

6/14/04

A 10581-40

10/498547

01-24-2005

08 Rec'd PCT/PTO 1 4 JUN 2004

Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

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



102923035

To the Honorable Commission hed original documents or copy thereof

<p>1. Name of conveying party(ies): Roderick Mackenzie (01/22/2004) Warwick Payten (03/05/2004)</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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 _____</p> <p>Execution Date: <u>see Box 1, conveying parties</u></p>	<p>2. Name and address of receiving party(ies) Name: <u>Himachal Safety Systems Pty Ltd</u> Internal Address: _____ Street Address: _____  8 Staniland Avenue Malvern Victoria 3144 Australia  City: _____ State: _____ Zip: _____ Additional name(s) &amp; address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
---	---

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is: 01/22/04 & 03/05/04

A. Patent Application No.(s): \_\_\_\_\_ B. Patent No.(s): \_\_\_\_\_

Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Morris Liss</u> <u>CONNOLLY BOVE LODGE &amp; HUTZ LLP</u> Internal Address: <u>Atty. Dkt.: 21854-00045-US</u> Street Address: <u>1990 M Street, N.W., Suite 800</u>  City: <u>Washington</u> State: <u>DC</u> Zip: <u>20036-3425</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u>  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Authorized to be charged to credit card  <small>(Form 2038 enclosed)</small></p> <p>8. Deposit account number: <u>22-0185</u>  <small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
--	---

**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.*

Morris Liss - 24,510 6/14/04  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 4

**ASSIGNMENT BY INVENTORS**

**THIS ASSIGNMENT**, made by Roderick MACKENZIE and Warwick PAYTEN residing at 8 Staniland Avenue Malvern Victoria 3144 Australia and 38 Railway Street Banksia NSW 2216 respectively hereinafter referred to as Assignors,

**WHEREAS**, Assignor(s) has/have invented certain new and useful improvements in a Soil or Snow Probe, set forth in a (check one):

- Non-Provisional U.S. Patent Application for Letters Patent of the United States,
- U.S. National Stage Entry of International Application Serial No. PCT/AU02/01760,
- Continuation of U.S. Patent Application Serial No. \_\_\_\_\_,
- U.S. Continuation of International Application. Serial No. \_\_\_\_\_,
- Divisional of U.S. Patent Application Serial No. \_\_\_\_\_,
- Continuation-in-Part Application (CIP) claiming benefit of Appl. Ser. No. \_\_\_\_\_,

(check one):

- attached herewith;
- previously filed on \_\_\_\_\_;

and

**WHEREAS**, Himachal Safety Systems Pty Ltd a corporation organized under and pursuant to the laws of Australia, having its principal place of business at

8 Staniland Avenue Malvern Victoria 3144 Australia

(hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor(s) has/have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors. legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for

Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor(s), had this sale and assignment not been made.

**AND** for the same consideration, Assignor(s) hereby represent(s) and warrant(s) to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor(s) are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor(s) hereby covenant(s) and agree(s) to and with Assignee, its successors, legal representatives and assigns, that Assignor(s) will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor(s) hereby request(s) the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor(s) hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

All registered practitioners at **Customer No. 30678**

**Connolly Bove Lodge & Hutz LLP,**  
1990 M Street, N.W., Suite 800,  
Washington, DC 20036-3425

AND Assignor(s) acknowledge(s) an obligation of assignment of this invention to Assignee at the time the invention was made.

  
<First Inventor>

Date: 22 Jan 2004

  
<Second Inventor>

Date: <sup>X</sup> 5 Mar 2009