PATENT TRANSFER AGREEMENT

Between the undersigned:

The **NK SYSTEM 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 MeesPierson duly authorized.

hereinafter “NKBV”

of the first part

And

The **NK SYSTEM NV**, a company organised under the laws of The Netherlands Antilles, having its corporate seat and registered office at John B. Gorsiraweg 14 – Curaçao – Netherlands Antilles, represented for the purposes here of by MeesPierson duly authorized.

hereinafter “NKNV”

of the second part

THE FOLLOWING WAS STATED

WHEREAS:

- a. NKBV is the owner of various patent rights and/or patent applications and PCT in various countries throughout the world (hereafter referred to as “the Patents”) being understood that Patents shall mean also the improvements and all the related intellectual property rights, trade, business and development secrets. A list of the Patents including registration numbers and further relevant information, is attached to this agreement as Schedule I.
- b. NKNV wishes to acquire the Patents from NKBV and NKNV therefore proposes to enter into a patent transfer agreement with respect to the Patents 

THEREFORE THE PARTIES AGREED.

Article 1

NKBV hereby assigns to NKNV the Patents, as mentioned in Schedule I, all rights, title and interest therein and all the rights, powers, privileges and immunities arising or accrued therefrom or conferred on the proprietor by the grant of the Patents, such as but not limited to Paris Convention Priority Rights, free and clear of any encumbrances, liens, attachments, royalties or other third party rights.

This agreement includes the right to sue for damages and other remedies in respect of any infringement of the Patents which may have occurred prior to the date hereof.

This agreement includes the right that the grant of Patents pursuant to an application shall be in the name of and shall vest in NKNV.

Article 2

NKNV shall have the present transfer of rights registered in the relevant patents register from the date of signature of this deed. Registration shall take place at the costs of NKNV.

NKNV shall be entitled to undertake, resume or continue, at its own name, at its own risk and for its own profit, as plaintiff or as defendant, any rights, suite and proceeding or rights of action relating to the Patents, including the right to take legal action against any past or future usurpation.

Article 3

At the request and cost of NKNV, NKBV shall assist the prosecution of the patent applications to grant and will execute all such documents and do all such acts as may be necessary or proper to obtain the acceptance of the patent applications and for procuring the grant of the patent pursuant to the application.

Article 4

All fees, costs and expenses incurred after the date hereof in connection with obtaining the grant of the Patents in any country including all expenses occurred in making any amendments required in the complete specification and in connection with any opposition to the said grant shall be borne and paid by NKNV.

NKNV will pay regularly the annual fees for maintenance of the Patents. 

Article 5

In consideration for the transfer of rights as contemplated in this agreement NKNV will pay NKBV the fixed compensation of FF 300.000.

Article 6

NKBV and NKNV agree not to dispute the Patents validity.

Article 7

The Parties agree that if NKNV is wound up and/or if its affiliated companies have no marketing activity, the Patents will be sold to NKBV at the book value.

Article 8

This agreement shall be governed by and construed in accordance with the laws of the Netherlands, despite the fact that it is drafted in English.

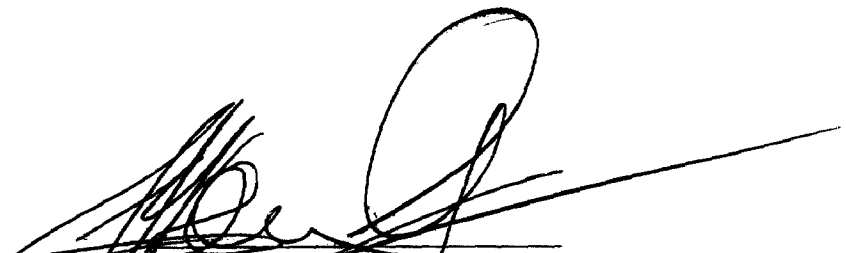
Article 9

With regards to all disputes arising in connection with this agreement the District Court of Amsterdam shall have exclusive jurisdiction.

This agreement supersedes all previous agreements related to the contents of this agreement, as entered into by parties.

Executed in 6 original counterparts.


NKBV
Mees Pierson Trust B.V.
Managing Director
7 MAART 2001


NKNV
Mees Pierson Trust (Curaçao) N.V.
Managing Director
27 FEB. 2001

APPENDIX TO PATENT TRANSFER AGREEMENT

List of patents and patent applications constituting the Patents

78.

