

02-03-2006



DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECO

103172139
THIS ONLY

To the Director of the U.S. Patent and Trademark Office:

☐ Via Facsimile

Please record the attached documents or the new addresses below. Docket No.: P04884US0/MP & P04884US1/MP

1. Name of conveying party(ies):

GEORGE FETHERS & CO. TRADING PTY LTD.

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

Name: FETHERS GLAZING SYSTEMS PTY LTD

Street Address: 12-13 Rosemary Court

City + Address: Mulgrave, Victoria 3170
Australia

3. Nature of conveyance

☒ Assignment

☐ Merger

☐ Change of Name

☐ Security Agreement

☐ Other:

Execution Date(s):

September 22, 2005

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

☐ This document is filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Des. 413,505

Des. 418,736

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

Name: Marvin Petry

STITES & HARBISON PLLC • 1199 North Fairfax St. • Suite 900 • Alexandria, VA 22314-1437

Telefax: 703-739-9577 • Telephone: 703-739-4900 • CUSTOMER NO. 00881

6. Total number of applications and patents involved:

#2

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

☒ Authorized to be charged by attached CREDIT CARD PAYMENT FORM (PTO-2038)
(Any insufficiency of fee herewith is authorized to be charged to Deposit Account No. 12-0555)

\$80

8. Payment Information

Credit Card: Last 4 Numbers 1009

Expiration Date: 12/09

9. Signature:

Marvin Petry

Name of person signing

Signature

January 31, 2006

Date

Total number of pages including cover sheet, attachments and documents: 7

Documents to be recorded (including cover sheet) should be faxed to 571-273-0140; or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450 For
assistance call: 571-272-3350

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS DEED is made on the 22 day of SEPTEMBER 2005

BETWEEN:

GEORGE FETHERS & CO. TRADING PTY LTD, (ACN 108 033 816) of 216 Rouse Street, Port Melbourne, Victoria, 3207, Australia

("George Fethers")

AND:

FETHERS GLAZING SYSTEMS PTY LTD, (ACN 108 033 825) of 12-13 Rosemary Court, Mulgrave, Victoria, 3170, Australia

("Fethers Glazing")

BACKGROUND

- A. The Assignor is the owner of the patents, designs and trade marks identified in the Schedule (collectively, the "Intellectual Property").
- B. The Assignor has agreed to assign the Intellectual Property to the Assignee.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

"Copyright" means all copyright and other rights of a like nature (including rights under circuit layout legislation).

"Intellectual Property" means:

- (a) Copyright in the Works;
- (b) the Inventions;
- (c) the Know-How;
- (d) the Patents;
- (e) the Trade Marks; and
- (f) the goodwill associated with each of the above and with the Works.

"Inventions" means the inventions described in the Patents and all improvements or modifications made to them from time to time.

“Know-How” means all the knowledge and information which George Fethers has in relation to the Intellectual Property.

“Patents” means the patent applications and registered patents specified in the Schedule, any patents granted in respect of the Inventions, whether in the Commonwealth of Australia or elsewhere, and all rights from those patents.

“Trade Marks” means the trade mark applications and registered trade marks and the unregistered trade marks specified in the Schedule or any other trade marks or trade names.

“Works” means all works in relation to or arising from:

- (a) the Inventions;
- (b) the Patents; and
- (c) the Trade Marks

in which Copyright subsists and for which George Fethers is the owner or co-owner of that Copyright or which George Fethers is entitled to use or reproduce.

2. Assignment

2.1 George Fethers assigns to Fethers Glazing, George Fethers’ entire right, title and interest in the Intellectual Property, including:

- (a) the right to apply for letters patent for the Inventions, including continuing applications, reissues, extensions, renewals and re-examination of the patent applications;
- (b) the right to apply for and obtain corresponding letters patent in any country in the world;
- (c) the entire copyright throughout the world and all other rights of a like nature now subsisting or conferred in respect of the Works by the law in force in any part of the world including all renewals and extensions;
- (d) by way of assignment of future copyright, the Copyright and all other rights of a like nature from time to time belonging to George Fethers which may be conferred or may subsist in any alterations or additions to the Works and any and all renewals and extensions thereof;
- (e) the right to sue for past infringement and the right to enjoy for its sole benefit the rewards of such action;

3. Moral Rights

- 3.1 George Fethers consents to Fethers Glazing not attributing authorship of the Works to George Fethers when any attributable acts as defined by the Copyright Act 1968 are done in respect of the Works.

4. Further Assistance

- 4.1 George Fethers must provide to Fethers Glazing such further assistance as is reasonably requested by Fethers Glazing to give full effect to the provisions of this Deed and the transactions contemplated by it.

5. Delivery of Documents

- 5.1 George Fethers must deliver up to Fethers Glazing on request all certificates of title, papers, plans, reports and items in relation to all of the rights agreed to be assigned pursuant to **clause 2**.

