

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                           |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                               |
| <b>CONVEYING PARTY DATA</b>   |  |
| <b>Name</b>   | <b>Execution Date</b>                    |
| Siemens Ltd   | 08/04/2006                               |
| <b>RECEIVING PARTY DATA</b>   |  |
| <b>Name:</b>  | Dematic Pty Ltd                          |
| <b>Street Address:</b>  | 24 Narabang Way                          |
| <b>City:</b>  | Belrose, NSW 2085                        |
| <b>State/Country:</b>   | AUSTRALIA                                |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |
| <b>Property Type</b>  | <b>Number</b>                            |
| <b>Patent Number:</b>   | D538151                                  |
| <b>CORRESPONDENCE DATA</b>  |  |
| <b>Fax Number:</b>  | (412)471-4094                            |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>                      |  |
| <b>Phone:</b>   | (412) 471-8815                           |
| <b>Email:</b>   | webblaw@webblaw.com                      |
| <b>Correspondent Name:</b>  | Richard L. Byrne                         |
| <b>Address Line 1:</b>  | 700 Koppers Building, 436 Seventh Avenue |
| <b>Address Line 2:</b>  | The Webb Law Firm                        |
| <b>Address Line 4:</b>  | Pittsburgh, PENNSYLVANIA 15219           |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 4623-051114                              |
| <b>NAME OF SUBMITTER:</b>   | Richard L. Byrne (4623-051114)           |
| <b>Total Attachments: 2</b><br>source=Scanned Assignment#page1.tif<br>source=Scanned Assignment#page2.tif |  |

OP \$40.00 D538151

**500312163**

**PATENT**  
**REEL: 019541 FRAME: 0098**

## DEED OF ASSIGNMENT REGISTERED DESIGNS

THIS DEED made the

4<sup>th</sup> August

~~day of~~

2006

### PARTIES

Siemens Ltd, ACN 004 347 880  
of 885 Mountain Hwy, Bayswater, VIC 3153, Australia ("Assignor") of the  
first part

### AND

Dematic Pty Ltd, ACN 118 204 425  
of 24 Narabang Way, Belrose, NSW 2085, Australia ("Assignee") of the  
second part.

### RECITALS

- A. The Assignor is the proprietor of certain Australian and New Zealand registered designs listed in the schedule below.

#### Schedule

| Country   | Design<br>Registration<br>No. | Application<br>Date | Title of<br>Design<br>Registration | Name of Owner |
|-----------|-------------------------------|---------------------|------------------------------------|---------------|
| Australia | 14824/2004                    | 13/10/2004          | Protector                          | Siemens Ltd.  |
| Australia | 13360/2005                    | 05/08/2005          | Racking Beam 1                     | Siemens Ltd   |
| Australia | 13361/2005                    | 05/08/2005          | Racking Beam 2                     | Siemens Ltd   |
| Australia | 13362/2005                    | 05/08/2005          | Racking Beam 3                     | Siemens Ltd   |
| US        | 29/227484                     | 12/04/2005          | Protector                          | Siemens Ltd   |
| EP        | 328539                        | 12/04/2005          | Protector                          | Siemens Ltd   |

- B. The Assignor has agreed to assign to the Assignee all the Assignor's right, title and interest in and to the registered designs.

### WITNESSES:

#### 1. ASSIGNMENT

In consideration of the sum of A\$1.00 and other good and valuable consideration receipt of which is hereby acknowledged by the Assignor, the Assignor assigns to the Assignee the Assignor's right title and interest in and to the Patents including the right to sue for damages and all other remedies in respect of infringement of the Patents which may have occurred before the date of this Deed.

#### 2. WARRANTY

The Assignor warrants that it has good and valid title to the Patents.

#### 3. FURTHER ASSURANCE

The Assignor undertakes to do all acts and to execute and deliver all documents necessary for further assuring the right, title and interest of the Assignee in and to the Patents.

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4. GOODS AND SERVICES TAX

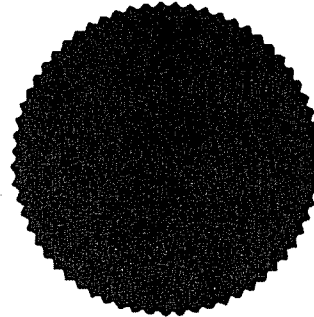
- (a) The Assignee will pay to the Assignor all taxes or imposts in the nature of a goods and services tax ("GST") as may be assessed from time to time in connection with the Assignment, pursuant to relevant legislation.
- (b) The Assignor will, as may be required by the relevant legislation from time to time, issue a certificate ("Tax Invoice") to the Assignee in respect of the GST.
- (c) Within seven days of receipt of the Tax Invoice, the Assignee will pay to the Assignor the amount of the GST identified in the Tax Invoice."

**EXECUTED AS A DEED.**

THE COMMON SEAL of  
Siemens Ltd was affixed  
in the presence of:

Name: J. Lonnolly  
Position: Director

Grille Maade  
Name: E. Haddar  
Position: Secretary



THE COMMON SEAL of  
Dematic Pty Ltd was  
affixed in the presence of:

Name: J. Lonnolly  
Position: Director

Grille Maade  
Name: E. Haddar  
Position: Secretary

