

07-28-2003

U.S. Department of Commerce



HEET

102509442



Our Ref.: 2075-29

7-23-03
Mail Stop Assignment Recordation Services
Commissioner of Patents
P.O. Box 1450
Alexandria, VA 22313-1450

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

FOSROC INTERNATIONAL LIMITED

Additional name/s of conveying party/ies attached? ☐

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Assignment ☐ Change of Name
☐ Other

Execution Date: August 9, 2002

2. Name and address of receiving party(ies):

Name: **FOSROC MINING INTERNATIONAL LIMITED**

Internal Address:

Street Address: Wakefield House, Pipers Way

City: Swindon, Wiltshire

State/Country: United Kingdom

Zip: SN3 1RE

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).

(1) 10/183,346

(2) _____

(3) _____

B. Patent No(s).

(1)

(2)

(3)

Additional numbers attached ☐ Yes ☒ No

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

Name: Bryan H. Davidson

Internal Address:

Street Address: Nixon & Vanderhye P.C.

1100 North Glebe Road

8th Floor

City: Arlington State: VA Zip: 22201

6. Total number of applications & patents involved: 1

7. Total fee (37 CFR 3.41)

\$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.

DO NOT USE THIS SPACE

9. Statements 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.

Bryan H. Davidson

Name of Person Signing

Reg. No. 30,251

Signature

July 23, 2003

Date

Total number of pages including original cover sheet, attachments, and document: [4]

07/28/2003 6TON11 00000004 10183346

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PATENT
REEL: 014305 FRAME: 0881

DATED 9th August **2002**

FOSROC INTERNATIONAL LIMITED

-and-

FOSROC MINING INTERNATIONAL LIMITED

**DEED OF ASSIGNMENT
OF PATENTS**

Df. Wimbledon.Assignments.USA.19.07.02

BETWEEN

(1) "the Assignor"

FOSROC INTERNATIONAL LIMITED

(Company No. 00959643) whose registered office is at Burmah Castrol House, Pipers Way, Swindon, Wiltshire, SN3 1RE, United Kingdom;

AND

(2) "the Assignee"

FOSROC MINING INTERNATIONAL LIMITED

(Company No. 04373275) whose registered office is at Wakefield House, Pipers Way, Swindon, Wiltshire, SN3 1RE, United Kingdom.

WHEREAS

- (A) The Assignor is the proprietor of the patents set out in Schedule A ("the Registered Patents") and the applicant for the patents set out in Schedule B ("the Patent Applications") (The Registered Patents and Patent Applications are collectively referred to as "the Patents").
- (B) The Assignor has agreed to assign the Patents to the Assignee.

NOW THEREFORE IT IS AGREED

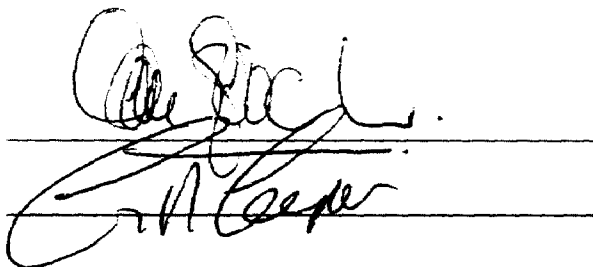
- 1 In consideration of the sum of two hundred and two thousand one hundred and twenty one Pounds (£202,121), paid by the Assignee to the Assignor, receipt of which is hereby acknowledged, the Assignor assigns to the Assignee, with effect from 31 July 2002, all of the Assignor's right, title and interest in and to the Patents together with all its rights and powers arising or accrued from the Patents including the rights to sue for damages and other remedies in respect of infringements of any of the Patents prior to the date of this assignment, and the right to apply for, prosecute and obtain patent protection throughout the world in respect of the inventions claimed in the Patents including the right to claim priority therefrom to the intent that the grant of letters patent or similar protection shall be in the name of and vest in the Assignee.
- 2 The Assignor undertakes and agrees to execute all documents and do all such acts and things as may be necessary to give legal effect to the assignments hereunder (and the recordal thereof), the costs of which shall be borne by the Assignor and the Assignee in equal proportion.
- 3 This assignment shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction in respect of it.
- 4 If the assignment of any patent made in terms of this agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such assignment or

part shall to that extent be deemed not to form part of this agreement but the enforceability of this agreement shall not be affected.

AS WITNESS whereof this agreement has been executed as a deed on the date first stated above.

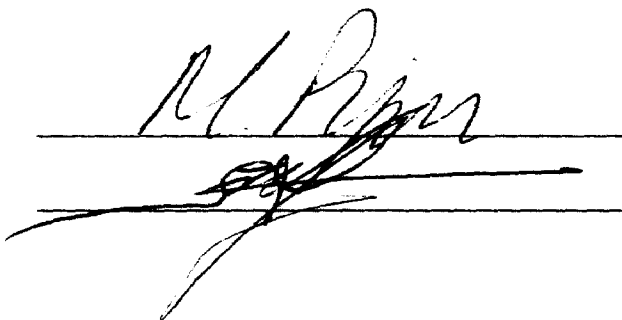
SIGNED for and on behalf of
FOSROC INTERNATIONAL LIMITED
acting by Alan Gooch,
a Director and Greg Cooper
a Director/the Secretary

}

Handwritten signatures of Alan Gooch and Greg Cooper on two horizontal lines.

SIGNED for and on behalf of
FOSROC MINING INTERNATIONAL LIMITED
acting by Mark Piper
a Director and Frederick Nicholas James
~~a Director~~/the Secretary

}

Handwritten signatures of Mark Piper and Frederick Nicholas James on two horizontal lines.