

07-26-2002

Docket No.:

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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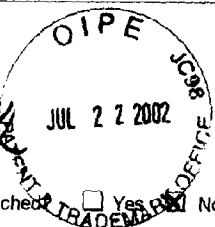
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102168895

To the Honorable Commissioner of Patents and Trademarks, Please attach original documents or copy thereof.

1. Name of conveying party(ies):  
New Millen Group, Inc.

7.22.02



Additional names(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Name: DeCorp Americas, Inc.

Address: 214 Molly Walton Drive

City: Hendersonville State/Prov.: TN

Country: USA ZIP: 37075

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: July 28, 2000

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No. Filing date

B. Patent No.(s)

5,807,141

Additional numbers attached? ☐ Yes ☒ No

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

Name: Phillip E. Miller

Registration No. 46,060

Address: McGinn & Gibb, PLLC

8321 Old Courthouse Road

Suite 200

City: Vienna State/Prov.: VA

Country: USA ZIP: 22182-3817

6. Total number of applications and patents involved: 1

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

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

50-0481

(Attach duplicate copy of this page if paying by deposit account)

07/25/2002 RECEIVED 00000173 5807141

DO NOT USE THIS SPACE

01 EC Statement and signature. 40.00 OP

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.

Phillip E. Miller

Name of Person Signing

Signature

July 22, 2002

Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT  
REEL: 013110 FRAME: 0881

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated this 28th day of July, 2000, by and between NEW MILLEN GROUP, INC., a Delaware corporation formerly known as DeCorp Americas, Inc. ("NMG"), and DeCORP AMERICAS, INC., a Delaware corporation ("DeCorp");

### WITNESSETH:

WHEREAS, pursuant to an Absolute Assignment of Patent Rights dated August 29, 1997, an Absolute Assignment of Patent Rights dated January 10, 2000, and three (3) Assignments of Rights, Title and Interest in Invention, dated January 4, 2000 (the "Original Assignments"), Robert J. Sexton, an individual resident of the State of Tennessee ("Sexton"), assigned all of his right, title and interests in certain patents and related technology to NMG; and pursuant to a License and Royalty Agreement dated as of September 1, 1997 (the "Royalty Agreement"), NMG agreed to pay Sexton a royalty based upon future revenues generated by NMG relating to the Patents; and

WHEREAS, NMG wishes to assign to DeCorp, and DeCorp wishes to accept from NMG, all of NMG's right, title and interest in the Intellectual Property (as defined herein), on the terms and subject to the conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### 1. Definitions

(a) For purposes of this Agreement, the following terms have the following meanings:

(i) "Intellectual Property" means the Patents and the Trademarks, and any and all intellectual property rights related thereto, including, without limitation, all patents, patent applications, patent licenses, trademarks, trademark applications, trademark rights, trade names, trade secrets, product designations, service marks, brand marks, brand names, copyrights, copyright applications, inventions, technologies, know-how, formulae, processes, names and likenesses and applications for any of the foregoing in the United States or any foreign countries, owned, leased, licensed, used or held for use, directly or indirectly, by, on behalf of or for the account of, any person or entity, and any and all patents and patent applications in any foreign countries related thereto.

(ii) "Patents" means the patents and patent applications issued in connection with "flat surface-mounted multi-purpose wire," as set forth on Exhibit A to this Agreement.

(iii) "Trademarks" means the trademarks and trademark applications related to "flat surface-mounted multi-purpose wire," as set forth on Exhibit B to this Agreement.

(b) Other terms defined in this Agreement have the meanings given in those provisions.

2. Assignment of Intellectual Property

(a) NMG hereby sells, assigns and transfers to DeCorp the entire right, title and interest in and to the Intellectual Property in the United States of America, all foreign countries and the entire world, and all rights NMG may have in the Intellectual Property, including the right to apply for U.S. and foreign patents, and to any and all letters patent, or similar legal protection, which may be granted in the United States and other countries, and all divisional, continuation, substitute, reissue, design, and all other applications for letters patent which shall be filed in the United States of America and all foreign countries on any improvements of the Intellectual Property, and in and to all patents which may be issued in the United States of America or any foreign countries on said improvements, for the full term or terms for which the same may be granted.

