

04-05-2007

ITEM # 1 OF 2

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form
QM



103391652

RECORDATION FORM COVER SHEET

PATENTS ONLY Attorney Docket No.: 2637-2-002

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

4-11-07

1. Name of conveying party(ies)
TILTFORM TECHNOLOGIES LTD

2. Name and address of receiving party(ies)
Name: TRANS ATLANTIC TECHNOLOGIES PTY LTD
Internal Address: _____

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

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

Street Address: Level 4/2 Corporate Court
Bundall, Queensland, Australia

Execution Date(s) JULY 7, 2006

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

City: _____

State: _____

Country: _____ Zip: _____

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)

29/240,331

04/07/2007 DBYRNE 00000250 29240331

01 FEB 2007

40.00 DP

Additional numbers attached? Yes No

OPR/FINANCE
MAR -4 AM 12 39

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

6. Total number of applications and patents involved: 1

Name: KLAUBER & JACKSON LLC

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

Internal Address: _____

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

Street Address: 411 HACKENSACK AVENUE,
4TH FLOOR

City: HACKENSACK

State: NJ Zip: 07601

Phone Number: 201-487-5800

Fax Number: 201-343-1684

Email Address: INFO@KJIPLAW.COM

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 11-1153

Authorized User Name _____

9. Signature:

David A. Jackson
Signature

4/2/07
Date

DAVID A. JACKSON, ESQ., REG. NO. 26,742

Name of Person Signing

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

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
REEL: 019137 FRAME: 0798

(1)

SCHEDULE 4 PART 2

THIS DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY is made
the 1st day of July 2006

BETWEEN TILTFORM TECHNOLOGIES LIMITED ACN 094 997 341 of 77
Palmer Place North Adelaide in the State of South Australia
("the Assignor")

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

RECITALS

- A. The Assignor is the owner of the Intellectual Property in Australia and elsewhere referred to in the Schedule.
- B. The parties and another have entered into an Indenture dated the 7th day of July 2006.
- C. Pursuant to the Indenture 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 Schedule 1.
 - 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.
 - 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 provisions of the Indenture (which provisions provide that the purchase price of the Intellectual Property to be assigned by this Deed and a similar deed dated roundabout today's date between the Assignee and Tiltform Pty Ltd is \$8,474.00) 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" following this document and marked "Schedule 4 Part 4". 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.

Head Agreement

7. This Deed must be read in the context of the Indenture to which it forms a schedule.

Applicable Law

8. 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

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

Severability

10. 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

- 11. All stamp duties and governmental charges arising out of or incidental to this Deed are the responsibility of and payable by the Assignee.
- 12. 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 TILTFORM TECHNOLOGIES LIMITED by being signed by those persons who are authorised under its Constitution to sign for the company

[Signature]

 Signature of Director
JAMES GORDON PEARCE

[Signature]

 Signature of *Director/*Secretary
PAMELA TOY PEARCE

[PRINT FULL NAME BLOCK LETTERS]
31 BERMUDA WAY GLENALTA SA
 [USUAL ADDRESS]

[PRINT FULL NAME BLOCK LETTERS]
31 BERMUDA WAY GLENALTA SA
 [USUAL ADDRESS]

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

[Signature]

 Signature of Director
SEVIG CIROTTI

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

[PRINT FULL NAME BLOCK LETTERS]
40 MAY ST KAW
 [USUAL ADDRESS]

[PRINT FULL NAME BLOCK LETTERS]
 [USUAL ADDRESS]

SCHEDULE TO DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

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

MISCELLANEOUS

Any and all of Tiltform's interests in ~~The intellectual property in:~~

AP RB SG MR

1. lapsed patents
2. lapsed designs
3. inventions

~~insofar as any intellectual property exists therein.~~

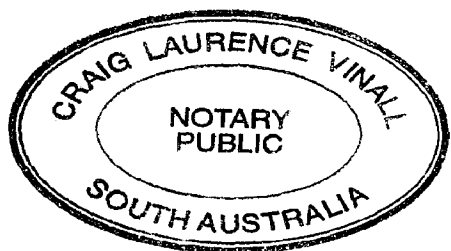
AP RB SG MR

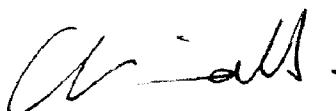
CERTIFICATE

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 23rd day of March, 2007 at Adelaide, South Australia, Australia.




CRAIG LAURENCE VINALL
(Notary Public)