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Address (line 4)

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PATENT
REEL: 012506 FRAME: 0640

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

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Address (line 4)

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

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="4826413"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

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

Authorization to charge additional fees: Yes 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.

Gary A. Hecht
Name of Person Signing

Gary Hecht
Signature

12/18/01
Date

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DATED MARCH 24, 1999

Between

BELRON INTERNATIONAL PROPERTIES N.V.

and

BELRON FINANCIAL SERVICES IRELAND LIMITED

AGREEMENT OF ASSIGNMENT AND TRANSFER OF PATENTS

Baker & McKenzie/Caron & Stevens
Leidseplein 29
1017 PS Amsterdam
Tel: (31) 20-5517555
Fax: (31)20-6267949

PATENT
REEL: 012506 FRAME: 0642

THIS AGREEMENT is made on the 24th day of March 1999

BETWEEN:

(1) **BELRON INTERNATIONAL PROPERTIES N.V.**, a company organized and existing under the laws of The Netherlands Antilles, with its registered seat at Curacao, The Netherlands Antilles (“Assignor”);

and

(2) **BELRON FINANCIAL SERVICES LIMITED**, a company organized and existing under the laws of Ireland, with its registered seat at Dublin, Ireland (“Assignee”).

WHEREAS:

- By agreement dated March 24 Belron International N.V. assigned and transferred all patents as attached hereto in Annex 1 (“Patents”) to Assignor.
- The Assignor wishes to assign and transfer all Patents to the Assignee and the Assignee wishes to accept such assignment and transfer of the Patents from the Assignor.
- The transfer of the Patents from Assignor to Assignee is in consideration of the contribution by the Assignor of all its assets and liabilities to the Assignee.

NOW THEREFORE PARTIES HAVE AGREED AS FOLLOWS:

CLAUSE 1. – ASSIGNMENT AND TRANSFER

The Assignor hereby irrevocably and unconditionally assigns and transfers to the Assignee all Patents in any jurisdiction whatsoever including all common law rights in connection therewith, and the Assignee hereby irrevocably and unconditionally accepts such assignment and transfer, and shall have the right to sue and obtain full and effective relief in respect of every act of infringement of the Patents occurring prior to the date of this Agreement.

CLAUSE 2. - REPRESENTATIONS AND WARRANTIES

The Assignor further represents and warrants to the Assignee that:

- (a) it is fully entitled to assign and transfer the Patents;
- (b) the Patents are duly registered or are in the process of being registered in the countries mentioned in Annex 1 and all costs, fees and expenses related to the registrations have been paid in full;
- (c) to the best of its knowledge, the use of the Patents in the countries mentioned in Annex 1 does not infringe upon any intellectual property rights and other rights of third parties;
- (d) to the best of its knowledge it has no pending, concluded or threatened litigation before any court of justice or any court of arbitration with regard to the Patents in any of the countries mentioned in Annex 1 exists; and
- (e) it shall not without the Assignee's consent use the Patents anywhere in the world, or infringe in any way the Patents after execution of this Agreement.

CLAUSE 3. - MISCELLANEOUS

- 3.1 Insofar any further action by the Assignor is required under any applicable law in order to fully effectuate the assignment and transfer of legal title to

the Patents to the Assignee, the Assignor covenants that it will take such action and on first request of the Assignee execute all documents which might be necessary to secure full force and effect of the ownership of the Patents. Notwithstanding the foregoing, the Assignor here hereby grants and irrevocable power of attorney to the Assignee to take any such action on the Assignor's behalf and furthermore to do anything that might be required in connection thereto, all this with the full power of substitution.

- 3.2 This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Assignee.
- 3.3 This Agreement, together with Annex 1, represents the entire Agreement between the parties and supersedes any other previous agreements, whether written or oral, that may exist. This Agreement can only be amended in writing signed by parties.
- 3.4 In the event that any provision of this Agreement will be declared invalid or null and void, then such declaration shall not affect the validity of any other provision of this Agreement. The parties shall replace the invalid provision with another which is valid and binding in such a way that the new provision will differ as little as possible from the invalid provision taking into account the object and purpose of this Agreement.

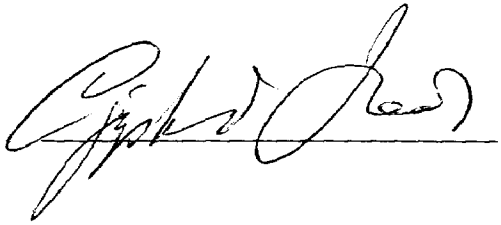
CLAUSE 4. - GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of the Netherlands and parties hereby agree that all actions or proceedings arising hereunder or in connection with this Agreement shall be brought in first instance before the competent court in Amsterdam, the Netherlands.

Thus agreed, in duplicate originals, and executed on this 24th day of March, 1999.

BELRON INTERNATIONAL PROPERTIES N.V.