(b) NMG hereby sells, assigns, grants and conveys to DeCorp its entire right, title and interest in and to the copyright in the works related to the Patents and the Trademarks, including, but not limited to, the exclusive right to reproduce the works related to the Inventions, the exclusive right to prepare derivative works and the exclusive right to distribute copies of works related to the Inventions.

3. Consideration

In consideration of the sale, assignment and transfer by NMG of the Intellectual Property pursuant to Section 2 of this Agreement, DeCorp will issue to NMG Six Hundred Seventy-Seven (677) shares of its Common Stock, par value \$.001 per share, all of which shall be duly authorized, validly issued, fully paid and non-assessable shares of Common Stock.

4. Representations and Warranties

NMG hereby represents to DeCorp that:

(a) It has the full right and title to the Intellectual Property and has the full power, legal right and authority to convey, transfer and assign the Intellectual Property to DeCorp.

(b) It owns the Intellectual Property free and clear of any claim, lien or encumbrance of any kind whatsoever, except for a lien on the Patents created pursuant to the Security Agreement, dated September 2, 1997, between NMG and Harold J. Plumley, an individual Tennessee resident (the "Security Agreement"), securing the Amended and Restated Interest Bearing Convertible Debenture, due August 31, 2000, in the principal amount of Two Hundred Fifty Thousand Dollars (\$250,000), dated November 30, 1998, issued by NMG to Harold J. Plumley.

(c) The execution and delivery of this Agreement has been duly authorized by NMG and constitutes a valid, legal and binding obligation of NMG enforceable in accordance with its terms.

(d) The Intellectual Property comprises all of NMG's intellectual property rights in the "flat surface-mounted multi-purpose wire" and, to the best knowledge of NMG, the transfer and assignment of the Intellectual Property to DeCorp shall be sufficient to make the products and carry on the business described in the Business Plan of DeCorp.

5. Further Disclosure

NMG shall promptly disclose to DeCorp (or any persons designated by DeCorp) each such item of Intellectual Property. NMG shall communicate, without cost or delay, and without disclosing to others the same, any and all innovations, research and development with respect to any of the Intellectual Property and all available information relating the Intellectual Property (with all necessary plans and models) to DeCorp.

6. Scope of Assignment

(a) This Agreement covers any further modifications or changes that are made to the Intellectual Property by NMG, and NMG expressly acknowledges that it is hereto conveying all of the right, title and interest in and to such modifications or changes in the Intellectual Property to DeCorp.

(b) This Assignment covers all accrued causes of action for infringement of the copyright of the works related to the Intellectual Property and NMG expressly acknowledges that it conveys to DeCorp all existing cause of action for copyright infringement in the Intellectual Property.

(c) This Assignment covers all accrued causes of action for infringement of the patent rights in the Patents and the other Intellectual Property and NMG expressly acknowledges that it conveys to DeCorp all existing cause of action for patent infringement in the Intellectual Property.

(d) This Assignment covers all accrued causes of action for infringement of the trademark rights in the Trademarks and the other Intellectual Property and NMG expressly acknowledges that it conveys to DeCorp all existing cause of action for trademark infringement in the Intellectual Property.

7. Further Actions

NMG agrees that, when requested, without charge to, but at the expense of, DeCorp, or DeCorp's successors, assigns and legal representatives, in order to carry out in good faith the intent and purpose of this Agreement, NMG will execute all original, divisional, continuation, substitute, reissue, and all patent, trademark and/or copyright applications or registrations for the Intellectual Property and any and all improvements or derivatives of the Intellectual Property; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to DeCorp, his successors, assigns, and representatives, all facts known to NMG relating to the Intellectual Property and any improvements and the history thereof, and generally do everything possible which DeCorp or its successors, assigns or representatives shall reasonably require for aiding in securing and maintaining proper patent for the Intellectual Property and any improvements and for vesting title to said Intellectual Property and

improvements, and all applications for patents and all issued patents in DeCorp, its successors, assigns and legal representatives.

