



09-30-2002



102236723

RECORDATION FORM COVER SHEET
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name	Execution Date		
	Month	Day	Year
Name (line 1) <input type="text" value="APPLEYARD, Thomas John"/>	01	28	1998
Name (line 2) <input type="text"/>			

Second Party

Name	Execution Date		
	Month	Day	Year
Name (line 1) <input type="text" value="APPLEYARD, Bradley Thomas"/>	01	28	1998
Name (line 2) <input type="text"/>			

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

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" value="09987110"/>	<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" value="557984"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="6316763"/>	<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

Month Day Year

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:
Deposit Account

Enclosed

Deposit Account

Previously submitted

(Enter for payment by deposit account or if additional fees can be charged to the

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.

John C. Kerins, Reg. No. 32,421

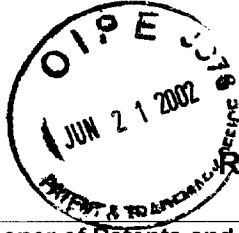
Name of Person Signing


Signature

September 25, 2002

Date

06-27-2002



102137759

6-21-02

RECORDATION FORM COVER SHEET
PATENTS ONLY

Docket: T2332-907608

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Submission Type

New

Resubmission (Non-Recordation)
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Conveying Party(ies)

Mark if additional names of conveying parties attached

Name	Execution Date		
	Month	Day	Year
Name (line 1) APPLEYARD, Thomas John			1998
Name (line 2)			
Second Party			
Name (line 1) APPLEYARD, Bradley Thomas			1998
Name (line 2)			

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) APPLEYARD, Thomas John If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1) 294 Hancock Street

Address (line 2)

Address (line 3) Doubleview Western Australia, AU 6018
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name John C. Kerins

Address (line 1) MILES & STOCKBRIDGE P.C.

Address (line 2) 1751 Pinnacle Drive

Address (line 3) Suite 500

Address (line 4) McLean VA 22102-3833

FOR OFFICE USE ONLY

06/26/2002 TDIAZ1 00000060 09987110
01 FC:581 120.00 DP

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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PCT PCT PCT
PCT PCT PCT

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

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.

John C. Kerins, Reg. No. 32,421



June 21, 2002

Name of Person Signing

Signature

Date

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)	Execution Date		
	Month	Day	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name (line 2)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name (line 1)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name (line 2)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name (line 1)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name (line 2)	<input type="text"/>	<input type="text"/>	<input type="text"/>

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)	<input type="text" value="APPLEYARD, Bradley Thomas"/>	<input checked="" type="checkbox"/>	If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
Name (line 2)	<input type="text"/>		
Address (line 1)	<input type="text" value="Unit 4, 16 Perina Way"/>		
Address (line 2)	<input type="text"/>		
Address (line 3)	<input type="text" value="City Beach"/>	<input type="text" value="Western Australia, AU"/>	<input type="text" value="6015"/>
	City	State/Country	Zip Code
Name (line 1)	<input type="text" value="NEIL, Graham Leslie"/>	<input checked="" type="checkbox"/>	If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
Name (line 2)	<input type="text"/>		
Address (line 1)	<input type="text" value="35 Moondarra Cicle"/>		
Address (line 2)	<input type="text"/>		
Address (line 3)	<input type="text" value="South Lake"/>	<input type="text" value="Western Australia, AU"/>	<input type="text" value="6164"/>
	City	State/Country	Zip Code

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"/>	<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"/>
<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"/>

ATTESTED COPY OF ASSIGNMENT

I hereby declare that this is a true copy of the original assignment between:-

Thomas John Appleyard
and Bradley Thomas Appleyard

and

Thomas John Appleyard
Bradley Thomas Appleyard
and Graham Leslie Neil



Stephen G Krouzecky
A Patent Attorney of the firm
WRAY & ASSOCIATES

Patent Attorneys for and on behalf of the applicant

28 May 2002

Dated

1998

Between

Thomas John Appleyard
and **Bradley Thomas Appleyard**

and

Thomas John Appleyard
Bradley Thomas Appleyard
and **Graham Leslie Neil**

Assignment of patents

Ref: C\WP61\LT98052.1

RICHARD PAYNE & ASSOCIATES

Commercial Solicitors

Level 2, Colord House, 33 Colin Street, West Perth, W.A. 6005

Telephone (08) 9481 0844 Facsimile (08) 9481 2434

P.O. Box 1275, West Perth, W.A. 6872

Australia

e-mail address - rapayne@iinet.net.au

PATENT

REEL: 013323 FRAME: 0330

This deed is made the 28th day of November 1998

Between **Thomas John Appleyard** of 294 Hancock Street, Doubleview, Western Australia, 6018 and **Bradley Thomas Appleyard** of Unit 4, 16 Perina Way, City Beach, Western Australia, 6015 ("the Assignor")

