

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Antonio Giorgio Cacace	06/23/2006
RECEIVING PARTY DATA	
Name:	Stelax International Limited
Street Address:	Briton Ferry, Neath
Internal Address:	The Wern Works
City:	West Glamorgan SA11 2JX
State/Country:	UNITED KINGDOM
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10048121
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	0109459-0538904
NAME OF SUBMITTER:	Andrew B. Ulmer
Total Attachments: 7 source=6706416_Assign_Cacace_Stelax#page1.tif source=6706416_Assign_Cacace_Stelax#page2.tif source=6706416_Assign_Cacace_Stelax#page3.tif	

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PATENT

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**DATED** 23 JUNE 2006

**STELAX INTERNATIONAL LIMITED**

**and**

**ANTONINO GIORGIO CACACE**

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**IPR ASSIGNMENT**

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**Bird & Bird**  
90 Fetter Lane  
London  
EC4A 1JP

Tel: 020 7415 6000  
Fax: 020 7415 6111

Ref: CXB

Date: 28 JUNE 2006

**BETWEEN:**

- 1 "The Assignor": **Antonino Giorgio Cacace** of Crud-y-Gwynt, Caswell Bay, Swansea, United Kingdom;
- 2 "The Assignee": **Stelax International Limited** a company incorporated in England and Wales (registered number 04730984) having its registered office at The Wern Works, Briton Ferry, Neath SA11 2JX .

**BACKGROUND:**

- (A) The Assignor is the applicant and proprietor of certain patents and applications listed in Annex A ("the Annex A Patents and Applications") in respect of inventions entitled "process for manufacturing corrosion resistant composite metal products" ("the Annex A Inventions").
- (B) The Assignor has agreed to assign the Annex A Patents and Applications, the Annex A Inventions and all his rights, title and interests therein to the Assignee as set out below.
- (C) The Assignor and the Assignee are joint applicants and proprietors of the patents and applications listed in Annex B ("the Annex B Patents and Applications") in respect of inventions entitled "process for manufacturing corrosion resistant metal products" ("the Annex B Inventions").
- (D) The Assignor holds upon trust for the Assignee all rights, title and interests in the US patent application US 10/472,434 which is the US part and is made in respect of the Annex B Inventions ("the US Annex B Application"), the Assignee being the only person, firm or company having a beneficial interest in the US Annex B Application.
- (E) The Assignor has agreed to assign his share in the Annex B Patents and Applications, the Annex B Inventions, the US Annex B Application and all his rights, title and interests therein to the Assignee as set out below.
- (F) The Assignor has further agreed to assign all and any Intellectual Property Rights (as defined below) to the Assignee which will be used in, required for or material to the conduct of the business of the Assignee as a foundry/producer of stainless steel clad bars ("the Business").

**Definitions:**

**'Intellectual Property Rights'** means copyrights, patents (but not those listed in Annexes A or B to this Deed), utility models, trade marks (whether registered or not), trade names or service marks (whether registered or not), design rights (whether registered or not), database rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and other similar intellectual property rights (whether registered or not) and applications for such rights as may exist anywhere in the world.

**THIS DEED WITNESSETH:**

In consideration of the sum of £90,000 payable by the Assignee to the Assignor (the receipt of which is hereby acknowledged)

1. The Assignor with full title guarantee HEREBY ASSIGNS to the Assignee:
  - 1.1 all of the Assignor's rights and title to and interest in the Annex A Inventions and the full and exclusive benefit of them;
  - 1.2 all of the rights of the Assignor to and in the Annex A Patents and Applications and the full and exclusive benefit of them and all rights and privileges and advantages associated with them;
  - 1.3 the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of the Annex A Patents and Applications whether committed before or after the date of this Agreement

TO HOLD the same unto the Assignee absolutely.

