

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Fisher Power Wave Limited	12/06/2005
RECEIVING PARTY DATA	
Name:	Roger Brace Bengé
Street Address:	401/1, Arabian Gulf Street
City:	Abu Dhabi
State/Country:	UNITED ARAB EMIRATES.
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10450066
CORRESPONDENCE DATA	
Fax Number:	(202)261-0548
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2024293000
Email:	sethwatkins@step toe.com
Correspondent Name:	Step toe & Johnson LLP
Address Line 1:	1330 Connecticut Avenue, NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-1795
ATTORNEY DOCKET NUMBER:	61009.0003
NAME OF SUBMITTER:	Seth A. Watkins
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SCOTTISH ASSIGNATION IN SECURITY

by

FISHER POWER WAVE LIMITED

in favour of

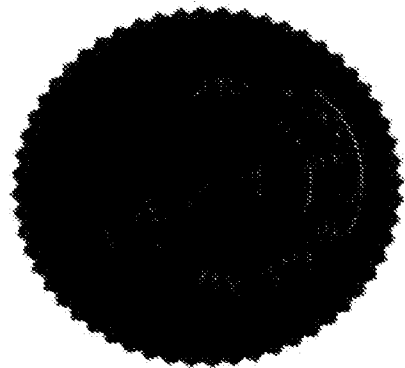
ROGER BRACE BENGE

2005

CERTIFIED A TRUE COPY



SOLICITOR
FOR WRIGHT JOHNSTON & MACKENZIE LLP
302 ST. VINCENT STREET
GLASGOW G2 5RZ



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The Schedule

Part I The IPR

WE, FISHER POWER WAVE LIMITED, a company incorporated under the law of Scotland (registered number SC131199) (hereinafter called "the Assignor") having our registered office at c/o 302 St Vincent Street, Glasgow, G2 5RZ;

CONSIDERING THAT the Assignor has agreed to secure its obligations to ROGER BRACE BENGE, 401/1, Arabian Gulf Street, Abu Dhabi, United Arab Emirates ("the Lender") created by the Facility Agreement ("the Facility Agreement") dated 30th November and 6th December 2005 between the Assignor and the Lender by the grant of an Assignment in Security in Scottish form, being this deed;

NOW IT IS HEREBY PROVIDED AND DECLARED THAT:-

1. Interpretation

1.1 In this Assignment:-

"Assigned Rights:	means the IPR assigned or to be assigned in security by or pursuant to this Assignment as are listed in Part 1 of the Schedule;
"Event of Default"	means any notice by the Lender under Clause 4 of the Facility Agreement;
"Default Rate"	is The Royal Bank of Scotland Base Rate plus 4% at the date of default;
"Encumbrances"	means
"Floating Charge"	means a Bond and Floating Charge by the Assignor in favour of the Lender of even date herewith;
"IPR"	means the intellectual property rights set out in the Schedule hereto;
"Schedule"	means the schedule attached hereto;
"Secured Liabilities"	means all present and future obligations and liabilities of the Assignor to the Lender hereunder and under the Facility Agreement and/or any deed or document supplemental thereto, whether actual, contingent, sole, joint and/or several or otherwise including without prejudice to the foregoing generality, all obligations to indemnify the Lender; and
"Security Period"	means the period beginning on the date hereof and ending on the date upon which all the Secured Liabilities which have arisen or which may arise have been irrevocably paid and discharged or the security hereby created has been finally released and discharged;

- 1.2 Unless otherwise stated, terms and expressions defined in the Facility Agreement shall have the same meaning herein.

- 1.3 The expressions "the Assignor" and "the Lender" shall include the successors, assignees and transferees of the Assignor and the Lender;
- 1.4 Unless any provision of this Assignment or the context otherwise requires, any reference herein to any statute or any section of any statute shall be deemed to include a reference to any statutory modification or re-enactment thereof for the time being in force.
- 1.5 In this Assignment the singular includes the plural and vice versa. Clause headings are for convenience of reference only.
- 1.6 Any reference in this Assignment to a document of any kind whosoever is to that document as amended or varied or novated or substituted from time to time.

2. Obligation to Pay

We, the Assignor, undertake to the Lender that we will pay or discharge (prior to notice of an Event of Default Notice to the Lender or as it may direct (after notice of an Event of Default) the Secured Liabilities on the due date therefore in accordance with the terms of the Facility Agreement to which we are a party.

3. Assignment in Security

In security of the due and punctual payment and performance by us of the Secured Liabilities, we, the Assignor, hereby assign to the Lender free of all encumbrances the IPR and shall vest full legal title in the IPR in the Lender and the full and exclusive benefit of the IPR including:-

- (a) 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 any of the IPR whether committed before or after the date of this Assignment;
- (b) the absolute entitlement to the IPR granted pursuant to any of the applications comprised in the IPR for the full term of the IPR; and
- (c) the right to apply for, prosecute and obtain patent or similar protection in the UK and all other countries of the world for an invention embodied by any of the applications comprised in the IPR, including the right to claim priority from such applications.

