

RECORDATION FORM COVER SHEET
PATENTS ONLY

Patent and Trademark Office
Attorney Docket No.: BARK56107

To the Director - U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Submission Type
 New
 Resubmission (Non-Recordation)
Document ID# _____
 Correction of PTO Error: Reel _____, Frame _____

2. Conveyance Type:
 Assignment Security Agreement
 License Change of Name
 Merger Other:

3. Name(s) of conveying party(ies): Execution Date:
Akam Limited March 28, 2000
Additional name(s) of conveying party(ies) attached? Yes No

4. Name and address of receiving party:
Name: Stenoak Operations Limited
Address: Stenoak House
The Down
Lamberhurst, Kent TN3 8ER
ENGLAND
Additional name(s) & address(es) attached? Yes No

5. Application number(s) and/or patent number(s):
A. Patent Application No(s). B. Patent No(s). 5,039,066
Additional numbers attached? Yes No

If this document is being filed together with a new patent application, enter the date the patent application was signed by the first named executing inventor: _____

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

Lee E. Johnson, Esq.
Customer No. 26389
CHRISTENSEN O'CONNOR
JOHNSON KINDNESS^{PLLC}
1420 Fifth Avenue, Suite 2800
Seattle, WA 98101-2347
206.682.8100

7. Total number of applications and/or patents involved: 1
8. Total fee (37 C.F.R. 3.41): \$40.00
9. The fee is authorized to be charged to Deposit Account No. 03-1740.
10. The Director is hereby authorized to charge any fees under 37 C.F.R. § 3.41 which may be required by this paper, or credit any overpayment, to Deposit Account No. 03-1740.

DO NOT USE THIS SPACE

11. 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.

Lee E. Johnson
Name of Attorney or Agent
Registration No. 22,946
Direct Dial 206.695.1701

Lee Johnson
Signature

2/2/04
Date

Total number of pages, including cover sheet, attachments, and document: 11

I hereby certify that this correspondence is being transmitted via facsimile to the U.S. Patent and Trademark Office, Mail Stop Assignment Recordation Services, at facsimile number 703.306.5995 on February 2, 2004.

Date: February 2, 2004

Daniel M. Estep

LEJ:GLS

GH \$40.00 031740 5039066

DLR

Fax:02077966351

11 Jul '02 16:20

P.39/51

11-JUL-2002 15:52 FROM

TO 02077966351

P.39/50

Private & Confidential

DATED 28 March 2000

AKAM LIMITED

(1)

and

STENOAK OPERATIONS LIMITED

(2)

ASSIGNMENT
of Patents



ADDLESHAW BOOTH & CO

DLA

Fax:02077966361

11 Jul '02 16:20

P.40/51

TO 982877966361

P.39/50

11-JUL-2002 15:52 FROM
11/07 02 18U 10:08 FAX

CONTENTS

Clause	Heading	Page
1	Assignment.....	2
2	Covenants.....	3
3	Governing law.....	4
 Schedule		
1	The Patents and Patent Applications.....	5
2	The Lapsed Patents.....	7

CLAWDOWNSC22P143881.DOC

DLA

Fax:02077966361

11 Jul '02 16:20

P.41/51

11-JUL-2002 15:52 FROM

TO 902077966361

P.40/50

THIS ASSIGNMENT is made on **28 March** 2000 BETWEEN:

- (1) **AKAM LIMITED** whose registered office is at Unit 21, Ratcher Way, Crown Farm Industrial Estate, Mansfield, Nottinghamshire, NG19 0FS (the "Assignor") and
- (2) **STENOAK OPERATIONS LIMITED** whose registered office is at Stenoak House, The Downs, Lambhurst, Kent, TN3 5ER (the "Assignee")

WHEREAS:

- (A) The Assignor is the owner of the patents and patent applications, particulars of which are set out in schedule 1 hereto ("the Patents" and "the Applications", respectively).
- (B) The Assignor has agreed to sell and the Assignee has agreed to buy the Patent and Patent Applications and the inventions claimed by the Patent and Patent Applications in the territories which are the subject of the Patents and the Applications ("the Inventions") to the Assignee pursuant to the Sale and Purchase Agreement of even date herewith ("the Sale and Purchase Agreement") on the terms set out below. The Assignor has also agreed to sell and the Assignee has agreed to buy all its right, title and interest (if any) in and to the patents set out in Schedule 2 which have now lapsed ("the Lapsed Patents") to the Assignee.

NOW THIS DEED WITNESSETH as follows:

0175WPA32981.DOC

DLA

Fax:02077966361

11 Jul '02 16:21

P.42/51

11-JUL-2002 15:52

FROM

TO 902077966361

P.41/50

1 Assignment

1.1 In consideration of the Assignor paying to the Assignee the sum of £ and subject to the disclosures set out in the Disclosure Letter (as defined in the Sale and Purchase Agreement) the Assignor hereby assigns to the Assignee

(a) with full title guarantee (save in respect of any implied covenant of further assurance which is hereby excluded) to hold the same unto the Assignor absolutely and free from any encumbrances, charges liens or rights or obligations to third parties, all right, title and interest in:

(i) the Patents; and

(ii) the Inventions; and

(iii) the Applications, to the intent that the grant of any patents thereon shall be in the name of and vest in the Assignee, or its nominee,

together with:

DLA
(without limitation)

(A) all rights and powers arising or accrued therefrom, including the right to sue for damages and/or other remedies in respect of any infringement of the Patents;

(B) the right to apply for and prosecute and obtain patent or similar protection throughout the world in respect of the Inventions and the right to claim priority from the Patents and Applications, to the intent that the grant of any patents or similar protections shall be in the name of and vest in the Assignee or its nominee or successor in title.