S:\1885\1)\pat transf agree - 2000-11-15

PAYS	VOS. REF.	TITRE TITULAIRE	N° DÉPÔT	DATE DÉPÔT	N° ACCORD N° 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	06/11/98	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			0001USD
CANADA	DISP. D'ENTRAÎNEMENT POUR ASCENSEUR HYDRAULIQUE	KADOCHÉ EMILÉ	PCTFR9802845	23/12/98			0002CAO
CHINE	DISP. D'ENTRAÎNEMENT POUR ASCENSEUR HYDRAULIQUE	KADOCHÉ EMILÉ	98 812 800.4	23/12/98			0002CMO
EUROPE	DISP. D'ENTRAÎNEMENT POUR ASCENSEUR HYDRAULIQUE	KADOCHÉ EMILÉ	98 963 605.5	23/12/98	1 044 156		0002EPO
FRANCE	DISP. D'ENTRAÎNEMENT POUR ASCENSEUR HYDRAULIQUE	KADOCHÉ EMILÉ	98 10285	11/08/98	98 10285 2 773 142	17/03/00	0002FRA
ISRAËL	DISP. D'ENTRAÎNEMENT POUR ASCENSEUR HYDRAULIQUE	KADOCHÉ EMILÉ	PCTFR9802845	23/12/98			0002ILO
JAPON	DISP. D'ENTRAÎNEMENT POUR ASCENSEUR HYDRAULIQUE	KADOCHÉ EMILÉ	2000-526 437	23/12/98			0002JPO
ETATS UNIS	DISP. D'ENTRAÎNEMENT 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 MANŒUVRE 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

Notarissen

C.P. Boodt
E.W. Oldenburg

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H.P.Ch. van Dijk
M.F.E. de Waard - Preller
J.H.J. Preller
A.H. Geerling

ROTTERDAM

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STATUTENWIJZIGING
HYDRAULIC INVENTIONS B.V.

Heden tweeëntwintig november tweeduizend verscheen voor mij, Mr Frits Willem van Oldenburg, notaris te Amsterdam: _____

de heer Mr Wijnand Hendrik Bossenbroek, werkzaam ten kantore van mij, notaris, te _____ 1077 WV Amsterdam, Prinses Irenestraat 59, geboren te Groningen op negen oktober _____ negentienhonderd zesenzestig, _____

De comparant verklaarde, dat de enig aandeelhouder van de besloten vennootschap met beperkte aansprakelijkheid Hydraulic Inventions B.V., statutair gevestigd te Rotterdam (adres 3011 GB Rotterdam, Blaak 555, Handelsregister nummer 24171303), (de "vennootschap"), bij schriftelijk besluit de dato zeven november tweeduizend als _____ bedoeld in artikel 28 lid 1 van de statuten van de vennootschap, besloten heeft de statuten van de vennootschap partieel te wijzigen, waarvan blijkt uit het aan deze akte _____ gehechte besluit. _____

Ter uitvoering van voormeld besluit verklaarde de comparant de statuten van de _____ vennootschap partieel te wijzigen als volgt: _____

Artikel 1 lid 1 wordt gewijzigd en komt te luiden als volgt: _____

1. De vennootschap draagt de naam: NK System B.V. en is gevestigd te _____ Rotterdam. _____

De comparant verklaarde tenslotte: _____

- dat hij bij voormeld schriftelijk aandeelhoudersbesluit is aangewezen om op het ontwerp van deze akte de ministeriële verklaring van geen bezwaar aan te _____ vragen, in dat ontwerp nog zodanige wijzigingen aan te brengen als ter _____ verkrijging van die verklaring vereist mochten blijken en om na het verkrijgen _____ van die verklaring de statutenwijziging bij notariële akte te constateren; _____
- dat bedoelde verklaring is verkregen blijkens een aan deze akte gehechte _____ ministeriële verklaring nummer B.V. 271.832 de dato zeventien november _____ tweeduizend. _____

De comparant is mij, notaris, bekend. _____

Deze akte _____ is verleden

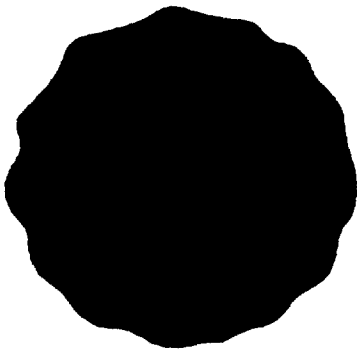
te Amsterdam op de dag aan het begin van deze akte vermeld. _____

Nadat vooraf door mij, notaris, de zakelijke inhoud van deze akte aan de comparant is _____ medegedeeld en door mij, notaris, is toegelicht, heeft deze mij, notaris, verklaard van de _____

inhoud van deze akte te hebben kennisgenomen, met de inhoud in te stemmen en op _____
volledige voorlezing daarvan geen prijs te stellen. _____

Vervolgens is deze akte, na beperkte voorlezing door de comparant en mij, notaris, _____
ondertekend. _____

(w.g.) W.H. Bossenbroek, F.W. Oldenburg



UITGEGEVEN VOOR AFSCHRIFT

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

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)