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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:
Stenoak Operations Limited July 12, 2002

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

4. Name and address of receiving party:

Name: Brifen Limited

Address: Highlands Farm
Highlands Lane
Rotherfield, Grey
Henley-on-Thames, Oxfordshire RG9 4PS
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.

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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 *LMC*

2/2/04
Date

Total number of pages, including cover sheet, attachments, and document: 13

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

Dawn M. Estep

LEJ:GLS

GH \$40.00 031740 5039066

ivate & Confidential

DATED 12 July 2002

STENOAK OPERATIONS LIMITED
(IN ADMINISTRATIVE RECEIVERSHIP) (1)

MARTIN GILBERT ELLIS, MALCOLM BRIAN SHIERSON
and DAVID ROBERT TURGOOD (2)

and

BRIFEN LIMITED
(IN ADMINISTRATIVE RECEIVERSHIP) (3)

ASSIGNMENT OF TRADE MARKS AND
PATENTS

Wragge & Co

Birmingham London Brussels

Tel +44 (0)3870 903 1000 Fax +44 (0)3870 904 1095 mail@wragge.com www.wragge.com

CONTENTS

Clause

Heading

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THIS ASSIGNMENT is made on 12 July 2002

BETWEEN

- (1) **STENOAK OPERATIONS LIMITED** (in Administrative Receivership) (Registered in England No. 03928027) whose registered office is at Highlands Farm, Highlands Lane, Rotherfield, Grey, Henley-on-Thames, Oxfordshire, RG9 4PS (the "Assignor");
- (2) **MARTIN GILBERT ELLIS, MALCOLM BRIAN SHIERSON and DAVID ROBERT THURGOOD** of Messrs Grant Thornton of Grant Thornton House, Melton Street, Euston Square, London, NW1 2EP (together the "Receivers"); and
- (3) **BRIFEN LIMITED** (in Administrative Receivership) (Registered in England No. 03451600) whose registered office is at Highlands Farm, Highlands Lane, Rotherfield, Grey, Henley-on-Thames, Oxfordshire, RG9 4PS (the "Assignee").

BACKGROUND:

- (A) The Receivers were appointed to act as joint administrative receivers of the Assignor and Assignee on 8 July 2002 by Barclays Bank plc under the provisions of a guarantee and debenture dated 8 September 2000 and made between the Assignor and Barclays Bank plc.
- (B) The Assignee has agreed to assign all such right, title and interest as it has in the Patents and the Trade Marks on the terms set out below.

AGREEMENT:

The parties **AGREE** as follows:

1 Definitions

In this Assignment unless the context otherwise requires:

"Business" means the Assignor's business as manufacturers of cabling;

"Patents" means those patents and patent applications listed in Schedule 1.

"Trade Marks" means those trade marks and trade mark applications listed in Schedule 2.

2 Assignment

2.1 In consideration of the sum of £1 (one pound) now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor assigns and transfers to the Assignee all such right, title and interest as it has in the Patents and the Trade Marks, together with all goodwill in the Trade Marks, and all rights of action, remedies, powers and benefits relating to any of the Patents or Trade Marks including the right to sue for damages for infringement or misuse occurring before the date of this Assignment.

3 Further Assurance

3.1 The Assignor undertakes that, at the request and expense of the Assignee, it will do all reasonable acts and things (including, without limitation, making declarations and oaths) and execute all documents that may be necessary under the law of any country for completing the transfer to the Assignee of such right, title and interest to any of the rights assigned by clause 2.

3.2 At the request and expense of the Assignee, the Assignor shall provide all reasonable assistance to the Assignee which may be necessary in connection with bringing or defending any proceedings relating to any of the rights assigned or transferred by clause 2.

4 Exclusion of Covenants

4.1 No covenant for title or title guarantee of any sort shall be implied into this Assignment.

5 Exclusion of Receivers' personal liability

5.1 The Receivers have signed this Assignment as agents for the Assignor and for the Assignee and neither they nor their firm or representatives shall incur any personal liability in respect of it or any document made to implement its terms or any collateral agreement which may exist or be implied in any way in respect of the assigned assets or rights.

6 Applicable Law and Jurisdiction

6.1 This Assignment and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and all disputes and claims arising out of or relating to this Assignment shall be subject to the exclusive jurisdiction of the English Courts to which the parties irrevocably submit.

7 Third Parties

7.1 A person who is not a party to this Assignment shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Assignment. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

IN WITNESS of the above the Assignor and Assignee have signed this Assignment on the date written at the head of this Agreement.

