

03-03-2005



To the Director, U.S. Patent and Trademark

ginal documents or copy thereof.

102951662

1. Name of conveying party(ies): (List using letters or numbers for multiple parties)

James Hardie Research Pty Limited

Additional name(s) of conveying party(ies) attached?

() Yes (X) No

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

**Name:** James Hardie International Finance B.V**Address:** Unit 04-07, Atrium Building,  
Strawinskylaan 3077, 1077 ZX, Amsterdam,  
The Netherlands

Additional name(s) of receiving party(ies) attached?

() Yes (X) No

3. Nature of conveyance:

(X) Assignment ( ) Security Agreement  
( ) Merger ( ) Change of Name  
( ) Other:

Execution Date: (List as in section 1 if multiple signatures)

February 7, 2005

4. US or PCT Application number(s) or US Patent number(s):

(X) Patent / Application No.: See attached schedule

Issue / Filing Date:

Additional numbers attached?

(X) Yes ( ) No

5. Party to whom correspondence concerning document should be mailed:

**Customer No.** 20,995**Address:** Knobbe, Martens, Olson & Bear, LLP  
2040 Main Street, 14<sup>th</sup> Floor  
Irvine, CA 92614**Return Fax:** (949) 760-9502**Attorney's Docket No.:** HARD1

6. Total number of applications and patents involved: 66

7. Total fee (37 CFR 1.21(h)): \$2,640

(X) Enclosed  
(X) Authorized to be charged to deposit account if any additional fees are required, or to credit any overpayment

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

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.

Linda H. Liu

Name of Person Signing

  
Signature2/23/2005  
Date51,240

Registration No.

Total number of pages including cover sheet, attachments and document: 9

Documents transmitted via Mail to be recorded with required cover sheet information to:

03/02/2005 ECOOPER 00000067 6/26947

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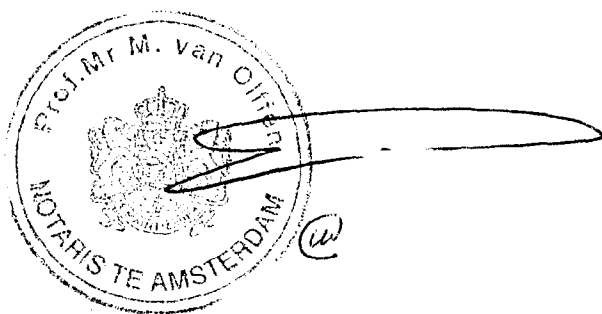
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DE BRAUW  
BLACKSTONE  
WESTBROEK

I, Professor Martin van Olffen, *notaris* (civil-law notary) practising in Amsterdam, the Netherlands, confirm that the signature placed on the document attached hereto corresponds with the signature placed on the passport in the name of **Willem Vlot**, residing at 2281 AJ Rijswijk (Zuid Holland), the Netherlands, Haagweg 167, born in Vlijmen, the Netherlands, on 20 November 1964.

Signed in Amsterdam on 7 February 2005.



**AGREEMENT CONFIRMING ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS**

**BETWEEN**

**JAMES HARDIE RESEARCH PTY LIMITED**

**And**

**NV TECHNOLOGY HOLDINGS**

**AGREEMENT CONFIRMING ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS**

THIS AGREEMENT is made on \_\_\_\_ day of \_\_\_\_\_ 2005.

BETWEEN James Hardie Research Pty Limited a company registered under the laws of Australia having its office at 1st Floor, Research & Product Development Building, 10 Colquhoun Street, Rosehill, NSW 2142, Australia (the "Assignor")

AND James Hardie International Finance B.V., a company registered under the laws of The Netherlands and having its office at Unit 04-07, Atrium Building, Strawinskylaan 3077, 1077 ZX, Amsterdam, The Netherlands, acting as General Partner of, and for and on behalf of NV Technology Holdings, a Limited Partnership formed under the laws of the state of Victoria, Australia (the "Assignee").

