

3/29/04

03-31-2004



FORM COVER SHEET Patents Only

To the Director of the USPTO
Please record the original documents or copy thereof.

102708926

Attorney Dkt. No.: 039038/189772

1. Name of conveying party(ies):

Christopher John Ball

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

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

Water Tube Pty Limited
Suite 301, 107 Phillip Street
Parramatta, New South Wales 2150
AUSTRALIA

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment
 Merger
 Security Agreement
 Change of Name
 Other
Execution Date: January 13, 2004

4. Application No. _____ Patent No. 6,108,970

If this document is being filed together with a new application, the execution date of the application is:

Additional numbers attached? Yes No

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

ALSTON & BIRD LLP
Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, NC 28280-4000

6. Total number of applications and patents involved:

1

OPR/FINANCE
MAR 27 AM 8:35

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 16-0605

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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.*

Charles B. Elderkin
Name of Person Signing: Charles B. Elderkin
Reg. No. 24,357

March 24, 2004
Date

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

USPTO Fax Number for New Assignments (703) 306-5995

#4638363v1

03/30/04 10:48 AM 00000021 6108970 40.00 DP

Dated the 13 day of January 2004

BETWEEN

CHRISTOPHER JOHN BALL
(the "Assignor")

AND

WATER TUBE PTY LIMITED
(the "Assignee")

DEED OF ASSIGNMENT OF PATENT

UNITED STATES PATENT NO 6108970

Robinson Legal
Solicitors
Level 4, 350 Kent Street
SYDNEY NSW 2000
Tel: (02) 9299 2100
Fax: (02) 9299 2201
DX 1353 SYDNEY
Ref: JAB:AC:000485

THIS DEED is made the 13 day of January, 2004

BETWEEN

CHRISTOPHER JOHN BALL of 51 Hillvue Road, Tamworth, New South Wales

("Assignor")

AND

WATER TUBE PTY LIMITED ACN 079 708 768 of Suite 301, 107 Phillip Street,
Parramatta, New South Wales

("Assignee")

RECITALS:

- A. The Assignor is the legal and beneficial owner in the United States of America ("Territory") of United States Patent Number 6108970 ("Patent").
- B. The Assignor has agreed to assign and transmit its entire right, title and interest in and to the Patent to the Assignee on the terms of this Deed.

NOW THE PARTIES AGREE as follows:

1. ASSIGNMENT

In consideration of payment by the Assignee to the Assignor of the sum of Ten thousand dollars (\$10,000) on the date of this Deed (the receipt of whereof is hereby acknowledged) the Assignor assigns and transmits to the Assignee its entire right, title and interest in and to the Patent including:

- (a) all the benefit of the Patent and all rights arising from it; and
- (b) all corresponding rights obtainable in the Territory in respect of the inventions the subject of the Patent and in the priority date of the Patent; and
- (c) all know-how and technical information relating to the Patent,

and all rights, powers, liberties, and immunities arising or to arise from any applications and from any letters patent granted in relation to the Patent.

2. AUTHORITIES

The Assignor agrees at the cost of the Assignee, to do all acts as may be reasonably necessary to:

- (a) enable the Assignee to apply for and obtain registration as the registered proprietor of the Patent; and



- (b) cancel the record of the Assignor's interest or any other party's recorded interest in the Patent.

3. UNDERTAKINGS

The Assignor undertakes not to do any act which would or might:

- (a) invalidate or put in dispute the Assignee's title to the Patent;
- (b) oppose any application for registration of the Patent, or invalidate any registration of the Patent in due course; or
- (c) support an application to remove the Patent from registration,

nor will the Assignor assist any person directly or indirectly in these acts.

4. WARRANTIES AND INDEMNITY

4.1 The Assignor represents, warrants and undertakes to the Assignee that:

- (a) neither the execution of this Deed nor the performance by the Assignor of the Assignor's obligations under this Deed will cause the Assignor to be in breach of any agreement to which the Assignor is a party or subject;
- (b) the Patent is presently subsisting, and the particulars set out in the Schedule to this Deed are true and correct;
- (c) the Assignor has full right and title to the Patent;
- (d) the Assignor has not granted any licences or other user rights to any person other than to the Assignee in relation to any right, title or interest in the Patent, or the invention the subject of the Patent, in the Territory;
- (e) the Assignor has not entered into any agreement or arrangement involving the sale, mortgage, pledge, granting of options or any other rights over the Assignor's right, title and interest in the Patent;
- (f) the use by the Assignee and any sub-licensee of the Assignee of the Patent will not infringe any patent, trade mark, registered design, copyright or similar or other industrial commercial property rights of any person nor give rise to payment by the Assignee or any sub-licensee of the Assignee of any royalty to any third party or to any liability to pay compensation;
- (g) the Assignee will have and enjoy quiet possession of the Patent uninterrupted by the Assignor or any person claiming under the Assignor; and
- (h) the Assignor is not aware of any fact by which the Patent may be declared invalid, or any claim by which the Patent should be amended.



4.2 The Assignor will indemnify and will keep indemnified the Assignee against all losses, costs, actions, claims, demands, expenses, judgments, court orders or other liabilities arising directly or indirectly out any breach by the Assignor of any of the representations, warranties or undertakings contained in clause 4.1 or the Assignor breaching this Deed.

5. **JURISDICTION**

This Agreement will be governed by and construed in accordance with the laws of the State of New South Wales and the parties submit to the jurisdiction of the courts of that State.

6. **CHARGES**

All stamp duties and governmental charges and registration fees arising out of this Agreement will be the responsibility of and payable by the Assignee.

7. **GST**

The parties acknowledge that, unless otherwise stated, all payments under or in connection with this Agreement have been calculated without regard to the effect of the GST.

If the whole or part of a payment under or in connection with this Agreement is the consideration for a taxable supply, the payer must pay to the payee an additional amount equal to the applicable GST.



SCHEDULE

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PATENT
REEL: 015139 FRAME: 0715

The
United
States
of
America



**The Director of the United States
Patent and Trademark Office**

Has received an application for a patent for a new and useful invention. The title and description of the invention are enclosed. The requirements of law have been complied with, and it has been determined that a patent on the invention shall be granted under the law.

Therefore, this

United States Patent

Grants to the person(s) having title to this patent the right to exclude others from making, using, offering for sale, or selling the invention throughout the United States of America or importing the invention into the United States of America for the term set forth below, subject to the payment of maintenance fees as provided by law.

If this application was filed prior to June 8, 1995, the term of this patent is the longer of seventeen years from the date of grant of this patent or twenty years from the earliest effective U.S. filing date of the application, subject to any statutory extension.

If this application was filed on or after June 8, 1995, the term of this patent is twenty years from the U.S. filing date, subject to any statutory extension. If the application contains a specific reference to an earlier filed application or applications under 35 U.S.C. 120, 121 or 365(c), the term of the patent is twenty years from the date on which the earliest application was filed, subject to any statutory extensions.

A handwritten signature in cursive script, appearing to read "J. Todd De".

Director of the United States Patent and Trademark Office

A handwritten signature in cursive script, appearing to read "Pamela L. Morton".

Attest