Schedule 1**Part 1****The Patents**

Country	Patent No.	Specification Title	Filing Date	Expiry Date
GB	2224528	Improvements in safety fences	03.11.88	Expired
Austria	E0117391	Improvements in safety fences	03.11.91	03.11.11
Australia	623193	Improvements in safety fences	08.11.89	08.11.09
Belgium	369659	Improvements in safety fences	03.11.89	03.11.09
Canada	2002442	Improvements in safety fences	07.11.89	07.11.09
Switzerland	369659	Improvements in safety fences	03.11.89	03.11.09
Germany	68920706-9	Improvements in safety fences	03.11.89	03.11.09
Denmark	169214	Improvements in safety fences	07.11.89	07.11.09
Spain	369659	Improvements in safety fences	03.11.89	03.11.09
Finland	91905	Improvements in safety fences	06.11.89	06.11.09
France	369659	Improvements in safety fences	03.11.89	03.11.09
Europe	369659	Improvements in safety fences	03.11.89	03.11.09
Greece	3015823	Improvements in safety fences	03.11.89	03.11.09
Hungary	204915	Improvements in safety fences	07.11.89	07.11.09
Israel	92204	Improvements in safety fences	06.11.89	06.11.09

Country	Patent No.	Specification Title	Filing Date	Expiry Date
Italy	369659	Improvements in safety fences	03.11.89	03.11.09
Luxembourg	369659	Improvements in safety fences	07.11.89	07.11.09
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	231326	Improvements in safety fences	08.11.89	08.11.09
Portugal	9222	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
United States	5039066	Improvements in safety fences	13.02.92	
South Africa	89/8455	Improvements in safety fences	07.11.89	07.11.89
Japan	2695494	Improvements in safety fences	No record	
South Korea	115081	Improvements in safety fences	No record	
Europe	97303733.6	Anchor for cables	02.06.97	02.06.97
USA	6065738	Anchor for cables	02.06.97	

Schedule 2

The Trade Marks

Brifem Limited

OWNER	TRADE MARK	CLASS	APPLICATION NO	REGISTRATION NO	STATUS	LOGO
			APPLICATION DATE	REGISTRATION DATE	RENEWAL DUE	

Australia

Brifem Limited	BRIFEN & DEVICE	6	A565176	A565176	Registered	
			11 October 1991	11 October 1991	11 October 2008	

Denmark

Brifem Limited	BRIFEN DEVICE	6	VA02.990	VR01.180	Registered	
			26 April 1989	06 March 1992		
				1989	1992	

France

Brifem Limited	BRIFEN DEVICE	6		93491198	Registered	
				07 November 1993	07 November 2003	

WRAGGE2 R3423166 v1 [MDS]

OWNER TRADE MARK CLASS APPLICATION NO REGISTRATION NO STATUS LOGO
 APPLICATION DATE REGISTRATION DATE RENEWAL DUE
 07 November 1993 07 November 2003

Indonesia

Briflen Limited	BRIFEN	6	H4HC0101-12745	323802	Registered
			19 October 1991	19 October 1991	19 April 2001
Briflen Limited	BRIFEN Logo	6	2780		Pending
			30 September 1993		

Malaysia

Briflen Limited	BRIFEN	6	9106953	9106953	Registered
			31 October 1991	31 October 1997	31 October 2008

New Zealand

Briflen Limited	BRIFEN & DEVICE	6	213757	213757	Registered
			16 October 1991	16 October 1991	16 October 2012

WRAG002 #3425166 v1 [MDS]

OWNER	TRADE MARK	CLASS	APPLICATION NO	REGISTRATION NO	STATUS	LOGO
			APPLICATION DATE	REGISTRATION DATE	RENEWAL DUE	

Qatar

Brifen Limited	BRIFEN	6	6992 20 November 1988	6992 20 November 1988	Registered	
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Sweden

Brifen Limited	BRIFEN	6	253656 3 December 1993	253656 3 December 1993	Registered	
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Thailand

Brifen Limited	BRIFEN	6	221324 18 November 1991	159433 18 November 1991	Registered	
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WRAGGE2 #3425166 v1 [MDS]

OWNER	TRADE MARK	CLASS	APPLICATION NO	REGISTRATION NO	STATUS	LOGO
			APPLICATION DATE	REGISTRATION DATE	RENEWAL DUE	

United Kingdom

Brifen Limited	BRIFEN/BRU-FEN & BRIFEN DEVICE	6	1353126 25 July 1988	1353126 25 July 1988	Registered 25 July 2005	
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United States of America

Brifen Limited	BRIFEN	6	74235795 07 January 1992	2037354 11 February 1997	Registered 11 February 2007	
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SIGNED by one of the Receivers)

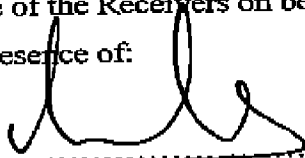
Receiver

for and on behalf of
STENOAK OPERATIONS LIMITED

SIGNED by one of the Receivers on behalf of all)
of them in the presence of:

Witness

(signature)

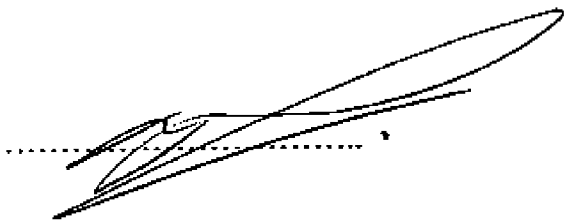


Name: D DUNKLEY

Address: 8 HANOVER PLACE

LONDON, E3 4RD

Occupation: ACCOUNTANT



SIGNED by one of the Receivers)

Receiver

for and on behalf of
BRIFEN LIMITED