and **Thomas John Appleyard** of 294 Hancock Street, Doubleview, Western Australia, 6018, **Bradley Thomas Appleyard** of Unit 4, 16 Perina Way, City Beach, Western Australia, 6015 and **Graham Leslie Neil** of 35 Moondarra Circle, South Lake, Western Australia, 6164 as tenants in common in equal shares ("the Assignee")

Recitals

- A. Thomas John Appleyard is the applicant in respect of the patent applications, and is the patentee in respect of the letters patent, specified in the Schedule hereto.
- B. Thomas John Appleyard has at all times held the patent applications, and is the patentee in respect of the letters patent, specified in the Schedule hereto, beneficially for the Assignor as evidenced by a deed dated 29 September 1997.
- C. The Assignor has agreed to assign, transfer and set over to the Assignee all its right, title and interest in and to the Patents including the right to apply for or obtain corresponding patents in any country of the Territory on the terms set out in this deed

Now this deed witnesses as follows:

1. Interpretation

1.1 In this deed:

"Patents" means the patents and patent applications specified in the Schedule hereto.

"Territory" means all countries which are designated in the international patent application (PCT/AU97/00005) specified in the Schedule hereto.

1.2 In this deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa.
- (b) words of one gender include every other gender.
- (c) words denoting individuals include corporations and vice versa.
- (d) references to any statute (or a provision thereof) shall be references to such statute as from time to time amended or repealed, re-enacted and to any other statute enacted in lieu thereof (or the corresponding provision thereof).
- (e) headings shall not effect the construction or interpretation of this deed.
- (f) references to clauses, paragraphs and the schedule are to be construed as references to the same in this deed.
- (g) a reference to a party shall include that party's personal representatives, successors in title and permitted assigns.
- (h) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.
- (i) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.
- (j) a reference to a document includes an amendment or supplement to, or novation of, that document.
- (k) no rules of construction apply to the disadvantage of a party by reason of that party being responsible for the preparation of this deed or any part of it.

2. Assignment

In consideration of the sum of three thousand three hundred and thirty dollars (\$3,330.00) paid by Graham Leslie Neil to the Assignor, receipt of which the Assignor hereby acknowledges, the Assignor assigns transfers and sets over to the Assignee:

- (a) all the benefit of the Patents and all rights arising from them in the Territory;
- (b) all corresponding rights obtainable in the Territory in respect of the inventions the subject of the Patents and in the priority dates of the Patents; and
- (c) all know-how and technical information relating to the Patents,

and all rights, powers, liberties, and immunities arising or to arise from any applications and from any letters patent granted in relation to the Patents to hold unto the Assignee absolutely from the date of this deed.

3. Undertaking

- 3.1 The Assignor undertakes at the expense of the Assignee to do all acts and execute all documents necessary or desirable for effecting the title of the Assignee to the Patents and in case of default the Assignor hereby appoints the Assignee as his attorney for such purpose.
- 3.2 The Assignor agrees to deliver up to the Assignee on request all certificates of title, papers, plans, reports and items in relation to all the rights agreed to be assigned pursuant to clause 2.

4. Representations

The Assignor represents, warrants and undertakes to the assignee that:

- (a) neither the execution of this deed nor the performance by the Assignor of its obligations will cause the Assignor to be in breach of any agreement to which it is a party or is subject;
- (b) each of the Patents is presently subsisting, and the particulars of each as set out in the Schedule hereto are true and correct;
- (c) the Assignor has full right and title to the Patents;
- (d) the Assignor is entitled to make all patent applications which it has made and none of the inventions which is the subject of any such application is part of the state of the art;
- (e) all patent applications (comprised in the Patents) have been made in the prescribed form and the prescribed manner;
- (f) the Assignor has not granted any licences or other user rights to any person in relation to any rights, title or interest in the Patents, or the inventions the subject of the Patents in the Territory;
- (g) the Assignor has not entered into any agreement or arrangement involving the sale, mortgage, pledge, granting of options or any other rights over the Assignor's rights, title and interest in the Patents;
- (h) the use by the Assignee and any sub-licensee of the Assignee of the Patents will not infringe any patent, trade mark, registered design, copyright or similar or other industrial commercial property rights of any person nor give rise to payment by the Assignee or any sub-licensee of the Assignee of any royalty to any third party or to any liability to pay compensation;
- (i) the Assignee shall have and enjoy quiet possession of the Patents uninterrupted by the Assignor or any person claiming under the Assignor; and
- (j) the Assignor is not aware of any fact by which the Patents may be declared invalid, or any claim by which the Patents (or any of them) should be amended.

