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04-18-2006



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office  
**Rec'd PCT/PTO 06 MAY 2005**

Tab settings ⇌⇌⇌ ↓

To the honorable Commissioner

103220974

and attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Nawtint PTY Limited

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

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_

Execution Date: 11/4/2003

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

Name: Nawkaw Holdings B.V.

Internal Address: \_\_\_\_\_

Street Address: Tesseleshadstraat 4-12City: Amsterdam Country: The NetherlandsZip: 104Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: May 4, 2005

A. Patent Application No.(s)

B. Patent No.(s)

10/534230

Additional numbers attached? ☐ Yes ☒ No

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

Name: George A. MetzenthinCahn & Samuels, LLP

Internal Address: \_\_\_\_\_

Street Address: 2000 P Street, NWSuite 200City: Washington State: DC Zip: 20036-6924

## 6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41). . . . . \$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

## 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.

George A. Metzenthin, Reg. 41995

Name of Person Signing

Signature

5/6/2005

Date

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

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
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**PATENT**  
**REEL: 017785 FRAME: 0441**

**HALFORD & CO.**  
**Patent & Trade Mark Attorneys**  
**7th Floor, 1 Market Street**  
**Sydney NSW 2000 Australia**  
**Telephone: + 61 2 9264 8388**  
**Facsimile: + 61 2 9264 1810**  
**E-mail: mail@halfords.com.au**

**Deed of Assignment**

**Brick Appeal Pty Limited**

**ACN 074 743 212**

**Nawtint Pty Limited**

**ACN 100 489 307**

**and**

**Nawkaw Holdings B.V.**

Nawtint to Nawkaw Assignment G03168



## This deed of assignment

is made on 4th Nov 2003 between the following parties:

1. **Brick Appeal Pty Limited**  
ACN 074 743 212  
of 70 Mandoon Road  
Girraween, New South Wales, 2145  
Australia  
(Brick Appeal)
2. **Nawtint Pty Limited**  
ACN 100 489 307  
of 70 Mandoon Road  
Girraween, New South Wales, 2145  
Australia  
(Nawtint)
3. **Nawkaw Holdings B.V.**  
of Tesseleshadstraat 4-12,  
104 Amsterdam  
The Netherlands  
(Nawkaw)

### Recitals

- A. The intellectual property identified in the schedule to this deed will hereinafter be referred to as **The Intellectual Property**.
- B. The inventions which are the subject of the applications listed in Part A in the schedule to this deed, were invented by Anthony Watling, an employee of Brick Appeal.
- C. Anthony Watling and Brick Appeal, by an assignment dated 7 November 2002, assigned to Nawtint all right title and interest in and to the inventions the subject of the applications listed in Part A in the schedule to this deed.
- D. Brick Appeal is the owner of the trade mark listed in Part C in the schedule to this deed.
- E. Nawtint and Brick Appeal will be referred to collectively as **The Assignors**.
- F. The Assignors each wish to assign to Nawkaw all right, title and interest in The Intellectual Property, including any right to claim convention priority and the right to file applications for patents, designs, utility models, registration of copyright, trade marks or any other intellectual property in respect of The Intellectual Property together with all common law and intellectual property rights therein including but not limited to copyright, free from all encumbrances.

Nawtint to Nawkaw Assignment G03168

**This deed witnesses**

that in consideration of, among other things, the payment by Nawkaw to each of the Assignors of A\$1, the receipt and sufficiency of which is acknowledged, the parties agree:

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**1 Assignment**

- (a) The Assignors assign to Nakwaw:
  - (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) This assignment is effective **on the date of this deed**.

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**2 Registering this assignment and further action**

- (a) Nawkaw must pay any fees or costs in relation to registering this assignment.
- (b) The Assignors must execute any documents and do any other things that Nawkaw reasonably requests to:
  - (1) enable Nwkaw to have its ownership of The Intellectual Property registered in any appropriate registry;
  - (2) enable Nawkaw to file or prosecute in its name any application for a patent, trade mark or other registration forming part of or relating to The Intellectual Property, whether in Australia or in any other country, or under international treaty such as the Madrid Protocol or the Patent Cooperation Treaty; and
  - (3) give effect to the terms of this deed.

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**3 General**

- (a) A variation of the terms of this deed must be in writing and signed by the parties.
- (b) In this deed, unless the context otherwise requires:
  - (1) headings and boldings are for convenience only and do not affect the interpretation of this deed;
  - (2) words importing the singular include the plural and vice versa;
  - (3) a reference to a person includes a corporation; and
  - (4) a reference to a person includes that person's successors and legal personal representatives.

Nawtint to Nawkaw Assignment G03168



## Schedule - Intellectual Property

### A. Inventions the subject of Patent applications:

Country	Application No.	Date filed	Title
Australia	2002301894	7 November 2002	A masonry staining composition, a method of coating a masonry structure and a method of producing a masonry structure, a method of producing a masonry unit
Canada	2411329	7 November 2002	A masonry staining composition, a method of coating a masonry structure and a method of producing a masonry structure, a method of producing a masonry unit

### B. Priority rights

The Assignor's rights to claim priority under any applicable international convention for patent applications relating to the patent applications that are the subject of A above.

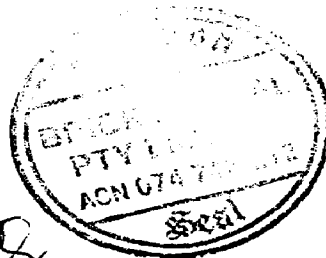
### C. Trade Mark registrations:

Country	Registration No.	Date filed	Mark	Goods
Australia	895471	16 November 2001	NAWTINT	Colour stains for articles of masonry, brick mortar, stucco, concrete and clay products

Nawtint to Nawkaw Assignment G03168

**Executed as a deed:**

The common seal of  
**Brick Appeal Pty Limited**  
 ACN 074 743 212  
 is fixed to this document  
 in the presence of:

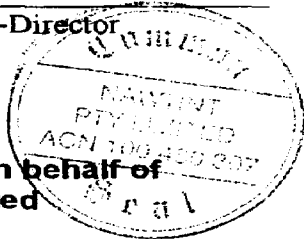


\_\_\_\_\_  
 Anne Ethel Bartram-Director

T. Watling  
 Anthony John Watling  
 Managing Director

Date sealed 4th Nov 2003

Signed for and on behalf of  
**Nawtint Pty Limited**  
 ACN 100 489 307  
 is fixed to this document



T. Watling  
 Anthony John Watling  
 Sole Director

A. E. Bartram  
 Witness Signature

4th Nov 2003  
 Date Signed

A. E. BARTRAM  
 Witness Name (please print)

Signed sealed and delivered for  
**Nawkaw Holdings B.V.**  
 by:

Name: (please print) A. E. Bartram

Position in Company: (please print) Director

in the presence of:

A. E. Bartram  
 Witness

\_\_\_\_\_  
 Witness name (please print)

\_\_\_\_\_  
 Date

Nawtint to Nawkaw Assignment G03168