

03-14-2003



102390596

Attached original documents or copy thereof.

1. Name of conveying party(ies):
Southern Refrigeration Group Pty. Ltd.

3.11.03

2. Name and address of receiving party(ies)
Name: Supachill Technologies Pty. Ltd.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: 67 Korong Road

City: West Heidelberg State: Victoria, Australia Zip: 3081

Execution Date: January 20, 2002

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

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)

B. Patent No.(s) 6,116,041

Additional numbers attached? Yes No

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

Name: Raymond M. Galasso

Internal Address: _____

Simon, Galasso & Frantz PLC

Street Address: P.O. Box 26503

City: Austin State: Tx Zip: 78755-0503

6. Total number of applications and patents involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1259

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

DO NOT USE THIS SPACE

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.

Raymond M. Galasso, Reg. No. 37,832 Raymond M. Galasso
Name of Person Signing Signature

March 5, 2003
Date

Total number of pages including cover sheet, attachments, and documents: 11 (incl. postcard)

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

03/13/2003 6TON11 00000073 501259 6116041

01 FC:8021 40.00 CH

THIS DEED OF ASSIGNMENT is made the 20th day of January 2002

BETWEEN Southern Refrigeration Group Pty Ltd of 67 Korong Road West Heidelberg in the State of Victoria ,(hereinafter called the Assignor) of the first part.

AND Supachill Technologies Pty Ltd a company incorporated in the State of Victoria the registered office of which is situated at 67 Korong Road West Heidelberg in the said State (hereinafter called the Assignee) of the second part.

WHEREAS:

- A. The Assignor is the owner of a Beverage chilling device (hereinafter referred to as "the invention") more fully described in the "PCT Patent specification for the Invention entitled "Beverage Chiller" dated the 11th March 1997 and annexed hereto.
- B. The Assignor has applied for patent of the invention by Application for patent with PCT Specification # PCT/AU97/00153 and, together with subsequent applications having been granted in the United States, South Africa, China, New Zealand and pending in the United Kingdom and other EPO member countries.
- C. The Assignor has agreed to assign, transfer and set over to the Assignee all its right title and interest in and to the invention together with the benefit of the Application for Patent including the right to apply for or obtain corresponding letters patent in any country of the Territory.

NOW THIS DEED WITNESSETH as Follows:

1. In this Deed the following definitions shall apply:
 - a) "The Patent Application" means PCT Patent Application number PCT/AU97/00153 and all subsequent Granted and Pending Patents, in relation to the invention.

- b) "The Patent" means a Patent which may hereafter be granted in respect of the invention and includes the Patent Application.
- c) "The Territory" means Worldwide.
- d) The masculine gender includes the feminine, neuter genders and vice versa.
- e) Words importing persons shall extend to include companies, incorporations and vice versa.
- f) Words importing the singular number shall extend to and include the plural number and vice versa.
- g) Reference to the "Assignee" and the "Assignor" shall be deemed to include the parties hereinbefore named and respective permitted assigns, successors and transferees of such parties.
- h) Headings are for convenience only and do not affect the interpretation of this Agreement.
- i) The reference in the Deed to a statute or a section of the section passed in substitution for the statute or section referred to or incorporating any of its provisions.
- j) This Deed shall be governed by the laws of the State of Victoria.

2. In consideration of the sum of \$ 1,000 (the receipt of which is hereby acknowledged) Assignor as beneficial owner assigns to the Assignee:

- a) All the intellectual property relating to the

invention including but not limited to the design, process, know how and method of production or use and the exclusive right to make use exercise and vend the invention so that the Assignee shall have and enjoy the whole profit and advantage accruing by reason of the invention;

- (b) All the benefit of the Patent and all rights arising therefrom in the Territory;
- (c) All corresponding rights obtainable in the Territory in respect of the invention the subject of the Patent and in the priority dates of the Patent;
- (d) All rights, powers, liberties and immunities arising or to arise from any applications and from any letters patent granted in relation to the Patent to hold unto the Assignee absolutely from the date of this Deed.

3. The Assignor undertakes at the expense of the Assignee to do all acts and execute all documents necessary or desirable for affecting the title of the Assignee to the Patent and as may be necessary to effect the registration of this assignment of the Assignee's interest in the Patent and in case of default the Assignor hereby appoints the Assignee as his Attorney for such purpose.

4. The Assignor hereby authorises the Assignee to prosecute the Patent Application and to do all such acts and things as it deems necessary in order to procure the acceptance of the Patent Application and the granting of letters patent.

5. All fees, costs and expenses incurred by the Assignor in connection with enabling the Assignee to be registered as the sole owner of the Patent shall be borne and paid by the Assignee.
6. All stamp duty and other governmental charges and legal costs in respect of this Deed shall be paid by the Assignee.
7. The Assignor agrees to deliver up to the Assignee on request all Certificates of Title, papers, plans, specifications, reports and items in relation to the rights agreed to be assigned pursuant to clause 2 hereof.
8. 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) The Patent Application is presently subsisting, and the particulars as set out in sub-clause 1(a) are true and correct.
 - (c) The Assignor has full right and title to the Patent.
 - (d) The Assignor is entitled to make the Patent Application which it has made and the invention which is the subject of such Application is not part of the state of the art.
 - (e) The Patent Application has 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 patent, or the invention the subject of the Patent 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 Patent.
- (h) The use by the Assignee and any sub-licensee of the Assignee of the Patent 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 Patent uninterrupted by the Assignor or any person claiming under the Assignor.
- (j) The Assignor is not aware of any fact by which the Patent maybe declared invalid, or any claim by which the Patent should be amended.

9. 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 8.

- (b) any claim or action against the Assignee by any sub-licensee of the Assignee resulting from any breach of this Agreement by the Assignor; and
- (c) any claim made or threatened resulting from any breach of this Agreement by the Assignor 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.

10. (a) All notices shall be in writing and shall be given by any one of the following means:
- (i) by delivering it to the address of the party on a business day during normal business hours;
 - (ii) by sending it to the address of the party by pre-paid airmail post, or if airmail post is not available by ordinary post; or

(iii) By sending it by telex or facsimile transmission to the telex number or facsimile of the party and on the next business day giving it by either the means set forth in sub-clause (i) or (ii) above.

(b) A notice shall be deemed to be given and received :

i) if given in accordance with sub-clause (a) (i) on the next business day after the day of delivery;

(ii) If given in accordance with sub-clause (a) (ii) five (5) clear business days after the day of posting;

(iii) if given in accordance with sub-clause (a) (iii) on the next business day after transmission.

(c) In the absence of notice to the contrary the address of the parties shall be set below:

The Assignor: Southern Refrigeration Group Pty Ltd
67 Korong Road
West Heidelberg 3081.

The Assignee Supachill Technologies Inc
67 Korong Road
West Heidelberg 3081.

IN WITNESS WHEREOF the parties have hereunto set their respective

Hands and seals the day and year first above written.

Signed and sealed for and on behalf of Southern Refrigeration Group Pty Ltd.

SIGNED SEALED AND DELIVERED by

[Handwritten signature]
Director
in



the presence of :

[Handwritten signature]

..... Witness

THE COMMON SEAL of SUPACHILL TECHNOLOGIES Pty Ltd.
was hereunto affixed in accordance with its articles of
Association in the presence of:

[Handwritten signature]

..... Director

..... Secretary