**RECITALS**

A. The Assignor is the registered owner of certain intellectual property rights, relating to the manufacturer of fibre cement building products and systems more particularly described in the agreement referred to in Recital B, and as listed in the Schedule to this Agreement (the "IP Rights").

B. Pursuant to a Fibre Cement Technology Sale and Assignment Agreement made on 22 January 2004 (the "Original Agreement"), the Assignor assigned to the Assignee all the Assignor's right title and interest in and to the IP Rights with effect from 1 January 2004.

C. Pursuant to the terms of the Limited Partnership Agreement of NV Technology Holdings ("NVLP"), all assets of NVLP are to be acquired and held in the name of the General Partner of NVLP, James Hardie International Finance B.V., on behalf of NVLP.

D. The parties intend the Assignee to hold the entire right, title and interest in and to the IP Rights including the right to apply for corresponding intellectual property rights in any country or region worldwide (the "Territory").

**OPERATIVE PROVISIONS**

1. The Assignor hereby confirms that, for good and valuable consideration paid by the Assignee to the Assignor, the receipt of which is acknowledged, it has assigned to the Assignee to hold absolutely:

(a) the entire right, title and interest in and to the IP Rights and all provisional applications relating thereto, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said IP Rights in any country or countries

foreign to the United States, and all Letters Patent which may be granted for the IP Rights in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

(b) all corresponding rights obtained in the Territory in respect of the IP Rights and in respect of their priority dates; and

(c) all rights, powers, liberties and immunities arising from any statutory rights granted in relation to the IP Rights including the right to sue for damages and all other remedies in respect of any infringement of the statutory rights which may have occurred prior to the date of assignment;

2. The Assignor confirms that by the Original Agreement it has agreed:

(a) to do all acts and execute all documents necessary or desirable for further assuring the right, title and interest of the Assignee to the IP Rights and in the case of default the Assignor hereby appoints the Assignee as its attorney for such purpose;

(b) to deliver up to the Assignee on request all documentation including, but not limited to, all certificates of registration, papers, correspondence, reports and other items in relation to all the assigned rights confirmed in clause 1; and

(c) not to do anything which may directly or indirectly prejudice or invalidate the IP Rights or their assignment to the Assignee.

3. The Assignor confirms that it has represented, warranted and undertaken to the Assignee that:

(a) neither the execution of this Agreement nor the performance of the Assignor's obligations under the Original Agreement will cause the Assignor to be in breach of any agreement to which the Assignor is a party or subject;

(b) the Assignor is to the best of its knowledge the sole legal and beneficial owner of the IP Rights and that it has not made and will not make any commitments to third parties that are inconsistent with or are in violation of the Original Agreement; and

(c) the Assignor is not aware of any fact by which the IP Rights may be declared invalid or any claim by which the IP Rights should be amended.

4. Counterparts; Facsimile Transmission

4.1 This Agreement may be executed by any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

5. Law

5.1 This agreement must be read and construed according to the laws of the State of New South Wales, Australia and the parties submit to the jurisdiction of the courts of that State.

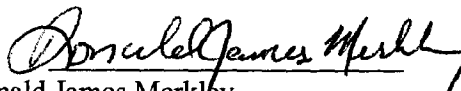
IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be signed by their duly authorised representative or attorneys.


JAMES HARDIE RESEARCH PTY LIMITED

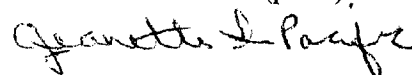
NV TECHNOLOGY HOLDINGS A  
LIMITED PARTNERSHIP

By James Hardie International  
Finance B.V.,

General partner of NV Technology Holdings

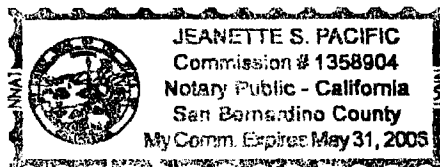
Signature:   
Name: Donald James Merkley  
Title: Director

