

08-04-2005

RE



103054652

Docket No.: A36050 PCT USA & A35802

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

8-1-05

1. Name of conveying party(ies)/Execution Date(s):

Snow Factories Pty Ltd

Execution Date(s) April 14, 2005

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Snow Factories SA

Internal Address: Avenue Louise 331

Street Address:

City: Bruxelles

State:

Country: BELGIUM

Zip:

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

4. Application or patent number(s):

A. Patent Application No.(s)

10/415,792
10/475,228

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Baker Botts L.L.P.

Internal Address:

Street Address: 30 Rockefeller Plaza, 44th Floor

City: New York

State: New York

Zip: 10112

Phone Number: 212-408-2500

Fax Number: 212-408-2501

Email Address:

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number 02-4377

Authorized User Name Baker Botts L.L.P.

9. Signature:

Signature

07/29/2005

Date

08/03/2005 BYRME

0000008908037 10415792

Name of Person Signing

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

10

01 FC:6021

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Assignment of Patent Rights

Snow Factories Pty Ltd (Receivers and Managers appointed)

ACN 104 643 209

(Assignor)

and

John Lethbridge Greig & David John Frank Lombe

and

Snow Factories SA

(Incorporated in Belgium)

(Assignee)

Freehills

Central Plaza | 345 Queen Street Brisbane Queensland 4000 Australia

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SYDNEY MELBOURNE PERTH BRISBANE SINGAPORE

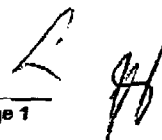
Correspondent Offices HANOI HO CHI MINH CITY JAKARTA KUALA LUMPUR

Reference LMC:80743438

Assignment of patent assets

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Queensland Duty Paid \$	45543-75
on amount of \$	1288 500-
Transfer Duty	Section 22
Stamp No. / Ledger No. / Form No.	012 620 924-6
Signed:	<i>[Signature]</i> 23/5/05

This deed of assignment

is made on *14th day of April* 2005 between the following parties:

- 1 **Snow Factories Pty Ltd (Receivers and Managers appointed)**
ACN 104 643 209
of c/- Deloittes, Level 26, Riverside Centre, 123 Eagle Street, Brisbane Qld 4000
(Assignor)
- 2 **John Lethbridge Greig & David John Frank Lombe**
of C/o Deloittes, Level 26 Riverside Centre, 123 Eagle Street, Brisbane, Queensland, Australia
(Receivers & Managers)
- 3 **Snow Factories SA**
(incorporated in Belgium)
of Avenue Louise 331, Bruxelles, Belgium
(Assignee)

Recitals

- A. The Assignor owns the intellectual property described in the schedule to this deed (**Intellectual Property**).
- B. The Assignor has agreed to sell the Business including the Intellectual Property to the Assignee.
- C. The Assignor has agreed to assign to the Assignee all of the Assignor's interest in the Intellectual Property.

This deed witnesses

that in consideration of, among other things, the payment by the Assignee to the Assignor of A\$10, the receipt and sufficiency of which is acknowledged, the parties agree:

1 Definitions

1.1 Definitions

In this deed:

Business Sale Agreement means the contract of sale of the Business between the Assignor (as Seller) and the Assignee (as Buyer) dated on or about the date of this deed;

Terms used but not otherwise defined in this deed have the same meaning as in the Business Sale Agreement.

Assignment of patent assets

1.2 Interpretation

Clause 1.2 of the Business Sale Agreement applies in this agreement.

2 Assignment

- (a) The Assignor assigns to the Assignee:
 - (1) all of the Assignor's interest in the Intellectual Property; and
 - (2) the right to sue for damages and other remedies in respect of any infringement of the Intellectual Property which may have occurred before this assignment.
- (b) The Assignee accepts the assignment.

