

04-06-2004



COVER SHEET
Y

U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 03943.0120
Attorney Customer Number: 22,852

4.104

Mail Stop Assignment Recordation Services

To the Director of the U.S. Patent and Trademark Office
Please record the attach

102714103, ...

1. Name of conveying party(ies):
Industrial Protection Devices, LLC

2. Name and address of receiving party(ies):
Name: BS&B Safety Systems Limited

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

Internal Address:

3. Nature of conveyance:

Street Address: Bay G-1, Raheen Industrial Est.

Assignment

Merger

City: RAHEEN COUNTY, LIMERICK

Security Agreement

Change of Name

Country: IRELAND

Other:

Additional name(s) & Address(es) attached?

Execution Date: October 1, 2002

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:

A. Patent Application Number(s):

B. Patent Number(s):

5,502,494
5,198,611
5,934,381
6,269,746 B1

Additional numbers attached? Yes No

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

Name: David M. Ruddy
04/05/2004 BYRNE 00000090 5302494
01 Ft:0021 160.00 DP

6. Total number of patents, applications, and registrations involved:
4

7. Total fee (37 CFR 3.41): \$40 x 4= \$160.00

Enclosed (Please charge deficiency to deposit account)
 Authorized to be charged to deposit account

Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.

Street Address: 1300 I Street, N.W.

City: Washington, D.C.

State: Zip: 20005-3315

8. Deposit Account No.: 06-0916

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.

David M. Ruddy
Reg. No. 53,945

David Ruddy
Signature

April 1, 2004
Date

Total number of pages including cover sheet, attachments and documents: 8

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Agreement") is entered into as of the 1st day of October, 2002, by and between Industrial Protection Devices, L.L.C., a Delaware limited liability company (the "Assignor") and BS&B Safety Systems Limited., a company existing and organized under the laws of the Republic of Ireland (the "Assignee"). The Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, the Assignee wants to acquire the entire right, title and interest in and to certain intangible assets, including certain United States letters patent, of which the Assignor owns full right, title and interest;

I. DEFINITIONS

As used in this Intellectual Property Assignment, the following terms shall have the meanings set forth below:

1.1 Intangible Assets means the non-physical proprietary rights of the Assignor that were used or useable in Assignor's business at any time prior to the Effective Date, including, but not limited to:

A. Patents, Patent Applications, and Invention/Engineering Disclosures

Any and all issued patents, pending or abandoned patent applications, and invention or engineering disclosures that are not the subject of issued patents and pending patent applications, which are owned by the Assignor or under which the Assignor has assignable rights that were used or useable in Assignor's business at any time prior to the Effective Date. Schedule A to this Intellectual Property Assignment represents a good faith effort to identify all such patents and patent applications. However, the parties to this Agreement specifically acknowledge that Schedule A represents the best efforts of the parties to identify patents and patent applications and that, through inadvertence, mistake, or otherwise, Schedule A may not be complete. The parties to this Agreement intend and understand that the conveyance of Intangible Assets in this Intellectual Property Assignment is intended to convey, *inter alia*, all patents and patent applications owned by the Assignor or to which the Assignor has assignable rights that were used or useable in Assignor's business at any time prior to the Effective Date, regardless of whether such patents and patent applications are identified in Schedule A.



B. Trademarks

Any and all statutory and common law trademark rights and all goodwill associated therewith, including registered trademarks, pending trademark applications (including applications based upon actual use and based upon an intent to use), and any common law trademark rights, which are owned by the Assignor or to which the Assignor has assignable rights that were used or useable in Assignor's Business at any time prior to the Effective Date. Schedule B to the Intellectual Property Assignment represents a good faith effort to identify all such statutory trademarks and trademark applications. However, the parties to this Agreement specifically acknowledge that Schedule B represents the best efforts of the parties to identify registered trademarks and trademark applications and that, through inadvertence, mistake, or otherwise, Schedule B may not be complete. The parties to this Agreement intend and understand that the conveyance of Intangible Assets in this Intellectual Property Assignment is intended to convey, *inter alia*, all registered trademarks and trademark applications owned by the Assignor or to which the Assignor has assignable rights that were used or useable in Assignor's Business at any time prior to the Effective Date, regardless of whether such registered trademarks and trademark applications are identified in Schedule B.

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II. ASSIGNMENT

2.1 As of the Effective Date, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and does hereby sell, assign, transfer, and set over unto Assignee, its lawful successors and assigns, its entire right, title, and interest in and to all the Intangible Assets, and

- (a) all priority rights under all available international agreements, treaties and conventions for the protection of intellectual property in its various forms in every participating country; and
- (b) all letters patent, if any, issued in any foreign countries for said improvements described in the Letters Patent; and
- (c) all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like), if any, heretofore or hereafter filed in any foreign country for said improvements described in the Letters Patent; and
- (d) all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said improvements in any foreign countries.

2.2 The Assignor represents and warrants that it has the full right to convey the right, title, and interest assigned herein and have not executed and will not execute any agreement in conflict with this Intellectual Property Assignment.



III. GENERAL TERMS

3.4 The undersigned corporate representatives represent and warrant that they have full authority to execute this Intellectual Property Assignment on behalf of their respective corporations, to bind such corporations to the terms hereof, and that all necessary action has been taken to authorize the same.

A handwritten signature in black ink, appearing to be initials or a stylized name, located in the lower right quadrant of the page.

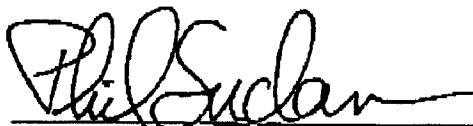
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE

ASSIGNOR

BS&B Safety Systems Limited

Industrial Protection Devices, L.L.C.



By: Philip P. Sudan, Jr.
Title: Authorized Agent



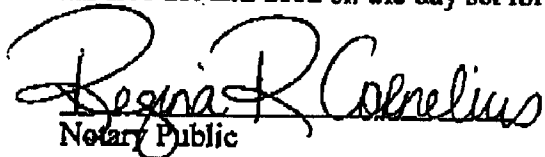
By: John P. Clark, III
Title: President

NOTARY

STATE OF OKLAHOMA

COUNTY OF TULSA

Before me, a Notary Public, in and for the state and county aforesaid, personally appeared John P. Clark, III and executed this Agreement and declared that the same was his free act and deed on the day set forth above.


Notary Public

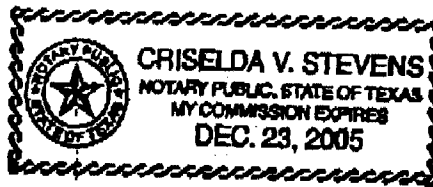
My Commission Expires
June 17, 2004
00008083

STATE OF TEXAS

COUNTY OF HARRIS

Before me, a Notary Public, in and for the state and county aforesaid, personally appeared Philip P. Sudan, Jr. and executed this Agreement and declared that the same was his free act and deed on the day set forth above.

Criseda V. Stevens
Notary Public



A handwritten signature in black ink, appearing to be "P. Sudan, Jr.", located in the bottom right corner of the page.

SCHEDULE A

UNITED STATES PATENTS

PATENT NO.
No. 5,052,494
No. 5,198,611
No. 5,934,381
No. 6,269,746

TITLE
Explosion Suppression Device
Explosion Suppression Device with Intrinsically Safe Circuitry
Hazard Response Structure
Disarm Mechanism for Explosive Equipment

SCHEDULE B

UNITED STATES REGISTRATIONS

REGISTRATION NO. **MARK**
2,588,215 "IPD"

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JJC