FORM PTO-1585

07-24-2003 102505204

HEET

To the Honorable Assistant Commissioner for Patents: Please record the attached original documents or copy thereof

1. Name of conveying party(ies): 7-21-03  Additional name(s) of conveying parties attached? □ Yes  No  3. Nature of conveyance:  Assignment □ Merger  □ Security Agreement □ Change of Name  □ Other:  Execution dates:.June 10, 2003	2. Name and address of receiving party(ies)  Name: Brumby Corporation Limited Internal Address: Street Address: Stanley House, Douglas IM12BF City: Isle of Man State: British Isles ZIP: Additional name(s) & address(es) attached? □ Yes ⊗ No
4. Application numbers or patent numbers:  A. Patent Application:29/174,726	B. Patent No.(s)  Contact tracked? □ Yes ⋈ No
5. Name and address of party to whom correspondence concerning document should be mailed: Name: John M. Vereb, Esq. Internal Address: KENYON & KENYON Street Address: One Broadway City: New York State: New York ZIP: 10004	6. Total number of applications and patents involved: 1  7. Total fee (37 C.F.R. 3.41)
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.	
John M. Vereb (Reg. No. 48,912) Name of Person Signing  Total Number of pages including cover sheet, attachments and document: 4	
OMB No. 0651-0011 (exp. 4/94)	
Do not detach this portion  Mail documents to be recorded with required cover sheet information to:  Mail Stop Assignment Recordation Services  Director of US Patent and Trademark Office  P. O. Box 1450  Alexandria, VA 22313-1450	

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## **ASSIGNMENT**

WHEREAS, I,

Nigel BOSWORTH
c/o Foggy PETRONAS Racing
No. 1, Stretton Business Park
Brunel Drive, Burton upon Trent
Staffordshire, United Kingdom
Citizenship: British

have made inventions and discoveries in **FLOOR COVERING**, for which an application for Letters Patent was filed in the U.S. Patent Office under U.S. Serial No. 29/174,726 on January 23, 2003; and

WHEREAS Brumby Corporation Limited, having a place of business at Stanley House, Douglas, IM12BF, Isle of Man, British Isles, and who, together with its successors and assigns, is hereinafter called Assignee, is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited,

NOW, THEREFORE, for valuable consideration furnished by Assignee to me, receipt and sufficiency of which I hereby acknowledge, I hereby, without reservations:

- 1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries, including all divisional, renewal, substitute, and continuation applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.
- 2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise.

- 3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.
- 4. Warrant that I have not conveyed to others any right, title, or interest in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; that I have good right to assign the same to Assignee without encumbrance; and that I am aware of no claim to the contrary.
- 5. Bind my heirs, legal representatives, and assigns, as well as myself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to me or them, all acts reasonably serving to assure that said inventions and discoveries, said patent applications, and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in my control or in the control of my heirs, legal representatives, or assigns which may be useful for establishing the facts of my conception, disclosure, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

**RECORDED: 07/21/2003** 

Niget BOSWORTH