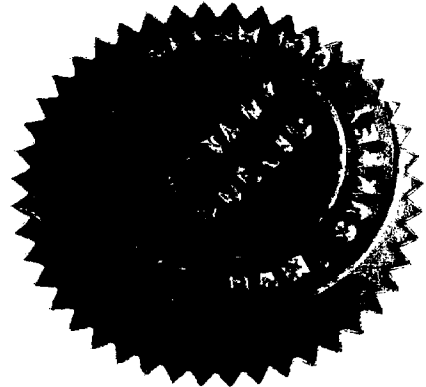
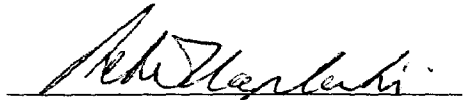
By: G. Loos, Managing Director



Certified Verified and Authenticated
In the town of Egham in Surrey
This 24th Day of April 2000
KENNETH GREENWOOD
NOTARY PUBLIC
HORNE ENGALL AND FREEMAN

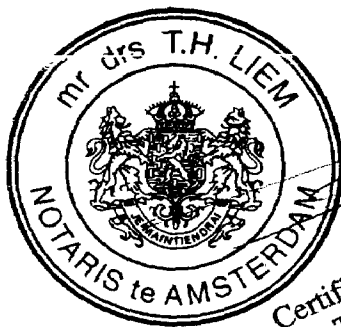
BELRON FINANCIAL SERVICES IRELAND LIMITED

By: P. P. KAPLANSKI, Managing Director



Seen for the legalisation of the signatures of Mr. Peter Paul Kaplanski, residing at Berkshire, England, born at London, England, on April 6, 1947, and Mr. Gijbert Loos, residing at Baarn, the Netherlands, born at Workum, the Netherlands, on February 15, 1942, by me, Tjien Hauw Liem, Esq., civil law notary in Amsterdam, the Netherlands.

This statement explicitly contains no judgement as to the contents of this document.
Amsterdam, the Netherlands, March 29, 1999



Certified Verified and Authenticated
In The Town Of Egham In Surrey
This 24th Day Of April 2000
KENNETH GREENWOOD
NOTARY PUBLIC
HORNE ENGALL AND FREEMAN



ANNEX 1

PATENTS

-1-

Belron International N.V.
Schedule of Patents and Patent Applications

Windscreen Removal (1st Series)

<u>Territory</u>	<u>Effective Filing Date</u>	<u>Application No.</u>	<u>Grant Date</u>	<u>Grant No.</u>
Armenia	6.12.95	AM97052		
ARIPO	6.12.95	97/00995		
Argentina	7.12.95	950100482		
Australia	6.12.95	39911/95	1.6.98	687651
Barbados	6.12.95	81/453		
Bulgaria	6.12.95	101670		
Brazil	6.12.95	PI9510507-7		
Belarus	6.12.95	BY971236		
Canada	6.12.95	2181541		
Chile	7.12.95	1893-95		
China	6.12.95	95196674.X		
Czech Republic	6.12.95	PV1760-97		
Germany	6.12.95	19581860		
Estonia	6.12.95	P9700125		
European Patent Office	6.12.95	95938558.4		
Finland	6.12.95	972318		
United Kingdom	6.12.95	9711478.0	18.3.98	2311479
Georgia	6.12.95	2764		
Hungary	6.12.95	P9800090		
Indonesia	6.12.95	P-952608		
Israel	6.12.95	116268		
India	5.12.95	1580/Cal95		

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Iceland	6.12.95	4498		
Japan	6.12.95	8-517411		
Kyrgyzstan	6.12.95	KG970106.1		
DPR of Korea	6.12.95	97-0724		
Republic of Korea	6.12.95	1997-703791		
Kazakhstan	6.12.95	KZ971674.1		
Sri Lanka	6.12.95	11190		
Liberia	6.12.95	PCT/GB95/02847		
Republic of Moldova	6.12.95	970223		
Madagascar	6.12.95	97017		
Mongolia	6.12.95	2043	5.8.98	1376
Mexico	6.12.95	974214		
Malaysia	6.12.95	PI9503763		
Norway	6.12.95	P972567		
New Zealand	6.12.95	296186	8.4.98	296186
OAPI	6.12.95	70020	29.12.97	10425
Phillippines	7.12.95	51866		
Poland	6.12.95	P320878		
Romania	6.12.95	97-01033		
Russian Federation	6.12.95	97111864		
Singapore	6.12.95	9703324-5	18.1.99	44209
Slovak Republic	5.6.97	714/97		
Thailand	6.12.95	029092		
Tajikistan	6.12.95	97000476		
Turkmenistan	6.12.95	TM07/100532		
Turkey	7.12.95	95/1546		
Trinidad and Tobago	6.12.95	970053	3.6.97	9700573
USA	14.8.98	09/133854		

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Ukraine	6.12.95	UA97063090/M		
Uzbekistan	6.12.95	UZIHP9700573.2		
Viet Nam	6.12.95	S19970485		
South Africa	6.12.95	95/10355	28.8.96	95/10355
Zimbabwe	7.12.95	167/95	24.1.97	167/95