5. Indemnity

The Assignor will indemnify and at all times hold the Assignee fully and effectively indemnified against any losses, costs, actions, claims, demands, expenses, judgments, court orders or other liabilities arising directly or indirectly out of or in connection with:

- (a) any breach by the Assignor of any of the representations, warranties or undertakings contained in clause 4;
- (b) any claim or action against the Assignee by any sub-licensee of the Assignee resulting from any breach of this deed by the Assignor; and
- (c) any claim made or threatened, whether by legal proceedings or otherwise, against the Assignee by a third party on the ground that by virtue of rights to which such third party lays claim under letters patent or copyright (whether registered as a design or not) or any other similar right or claim including (but without limitation) rights arising from the disclosure under cover of confidence such third party is entitled to prevent or interfere with the free use of any or all of the Patents by the Assignee pursuant to this deed and so that this indemnity will further extend to any claim against the Assignee by its customers or sub-licensees in respect of any similar loss or injury and court fees and expenses of damages and costs and loss or injury suffered by compliance with an injunction ordered on the part of such customer or sub-licensee.

6. Notices

- 6.1 Any notice or other communication in connection with this deed must be in writing signed by the party giving it or his solicitor or agent and it may be:
- (a) left at the address of the addressee; or
 - (b) sent by prepaid ordinary post to the address of the addressee,
- or any other address or number which is notified by one party to the other.
- 6.2 Any notice or other communication takes effect from the time it is received and is taken to be received:
- (a) if left at the address of the addressee, at the time it is left; and
 - (b) if sent by prepaid ordinary post to the address of the addressee, on the third day after posting.

7. Costs and expenses

- 7.1 All fees, costs and expenses incurred by the Assignor in connection with enabling the Assignee to be registered as the sole owner of the Patents shall be borne and paid by the Assignee.
- 7.2 Each party shall pay his own costs and disbursements in connection with the negotiation, preparation and execution of this deed but all stamp duty and other governmental charges payable in respect of this deed shall be paid by the Assignee.

8. Further assurances

The parties agree to execute enter into and do all such further or other deeds documents acts matters or things necessary desirable or convenient to give effect to the provisions of this deed and the matters and transactions contemplated in it.

9. Governing law

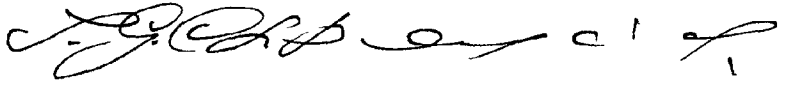
This deed shall be governed and construed by the laws of Western Australia and the parties hereto agree to submit to the jurisdiction of the Courts of Western Australia.

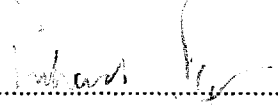
The Schedule

Country	Patent	Patent Application No.	Description
Australia	667057		Brake press safety apparatus
Malaysia		PI9500354	Brake press safety apparatus
Canada		212626	Brake press safety apparatus
USA	5579884		Brake press safety apparatus
Australia		PCT/AU97/00005	Safety apparatus & protection method for machines

Executed as a deed

Signed by the said
Thomas John Appleyard
in the presence of:

) 
)


.....
Witness (Signature)

Richard Andrew Payne
Commissioner of the Supreme
.....
Witness (Print Name) *Court of Western Australia*
for taking Affidavits

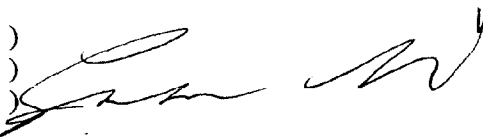
Signed by the said
Bradley Thomas Appleyard
in the presence of:


) 
)


.....
Witness (Signature)

Richard Andrew Payne
Commissioner of the Supreme
.....
Witness (Print Name) *Court of Western Australia*
for taking Affidavits

Signed by the said
Graham Leslie Neil
in the presence of:

) 
)


.....
Witness (Signature)

Richard Andrew Payne
Commissioner of the Supreme
.....
Witness (Print Name) *Court of Western Australia*
for taking Affidavits