3 Registering this assignment and further action

- (a) The Assignee must promptly do all things necessary to have this assignment registered in any appropriate registry.
- (b) The Assignee must pay any fees or costs in relation to registering this assignment.
- (c) The Assignor must execute any documents and do any other things that the Assignee reasonably requests to:
 - (1) enable the Assignee to have its ownership of the Intellectual Property registered in any appropriate registry;
 - (2) enable the Assignee to file or prosecute in its name any application for a patent or other registration forming part of or relating to the Intellectual Property, whether in Australia or in any other country; or
 - (3) give effect to the terms of this deed.

4 Assignor must deliver materials

The Assignor must deliver to the Assignee on request all deeds of letters patent, certificates, title documents, technical information and records relating to the Intellectual Property in the possession or control of the Assignor, or the Receivers and Managers..

5 Limitations

5.1 Limitations on Liability

The Assignor and the Receivers and Managers have the same, and are subject no greater, liabilities or obligations under this deed than they are subject to under the Business Sale Agreement.

Assignment of patent assets

5.2 No Personal Liability

- (a) The Assignee acknowledges and agrees that:
- (1) the Receivers and Managers enter into this transaction and execute this deed solely in their capacity as Receivers and Managers and not in their personal capacity; and
 - (2) the Receivers and Managers incur no personal liability whatsoever under this deed except in the case of negligence, wilful misconduct, or breach of duty by the Receivers and Managers in their capacity as Receivers and Managers.
- (b) To avoid any doubt, if there is a breach of any express or implied provision of this deed, the Buyer acknowledges and agrees that it will not have any claim or action whatsoever against the Receivers and Managers, it being accepted by the Assignee that any claim or action must be taken solely against the Assignor company except in the case of negligence, wilful misconduct, or breach of duty by the Receivers and Managers in their capacity as Receivers and Managers.

6 Governing law and jurisdiction

- (a) This deed is governed by the laws of Queensland.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland.

7 Counterparts

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this deed by signing any counterpart.
- (d) A party may execute this deed, or any counterpart, by facsimile, and the facsimile will be accepted as an original.

Assignment of patent assets

Schedule - Intellectual Property**A. Patent Applications**

Country	Application No.	Title of the Invention	Date Filed
Australia	2002223262	Snow making methods and apparatus	05/11/2001
Australia	2002248984	Snow making methods and apparatus	19/04/2002
Australia	2004203217	A dispensing unit for ice or snow-like particles	15/07/2004
Bosnia	BAP031415A	Snow making methods and apparatus	05/11/2001
Bulgaria	107878	Snow making methods and apparatus	05/11/2001
Canada	2427995	Snow making methods and apparatus	05/11/2001
Canada	2369114	Snow making methods and apparatus	23/04/1999
Canada	2444686	Snow making methods and apparatus	19/04/2002
China	01820243.8	Snow making methods and apparatus	05/11/2001
China	02810533.8	Snow making methods and apparatus	19/04/2002
Czech Republic	PV2003-1454	Snow making methods and apparatus	05/11/2001
Europe	01992866.2	Snow making methods and apparatus	05/11/2001
Europe	99917686.0	Snow making methods and apparatus	23/04/1999
Europe	02717857.3	Snow making methods and apparatus	19/04/2002
Hong Kong	04101159.1	Snow making methods and apparatus	18/02/2004
Hong Kong	04105639.2	Snow making methods and apparatus	30/07/2004
Hungary	P0400559	Snow making methods and apparatus	05/11/2001
India	01912/DELN P/2003	Snow making methods and apparatus	19/04/2002
Japan	2002-539753	Snow making methods and apparatus	05/11/2001
South Korea	10-2003-7006214	Snow making methods and apparatus	05/11/2001
Norway	20032021	Snow making methods and apparatus	05/11/2001
New Zealand	535508	Snow making methods and apparatus	23/09/2004
PCT	PCT/AU200 4/001647	Snow making methods and apparatus	25/11/2001

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Country	Application No.	Title of the Invention	Date Filed
Poland	P-361843	Snow making methods and apparatus	05/11/2001
Singapore	200302696-0	Snow making methods and apparatus	05/11/2001
Slovakia	631-2003	Snow making methods and apparatus	05/11/2001
Ukraine	2003054899	Snow making methods and apparatus	05/11/2001
United States of America	10/415792	Snow making methods and apparatus	05/11/2001
United States of America	10/475228	Snow making methods and apparatus	19/04/2002
United States of America	10/909491	A dispensing unit for ice or snow-like particles	02/08/2004
Serbia and Montenegro	P-452/03	Snow making methods and apparatus	05/11/2001

