

07-14-2006

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103274781

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

Send documents or the new address(es) below.

**1. Name of conveying party(ies)**

Paul Blazevic

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) November 24, 2005

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

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

Name: PANELFORM SYSTEM PTY LTD ACN 111 226 594

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

Street Address: 35 Brittanic Crescent

City: Sovereign Islands

State: Queensland

Country: Australia Zip: 4216

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

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

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,948,885

Additional numbers attached? ☐ Yes ☒ No

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

Name: Edward T. Kennedy

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

Street Address: 4518 Fulton Drive N.W., P.O. Box 35548

City: Canton

State: Ohio Zip: 44735-5548

Phone Number: 330-491-5218

Fax Number: 330-252-5216

Email Address: ekennedy@bdblawn.com

**6. Total number of applications and patents involved:** 1

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 40.00

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account \*  
☒ Enclosed \* deficiencies only  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-0983

Authorized User Name Edward T. Kennedy

**9. Signature:**

Edward T. Kennedy  
Signature

Edward T. Kennedy  
Name of Person Signing

10 JULY 2006  
Date

Total number of pages including cover sheet, attachments, and documents: 8

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, V.A. 22313-1450

# PATENT ASSIGNMENT DEED

Made on the date specified item 2 of schedule 1.

BETWEEN THE PARTY SO SPECIFIED IN SCHEDULE 1

(‘Assignor’)

AND PANELFORM SYSTEM PTY LTD ACN 111 226 594 of 35 Brittanic Crescent,  
Sovereign Islands, QLD 4216

(‘Assignee’)

## BACKGROUND

- A. The Assignor is the owner of the Intellectual Property Rights in the Patents.
- B. The Assignor wishes to assign ownership of the Intellectual Property Rights in the Patents to the Assignee on the terms of this Deed.

## OPERATIVE PROVISIONS

### 1. DEFINITIONS

#### 1.1 In this Deed, except to the extent the context otherwise requires:

‘Assignment’ means the assignment of Intellectual Property Rights in the Patents pursuant to this Deed;

‘Claim’ includes any complaint, action, suit, cause of action, proceedings, arbitration, debt due, account, cost and expense (including any legal cost and expense), claim, demand, verdict or judgment arising under the provisions of any statute, award, order or determination, whether or not known at the date of this Deed;

‘Deed’ means this patent assignment deed between the Assignor and the Assignee made on the date specified in schedule 1;

‘Encumbrance’ means any mortgage, pledge, charge, lien, any right of set off, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security agreement or arrangement of any kind, however it is given, arises or is created;

‘Intellectual Property Rights’ includes all copyright, trade mark, design, patent, semi-conductor or circuit layout rights; trade, business, company or domain names; any right to have confidential information kept confidential; other proprietary rights; or any rights to registration of such rights existing anywhere in the world, whether created before, on or after the date of this Deed;

‘Patents’ means the patent applications listed in item 3 of schedule 1 together with any divisional, continuations, continuations in part or any patent or patent applications claiming priority from the patent applications listed in schedule 1; and

'Personnel' includes all officers, employees, agents and sub-consultants of the Assignor.

2. ASSIGNMENT

The Assignor assigns all Intellectual Property Rights in the Patents to the Assignee on and from the date of execution of this Deed.

3. EXTENT OF ASSIGNMENT

The Assignment is absolute.

4. FURTHER ASSURANCES

Each party must do all things and execute all further documents necessary to give full effect to this Deed and refrain from doing anything that might hinder the performance of this Deed.

5. COUNTERPARTS

This Deed is validly executed if executed in one or more counterparts.

6. NO MERGER

The covenants, conditions, provisions and warranties contained in this Deed do not merge or terminate upon completion of the transactions contemplated in this Deed, but to the extent that they have not been fulfilled and satisfied or are capable of having effect, remain in full force and effect.

7. ENTIRE AGREEMENT

This Deed constitutes the entire agreement of the parties as to its subject matter and supersedes and cancels all prior arrangements, understandings and negotiations in connection with it. Any statement made in negotiations for this Deed which is not set out in this Deed does not form part of the agreement between the parties.

8. GOVERNING LAW AND JURISDICTION

This Deed is governed by the laws of Queensland and the Commonwealth of Australia.

9. NO WAIVER

9.1 The failure of a party at any time to require full or partial performance of any provision of this Deed does not affect in any way the full right of that party to require that performance subsequently.

9.2 The waiver by any party of a breach of a provision of this Deed is not deemed a waiver of all or part of that provision or of any other provision or of the right of that party to avail itself of its rights subsequently.

9.3 Any waiver of a breach of this Deed must be in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.

## 10. SEVERABILITY

The parties acknowledge and agree that:

- (a) all the provisions of this Deed are reasonable in all the circumstances and that each provision is and is deemed to be severable and independent; and
- (b) if all or any part of any provision is judged invalid or unenforceable in all the circumstances, it may be construed (or deleted if necessary) so as to be valid and enforceable to the greatest extent possible and does not affect the validity or enforceability of the remaining provisions.

