

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Trans Atlantic Technologies Pty Ltd	02/01/2007
RECEIVING PARTY DATA	
Name:	SRB Construction Technologies Pty Ltd
Street Address:	von Doussas
Internal Address:	4143 Gawler Street
City:	Mount Barker, South Australia
State/Country:	AUSTRALIA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10311763
CORRESPONDENCE DATA	
Fax Number:	(919)806-1690
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919-806-1600
Email:	mtort@usiplawgroup.com
Correspondent Name:	Peter H. Priest
Address Line 1:	5015 Southpark Drive
Address Line 2:	Suite 230
Address Line 4:	Durham, NORTH CAROLINA 27713
ATTORNEY DOCKET NUMBER:	175.0001
NAME OF SUBMITTER:	Peter H. Priest, Reg. 30,210
<p>Total Attachments: 12</p> <p>source=DOC035#page1.tif</p> <p>source=DOC035#page2.tif</p> <p>source=DOC035#page3.tif</p>	

CH \$40.00 10311763

**500252935**

**PATENT**  
**REEL: 019114 FRAME: 0889**

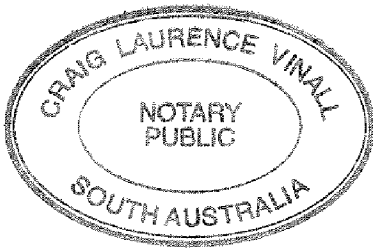
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## CERTIFICATE

To all whom these presents shall come

I, CRAIG LAURENCE VINALL, of 1st Floor, 64 Hindmarsh Square, Adelaide, South Australia, Australia, Notary Public, duly authorised admitted and sworn and practising within the State of South Australia, do hereby certify that the Photostat matter hereto annexed purporting to be a copy is a true and accurate copy of the original.

In testimony whereof I have hereunto subscribed my name and affixed my seal of office this 23<sup>rd</sup> day of March, 2007 at Adelaide, South Australia, Australia.



A handwritten signature in cursive script, appearing to read "C. Vinall".

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CRAIG LAURENCE VINALL  
(Notary Public)

(3)

RevenueSA - Stamp Duty - AUN 19 040 349 865 ©	
Ex.	RevNetID/PRA Bundle No.: 113890885
Orig. Copy	1 of with _____ copies
Consideration/Value/Security: \$ _____	
SA Proportion (if applicable): \$ _____	
SD: \$ _____	LTO Fees: \$ _____
Int: \$ _____	Pen/Add Tax: \$ _____
Signature: _____	Date: 1/3/07

THIS SUPPLEMENTARY DEED is made the 1<sup>st</sup> day of February 2007

**BETWEEN** TRANS ATLANTIC TECHNOLOGIES PTY LTD ACN 103 217  
232 of Level 4/2 Corporate Court Bundall in the State of  
Queensland ("the Assignor")

**AND** SRB CONSTRUCTION TECHNOLOGIES PTY LTD ACN 103  
021 736 of von Doussas of 41-43 Gawler Street Mount Barker in  
the State of South Australia ("the Assignee")

**RECITALS**

- A. The parties to this deed entered into a Deed of Assignment on 14 August 2006, a copy of which is annexed hereto and marked with the letter "A" ("the Prior Deed").
- B. The Prior Deed provided for the assignment of certain intellectual property from the Assignor to the Assignee which the Assignor had obtained pursuant to an Indenture Agreement dated 7 July 2006 ("the Indenture").
- C. It was the intention of the parties that the Prior Deed would effect an assignment of all of the intellectual property which the Assignor obtained pursuant to the Indenture.
- D. The schedule to the Prior Deed contained a schedule which was intended to set forth all of the intellectual property which the parties intended thereby to assign, but which, through error, did not.
- E. The parties now wish to rectify the Prior Deed by the execution of this deed which provides for the assignment of the intellectual property set forth in Section 2 of the schedule hereto.

**NOW THE PARTIES AGREE AS FOLLOWS**

- 1. The Prior Deed is hereby rectified so that the Intellectual Property being assigned thereby is that contained in the Schedule to this Deed.

Consideration

- 2. There is no further consideration payable by the Assignee to the Assignor for the execution of this deed.

Execution

- 3. The Assignor must at the expense of the Assignee do all acts and execute all documents necessary to transfer to the Assignee title to the Intellectual Property including without limiting the generality thereof, the "Request to Amend Ownership Details of an Application or Patent". In

the event of default the Assignor appoints the Assignee as the Assignor's attorney for such purpose. To avoid any doubt it is expressly acknowledged and agreed that no documents need or shall be executed in relation to the Lapsed Designs and the Lapsed Patents.

#### Costs

4. All fees, costs and expenses incurred by the Assignor in connection with enabling the Assignee to be registered as the sole owner of the Intellectual Property are to be borne and paid by the Assignee.

#### Delivery of Documents

5. The Assignor must deliver up to the Assignee at settlement all current registration certificates plus plans and technical drawings relating to or containing the Intellectual Property provided that the item of Intellectual Property is still currently being manufactured.

