

06-07-2004



IN THE UT

102759851

ADemark Office

In Re the Application of:

FISCHER

Serial No.: 10/476,676

Filed: November 3, 2003

Atty. File No.: 2648JWF-1

For: "A DEVICE FOR SPIRALLY  
CUTTING A WORKPIECE"

Mail Stop Assignment Recordation Services  
Director of the U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313

Group Art Unit:

Examiner:

6-704

RECORDATION OF ASSIGNMENT

CERTIFICATE OF MAILING

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS  
BEING DEPOSITED WITH THE UNITED STATES  
POSTAL SERVICE AS FIRST CLASS MAIL IN AN  
ENVELOPE ADDRESSED TO THE COMMISSIONER FOR  
PATENTS, P.O. BOX 1450, ALEXANDRIA, VA 22313-1450  
ON 5-27-04

SHERIDAN ROSS P.C.

BY:

*James Messer*

Dear Sir:

Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

Johan Wilhelm Fischer

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

Midnight Masquerade Properties 49 (Pty) Ltd.  
1st Floor, Unit 5  
299 Pendoring Street  
Blackheath Ext 6, 2195  
Republic of South Africa

3. Nature of Conveyance:

<input checked="" type="checkbox"/>	Assignment	<input type="checkbox"/>	Merger
<input type="checkbox"/>	Security Agreement	<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Other: _____		

Execution Date: December 4, 2003

OPR/FINANCE

2004 JUN -2 AM 7:08

RECEIVED

06/04/2004 GTOM11 00000004 10476676

01 FC:8021

40.00 DP

PATENT  
REEL: 015404 FRAME: 0630

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): 10/476,676  
B. Patent No.(s): None.
5. Name and address of party to whom correspondence concerning documents should be mailed:

Robert D. Traver  
Sheridan Ross P.C.  
1560 Broadway, Suite 1200  
Denver, Colorado 80202-5141

6. Total number of applications and patents involved: 1.
7. Total fee (37 CFR 3.41).....\$40.00.  
☒ Enclosed  
☒ Any deficiency in payment of recording fee is authorized to be charged to deposit account.  
☐ Authorized to be charged to deposit account.
8. Deposit account number: 19-1970.
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.

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

Respectfully submitted,

SHERIDAN ROSS P.C.

By: Robert D. Traver  
Robert D. Traver  
Registration No. 47,999  
1560 Broadway, Suite 1200  
Denver, Colorado 80202-5141  
(303) 863-9700

Date: 25 MAY 2004

DEED OF ASSIGNMENT

entered into by and between

JOHAN WILHELM FISCHER

(hereinafter referred to as 'the ASSIGNOR')

-- of the one part;

and

MIDNIGHT MASQUERADE PROPERTIES 49 (PTY) LTD  
(Registration Number 2003/026585/07)

(hereinafter referred to as 'the ASSIGNEE')

-- of the other part;

\*\*\*\*\*

WITNESSETH THAT

WHEREAS

The ASSIGNOR invented an invention entitled

"A DEVICE FOR SPIRALLY CUTTING A WORKPIECE"

(hereinafter referred to as 'the INVENTION');

the ASSIGNOR is the proprietor of PCT Patent Application PCT/IB02/01471 which designated a number of countries and was filed on 2 May 2002, of South African Patent No. 2002/3537 filed on 3 May 2002 and granted on 31 July 2002 under the same number, and of a United States national phase Patent Application stemming from PCT Patent Application PCT/IB02/01471 filed on 11 November

2003 (hereinafter referred to as 'the PATENT and the PATENT APPLICATIONS');

the ASSIGNEE is desirous of obtaining the ASSIGNOR's right, title and interest in and to the INVENTION and in and to the PATENT and the PATENT APPLICATIONS; and

the ASSIGNOR, for good and sufficient consideration, has agreed to assign all of his right, title and interest in and to the INVENTION and in and to the PATENT and the PATENT APPLICATIONS to the ASSIGNEE.