8. Right to Protect Intellectual Property

(a) DeCorp shall have the right to apply to the U.S. Copyright Office for registration of the claim to the copyrights in the works related to the Inventions in the name of DeCorp or an affiliate of DeCorp.

(b) DeCorp shall have the right to institute any necessary court proceedings to enforce the copyrights in the works related to the Inventions.

(c) NMG hereby authorizes and requests the U. S . Commissioner of Patents and Trademarks to issue said letters patent for the Inventions to DeCorp as the assignee of the entire right, title, and interest in and to the Patents.

(d) To the extent that NMG is unavailable to execute any necessary documents for any necessary patent application, or if NMG refuses to execute such documents, then, pursuant to 35 U. S. C. 117 and 118, NMG hereby expressly authorizes DeCorp, or DeCorp's successors, assigns and legal representatives, to sign any such necessary documents on behalf of NMG.

\*            **REMAINDER OF THIS PAGE**            \*  
\*            **INTENTIONALLY LEFT BLANK**            \*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

NEW MILLEN GROUP, INC., a Delaware corporation ("NMG")

By: [Signature]  
Name: Robert T. Sexton  
Title: President

DeCORP AMERICAS, INC., a Delaware corporation ("DeCorp")

By: [Signature]  
Name: Robert T. Sexton  
Title: President

EXHIBIT APatents

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1. United States Patents:

- a. U.S. Patent Number 5,804,768, "Flat Surface-Mounted Multi-Purpose Wire," dated September 8, 1998; based on Application Number 08/775,941, dated January 3, 1997 (continuation of No. 465,466).
- b. U.S. Patent Number 5,807,141, "Flat Surface-Mounted Multi-Purpose Wire," dated September 15, 1998; based on Application Number 08/764,921, dated December 16, 1996 (division of No. 465,466).
- c. U.S. Patent Number 5,899,774, "Flat Wire Connectors for Flat Surface-Mounted Multi-Purpose Wire," dated May 4, 1999; based on Application Number 08/923,260, dated September 4, 1997 (division of No. 764,921).

2. U.S. Patent Applications:

- a. 08/465,466, dated January 5, 1995 (abandoned)
- b. 08/935,079 (patent allowed but not issued)
- c. 08/942,305 (patent pending)

3. PCT Applications:

- a. PCT/US98/25576

4. Foreign Patent Applications:

- a. Australia:
  - i. 59795/96
  - ii. i32319/99
- b. Brazil: PI 9608489-8
- c. Canada: 2220876
- d. China: 96194442.0
- e. Eurasia: EA97-0363 US/96
- f. European Union: 96917121.4

- g. Hong Kong: 98102703.7
- h. Japan: 09-501232
- i. Korea: 97-708502
- j. Mexico: 97-9664
- k. Norway: 975629
- l. Singapore: 9705471-2



EXHIBIT B

Trademarks

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1. DeCorp
2. DeCord
3. DeWire
4. DeCable
5. DeLight
6. DePlug
7. DeSwitch
8. DeConnect



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re U.S. Patent No. 5,807,141 based on the patent application of

Robert J. Sexton

Serial No.: 08/764,921

Filing Date: February 14, 2001

For: FLAT SURFACE-MOUNTED MULTI-PURPOSE WIRE

Assistant Commissioner of Patents  
Washington, D.C. 20231

**SUBMISSION OF ASSIGNMENT**

Sir:

Kindly record and return to the undersigned the attached Assignment from New Millen Group, Inc. to DeCorp Americas, Inc., for the above-identified patent. A check in the amount of \$40.00 for the recordation fee is attached.

Respectfully submitted,

Phillip E. Miller  
Registration No. 46,060

Date: 7/22/02  
McGinn & Gibb, PLLC  
Intellectual Property Law  
8321 Old Courthouse Road, Suite 200  
Vienna, VA 22182-3817  
(703) 761-4100  
Customer No. 21254