

09-28-2004



102846069

RE

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

Confirmation No.: 8966

Seamus Connor DUNNE

Serial No.: 08/392,184

Filed: February 22, 1995

U.S. Patent No. 5,564,459

Issued: October 15, 1996

For: FOB DETECTOR

9-22-04

ASSIGNMENT TRANSMITTAL LETTER

ASSIGNMENT RECORDATION SERVICES
Director of United States Patent
and Trademark Office
P. O. Box 1450
Alexandria, Virginia 22313-1450

Sir:

Please record the attached Assignment in the name of the assignor and the assignee as indicated below and return the original document to the undersigned.

- | | |
|--|--|
| 1. <u>Submission Type:</u> | <u>Conveyance Type:</u> |
| <input type="checkbox"/> New | <input checked="" type="checkbox"/> Assignment |
| <input checked="" type="checkbox"/> Resubmission (Non-Recordation) | <input type="checkbox"/> Security Agreement |
| Document ID# <u>700116396</u> | <input type="checkbox"/> License |
| <input type="checkbox"/> Correction of PTO Error | <input type="checkbox"/> Change of Name |
| Reel # _____ Frame # _____ | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Corrective Document | <input type="checkbox"/> Other |
| Reel # _____ Frame # _____ | |
2. Name of Conveying Party(ies):
Rohiyah Sara Dunne
Anak-Kinta, Carthy's Green
Stepside, Co. Dublin
IRELAND
3. Name and Address of Receiving Party(ies):
METALLOCRAFT LIMITED
Templemichael Business Park
Longford
Co. Longford
IRELAND
4. Execution Date of Assignment: July 30, 2004.

09/27/2004 08:01:01
00000145 5564459
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FC:0021

PATENT

REEL: 015810 FRAME: 0645

5. If this Assignment is being filed together with a new application, the execution date of the application is:
6. Total number of applications and patents involved: one.

All correspondence should be addressed to:

Charles A. Wendel
PARKHURST & WENDEL, L.L.P.
Suite 210
1421 Prince Street
Alexandria, VA 22314-2805.

The Assignment recordation fee (\$40.00) is enclosed *# 17988*

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 12.

If there should be any questions concerning the amount of the fee or should our check become detached, please debit or credit our Deposit Account Number 16-0331 as needed in order to effect proper filing of the attached document.

Respectfully submitted,

PARKHURST & WENDEL, L.L.P.


Charles A. Wendel
Registration No. 24,453

September 22, 2004
Date

Attorney Docket No. TOMK:022
PARKHURST & WENDEL, L.L.P.
1421 Prince Street, Suite 210
Alexandria, Virginia 22314-2805
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FILE ACCEPT THIS AS
AUTHORIZATION TO DEBIT
OR CREDIT FEES TO
DEP. ACCT. 16-0331
PARKHURST & WENDEL

ROHIYAH SARA DUNNE

- and -

METALLOCRAFT LIMITED

PATENT ASSIGNMENT AGREEMENT

William Fry
Solicitors
Fitzwilton House
Wilton Place
Dublin 2
013007.0003.OOC/DCU

THIS AGREEMENT is made the 24 day of July 2004 (the "Agreement")

BETWEEN:

ROHIYAH SARA DUNNE
of Anak-Kinta, Carthy's Green
Stepaside, Co. Dublin
(the "Assignor")

- and -

Metallocraft Limited
A company incorporated under
The laws of Ireland, regd no. 54537
Of Templemichael Business Park
Longford
Co. Longford
(the "Assignee")

INTRODUCTION

The Assignor wishes to transfer to the Assignee all Intellectual Property Rights which it holds in the Patents.

IT IS AGREED:

1. Definitions

In this Agreement the following terms shall have the meanings set out below:

"Patents", the patents brief particulars of which are set out in the attached Schedule.

"Intellectual Property Rights", means all intellectual property rights including without limitation patents, (including utility models and inventions), trade marks, design rights, copyright and related rights, moral rights and database rights, (whether or not any of these is registered and including any application for registration of any such rights), know-how, confidential information and trade secrets for the full term of such rights and including any extension to or renewal of the terms of such rights and all rights or forms of protection of a similar nature or having similar effect to any of these which may exist anywhere in the world.