DLA

Fax:02077966361

11 Jul '02 16:21

P.43/51

11-JUL-2002 15:52 FROM

TO 902077966361

P.42/50

(b) all its right, title and interest (if any) in and to the Lapsed Patents.

together with:

(i) all its rights and powers arising or accrued therefrom, including the right to sue for damages and/or other remedies in respect of any infringement of the Lapsed Patents whether taking place before or after the date hereof;

(ii) its right to claim priority from the Lapsed Patents.

2 Covenants

2.1 Subject to clause 2.2 the Assignor hereby covenants with the Assignee that at the request and expense of the Assignee or its nominee or successor in title it will at all times hereafter execute and procure the execution of all documents, papers, forms and authorisations (including, without limitation, confirmatory assignments) and depose and procure the deposing to swear all declarations or oaths and do and procure the doing of all acts which may be reasonably required by the Assignee and/or its nominee and/or successor in title to:

(a) vest in the Assignee and/or its nominee and/or successor in title all right title and interest in the Patents, Applications and Inventions and all the Assignor's title in the Lapsed Patents and otherwise as set out in this Deed and to assist in the resolution of any question or dispute concerning the Patents, the Lapsed Patents, the Applications and Inventions and the infringement or alleged infringement by any third party of the same and to bring and prosecute an action in respect of the same and to enable the Assignee and/or its nominee and/or successors in title to enjoy the full benefit of such property and rights and the exclusive benefit of any patent granted pursuant to the Applications; and

DLA

Fax:02077966361

11 Jul '02 16:21

P.44/51

11-JUL-2002 15:53 FROM

TU 902077966361

P.43/50

(b) to enable the Assignee and/or its nominee and/or successor in title to be recorded as the sole proprietor of the Patents, the Lapsed Patents and the Applications (and any patent granted pursuant thereto) and any patent granted or application filed in respect of the Inventions, on any applicable public registry, file or other record nominated from time to time by the Assignee and/or its nominee.

2.2 The Assignor will be responsible for all costs incurred in vesting title to the Patents and/or the Applications in the Assignee other than the costs incurred in stamping or recording this Assignment and/or recording of this Assignment document at the UK Trade Marks and Patent Registry and similar registries throughout the world.

3 Governing law

3.1 This Agreement shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction in respect of it

IN WITNESS whereof the parties to this Assignment have executed it the day and year first above written.

Copyrighted material

DLA

Fax:02077966361

11 Jul '02 16:21

P.45/51

11-JUL-2002 15:53 FROM

TO 902077966361

P.44/50

Schedule 1The Patents and Patent Applications

Country	Patent No.	Specification Title	Filing Date	Expiry Date
Australia	623193	Improvements in safety fences	08.11.89	08.11.09
Canada	2002442	Improvements in safety fences	07.11.89	07.11.09
Spain	369659	Improvements in safety fences	03.11.89	03.11.09
France	369659	Improvements in safety fences	03.11.89	03.11.09
GB	369659	Improvements in safety fences	03.11.89	03.11.09
Israel	92204	Improvements in safety fences	06.11.89	06.11.09
Luxembourg	369659	Improvements in safety fences	03.11.89	03.11.09
Mexico	179716	Improvements in safety fences	07.11.89	07.11.09
Netherlands	369659	Improvements in safety fences	03.11.95	03.11.15
New Zealand	231325	Improvements in safety fences	08.11.89	08.11.09
Portugal	92221	Improvements in safety fences	03.05.95	13.02.12
Sweden	89311435-5	Improvements in safety fences	03.11.89	03.11.09
Russia	2003758	Improvements in safety fences	03.11.89	03.11.09
Turkey	27232	Improvements in safety fences	08.11.89	08.11.09

DLR

Fax:02077966361

11 Jul '02 16:22

P.46/51

11-JUL-2002 15:53 FROM

TO 902077966361

P.45/50

Country	Patent No.	Specification Title	Filing Date	Expiry Date
United States	5039066	Improvements in safety fences	13.02.92	
South Africa	89/8455	Improvements in safety fences	07.11.89	-
Japan	2695494	Improvements in safety fences	-	-
South Korea	115081	Improvements in safety fences	-	-
Europe	97303733.6	Anchor for cables	02.06.97	-

DLR

Fax:02077966361

11 Jul '02 16:22

P.47/51

11-JUL-2002 15:53 FROM

TO 902077966361

P.46/50

Schedule 2

The Lapsed Patents

Country	Patent No.	Specification	Filing Date
GB	2224528	Improvements in safety fences	03.11.88
Austria	E0117391	Improvements in safety fences	03.11.91
Belgium	369659	Improvements in safety fences	03.11.89
Switzerland	369659	Improvements in safety fences	03.11.89
Germany	68920706-9	Improvements in safety fences	03.11.89
Denmark	169214	Improvements in safety fences	07.11.89
Finland	91905	Improvements in safety fences	05.11.89
Greece	3015825	Improvements in safety fences	03.11.89
Hungary	204915	Improvements in safety fences	07.11.89
Italy	369639	Improvements in safety fences	03.11.89

DLA
11-JUL-2002 15:53 FROM

Fax:02077966361

11 Jul '02 16:22
TO 902077966361

P.48/51
P.47/50

EXECUTED as a DEED and DELIVERED)
by AKAM LIMITED acting)
by its undermentioned officers)

[Signature]
Director
[Signature]
Secretary or Director

EXECUTED as a DEED and DELIVERED)
by STENOAK OPERATIONS LIMITED)
acting by its undermentioned officers)

[Signature]
Director
[Signature]
Secretary or Director

C:\Program Files\Microsoft Office\Office\...