## 11. INTERPRETATION

In this Deed, except to the extent the context otherwise requires:

- (a) the singular includes the plural and vice versa and a gender includes other genders;
- (b) a reference to a party is to be construed as a reference to a party to this Deed;
- (c) a reference to a party to this Deed or any other document or agreement includes its successors and permitted assigns;
- (d) a reference to an item in the Background, clause, schedule, annexure or appendix is a reference to an item in the Background, clause or schedule, annexure or appendix to this Deed and references to this Deed include its schedules and any annexures;
- (e) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
- (f) a reference to a document or agreement including this Deed includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (g) in the interpretation of this Deed, headings are to be disregarded;
- (h) a reference to a person includes a partnership, and a body whether corporate or otherwise; and
- (i) 'including' is not a term of limitation.

**SCHEDULE 1****Deed details**

Item	Description																																																																								
1. Assignor:	Mr Paul Blazevic of C/- 35 Brittanic Crescent, Sovereign Islands, QLD 4216																																																																								
2. Date of Deed:	24-11-2005																																																																								
3. Patents:	<p><b>Building Panel and Construction Method</b></p> <table border="1"><thead><tr><th>Country</th><th>Official Number</th><th>Status</th></tr></thead><tbody><tr><td>United Arab Emirates</td><td>P316/04</td><td>Pending</td></tr><tr><td>Australia</td><td>PS0840</td><td>Lapsed (provisional)</td></tr><tr><td>Australia</td><td>2003205439</td><td>Pending</td></tr><tr><td>Brazil</td><td>P10308107-9</td><td>Pending</td></tr><tr><td>Canada</td><td>2497156</td><td>Pending</td></tr><tr><td>China</td><td>03805030.7</td><td>Pending</td></tr><tr><td>Egypt</td><td>83/2004</td><td>Pending</td></tr><tr><td>European Patent Office</td><td>03702210.0</td><td>Pending</td></tr><tr><td>Hong Kong</td><td>05104881.9</td><td>Pending</td></tr><tr><td>Indonesia</td><td>W00200402012</td><td>Pending</td></tr><tr><td>Israel</td><td>163678</td><td>Pending</td></tr><tr><td>India</td><td>2634/DELNP/2004</td><td>Pending</td></tr><tr><td>Japan</td><td>2003-573238</td><td>Pending</td></tr><tr><td>Korea</td><td>2004-7013515</td><td>Pending</td></tr><tr><td>Mexico</td><td>PA/a/2004/008457</td><td>Pending</td></tr><tr><td>New Zealand</td><td>535324</td><td>Pending</td></tr><tr><td>PCT</td><td>PCT/AU03/00245</td><td>Lapsed (all national phases filed)</td></tr><tr><td>Philippines</td><td>1-2004-501341</td><td>Pending</td></tr><tr><td>Russia</td><td>2004129312</td><td>Pending</td></tr><tr><td>Singapore</td><td>200404815-3</td><td>Pending</td></tr><tr><td>United States of America</td><td>To be advised</td><td>Pending</td></tr><tr><td>Vietnam</td><td>1-2004-00980</td><td>Pending</td></tr><tr><td>South Africa</td><td>2004/6855</td><td>Pending</td></tr></tbody></table>	Country	Official Number	Status	United Arab Emirates	P316/04	Pending	Australia	PS0840	Lapsed (provisional)	Australia	2003205439	Pending	Brazil	P10308107-9	Pending	Canada	2497156	Pending	China	03805030.7	Pending	Egypt	83/2004	Pending	European Patent Office	03702210.0	Pending	Hong Kong	05104881.9	Pending	Indonesia	W00200402012	Pending	Israel	163678	Pending	India	2634/DELNP/2004	Pending	Japan	2003-573238	Pending	Korea	2004-7013515	Pending	Mexico	PA/a/2004/008457	Pending	New Zealand	535324	Pending	PCT	PCT/AU03/00245	Lapsed (all national phases filed)	Philippines	1-2004-501341	Pending	Russia	2004129312	Pending	Singapore	200404815-3	Pending	United States of America	To be advised	Pending	Vietnam	1-2004-00980	Pending	South Africa	2004/6855	Pending
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**Method of Construction**

<b>Country</b>	<b>Official Number</b>	<b>Status</b>
Australia	PS0960	Lapsed (provisional)
Australia	2003206504	Pending
China	03805467.1	Pending
European Patent Office	03704105.0	Pending
Hong Kong	05104882.8	Pending
India	2635/DELNP/2004	Pending
New Zealand	535512	Accepted
PCT	PCT/AU03/00274	Lapsed (all national phases filed)
Singapore	200404813-8	Pending
United States of America	10/506655	Allowed

EXECUTED as deed in Queensland.

SIGNED by Paul Blazevic in the presence of:

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)

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Signature of Paul Blazevic

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Signature of witness

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Name of witness (print)

SIGNED SEALED AND DELIVERED

for and on behalf of

PANelfORM SYSTEM PTY LTD

ACN 111 226 594 by authority

of the directors in the presence of:

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)

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Director

^

Director/Secretary

~~SOLE SECRETARY~~

~~SOLE DIRECTOR~~

^

Full name of director

^

Full name of director/secretary

PAUL BLAZEVIC