

03-04-2002

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101999462

To the Honorable Assistant Secretary and Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) thereof.

1. Name of conveying party(ies):

Graham John BRATTON, Timothy De Villiers NAYLOR
and Karon Doreen BUCK

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

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

Name: SMART (ISLE OF MAN) LIMITED

Address: Unicorn Chambers, 45 Victoria Street,
Douglas, Isle of MAN IM1 2LD

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: August 4, 2000

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. Patent Application No.(s)
09/155,316, filed September 25, 1998B. Patent No.(s)
, issued

Additional numbers attached? NO

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

Name: WENDEROTH, LIND & PONACK, L.L.P.
Attn: Charles R. Watts, Esq.

Street Address: 2033 K Street, N.W., Suite 800

City: Washington, State: DC ZIP: 20006-1021

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41). \$40.00

☒ Enclosed (Check No. 44040)
Authorized to be charged to deposit account

8. Deposit account number: 23-0975

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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.

Charles R. Watts, Reg. No. 33,142
Name of Person Signing

Signature

February 27, 2002
Date

Total number of pages including cover sheet: 6

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PATENT
REEL: 012629 FRAME: 0974

DENTON WILDE SAPTE

THIS DEED OF ASSIGNMENT is made on

4 August

2000

BETWEEN:

- (1) **GRAHAM JOHN BRATTON** of 30 Cavendish Avenue, Sidcup, Kent DA15 9EB, **TIMOTHY DE VILLIERS NAYLOR** of 10 Kingswood Close, Egham, Surrey TW20 0NQ, and **KARON DOREEN BUCK** of 2 Calais Cottages, Three Gates Road, Fawkham, Kent, DA3 8NY (together "the Assignors"); and
- (2) **SMART (ISLE OF MAN) LIMITED** ("the Assignee"), a company incorporated under the laws of the Isle of Man (registered number 098889C) whose registered office is at Unicorn Chambers, 45 Victoria Street, Douglas, Isle of Man IM1 2LD.

WHEREAS:

- (A) The Assignors are jointly the registered proprietors and beneficial owners of the patents listed in Schedule 1 hereto (hereinafter called "the Patents") and jointly are the beneficial owners of the benefit of the patent applications listed in Schedule 2 hereto (hereinafter called "the Applications") all of which stand or are proceeding in the name of the Assignors.
- (B) The Assignors have agreed to assign the Patents and the Applications to the Assignee.

OPERATIVE PROVISIONS:

1. As a gift and for no consideration, the Assignors, subject to clause 2 below, HEREBY ASSIGN with full title guarantee absolutely to the Assignee free from encumbrances:
- 1.1. all right title and interest in and to:
- 1.1.1. the Patents;
- 1.1.2. the Applications to the intent that the grant of any patents thereon shall be in the name of and vest in the Assignee; and
- 1.1.3. all rights and powers arising or accrued from the Patents and the Applications including but without prejudice to the generality of the foregoing rights to any payments in respect of the same and the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of any of the Patents or accompanying any application therefor or accompanying any of the Applications prior to the date hereof.

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- 1.2. the right to apply for prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the Patents and the Applications including the right to claim priority therefrom to the intent that the grant of any patents or similar protection shall be in the name of and vest in the Assignee; and
- 1.3. all patents and patent applications (including divisional and refiled patent applications) registered or filed as appropriate anywhere in the world (including national, regional and international patents and patent applications) in the names of the Assignors or any one or more of them which either claim priority from or which have corresponding subject matter to the Patents and Applications.
2. The Assignors covenant that at the request of the Assignee they will at all times hereafter do all such acts and execute all such documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder, to defeat any challenge to the validity of the Patents and the Applications and to assist in the resolution of any question concerning the Patents and the Applications.
3. Subject to clause 5 below, the Assignee covenants with the Assignors, and each of them, at all times, to indemnify them, and each of them, and their respective personal representatives, in respect of their reasonable costs, including any tax liability, incurred as a direct consequence of their assignment of all rights assigned to the Assignee hereunder but not further or otherwise.
4. The Assignors hereby jointly and severally warrant and undertake that:
 - 4.1. the Assignors are the sole applicants of each of the Patent Applications and have full power to enter into this Deed;
 - 4.2. each of the Patents and Patent Applications is still subsisting;
 - 4.3. the Assignors have not granted any licences to use any of the inventions claimed in the Patents or in the Patent Applications (excepting a licence dated 1 November 1994 in favour of The Smart Chemical Company Limited, a company incorporated under the laws of England and Wales with registered number 2876670 whose registered office is at Suite 2000, Warnford Court, 29 Throgmorton Street, London EC2N 2AT) nor have suffered the Patents or the Patent Applications to be the subject of any charge mortgage or other encumbrance (excepting a charge dated 17 April 1997 in favour of Shield Holdings (Guernsey) Limited, a company incorporated under the laws of Guernsey whose registered office is at St Julian's Court, St Peter Port, Guernsey, Channel Islands GY1 3PB and a charge dated 13 January 1999 in favour of Shield Holdings (Guernsey) Limited aforesaid); and
 - 4.4. the Assignors have not done or omitted to do and are not aware of any act that will prevent any of the Patent Applications from being granted.
5. For the avoidance of doubt, the indemnity given by the Assignee pursuant to clause 3 above excludes any costs, liabilities, actions, proceedings, demands, taxes and duties, and all associated interest, penalties and costs, and all other costs and expenses whatever, arising out of any breach by the Assignors or any of them of the warranties and undertakings or any of them contained in clause 4 above.


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6. IT IS HEREBY certified that this transaction falls within Category L in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987.
7. The construction validity and performance of this Deed shall be governed in all respects by English law and all disputes arising in any way out of or affecting this Deed shall be subject to the non-exclusive jurisdiction of the English courts to which the parties hereto agree to submit.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first above mentioned

SIGNED as a DEED and DELIVERED)
by GRAHAM JOHN BRATTON)
in the presence of:)

G. J. Bratton


signature of witness

S.A. CUMMINGS
name of witness

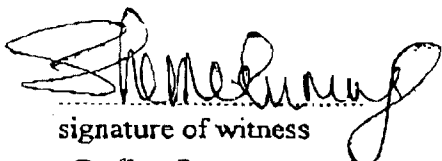
10 Alex Court Goring St
Goring by Sea Sussex
address of witness

PA
occupation of witness

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SIGNED as a DEED and DELIVERED)
by TIMOTHY DE VILLIERS)
NAYLOR in the presence of:)

T. de Villiers



signature of witness

SA CUMMINS

name of witness

10 De la Cour Gony St

Gony by Sea Sussex

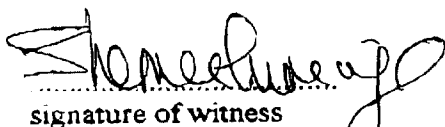
address of witness

PA

occupation of witness

SIGNED as a DEED and DELIVERED)
by KARON DOREEN BUCK)
in the presence of:)

Karon Doreen Buck



signature of witness

SA CUMMINS

name of witness

10 De la Cour Gony St

Gony by Sea Sussex

address of witness

PA

occupation of witness

DENTON WILDE SAPTE

SIGNED as a DEED and DELIVERED)

on behalf of)

SMART (ISLE OF MAN) LIMITED)

a company incorporated in the)

Isle of Man by)

) MAHAM J. MUTTON and)

HAN. M. AL-ZUBAIR)

being persons who, in accordance)

with the laws of that territory, are)

acting under the authority of that Company)

F. J. Butler