#### Applicable Law

7. This Deed is governed by the law of the State of South Australia and the parties submit to the jurisdiction of the courts of that State.

#### Amendments

8. This Deed may not be varied except in writing signed by all of the parties.

Severability

9. If any provision of this Deed is held 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.

Charges

10. All stamp duties and governmental charges arising out of or incidental to this Deed are the responsibility of and payable by the Assignee.
11. The Assignor agrees to provide the Assignee with all financial information to the extent that it is required to satisfy the stamp duty authority in each relevant jurisdiction as to the calculation of the stamp duty payable (if any) in respect of this deed.

**EXECUTED AS A DEED**

**EXECUTED** by **TRANS ATLANTIC TECHNOLOGIES PTY LTD** by being signed by those persons who are authorized under its Constitution to sign for the company

  
.....  
Signature of Director

.....  
Signature of \*Director/Secretary

STEVEN GIROTTI  
.....

[PRINT FULL NAME BLOCK LETTERS]

[PRINT FULL NAME BLOCK LETTERS]

40 MAY ST KEN  
.....

[USUAL ADDRESS]

.....  
[USUAL ADDRESS]

**EXECUTED** by **SRB CONSTRUCTION TECHNOLOGIES PTY LTD** by being signed by those persons who are authorised under its Constitution to sign for the company

  
.....  
Signature of Director

  
.....  
Signature of \*Director/Secretary

STEVEN GIROTTI  
.....

BOSILJKA SLADOJEVIC  
.....

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[PRINT FULL NAME BLOCK LETTERS]

40 MAY ST KEN  
.....

[USUAL ADDRESS]

6 EDIALTA RD CHERRY  
.....

[USUAL ADDRESS] GARDENS SA

## **SCHEDULE**

### Section 1 (intellectual property referred to in the Prior Deed)

#### PATENTS

Aus 773839

Aus 754164 for a method and arrangement for forming construction panels and structures

New Zealand 520882 for a method and arrangement for forming construction panels and structures

USA 10/311763 for a method and arrangement for forming construction panels and structures

#### AUSTRALIAN REGISTERED TRADE MARKS

880362 for "Panelware" in class 6

#### REGISTERED DESIGNS

Aus 143917

Aus 143915

Aus 140967

Aus 140992

Aus 150887

Aus 150678

Aus 150641

Aus 303348

Aus 140143

Aus 142464

Aus 142467

Aus 148389

Aus 148612

Aus 145462A (top bracket)

Euro 000418058-001

#### DESIGNS PENDING

China 200530138768.7

USA 29/240331

USA 29/251871 (to lapse)

Canada 113041

4  
29/01/2007

### MISCELLANEOUS

Any and all of Tiltform's interests in:-

1. lapsed patents
2. lapsed designs
3. inventions

Section 2 (intellectual property erroneously not included in the Prior Deed)

### PATENTS

Aus 721582  
USA 6247677  
China ZL98804609.1

### PATENTS PENDING

Europe 98916663.2  
Poland P336526

### DESIGNS

Aus 140037  
Aus 138191

### REGISTERED TRADEMARKS

"Tiltform" USA 2690405  
"Tiltform" NZ 649437  
"Tiltform" Aus 788294  
"Device" (logo) Aus 788293

### MISCELLANEOUS

Any and all of Tiltform's interests in any-

1. lapsed patents
2. lapsed designs
3. inventions

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29/01/2007



"A"

THIS DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY is made  
the 14<sup>th</sup> day of August 2006

BETWEEN TRANS ATLANTIC TECHNOLOGIES PTY LTD ACN 103 217  
232 of Level 4/2 Corporate Court Bundall in the State of  
Queensland ("the Assignor")

AND SRB CONSTRUCTION TECHNOLOGIES PTY LTD ACN 103  
021 736 of von Doussas of 41-43 Gawler Street Mount Barker in  
the State of South Australia ("the Assignee")

#### RECITALS

- A. The Assignor is the owner of the Intellectual Property in Australia and elsewhere referred to in the Schedule having purchased same from Tiltform Technologies Ltd ACN 094 997 341 as part of an Indenture Agreement dated 7 July 2006 for the sum of \$8,474.00.
- B. The parties agree that the Intellectual Property referred to in the Schedule is fairly valued at \$8,474.00.
- C. The Assignor has agreed to assign to the Assignee all its right title and interest in and to the Intellectual Property including without limiting the generality thereof the right to apply for or obtain corresponding patents in any country of the Territory

#### NOW THE PARTIES AGREE AS FOLLOWS

##### Interpretation

1. In this Deed the following definitions apply:-

- 1.1 The Designs means the designs set out in the schedule hereto.
- 1.2 The Lapsed Designs means any designs which the Assignor or any of its predecessors in title has or have in the past registered or applied to register which have lapsed.
- 1.3 The Inventions means all inventions that are the subject of the Patents, the Lapsed Patents and/or the Lapsed Designs.
- 1.4 The Intellectual Property means the Intellectual Property set out in the schedule hereto.
- 1.5 The Lapsed Patents means any patents which the Assignor or any of its predecessors in title has or have in the past registered or applied to register which have lapsed.