4. Perfection of Security

- 4.1 We bind and oblige ourselves to take all steps as are within our power as the Lender may request to perfect under any appropriate law the security hereby intended to be

granted or any security interest constituted pursuant to this Assignment in respect of all or any of the Assigned Rights or for the purposes of protecting such security or facilitating the realisation of the Assigned Rights or the exercise of the Lender's rights hereunder.

- 4.2 We shall (if requested by the Lender) deposit with the Lender during the continuance of this security all deeds and documents of title which would otherwise be in our custody or control and which relate to the Assigned Rights.

5. Ranking and Scope

- 5.1 The security hereby granted by us, the Assignor, and any security interest constituted by us, the Assignor, pursuant to this Assignment shall rank in priority to the Floating Charge.
- 5.2 Save as provided in Clause 5.1 above, the security created by, or any security interest constituted pursuant to, this Assignment shall rank in priority in point of security to all other Encumbrances created or subsisting from time to time over all or any part of the Assigned Rights.
- 5.3 We, the Assignor, undertake that we shall not during the Security Period create, incur, assume or permit to subsist any encumbrance on all or any part of the Assigned Rights save for any encumbrance created with the prior written consent of the Lender.

6. Enforcement of Security

- 6.1 The security hereby granted and any security interest created pursuant hereto shall immediately become enforceable upon notice of an Event of Default (and whether or not an Event of Default is then continuing). At any time thereafter the Lender shall be entitled (but shall not be obliged), without any notice to us, the Assignor, or otherwise and whenever the Lender thinks fit, to exercise all rights and powers in relation to the Assigned Rights which could have been exercised by us, the Assignor, prior to the security hereby granted or created pursuant hereto becoming enforceable including all powers to take possession of or sell or otherwise dispose of the Assigned Rights or any part thereof as if the Lender was the absolute owner of the same and pending any such sale or other disposal to receive and to apply in or towards satisfaction of the Secured Liabilities any profits or benefits or property of any kind derived from the Assigned Rights or accruing by virtue of the exercise of such rights or powers.
- 6.2 The Lender shall be entitled to permit the sale of the Assigned Rights or any part thereof at such time and on such terms as the Lender may consider expedient and without the

Lender being under any obligation to have regard in that respect to the effect (if any) which a sale at such time or on such terms may have on the price likely to be realised. The Lender shall not in any circumstances, either by reason of any dealing with the Assigned Rights or any part thereof or for any other reason whatsoever be liable to account to us, the Assignor, for anything except in respect of the Lender's own actual receipts or be liable to us, the Assignor, for any loss or damage arising from any realisation by the Lender of the Assigned Rights or any part thereof or from any act, default or omission of the Lender in relation to the Assigned Rights or any part thereof or from any exercise or non exercise by the Lender of any power, authority or discretion conferred upon it in relation to the Assigned Rights or any part thereof by or pursuant to this Assignment or otherwise by any applicable law.

7. Application of Enforcement Monies

7.1 All monies received by the Lender under or by virtue of this Assignment following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or *pari passu* with the claims of the Lender hereunder, in the following order:-

- (a) in or towards payment of all costs, charges and expenses of or incidental to the enforcement of the security hereby granted or constituted pursuant hereto;
- (b) in or towards satisfaction of the Secured Liabilities in such order as the Lender may from time to time require; and
- (c) any surplus shall be paid to us, the Assignor, or any other person entitled thereto.

7.2 Nothing contained in this Assignment shall limit the right of the Lender (and we, the Assignor, acknowledge that the Lender is so entitled) if and for so long as the Lender, in its discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant hereto into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any Secured Liability.

8. Retrocession

Upon irrevocable payment or discharge in full of the Secured Liabilities, the Lender shall at our request and cost and subject to Clause 14 retrocede and re-assign to us (or as we direct) to the Assigned Rights.

