

02-25-2004

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CUSTOMIZED RE
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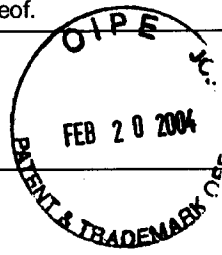
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To The Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents(s) or copy(ies) thereof.

Docket No.: P07812US00/RFH

1. Name of conveying party(ies)
PROLOC SECURITY SYSTEMS PTY LIMITED



2. Name and address of receiving party(ies):
Name: **PRO.LOC INTERNATIONAL LIMITED**
Street Address: **The Courtyard, High Street**
City + Address: **Ascot, Berkshire, SL5 7HP AUSTRALIA**

3. Nature of conveyance:
 Assignment Merger Security Agreement
..... Change of Name Other:
Execution Date: **10/31/2003**

4. Application number(s) or patent number(s)
..... This document is filed together with a new application, whose execution date is:
A. Patent Application No.(s) B. Patent No.(s)
5,657,893

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Ross F. Hunt, Jr.** Tel.: **703-739-4900**
STITES & HARBISON PLLC • 1199 North Fairfax St. • Suite 900 • Alexandria, VA 22314-1437

6. Total number of applications and patents involved: **#1**

7. Total fee (37 CFR 3.41)
 Enclosed **\$40.00**
(8. Any insufficiency in fee is authorized to be charged to Deposit Account No. 12-0555.)

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.

Ross F. Hunt, Jr. 24,082
Name of person signing

Signature

February 20, 2003
Date

Total number of pages including cover sheet, attachments and documents: **5**

02/23/2004 BABRWA1 00000149 5657893

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THIS DEED is made on 31 October

2003

BETWEEN:

- (1) Proloc Security Systems Pty Limited (Administrator Appointed) (ACN 003 875 778) c/- Horwath Sydney, Level 10, 1 Market Street, Sydney, NSW, 2000 (the "Assignor"); and
- (2) Pro.Loc International Limited (company number 4873017) whose registered office is at The Courtyard, High Street, Ascot, Berkshire, SL5 7HP (the "Assignee").

THE PARTIES AGREE as follows:

1. DEFINITIONS

In this Agreement:

"Applications" means the Assignor's applications to register the patents listed in part B of the schedule to this Assignment;

"Patents" means together the Applications and the Registered Patents;

"Registered Patents" means the registered patents listed in part A of the schedule to this Assignment of which the Assignor is the registered proprietor.

2. ASSIGNMENT

For valuable consideration (the receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns and transfers to the Assignee:

2.1 all of its right, title and interest in and to:

2.1.1 the Registered Patents; and

2.1.2 the Applications with the intent that the grant of any patent the subject of the Applications, will be in the name of and will vest in the Assignee; and

2.2 all the rights, powers, liberties and immunities conferred on the applicant for or registered proprietor of the Patents, free from all liens, charges and encumbrances; and

2.3 the right to sue for and to recover damages and other remedies in respect of any infringement of the Patents or other acts carried out by another person within the scope of the claims of any published specification of any of the Patents which may have occurred before the date of this Assignment.

3. WARRANTIES

3.1 The Assignor does not make any representation regarding the scope, enforceability, registrability or validity of the Patents and does not warrant that the Patents do not

Infringe patents or intellectual property rights of third parties as at the date of this Agreement.

- 3.2 Notwithstanding clause 3.1, the Assignor is not aware of any actions or claims by third parties challenging the validity of, or its title to, the Patents as at the date of this Agreement.

4. FURTHER ASSURANCE

The Assignor shall on request by the Assignee and at the Assignee's expense do and execute or arrange for the doing and executing of each necessary act, document and thing reasonably within its powers to implement this Assignment.

5. ASSISTANCE WITH APPLICATIONS

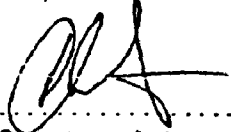
The Assignor shall on request by the Assignee and at the Assignee's expense give such assistance as the Assignee may reasonably request with the prosecution to grant of the Applications.

6. GOVERNING LAW

This Assignment is governed by, and shall be construed in accordance with, the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that place and all courts which have jurisdiction to hear appeals from those courts in relation to all matters arising out of this Assignment.

IN WITNESS WHEREOF this Assignment has been executed as a deed by or on behalf of the parties hereto on the date first above written.

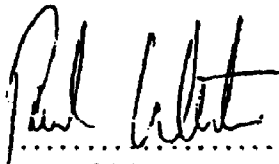
The common seal of Proloc Security Systems Pty Limited (Administrator Appointed) is affixed in accordance with section 437A of the Corporations Act 2001 in the presence of:



Signature of witness

Jonathan Clements

Name of witness (print)



Signature of Administrator

PAUL WESTON

Name of Administrator (print)

Signed, sealed and delivered for and on)
behalf of Pro.Loc International Limited)

Name JASON F. FITZGERALD

Position Director

Signature J. Leo F. Fitzgerald

Name STEPHAN BUTTH

Position Director/Secretary

Signature S. Butth

SCHEDULE**THE PATENTS****Part A: Registered Patents**

Patent Number	Country	Title
714198	Australia	Security container
676260	Australia	Improved container
6006941	United States	Security container
5657893 ✓	United States	Security container
319071	New Zealand	Security container
260203	New Zealand	Improved container

Part B: Applications

Patent Number	Country	Application date	Title
PQ7660	Australia	22/5/00	Book Security device
2002950233	Australia	17/7/02	Security device
2001258065	Australia	22/5/01	Book Security device
PI20012444	Malaysia	23/5/01	Security device
PCT/AU01/00593	PCT patent	22/5/01	Book Security device
PCT/AU03/00920	PCT patent	17/7/03	Book Security device
2234575	Canada	10/10/96	Security container
2410298	Canada	22/5/01	Book Security device
96932388	Europe	10/10/96	Security container
1931230.5	Europe	22/5/01	Security device
10/296060	United States	22/5/01	Book Security device
0301881	Hungary	22/5/01	Book Security device

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