RevenueSA - Stamp Duty - ABN 19 040 369 863 0	Revised/Per Bundle No: 11902680
Orig/Geny	of with copies
Consideration/Value/Security: \$ 8,474.00	SA Proportion (if applicable): \$
SD: \$ 65.00	LFO Fees \$
Est: \$	Per/Ad Tax \$
Signature: [Signature]	Date: 15/8/06

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14/08/2006

1.6 **The Patents** means the Patents set out in the schedule hereto.

1.7 **The Territory** means:-

1.7.1 Australia; and

1.7.2 the rest of the world.

**Consideration**

2. In consideration of the payment of \$8,474.00 by the Assignee to the Assignor within 28 days of the date of this Agreement the Assignor hereby assigns to the Assignee all of its right title and interest in:-

2.1 the Intellectual Property

2.2 the corresponding rights obtainable in the Territory in respect of the Inventions

2.3 all rights powers liberties and immunities associated with any of the foregoing.

**Execution**

3. The Assignor must at the expense of the Assignee do all acts and execute all documents necessary to transfer to the Assignee title to the Intellectual Property including without limiting the generality thereof, the "Request to Amend Ownership Details of an Application or Patent". In the event of default the Assignor appoints the Assignee as the Assignor's attorney for such purpose. To avoid any doubt it is expressly acknowledged and agreed that no documents need or shall be executed in relation to the Lapsed Designs and the Lapsed Patents.

**Costs**

4. All fees, costs and expenses incurred by the Assignor in connection with enabling the Assignee to be registered as the sole owner of the Intellectual Property are to be borne and paid by the Assignee.

**Delivery of Documents**

5. The Assignor must deliver up to the Assignee at settlement all current registration certificates plus plans and technical drawings relating to or containing the Intellectual Property provided that the item of Intellectual Property is still currently being manufactured.

### Representations

6. The Assignor warrants to the Assignee:-

6.1 the Assignor has not in the period of 16 months immediately preceding the date of this Deed sold or otherwise disposed of (which however does not include lapsing) any of its Intellectual Property.

6.2 that the Assignor will at settlement:-

6.2.1 own and

6.2.2 have the right to sell or transfer (as the case may be) without any incumbrance

the Intellectual Property and except as set out above:-

6.3 the Assignor makes no representation and gives no warranty, and

6.4 Transatlantic acknowledges that neither the Assignor nor any one on its behalf has made any representation or given any warranty

regarding:-

6.5 the attributes of the Intellectual Property, the Lapsed Designs or the Lapsed Patents

6.6 in any other way the subject matter of this Deed.

### Applicable Law

7. This Deed is governed by the law of the State of South Australia and the parties submit to the jurisdiction of the courts of that State.

### Amendments

8. This Deed may not be varied except in writing signed by all of the parties.

Severability

9. If any provision of this Deed is held 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.

Charges

10. All stamp duties and governmental charges arising out of or incidental to this Deed are the responsibility of and payable by the Assignee.
11. The Assignor agrees to provide the Assignee with all financial information to the extent that it is required to satisfy the stamp duty authority in each relevant jurisdiction as to the calculation of the stamp duty payable (if any) in respect of this deed.

EXECUTED AS A DEED

EXECUTED by TRANS ATLANTIC TECHNOLOGIES PTY LTD by being signed by those persons who are authorized under its Constitution to sign for the company

  
.....  
Sole Signature of Director

.....  
Signature of "Director"/Secretary

  
.....

[PRINT FULL NAME BLOCK LETTERS]

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40 MAY ST KAN  
.....  
[USUAL ADDRESS]

.....  
[USUAL ADDRESS]

EXECUTED by SRB CONSTRUCTION TECHNOLOGIES PTY LTD by being signed by those persons who are authorised under its Constitution to sign for the company

  
.....  
Signature of Director

  
.....  
Signature of "Director"/Secretary

  
.....

  
.....  
BASILJKA SLADOTJEVIC

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40 MAY ST KAN  
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[USUAL ADDRESS]

6 EDIALTA RD CHERRY  
.....  
[USUAL ADDRESS] CAEDENS.

SCHEDULE TO DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

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Aus 140967

Aus 140992

Aus 150887

Aus 150678

Aus 150641

Aus 303348

Aus 140143

Aus 142464

Aus 142467

Aus 148389

Aus 148512

Aus 145462A (top bracket)

Euro 000418058-001

DESIGNS PENDING

China 200530138768.7

USA 29/240331

USA 29/251871 (to lapse)

Canada 113041

MISCELLANEOUS

Any and all of Tiltform's interests in:-

1. lapsed patents
2. lapsed designs
3. inventions

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14/08/2006