Signature:   
Name: Willem Vlot  
Title: Global Intellectual Property  
Manager

At: Fontana, CA  
Seen for legalisation of the signature  
of Donald J. Merkley  
by me, ~~Mr~~ Jeanette S. Pacific Notary Public at  
Fontana, CA (place),  
on 2005 

At: Amsterdam, the Netherlands  
Seen for legalisation of the signature  
of  
by me, Mr Notary Public at  
(place)  
on 2005

Seal



Seal

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101904

# **SCHEDULE**

<i>Client Code</i>	<i>Title</i>	<i>Appln/Patent No.</i>	<i>Filing/Issue Date</i>
BALDS2.001APC	An Improved Cladding Board Mounting System	6,226,947	8-May-01
BALDS2.002APC	Wall Member and Method of Construction Thereof	6,510,667	28-Jan-03
BALDS2.003AUS	Cladding Board	6,122,876	26-Sep-00
BALDS2.004DUS	Building Element	D443,368	5-Jun-01
BALDS2.005DUS	Seal	D435,120	12-Dec-00
BALDS2.008DUS	Building Element	D441,876	8-May-01
BALDS2.009DUS	Building Element	D442,705	22-May-01
BALDS2.016APC	Construction Technique and Structure Resulting Therefrom	6,688,066	10-Feb-04
BALDS2.019APC	Concrete Formulation	09/958,614	2-Jul-02
BALDS2.020APC	Deformable Building Sheet Batten	09/959,198	29-May-02
BALDS2.022AUS	Spattering Apparatus	6,692,570	17-Feb-04
BALDS2.023AUS	Method and Apparatus for Forming a Laminated Sheet Material by Spattering	10/090,388	4-Mar-02
BALDS2.024AUS	Coatings for Building Products and Methods of Making Same	10/090,561	4-Mar-02
BALDS2.025AUS	Coatings for Building Products and Dewatering Aid for Use with Same	10/090,299	4-Mar-02
BALDS2.026AUS	Coatings for Building Products and Formulations for Use with Same	10/090,375	4-Mar-02
BALDS2.028AUS	Coatings for Building Products and Methods of Using Same	6,749,897	15-Jun-04
BALDS2.029AUS	Composite Product	10/090,406	4-Mar-02
BALDS2.031AUS	Additive for Dewaterable Slurry and Method of Manufacturing and Improving Slurry Containing Same	10/090,362	4-Mar-02
BALDS2.032AUS	Additive for Dewaterable Slurry	10/090,338	4-Mar-02
BALDS2.033AUS	Additive for Dewaterable Slurry and Slurry Incorporating Same	10/090,334	4-Mar-02
BALDS2.033C1	Additive for Dewaterable Slurry and Slurry Incorporating Same	10/960,150	6-Oct-04
BALDS2.035APC	Lightweight Wall Construction	10/149,161	17-Jan-03
BALDS2.036AUS	Soil Test Box	10/647,998	26-Aug-03
BALDS2.041APC	Cement Render System	10/380,934	18-Aug-03
BALDS2.043APC	Integral Water Resistant Fibre-Cement	10/474,800	1-Jun-04
BALDS2.045AUS	Internally Collared Pipe Joining System	10/742,505	18-Dec-03
BALDS2.046APC	Wall Construction Method	10/493,622	23-Apr-04
HARD1.002A	Surface Groove System for Building Sheets	6,539,643	1-Apr-03
HARD1.002C1	Surface Groove System for Building Sheets	6,760,978	13-Jul-04
HARD1.002C2	Surface Groove System for Building Sheets	10/889,674	13-Jul-04
HARD1.003A	Composite Building Material	09/973,844	9-Oct-01
HARD1.003DV1	Composite Building Material	10/320,861	16-Dec-02
HARD1.005A	Fiber-Cement/Gypsum Laminate Composite Building Material	6,562,444	13-May-03
HARD1.005C1	Fiber-Cement/Gypsum Laminate Composite Building Material	10/437,344	13-May-03

