

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Maxwell Marine Limited	02/22/2008
RECEIVING PARTY DATA	
Name:	Vetus NV
Street Address:	Fokkerstraat 571
City:	Schiedam
State/Country:	NETHERLANDS
Postal Code:	3125bd
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	11835797
Application Number:	11835862
Application Number:	11925276
Application Number:	10762294
Patent Number:	D330962
Patent Number:	6708954
CORRESPONDENCE DATA	
Fax Number:	(212)527-7701
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-527-7700
Email:	nedwards@darbylaw.com
Correspondent Name:	Robert Schaffer
Address Line 1:	P.O. Box 770 Church Street Station
Address Line 2:	20294/9420294-000
Address Line 4:	New York, NEW YORK 10008-0770
ATTORNEY DOCKET NUMBER:	20294/9420294-000

CH \$240.00 11835797

NAME OF SUBMITTER:

Nicole Edwards

Total Attachments: 6

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CONFIRMATORY DEED OF ASSIGNMENT OF PATENTS

between

MAXWELL MARINE LIMITED

and

VETUS NV



THIS DEED dated the 22nd day of February 2008

BETWEEN **MAXWELL MARINE LIMITED** a company incorporated in New Zealand
(Assignor)

AND **VETUS NV** a company incorporated in the Netherlands (Assignee)

BACKGROUND

- A. By way of a Sale and Purchase Agreement between the Assignor, Vetus Marine (NZ) Limited, Vetus America Inc and the Assignee of even date, the Assignor has agreed to assign the Patents to the Assignee.
- B. This deed records the transfer and assignment of the Patents from the Assignor to the Assignee.

THIS DEED RECORDS that:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this deed, unless the context indicates otherwise:

Patents means the patent applications, patents and design patent set out in Schedule 1.

1.2 Interpretation: In this deed:

1.2.1 where the context permits, the singular includes the plural and vice versa;

1.2.2 references to any party mean a party to this deed and include the successors and permitted assignees (as the case may be) of that party.

2. ASSIGNMENT

2.1 Assignment: In consideration for payment by the Assignee of NZ\$1.00 (the receipt and sufficiency of which the Assignor hereby acknowledges), the Assignor assigns to the Assignee all rights, title and interest (including legal and beneficial ownership, rights or licences to use and all rights of action powers and benefits) to and in the Patents together with the goodwill held and associated with the Patents.

2.2 Acknowledgement: The Assignor acknowledges that patent no. 5402985 for IMPROVEMENTS IN OR RELATING TO WINCHES is currently listed on the USPTO register in the name of Maxwell Winches Limited, which is a former company name of the Assignor. The Assignor changed its name from Maxwell Winches Limited to Maxwell Marine Limited on 29 April 2003 and evidence of the company name change is set out in Schedule 2.

2.3 Further Assurances: The Assignor agrees to execute all documents and perform all other acts necessary to perfect the assignment of the

DEED of Assignment of US Patents - Maxwell


PATENT

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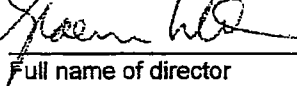
Patents and the Assignee's ownership of the Patents, including anything required to register the Patents in any patent registry or anything to assist the Assignees' successors to do so.

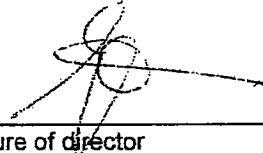
3. GENERAL

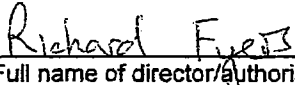
- 3.1 Governing Law and Jurisdiction:** This deed is governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this deed.
- 3.2 Multiple Copies:** This deed may be executed in one or more counterpart copies which, read together, shall constitute one and the same instrument.
- 3.3 Facsimile Copies:** Any facsimile copy of this deed (including any facsimile copy of any document evidencing the execution of this deed by any party) may be relied upon by the parties as though it were an original copy.

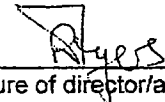
In witness of which this deed has been executed.

SIGNED on behalf of **MAXWELL MARINE LIMITED** by:


Full name of director


Signature of director


Full name of director/authorised signatory


Signature of director/authorised signatory

Witness:
(if other than two directors sign)

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED on behalf of VETUS NV by:

M. Beisloot

Full name of director

Signature of director

B. Wille

Full name of director/authorised signatory

Signature of director/authorised signatory

Witness:
(if other than two directors sign)

Signature of witness

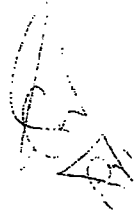
Full name of witness

Occupation of witness

Address of witness

SCHEDULE 1 - PATENTS

Country	Number	Patent Title	Status
USA	Registration no. 5402985	IMPROVEMENTS IN OR RELATING TO WINCHES	Registered
USA	Registration no. 330962	WINCH HOUSING COVER	Registered Design Patent
USA	Registration no. 6708954	WINCH	Registered
USA	Application no. 10/762,294	WINCH	Under examination (Appeal Filed)
USA	Application no. 11/835,862	CHAIN WHEEL	Filed
USA	Application no. 11/835,797	ROPE SHEAVE	Filed
USA	Awaiting filing details	LOCKING LATCH HANDLE	Filed



[Handwritten signature]

SCHEDULE 2 - CERTIFICATE OF INCORPORATION

DEED of Assignment of US Patents - Maxwell

A handwritten signature in black ink, appearing to be 'JL', is written over the signature line.

PATENT