9. Protection of Security

- 9.1 The security created by, and any security interest constituted pursuant to, this Assignment shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever, and in particular (but without prejudice to the generality of the foregoing) shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Liabilities, and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities.
- 9.2 The security created by, and any security interest constituted pursuant to, this Assignment shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Lender may now or at any time hereafter hold for all or any part of the Secured Liabilities.
- 9.3 Neither the security created by, nor any security interest constituted pursuant to, this Assignment nor the rights, powers, discretions and remedies conferred upon the Lender by this Assignment or by law shall be discharged, impaired or otherwise affected by reason of:-
- (a) any present or future security, guarantee, indemnity or other right or remedy held by or available to the Lender being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Lender or any Bank from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
 - (b) the Lender compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to, the Assignor or any other person or renewing determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Assignor or any other person, or
 - (c) anything done or omitted which but for this provision might operate to exonerate the Assignor from the Secured Liabilities; or
 - (d) any legal limitation, disability, incapacity or other similar circumstances relating to the Assignor.
- 9.4 The Lender shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Assignment or by law to:-
- (a) take any action or obtain judgement or decree in any Court against us, the Assignor;
 - (b) make or file any claim to rank in a winding-up or liquidation of us, the Assignor; or

- (c) enforce or seek to enforce any other security taken, or exercise any right or plea available to the Lender, in respect of any of our obligations other than this Assignment.

- 9.5 No failure on the part of the Lender to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Assignment or any other document relating to or securing all or any part of the Secured Liabilities will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Assignment and any such other document are cumulative and not exclusive of any right or remedy provided by law.
- 9.6 Each of the provisions in this Assignment shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

10. Further Assurance

We, the Assignor, shall execute and do all such assurances, acts and things as the Lender may require for perfecting or protecting the security created by or pursuant to this Assignment over the Assigned Rights or for facilitating the realisation of such rights and the exercise of all powers, authorities and discretions vested in the Lender and shall, in particular, execute all fixed securities, floating charges, assignments, securities, transfers, dispositions and assurances of the Assigned Rights whether to the Lender or to his nominee(s) or otherwise and give all notices, orders and discretions which the Lender may think expedient.

11. Mandate and Attorney

- 11.1 We, the Assignor hereby irrevocably appoint the Lender to be our mandatory and attorney for us and on our behalf and in our name or otherwise and as our act or deed to create or constitute, or to make any alteration or addition or deletion in or to, any documents which the Lender may require for perfecting or protecting the title of the Lender to the Assigned Rights or for vesting any of the Assigned Rights in the Lender or his nominee(s) or any purchaser and to re-deliver the same thereafter and otherwise generally to sign, seal and deliver and otherwise perfect any fixed security, floating charge, transfer, disposition, assignment. Security and/or assurance or any writing,

assurance, document or act which may be required or may be deemed proper by the Lender on or in connection with any sale, lease, disposition, realisation, getting in or other enforcement by the Lender of all or any of the Assigned Rights.

- 11.2 We, the Assignor, hereby ratify and confirm and agree to ratify and confirm whatever any such mandatory or attorney shall do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 11.

12. Expenses

- 12.1 We, the Assignor, bind and oblige ourselves for the whole expenses of completing and enforcing the security hereby granted and any security interest constituted pursuant hereto and the expenses of any translation, retrocession or discharge hereof and thereof.
- 12.2 All costs, charges and expenses incurred and all payments made by the Lender hereunder in the lawful exercise of the powers hereby conferred whether or not occasioned by any act, neglect or default of the Assignor shall carry interest from the date of the same being incurred or becoming payable at the Default Rate. The amount of all such costs, charges, expenses and payments and all interest thereon and all remuneration payable hereunder shall be payable by the Assignor on demand and shall be a Secured Liability. All such costs, charges, expenses and payments shall be paid and charged as between the Lender and the Assignor on the basis of a full and unqualified indemnity.

13. Indemnity

The Lender and every attorney, manager or other person appointed by the Lender in connection herewith shall be entitled to be indemnified out of the Assigned Rights in respect of all liabilities and expenses properly incurred by them or him in the execution or purported execution of any of the powers, authorities or discretions vested in them or him pursuant hereto and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anywise relating to the Assigned Rights, and the Lender may retain and pay all sums in respect of the same out of any monies received under the powers hereby conferred.

14. Avoidance of Payments

- 14.1 No assurance, security, guarantee or payment which may be avoided under any law relating to bankruptcy, insolvency, administration or winding up (including, without limitation, Sections 238 and 245 of the Insolvency Act 1986) and no release, settlement,

discharge or arrangement given or made by the Lender on the faith of any such assurance, security, guarantee or payment shall prejudice or affect the right of the Lender to enforce the security created by or pursuant to this Assignment to the full extent of the Secured Liabilities.

14.2 The Lender may in its absolute discretion retain the security so created hereby or pursuant hereto for the maximum period after all Secured Liabilities shall have been paid and/or discharged in full within which any assurance, security, guarantee or payment can be avoided or invalidated, notwithstanding any release, settlement, discharge or arrangement given or made by the Lender on or as a consequence of such payment or discharge.

14.3 If at any time within such maximum period a petition shall be presented to a competent Court by any person seeking an order for the bankruptcy, insolvency, administration or winding up of the Assignor, or the Assignor shall commence to be wound up voluntarily, the Lender may, notwithstanding as aforementioned, continue to retain such security or any part thereof for and during such further period as the Lender in its absolute discretion shall determine. The Assignor agrees that such security shall be deemed to have been and to have remained held by the Lender as and by way of security.

