

<b>Mall Stop:</b> Assignments Recordation Services Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450		<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b>		<b>U.S. DEPARTMENT OF COMMERCE</b> Patent and Trademark Office	
Attorney Docket No. <b>107074</b>					
Please record the attached document.					
Total number of pages including cover sheet, attachments, and document: <u>4</u>					
1. A. Name of conveying party(ies):  OZITO INDUSTRIES PTY LTD 5 CHESTNUT COURT DINGLEY, VICTORIA 3172 AUSTRALIA  B. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. A. Name and address of receiving party(ies):  SCRIMSHAW EQUITIES PTY LTD SUITE 1A, 350 SOUTH ROAD HAMPTON, VICTORIA 3188 AUSTRALIA  B. Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. A. 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 _____  B. Execution Date: <u>August 18, 2005</u>					
4. A. Patent Application No.(s) <u>29/128,008</u>		B. Patent No.(s) <u>D 449,502</u>			
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
C. Title of Application: <u>ROTARY TOOL</u>					
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>James A. Oliff</u>  Address: <b>OLIFF &amp; BERRIDGE, PLC</b> P.O. Box 19928 Alexandria, VA 22320 Phone Number: 703-836-6400 Fax Number: 703-836-2787			6. Total number of applications and patents involved: <u>1</u>  7. Please charge Deposit Account No. 15-0461 the total fee (37 CFR 3.41) in the amount of <u>\$40.00</u> .  8. Credit any overpayment or charge any underpayment to deposit account number 15-0461.		
9. <b>Statement and signature.</b> 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.					
_____ James A. Oliff Registration No. 27,075 Thomas J. Pardini Registration No. 30,411			_____ Date: <u>September 1, 2005</u>		

CH \$40.00 150461 D449502

## AGREEMENT

THIS AGREEMENT is made the *18<sup>th</sup>* day of *August* 2005.

### BETWEEN

OZITO INDUSTRIES PTY LTD an Australian Company  
(ACN 050 731 756) of 5 Chestnut Court, Dingley, Victoria, 3172  
Australia ("Ozito")

### AND

SCRIMSHAW EQUITIES PTY LTD an Australian Company  
(ACN 073 915 812) of Suite 1A, 350 South Road, Hampton, Victoria,  
3168, Australia ("Scrimshaw")

### AND

DEMAIN TECHNOLOGY PTY LTD an Australian Company  
(ACN 110 076 223) of 2/11-13 Lakewood Boulevard, Braeside,  
Victoria, 3195, Australia ("Demain")

### WHEREAS

- A. Ozito has applied for and obtained design registrations (the Registrations), short particulars of which are set out in Schedule A, for an angle grinder (the Grinder).
- B. Ozito has previously agreed to assign to Scrimshaw all rights in the Grinder, and to promptly execute documents as are necessary to secure the vesting of the full right, title and interest in and to the Grinder and any design registration in connection with the Grinder in Scrimshaw.
- C. Scrimshaw has agreed to assign to Demain all rights in the Grinder and the Registrations.
- D. The parties hereto have agreed to enter into these presents to confirm their mutual obligations and rights with respect to the Grinder and the Registrations.

IN ACCORDANCE WITH THE FOREGOING and in consideration of the sum of ten dollars (\$10.00) paid by Demain to Scrimshaw, and Scrimshaw to Ozito and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by Ozito and Scrimshaw) this Agreement witnesseth as follows:

1. Ozito does hereby assign, transfer and set over unto Scrimshaw its entire right, title and interest in and to the registrations, and to the further extent necessary at law (if any) the Grinder, including the right to take legal proceedings for all remedies in respect of any infringement of such rights.
2. Ozito covenants that they will promptly execute all such supplementary assignment documents as may be reasonably required to meet the national requirements of any country in which Ozito has obtained the Registrations

PATENT

REEL: 016700 FRAME: 0650

and any other documents as are necessary or convenient to secure the absolute vesting of the full right, title and interest in and to the Grinder and the Registrations in connection with the Grinder in Scrimshaw.

- 3. Scrimshaw does hereby assign, transfer and set over unto Demain its entire right, title and interest in and to the Grinder, and the Registrations including the right to take legal proceedings for all remedies in respect of any infringement of such rights.
- 4. Scrimshaw covenants that he will promptly execute all such supplementary assignment documents as may be reasonably required to meet the national requirements of any country in which Scrimshaw has obtained the Registrations and any other documents as are necessary or convenient to secure the absolute the vesting of the full right, title and interest in and to the Grinder and the Registrations in connection with the Grinder in Demain.

EXECUTED AS AN AGREEMENT

EXECUTED by  
OZITO INDUSTRIES PTY LTD

*[Handwritten Signature]*  
.....  
(Signature)

*[Handwritten Signature]*  
.....  
(Witness Signature)

EXECUTED by  
SCRIMSHAW EQUITIES PTY LTD

*[Handwritten Signature]*  
.....  
(Signature)

*[Handwritten Signature]*  
.....  
(Witness Signature)



EXECUTED by  
DEMAIN TECHNOLOGY PTY LTD,

*[Handwritten Signature]*  
.....  
(Signature)

*[Handwritten Signature]*  
.....  
(Witness Signature)

**SCHEDULE "A"**

**Design Registrations**

Title	Country	Registration No.
Rotary Tool	Australia	141527
Rotary Tool	United States of America	449,502 S
Rotary Tool	Germany	400 08 005.2
Rotary Tool	United Kingdom	2095113

33184  
33182  
33183