2. The Assignor and the Assignee as joint owners HEREBY ASSIGN to the Assignee:
  - 2.1 all their rights and title to and interest in the Annex B Inventions and the full and exclusive benefit of them;
  - 2.2 all of their rights to and in the Annex B Patents and Applications and the full and exclusive benefit of them and all rights and privileges and advantages associated with them;
  - 2.3 the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of the Annex B Patents and Applications whether committed before or after the date of this Agreement


TO HOLD the same unto the Assignee absolutely.

3. The Assignor with limited title guarantee HEREBY ASSIGNS to the Assignee:
  - 3.1 all of his rights and title to and interest in the US Annex B Application US 10/472,434 and the full and exclusive benefit of it;
  - 3.2 the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of the US Annex B Application US 10/472,434 and any patent granted there from whether committed before or after the date of this agreement

TO HOLD the same unto the Assignee absolutely.

4. The Assignor with full title guarantee HEREBY ASSIGNS to the Assignee all Intellectual Property Rights which are used in, required for or material to the conduct of the Business

TO HOLD the same unto the Assignee absolutely.

5. The Assignor HEREBY COVENANTS with the Assignee that the Assignor will at the expense of the Assignee execute sign and do all such instruments applications documents acts and things as may reasonably be required by the Assignee to enable the Assignee or its nominee to enjoy the full benefit of the rights hereby assigned and to apply for and obtain registration of the Assignee as the registered proprietor of the Patents in all of the Designated Countries.
6. The Assignor hereby irrevocably appoints ...Ronald Baker..... as his attorney in his name and on his behalf to execute and do any instrument or thing as may be required by the Assignee to enable the Assignee to enjoy the full benefit of the rights confirmed and assigned by this agreement and in favour of any third party a certificate in writing signed by any Director or the Secretary of the Assignee that any instrument or act falls within such authority shall be conclusive evidence that such is the case. 
7. From the date of this Deed the Assignee assumes all responsibility duties and liabilities arising from Annex A Patents and Applications, Annex B Patents and Applications, the US Annex A Application and all Intellectual Property Rights in the Business.
8. The Assignee shall indemnify the Assignor against all and any loss, damages or costs sustained by the Assignor arising out of any breach of the obligations in this Deed by the Assignee on or after the date of this Deed.

IN WITNESS of which this Assignment has been executed as a Deed and delivered the date and year first above written:

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(signature)

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)  
)  
) Director *Harmon Hardy*  
)  
)  
)  
) ~~Director~~/Secretary *Harmon Hardy*

# ANNEX A

Title of patents: Process for manufacturing corrosion resistant composite metal products

Priority date: 28.07.1999

Country/Region	Publication/Application Number
<u>Europe</u>	<u>EP 1216312 B1</u>
Austria	AT 267883
Belgium	BE 1216312
Germany	DE 60011111.3
Spain	ES 1216312
Finland	FI 1216312
France	FR 1216312
UK	GB 1216312
Ireland	IE 1216312
Italy	IT 1216312
Liechtenstein	LI 1216312
Luxembourg	LU 1216312
Monaco	MC 1216312
Netherlands	NL 1216312
Portugal	PT
Sweden	SE 1216312
Switzerland	CH 1216312
USA	US 6 706 416 B1
Australia	AU 778313 B2
Taiwan	TW 496902 B (89120371)
South Africa	ZA 2002/0772
Argentina	AR 000106026 A
Canada	CA 2380235 A1
China	CN 813486.6 A
Hong Kong	HK 3102859.3 A
Japan	JP 512936/01 A
South Korea	KR1020027001197A
Malaysia	PI200001923 (Malaysia)
Philippines	1200001923 (Philippines)

## ANNEX B

Title of patents: Process for manufacturing corrosion resistant metal products

Priority date: 23.03.01

Country/Region	Publication/Application Number	EP designated states
Europe	EP 1373654 A1	AT, BE, CH, CY, DE, DK, ES, FI, FR, GB, GR, IE, IT, LI, LU, MC, NL, PT, SE, TR
USA	US 10/472,434	
Canada	CA 2441600 A1	
India	IN0717/DELNP/2003	
Japan	JP 575414/02	
Hong Kong	HK4104651.8	
South Africa	ZA 9105390 A	