B. Patents

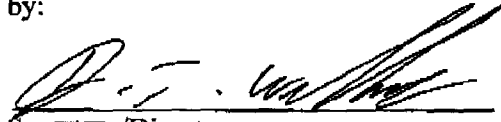
Country	Patent No.	Title of the Invention	Date Filed
Australia	738813	Snow making methods and apparatus	23/04/1999
Australia	736389	Toboggan and snow tubing slide	23/05/2001
Eurasia	005041	Snow making methods and apparatus	05/11/2001
New Zealand	526090	Snow making methods and apparatus	05/11/2001
United States of America	654182	Snow making methods and apparatus	23/04/1999
South Africa	2003/4412	Snow making methods and apparatus	05/11/2001

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Assignment of patent assets

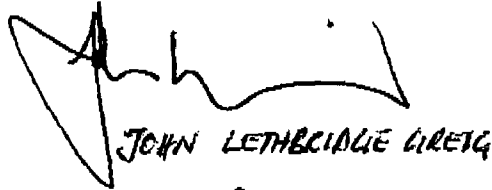
Executed as a deed:

Signed sealed and delivered by
Snow Factories Pty Ltd
(Receivers and Managers appointed)
by:

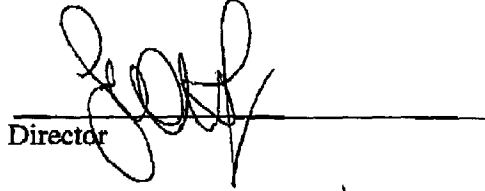


Secretary/Director

IAN WIEDERSHEIM
Name (please print)



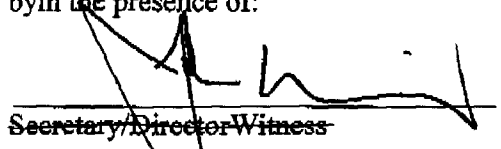
JOHN LETHBRIDGE GREIG



Director

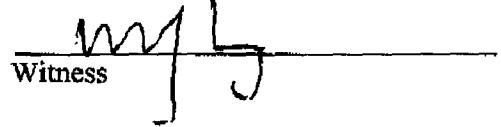
SCOTT EWEN
Name (please print)

Signed sealed and delivered by
John Lethbridge Greig &
David John Frank Lombe in their capacity
as Receivers and Managers of the Assignor
by in the presence of:



Secretary/Director/Witness

JOHN LETHBRIDGE GREIG
Name (please print)



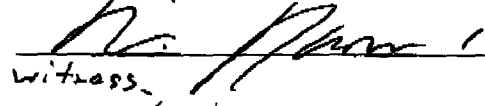
Witness

GUY HURLEY
Name (please print)



Director

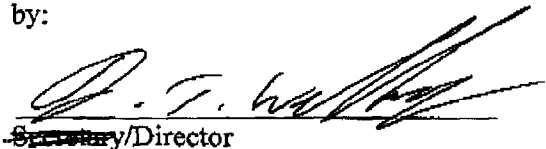
D J F Lombe
Name (please print)



Witness

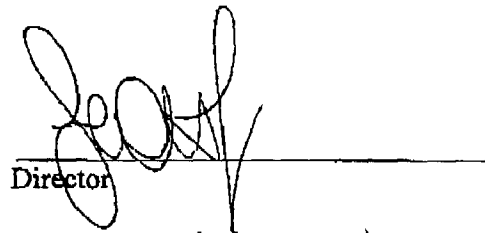
N. HARWOOD
Name (please print)

Signed sealed and delivered by
Snow Factories SA
by:



Secretary/Director

IAN WIEDERSHEIM
Name (please print)



Director

SCOTT EWEN
Name (please print)