

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Paul Douglas	08/31/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Extec Holdings Limited
<b>Street Address:</b>	The Gatehouse, Hearthcote Road, Swadlincote
<b>City:</b>	Derbyshire
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	DE11 9DS
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11568305
Application Number:	10550035
Application Number:	10550036
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(801)321-4893
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	801-328-3600
<b>Email:</b>	ewitt@kmclaw.com
<b>Correspondent Name:</b>	Evan R. Witt
<b>Address Line 1:</b>	60 East South Temple
<b>Address Line 2:</b>	Suite 1800
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111
<b>ATTORNEY DOCKET NUMBER:</b>	7881.18
<b>NAME OF SUBMITTER:</b>	Evan R. Witt

OP \$120.00 11568305

Total Attachments: 5  
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Dated

31 August

2005

PAUL DOUGLAS

EXTEC HOLDINGS LIMITED

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ASSIGNMENT

of intellectual property rights

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ADDLESHAW GODDARD

PATENT  
REEL: 021436 FRAME: 0030

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This Agreement is made on

31 August

2005

**Between**

- (1) **Paul Douglas** of 17 Woodville Road, Hartshorne, Derbyshire (**PD**); and
- (2) **Extec Holdings Limited** (No. 4545695) whose registered office is at The Gatehouse, Heathcote Road, Swadlincote, Derbyshire DE11 9DS (**Holdings**).

**Whereas:**

- (A) PD and Holdings amongst others have entered into an agreement of even date for the sale and purchase of PD's shareholding in Holdings (**Sale Agreement**).
- (B) PD wishes to assign all the Company IPR Rights to Holdings on the terms of this Agreement.

**It is agreed as follows**

**1 Definitions**

In this agreement the following expressions shall have the following meanings:

**Company IPR** means all Intellectual Property Rights owned by PD and used at any time by Holdings or any of its subsidiaries or relating to the business of Holdings or any of its subsidiaries prior to the date hereof

**Intellectual Property Rights** means patents, applications for patents, trade marks or trading names (in each case whether or not registered or registrable), rights in Know-how and confidential information, formulations, designs (registered or unregistered and including applications for registered designs), copyright (including rights in computer software), topography rights and other rights in semi-conductor chips, design rights, rights in inventions, the right to claim damages for past and future infringements of the same and all rights having equivalent or similar effect wherever situated

**Know-how** means all industrial and commercial information and techniques, instruction manuals, operating conditions and procedures, information as to suppliers and customers and all other accounts, records and information (wherever situated) relating to the activities of Holdings or any of its subsidiaries

a **subsidiary** means a subsidiary (as defined by sections 736 and 736A Companies Act 1985) or a subsidiary undertaking (as defined by section 258 Companies Act 1985)

**2 Assignment of Company IPR**

- 2.1 In consideration (receipt of which is hereby acknowledged) PD hereby assigns to Holdings with full title guarantee the Company IPR and all goodwill associated with such, together with all the rights, powers, privileges and immunities conferred on the proprietor including the right to sue for damages and/or other remedies in respect of any infringements which may already have occurred.

PD hereby waives as against Holdings or any licensee or assignee of Holdings any and all moral rights

- (a) to be identified as the author of; or
- (b) not to have subjected to derogatory treatment

any works forming part of the Company IPR, of which PD is the author and in which PD is the beneficial owner of copyright and which were created prior to the date of this Agreement.

### **3 Further Assurance**

PD hereby covenants with Holdings that he will, at the cost of Holdings, execute all documents, forms and authorisations and do all things and will cause all necessary declarations and oaths to be made which may be requested by Holdings and which may be necessary for vesting absolutely in Holdings full title in the Company IPR and for conferring on Holdings all rights of action in respect of any claim for infringement or passing off of any kind by any third parties.

### **4 Warranty**

### **5 General**

- 5.1 This agreement and the Sale Agreement contains all the terms agreed between the parties regarding its subject matter whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this agreement except as expressly stated in this agreement. No party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this agreement.
- 5.2 This agreement shall be governed by, and construed in accordance with, English law and the English courts shall have exclusive jurisdiction in respect of it.

Executed as a deed by the parties or their duly authorised representatives on the date of this Agreement.

Executed as a deed by )  
Paul Douglas )  
in the presence of )

*John A. Hamer*  
.....

Signature of witness

Name *JOHN HAMER* .....

Address *KING'S COURT, LEEDS* .....

.....

*[Signature]*  
.....

Executed as a deed by )  
Extec Holdings Limited )  
acting by two directors or by a director and its )  
secretary )

*[Signature]*  
.....

Director )  
*[Signature]*  
..... )

Director/Secretary