HARD1.006A	Fiber Cement Building Materials with Low Density Additives	6,572,697	3-Jun-03
HARD1.006C1	Fiber Cement Building Materials with Low Density Additives	10/414,505	15-Apr-03
HARD1.007A	Pre-Finished and Durable Building Material	6,689,451	10-Feb-04
HARD1.007C1	Pre-Finished and Durable Building Material	10/770,739	3-Feb-04
HARD1.009A	Fiber Cement Composite Materials Using Cellulose Fibers Loaded with Inorganic and/or Organic Substances	6,676,744	13-Jan-04
HARD1.009DV1	Fiber Cement Composite Materials Using Cellulose Fibers Loaded with Inorganic and/or Organic Substances	10/754,137	9-Jan-04
HARD1.015A	Method and Apparatus for Reducing Impurities in Cellulose Fibers for Manufacture of Fiber Reinforced Cement Composite Materials	09/970,389	2-Oct-01
HARD1.016A	Fiber Cement Composite Material Using Biocide Treated Durable Cellulose Fibers	6,777,103	17-Aug-04
HARD1.016C1	Fiber Cement Composite Material Using Biocide Treated Durable Cellulose Fibers	10/919,587	17-Aug-04
HARD1.017A	Fiber Cement Composite Materials Using Sized Cellulose Fibers	6,676,745	13-Jan-04
HARD1.017DV1	Fiber Cement Composite Materials Using Sized Cellulose Fibers	10/757,330	13-Jan-04
HARD1.018A	Suspended Concrete Flooring System and Method	6,755,001	29-Jun-04
HARD1.020A	Fibrous Cementitious Plank Assembly Having a Protective Film and Method of Making Same	6,699,576	2-Mar-04
HARD1.020DV1	Fibrous Cementitious Plank Assembly Having a Protective Film and Method of Making Same	10/791,970	2-Mar-04
HARD1.034A	Fiber Cement Siding Planks and Methods of Making and Installing the Same	10/117,561	3-Apr-02
HARD1.058A	Two-Piece Siding Plank and Methods of Making and Installing the Same	10/117,549	3-Apr-02
HARD1.060A	Reinforced Fiber Cement Article and Methods of Making and Installing the Same	10/117,401	3-Apr-02
HARD1.063A	Packaging Prefinished Fiber Cement Products	10/620,711	16-Jul-03
HARD1.064A	Trough-Edge Building Panel and Method of Manufacture	10/307,013	27-Nov-02
HARD1.065A	Panelized Wall System Utilizing Trough-Edge Building Panels	10/306,911	27-Nov-02
HARD1.066A	Adhesive-Edge Building Panel and Method of Manufacture	10/306,915	27-Nov-02
HARD1.067A	Panelized Wall System Utilizing Adhesive-Edge Building Panels	10/306,998	27-Nov-02
HARD1.068A	Joint Tape and Method of Manufacture	10/306,920	27-Nov-02
HARD1.069A	Panelized Wall System Utilizing Joint Tape	10/306,914	27-Nov-02
HARD1.070A	Caulkless Panelized Wall System	10/306,912	27-Nov-02
HARD1.071A	Fiber Cement Composite Materials Using Bleached Cellulose Fibers	10/753,089	7-Jan-04



HARD1.072A	Fiber Cement Fence System	10/791,688	1-Mar-04
HARD1.076A	Building Material and Method of Making and Installing the Same	10/849,279	19-May-04
HARD1.086PR	Composite Fiber Cement Article with Radiation Curable Component	60/536,172	12-Jan-04
HARD1.087A	Low VOC Silanol Additive and Methods for Producing Same	10/888,550	9-Jul-04
HARD1.088PR	Multiple Mode Accelerating Agent for Cementitious Materials	60/554,802	19-Mar-04
HARD1.091PR	Composite Fiber Cement Article Incorporating a Powder Coating and Method of Making Same	60/586,807	9-Jul-04