6. Notices

- 6.1 All notices must be in writing and must be given by any one of the following means:
- (a) by delivering them to the address of the party on a business day during normal business hours;
 - (b) by sending it to the address of the party by pre-paid airmail post or if airmail post is not available by ordinary post; or
 - (c) by sending it by facsimile transmission to the facsimile number of the party and on the next business day giving it by either of the means set forth in sub-clause (a) or (b) above.
- 6.2 A notice is deemed to be given and received:
- (a) if given in accordance with clause 6.1(a) on the next business day after the day of delivery;
 - (b) if given in accordance with clause 6.1(b) two (2) clear business days after the day of posting;
 - (c) if given in accordance with clause 6.1(c) on the next business day after transmission.
- 6.3 The address and facsimile numbers referred to in clause 6.1 (in the absence of notice to the contrary) are set out below:

George Fethers:

Addressee: Leigh Perkins

Address: 216 Rouse Street, Port Melbourne, Victoria, 3207

Facsimile: (03) 9646 2535

Fethers Glazing:

Addressee: David Perkins

Address: 12-13 Rosemary Court, Mulgrave, Victoria, 3170

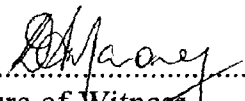
Facsimile: (03) 8562 0899

7. General

- 7.1 *Applicable law.* The parties agree that this Deed will be read and construed according to the laws of the State of Victoria and the parties agree to submit to the jurisdiction of the courts of that State.
- 7.2 *Amendments.* This Deed may not be varied except in writing signed by both parties.
- 7.3 *Severability.* If any provision of this Deed is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation it is to be severed so that the validity and enforceability of the remaining provisions are not affected.
- 7.4 *Costs and stamp duty.* Each party shall bear its own costs arising out of the negotiation, preparation and execution of this Deed. All stamp duty (including fines, penalties and interest) which may be payable on or in connection with this Deed and any instrument executed under this Deed shall be borne by George Fethers.
- 7.5 *Counterparts.* This Deed may be executed in any number of counterparts. All counterparts constitute one instrument.

EXECUTED as a Deed


Signed for and on behalf of)
GEORGE FETHERS & CO TRADING)
PTY LTD by an authorized officer)
 in the presence of:)



 Signature of Witness

DEBRA MARONEY

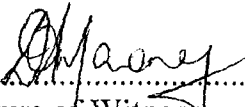
 Name of Witness



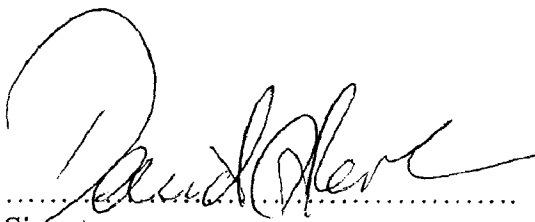
 Signature
Brian Perkins / Director.

 Name/Title

Signed for and on behalf of
FETHERS GLAZING SYSTEMS
PTY LTD by an authorized officer
in the presence of:


.....
Signature of Witness

DEBRA MARONEY
.....
Name of Witness


.....
Signature

David A. Perkins - Director
.....
Name/Title

SCHEDULE

PATENTS

Country	Number	Filing Date	Status	Title
Australia	723439	10 September 1997	Sealed	Hinging
Australia	745962	6 November 2000	Sealed	Hinging
New Zealand	334796	10 September 1997	Sealed	Hinging
Philippines	1-1997-57931	19 September 1997	Sealed	Hinge for a shower screen door
Taiwan	104606	6 September 1997	Sealed	Hinging and method of hinging glass shower door or like door
USA	6070294	10 September 1997	Sealed	Hinge for a shower door

Designs

Country	Number	Filing Date	Status	Title
Australia	133737	19 December 1996	Sealed	Hinge
Australia	133738	19 December 1996	Sealed	Hinge
Australia	136127	21 April 1998	Sealed	Hinge
Australia	136128	21 April 1998	Sealed	Hinge
Australia	139881	17 May 1999	Sealed	A Hinge
Australia	139882	17 May 1999	Sealed	A Hinge
Australia	139883	17 May 1999	Sealed	A Hinge
Australia	139924	17 May 1999	Sealed	A Hinge
Germany	M9705624.3	16 June 1997	Sealed	Hinge
New Zealand	28578	18 June 1998	Sealed	Hinge
New Zealand	29438	18 June 1997	Sealed	Hinge

United Kingdom	2066970	17 June 1997	Sealed	Hinge
United Kingdom	2074870	21 May 1998	Sealed	Hinge
USA	413505	16 June 1997	Sealed	Hinge
USA	418736	25 February 1999	Sealed	Hinge

TRADE MARKS

Registered Trade Marks

Mark	Country	Number	Filing Date	Class	Status
SWISSH	Australia	739986	24 July 1997	20	Registered

Unregistered trade marks

Mark	Goods
MYCRO	Hinges, handles, towel rails, knobs, and brackets, all being made of metal Hinges, handles, towel rails, knobs, and brackets, none of the foregoing being made of metal
CIRCO	Hinges, handles, towel rails, knobs, and brackets, all being made of metal Hinges, handles, towel rails, knobs, and brackets, none of the foregoing being made of metal