15. Notices

15.1 Any demand, notice or other communication given or made under this Assignment shall be in writing and may be delivered to the relevant party or sent by first class prepaid recorded delivery letter or facsimile transmission (to be confirmed by delivery of a hard copy by post by recorded delivery) to the address of that party specified in this Assignment or to that party's facsimile transmission number there at or such other address or number as may be notified hereunder by that party from time to time for this purpose and shall be effectual notwithstanding any change of address not so notified.

15.2 Unless the contrary shall be provided, each such demand, notice or communication shall be deemed to have been given or made and delivered, if by letter, 24 hours after posting, if by delivery, when left at the relevant address and, if by facsimile transmission, when transmitted (provided that the sender is in possession of an answer back or automatic print out confirming successful transmission).

16. Governing Law and Jurisdiction

This deed shall be construed and governed in all respects in accordance with the law of Scotland.

17. Consent to Registration

A Certificate signed by the Lender shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time and shall constitute a balance and charge against us, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. We hereby consent to the registration of this deed and of any such certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 8 pages together with the Schedule annexed hereto are subscribed as follows:-

By Roger Brace Bengé at Abu Dhabi on the ³⁰ November 2005 before this witness:-

Papadia
.....
Witness

R Bengé
.....
Roger Brace Bengé

Priyesh Kapadia
.....
Name

P.O. Box 1961, Dubai
.....
Address

UAE
.....

By Hugh Edward Fisher, director for and on behalf of Fisher Power Wave Limited, at
GLASGOW 6TH DECEMBER
Dalrymple on the November 2005 before this witness:-

Ewan Hall
.....
Witness

Hugh E Fisher
.....
Hugh Edward Fisher

EWAN STUART HALL
.....
Name

CLOWRIGHT JOHNSTON FRACKENZIE LLP
.....
Address

302 ST VINCENT STREET
.....
GLASGOW
G2 5R2

THE SCHEDULE

Part I – The IPR

"IPR" means patents, rights to inventions, utility models, copyright, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world, including but not limited to:-

1. All copyright in the design and drawings produced by Hugh Fisher and Crombie Anderson for Fisher Power Wave Limited for the product entitled "Speedblade" (and insofar as necessary by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988)

2.PATENT FAMILY PER C&F

Ref Nos	Country	Short Title	Patent No	C&F Ref	Status	Next Renewal	Last Rnwl Amount	Sunsqnt Due	Expires	Current Status
1	GB (design)	Power Tool	2086752	D00464GB	Granted	11/12/04		5 Yearly	11/12/2024	Granted and running
2	GB	Power Tool	2219958	P03938GB	Granted	8/6/03	£285	Yearly	08/08/2009	Granted and running
3	US	Power Tool	5042592	P03938US	Granted	27/2/03	£2,644.57	4 Yearly	10/04/2010	Granted and running
4	US	Power Tool II	5513709	P03938US(div)	Granted	7/11/03		7 Nov 07	07/05/2003	Reinstated as at 30/1/02
5	Canada	Power Tool	2125556	P05554CA	Pending	18/12/02	£239.24	Yearly	18/12/2012	Grant document received at 22/8/02

6	Europe	Power Tool	618565	P05554EP	Granted	18/12/02	£5,476.37	Yearly	16/12/2012	Assignment & name change completed at 12/10/01
7	GB	Power Tool	2276344	P05554GB	Granted	18/12/02	£225	Yearly	18/12/2012	Granted and running
8	Japan	Power Tool	510755/93	P05554JP	Granted			Yearly	18/12/2012	Responding to 1 st examination report at 13/6/02
9	Korea	Power Tool	263590	P05554KR	Granted	18/5/03		Yearly	18/12/2012	Grant received at 27/7/00
10	US	Power Tool	5427188	P05554US	Granted	27/12/02	£1,710.47	4 Yearly	18/12/2012	Granted and running
11	Canada	Piston & Cylinder	2135609	P05720CA	Abandoned					
12	Japan	Piston & Cylinder	5519966	P05720JP	Lapsed					
13	GB	Boring Apparatus	30134.1	P11173GB	Applied for	Natnl Phases	due 9/6/03			Search report completed – decide countries at 24/7/02
14	PCT	Sealed Powertool	US2003-0106177	P11311PC	Exam'n Process	Natnl Phases				Instructed USA to file application for National Phases at 16/6/02
15	PCT	Non-sinusoidal	PCT/GB01/03631	P11710PC	Appl'n Published	Natnl Phases	due 15/2/03			Prelim Exam done – Natn'l filing instructions by 15/4/03 (at 18/7/02)
	GB	Pistons &	2281354							