Windscreen Removal (Flashlamp/QCW)

<u>Territory</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Grant Date</u>	<u>Grant No.</u>
United Kingdom	11.8.98	9817441.0		
European Patent Office	21.10.98	98203561.0		
Japan	2.11.98	10-312604		
Taiwan	11.9.98	87115224		
USA	2.11.98	09/184186		

Windscreen Repair

<u>Territory</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Grant Date</u>	<u>Grant No.</u>
South Africa	23.04.97	97/3486	27.10.97	97/3486
Zimbabwe	23.04.97	28/97	12.6.98	28/97

Ultrasound Crack Repair

<u>Territory</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Grant Date</u>	<u>Grant No.</u>
United Kingdom	23.12.98	9828276.7		
Taiwan	23.02.99	88102691		

Microwave Bond Curing

<u>Territory</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Grant Date</u>	<u>Grant No.</u>
United Kingdom	23.1.99	9901387.2		

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FILE	CNTRY	ATTYS	INVENTOR SUBJECT/MARK	SERIAL # FILING DATE	PATENT/REG # ISSUE DATE	CLIENT COMMENT	CLIENT REF #	STATUS	LOC
SPN10981	3/19/99	BEHRON	PATENT CASES						
P21099	ATR	GAH	MATERIALS REPAIR OF SHATTERPROOF GLASS	89 901432.8 6/29/88	E 115468 12/14/94	BEURO PCT/EPO		Active	M
P21099	BSL	GAH	MATERIALS REPAIR OF SHATTERPROOF GLASS	89 901432.8 6/29/88	398907 12/14/94	BEURO PCT/EPO		Active	M
P21099	GAN	GAH	MATERIALS REPAIR OF SHATTERPROOF GLASS	576084 8/30/88	1302597 6/09/92	BEURO		Active	M
P21099	EPO	GAH	MATERIALS REPAIR OF SHATTERPROOF GLASS	89 901432.8 6/29/88	398907 12/14/94	BEURO PCT/US88/02221		Complete	M
P21099	PIN	GAH	MATERIALS REPAIR OF SHATTERPROOF GLASS	90 2879 6/29/88		BEURO PCT/US88/02221		Active	N
P21099	FRA	GAH	MATERIALS REPAIR OF SHATTERPROOF GLASS	89 901432.8 6/29/88	398907 12/14/94	BEURO PCT/EPO		Active	N
P21099	GHR	GAH	MATERIALS REPAIR OF SHATTERPROOF GLASS	89 901432.8 6/29/88	P 3852499.6 12/14/94	BEURO EPO		Active	N
P21099	GRB	GAH	MATERIALS REPAIR OF SHATTERPROOF GLASS	89 901432.8 6/29/88	398907 12/14/94	BEURO PCT/EPO		Active	N
P21099	HOL	GAH	MATERIALS REPAIR OF SHATTERPROOF GLASS	89 901432.8 6/29/88	398907 12/14/94	BEURO PCT/EPO		Active	M
P21099	ITL	GAH	MATERIALS REPAIR OF SHATTERPROOF GLASS	89 901432.8 6/29/88	398907 12/14/94	BEURO PCT/EPO		Active	M
P21099	JAP	GAH	MATERIALS REPAIR OF SHATTERPROOF GLASS	01 501295 6/29/88	2820227 8/28/98	BEURO PCT/US88/2221		Active	M
P21099	PCT	GAH	MATERIALS REPAIR OF SHATTERPROOF GLASS	88 2221 6/29/88		BEURO		Complete	M
P21099	STZ	GAH	MATERIALS REPAIR OF SHATTERPROOF GLASS	89 901432.8 6/29/88	398907 12/14/94	BEURO PCT/EPO		Active	K
P21099	SMD	GAH	MATERIALS REPAIR OF SHATTERPROOF GLASS	89 901432.8 6/29/88	398907 12/14/94	BEURO PCT/EPO		Active	K
P21099	USA	GAH	MATERIALS REPAIR OF SHATTERPROOF GLASS	07 153784 2/08/88	4826413 5/02/89	BEURO PCT/EPO		Active	K
P21158	CAN	GAH	MATERIALS REPAIR OF SHATTERPROOF GLASS	395646 2/05/82	1170015 7/03/84	BEURO		Active	M
P21795	GRB	GAH	DAVAGE REPAIR	96 8363.9 4/23/96		BEURO FILED BY CLIENT		Active	K
P21795	PCT	GAH	DAMAGE REPAIR	97 1124 4/23/97		BEURO 0897/01124		Active	K

TOTAL CASES PRINTED - 18

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COUNTRY CODE KEY

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JAP = JAPAN
PCT = PATENT COOPERATION TREATY
STZ = SWITZERLAND
SWD = SWEDEN
USA = UNITED STATES

TOTAL P.03

Patent Application:

Windscreen Lifting Device:

Australia : Application nos. PO2593 dated 25.09.1996 and PO5833 dated 24.03.1997

International : PCT/AU/97/00644 dated 24.09.1997