“Technical Information”, means all technical information relating to the Patents in the possession or control of the Assignor.

2. Assignment

In consideration of the sum of euro€575.00 now paid by the Assignee to the Assignor (receipt of which the Assignor now acknowledges) and other good and valuable consideration, the Assignor now assigns and transfers to the Assignee absolutely free from encumbrances, charges, liens or any other adverse right or interest: (a) all right, title and interest in relation to the Patents including all Intellectual Property Rights, statutory and common law rights and goodwill attaching to such; (b) the right to sue for damages and other remedies in respect of any past infringements and for the Assignee to retain any damages obtained as a result of such action; (c) all rights and benefits relating to the above including without limitation any right to claim priority from any of the above; and (d) any Intellectual Property Rights that will be created by or vest in the Assignor in relation to the Patents, to the extent permitted by applicable law.

3. Undertaking

- (a) The Assignor undertakes to provide immediately to the Assignee all documentation relating to title to the Patents or, where applicable, such documentation that will come into the possession or control of the Assignor.
- (b) To the extent that the Assignor cannot assign any Intellectual Property Rights to the Assignee, it is agreed that any such right (including, where applicable, any moral right, such as a right of paternity or integrity) shall be waived and shall not be exercised against the Assignee or its successors in title.

4. Technical Information

For the avoidance of doubt, the Assignor confirms that all Technical Information belongs to the Assignee and further agrees promptly to make available all such Technical Information to the Assignee upon its request for such and in no event later than 7 (seven) days after such request.

5. Warranty

The Assignor represents and warrants that it is the legal and beneficial owner of all Intellectual Property Rights in the Patents and it is entitled to enter into this Agreement.

6. Further Assurance

The Assignor shall, at no additional charge, as required or deemed appropriate by the Assignee, now or at any time in the future, promptly execute all such documents and do all such other acts or things as may be necessary or desirable to give full effect to this Agreement and secure to the Assignee the full benefit of the rights in this Agreement. The Assignor irrevocably appoints the Assignee to be its attorney to act in its name and on its behalf to execute and do any such instruments and things and generally to use its name for the purpose of giving to the Assignee (or its nominee) the full benefit of this Agreement.

7. Entire Agreement

This Agreement represents the entire agreement between the parties with respect to its subject matter. Each of the parties confirms that it has not relied upon any representations not recorded in this document inducing it to enter into this Agreement. No variation of these terms and conditions will be valid unless confirmed in writing by authorised signatories of each of the parties on or after the date of this Agreement.

8. Governing Law

This Agreement shall be governed by and construed in accordance with Irish law and the parties irrevocably submit to the exclusive jurisdiction of the Irish courts in relation to all matters arising out of or in connection with this Agreement.

9. Stamp Duty Certificate

IT IS CERTIFIED that the consideration for the sale is wholly attributable to property which is not residential property.

IN WITNESS of which this Agreement has been executed by or on behalf of the parties
on the date first above written.

SCHEDULE

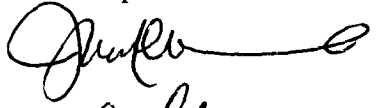
Patents

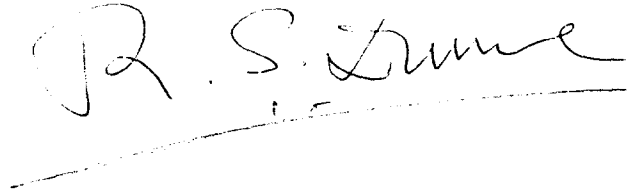
Country:	Patent Number:	Title:
Ireland	59044	IMPROVEMENTS IN OR RELATING TO VALVES
Ireland	S65037	VALVES FOR GAS LINES
USA	5,564,459	FOB DETECTOR
Australia	689952	FOB DETECTOR

SIGNED SEALED AND DELIVERED

by Rohiyah Sara Dunne

in the presence of:-


Gold
Ken Loggins



PRESENT when the common seal
of Metallocraft Limited
was affixed hereto:-





WF-298364-v3

I certify this to be a true and compared copy
of the original document.

Andrew J.A. Parkes Date July 30, 2004

Andrew J.A. Parkes
Chartered Patent Agent, European Patent Attorney
Tomkins & Co.,
5, Dartmouth Road,
Dublin 6, Ireland

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