NOW THEREFORE IT IS AGREED AS FOLLOWS

(1)

The ASSIGNOR hereby cedes, transfers, and assigns to the ASSIGNEE, all his rights, title and interest in and to the INVENTION and in and to the PATENT and the PATENT APPLICATIONS, together with the full and exclusive benefit and advantage thereof and all rights, powers, emoluments, and advantages whatsoever arising therefrom, including the right to file regional and national applications in its own name, and in and to any continuations, divisional applications, re-issues and extensions and any rights arising under any International Agreement or under the law of any country, such that the assignee shall enjoy the full and entire benefit thereof.

(2)

The ASSIGNOR hereby records and agrees that hereafter all of his rights, title and interest in and to the INVENTION and in and to the PATENT and the PATENT APPLICATIONS shall vest exclusively in the ASSIGNEE, its successors or assigns, who shall be entitled to exploit the INVENTION in the Republic of South Africa, the United States and elsewhere for its benefit.

(3)

The purchase consideration for the aforesaid cession, transfer and assignment shall be US\$1 or other good and valuable consideration.

(4)

The ASSIGNEE shall be responsible for recording assignment to it of the INVENTION and the PATENT and the PATENT APPLICATIONS and the cost thereof shall be for the ASSIGNEE's account.

(5)

The ASSIGNOR undertakes to sign all documents which may have to be lodged in order to give formal effect to this assignment and as may be required to file any national or regional applications as aforesaid, and he undertakes to do so without requiring payment or any consideration therefor.

(6)

The ASSIGNOR hereby undertakes to provide the ASSIGNEE with such assistance as is reasonably required, at no charge to the ASSIGNEE, to prosecute the PATENT and the PATENT APPLICATIONS and any national or regional applications as aforesaid.

(7)

The effective date shall be the date of signature hereof by the ASSIGNOR as set out hereunder.

(8)

If any one or more of the provisions of this agreement should be held invalid or unenforceable in any country, the validity and enforceability of all other provisions hereof in that country shall not be affected thereby, and the parties agree that they shall actively negotiate with each other to arrive at an amendment which restores the parties as far as possible to the position contemplated at the commencement of this agreement and which is legal and enforceable in the said country. Further, if any term or terms hereof should be invalid or unenforceable in any country and be valid and enforceable in another country, then the terms hereof shall be separable as far as the various countries are concerned and shall be deemed to be separate agreements with the various paragraphs hereof being varied accordingly.

(9)

No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties.

(10)

No relaxation or indulgence granted by either party to the other shall be deemed to be a waiver of any of the parties' rights in terms of this agreement and such relaxation or indulgence shall not be deemed a novation of any of the terms and conditions of this agreement.

(11)

The validity, effect and interpretation of this agreement, and all other aspects or consequences of it, shall be governed by the laws of the Republic of South Africa

and the forum for the settlement of any dispute shall be the appropriate South African Court.

(12)

If any party is unable to carry out its obligations under this agreement due to force majeure, the party so affected shall forthwith notify the other parties in writing of the circumstances. Failure to perform shall be excused and shall not constitute a default hereunder during the continuation of the intervention of such force majeure provided that the party affected shall take all reasonable steps to eliminate the intervening event, and shall resume performance as promptly as is practicable.

(13)

The ASSIGNEE accepts the assignment herein contained, subject to the foregoing terms and conditions.

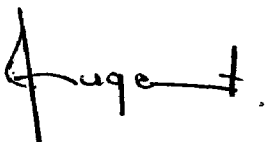
THUS DONE and SIGNED at Pretoria , this 2 day of Dec. 2003 .




FISCHER, Johan Wilhelm

AS WITNESSES

1. 

2. 

THUS DONE and SIGNED at Bethal , this 4 day of December 2003.

  
MIDNIGHT MASQUERADE PROPERTIES  
49 (PTY) LTD

Full Names: Johannes Frederik  
Capacity: Director.

AS WITNESSES

1. 
2. 