

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dallas James	06/09/2006
RECEIVING PARTY DATA	
Name:	Armorflex Limited
Street Address:	8 Paul Mathews Drive
City:	Albany, Auckland
State/Country:	NEW ZEALAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12299512
CORRESPONDENCE DATA	
Fax Number:	(312)360-9315
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312) 360-0080
Email:	docket@gbclaw.net
Correspondent Name:	Lawrence J. Crain
Address Line 1:	300 S. Wacker Drive
Address Line 2:	Suite 2500
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	1209.82395
NAME OF SUBMITTER:	Lawrence J. Crain
Total Attachments: 9 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=assignment#page5.tif	

CH \$40.00 12299512

PATENT

REEL: 022107 FRAME: 0167

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source=assignment#page9.tif

**DEED OF ASSIGNMENT  
OF INTELLECTUAL PROPERTY RIGHTS**

**BETWEEN: DALLAS JAMES**

**AND: ARMORFLEX LIMITED**

**DESCRIPTION:**

By this deed **DALLAS JAMES** assigns  
**ARMORFLEX LIMITED** his rights in an  
invention relating to a **BARRIER POST**  
and **IMPROVEMENTS IN AND**  
**RELATING TO CABLE-BARRIERS**

**James & Wells**

Level 11, PricewaterhouseCoopers Centre  
119 Armagh Street  
P O Box 2201  
CHRISTCHURCH

  
**J. P. ROGERS**  
BARRISTER AND SOLICITOR OF THE  
HIGH COURT OF NEW ZEALAND  
CHRISTCHURCH

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copy of the original.*

**PATENT**  
**REEL: 022107 FRAME: 0169**

# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

**BETWEEN**

Dallas JAMES, a New Zealand citizen of ~~8 Paul Mathews Drive,~~ <sup>29A Bayview rd, Brown Bay</sup>  
Albany, Auckland  
("Assignor")

**AND**

Armorflex Limited, a New Zealand company of 8 Paul Mathews  
Drive, Albany, Auckland  
("Assignee")

**ON THE BASIS THAT-**

**1.0 DEFINED TERMS**

1.1. *Copyright* shall mean the property rights which exist in any *Copyright Work*.

1.2. *Copyright Works* shall mean:

1.2-1. a work of any of the types described in Section 14 of the New Zealand  
Copyright Act 1994; and/or


1.2-2. a work in which copyright exists; and

which relates to the *Invention*.

1.3. *Design Rights* shall mean the right to apply for a registered design relating to the  
*Invention* or equivalent protection in any country of the world and to claim priority  
under international convention from any such applications and the rights  
conferred by such registered designs or equivalent protection when granted.

1.4. *Intellectual Property Rights* shall mean all intellectual property rights whatsoever  
relating to the *Invention* including without limitation the *Patent*, the *Patent Rights*,  
the *Design Rights*, the *Copyright* and the *Technical Information* created by the  
**Assignor**.

1.5. *Invention* shall mean the invention the subject of the *Patent*.

  
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Armorflex Ltd



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## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 1.6. *Patent* shall mean the patent application and/or letters patent set out in the Schedule and any patent application or letters patent claiming priority from same, and any letters patent granted upon any of the foregoing patent applications.
- 1.7. *Patent Rights* shall mean:
- 1.7-1. the right to apply for any patent relating to the *Invention* or equivalent protection in any country of the world and to claim priority under any international convention from any such application(s) and the rights conferred by such patents or equivalent protection when granted; and
  - 1.7-2. the rights conferred by the *Patent* including the right to claim priority under any international convention and the right conferred by such *Patent* now and/or when granted.
- 1.8. *Technical Information* shall mean all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the *Invention* and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.
- 2.0 BACKGROUND
- 2.1. The **Assignor** owns the *Invention* and *Intellectual Property Rights*.
- 2.2. The **Assignor** acknowledges that he was employed by the **Assignee** at the time the *Invention* was devised.
- 2.3. The **Assignor** acknowledges that the **Assignee** is or should be the owner of the *Invention* and the *Intellectual Property Rights*, and hereby agrees to assign same to the **Assignee** on the terms described below.

  
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 Amortex Ltd  
**PATENT**

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BY THIS DEED THE PARTIES AGREE –

### 3.0 THE ASSIGNMENT


- 3.1. The **Assignor** hereby assigns all his right, title and interest in and to the *Invention* and *Intellectual Property Rights* to the **Assignee**.
- 3.2. The assignment will take effect on the date this Deed is fully executed by the **Assignor** or on the date the first patent application relating to the *Invention* is filed in the name of one or more of the parties, whichever is the earlier lawful date.

### 4.0 CONSIDERATION

- 4.1. In consideration for the assignment detailed in clause 3.1, the **Assignee** will pay to the **Assignor** upon execution of this Agreement the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is acknowledged by the **Assignor**.
- 4.2. Any and all rights of the **Assignor** with respect to the *Invention* and *Intellectual Property Rights* will pass to the **Assignee** upon execution of this Agreement.

### 5.0 ASSIGNOR'S OBLIGATIONS

- 5.1. The **Assignor** undertakes to (at the **Assignee's** cost) execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the **Assignee** for vesting absolutely all his right, title and interest to the *Invention* and *Intellectual Property Rights* in favour of the **Assignee**, and for conferring on the **Assignee** the right to take action against any third party who copies the *Invention* or infringes the *Intellectual Property Rights*.
- 5.2. The **Assignor** shall forthwith disclose to the **Assignee** all improvements in, modifications of or additions to the *Invention* devised or created by the **Assignor** while in the employ of the **Assignee** and/or under a commission for money or money's worth from the **Assignee**, and the intellectual property in all such improvements, modifications or additions will be owned by the **Assignee**.

  
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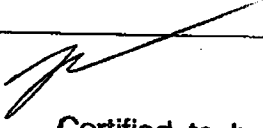
Armortflex Ltd

PATENT

REEL: 022107 FRAME: 0172

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 5.2-1. The **Assignor** shall assign to the **Assignee** upon request all intellectual property relating to all improvements in, modifications of or additions to the *Invention* devised or otherwise created while in the employ and/or under a commission for money or money's worth from the **Assignee**.
- 5.3. The **Assignor** hereby waives all his moral rights in relation to the *Copyright*.
- 5.4. At the request of the **Assignee**, the **Assignor** shall at **Assignee's** expense execute all documents and do all acts necessary or convenient to enable **Assignee** to:
- 5.4-1. make, prosecute or register in **Assignee's** name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the *Intellectual Property Rights*;
- 5.4-2. defend opposition proceedings in respect of any of the *Intellectual Property Rights* against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect **Assignee's** ability to exploit the *Intellectual Property Rights*;
- 5.4-3. defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the *Intellectual Property Rights*;
- 5.4-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.
- 5.5. The **Assignor** shall, at the request of the **Assignee**, and to the extent outstanding, furnish the **Assignee** with full details of and relating to the *Invention*, and the *Intellectual Property Rights* (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the *Invention* and the *Copyright Works*.

  
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## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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5.6. The **Assignor** agrees to treat as confidential all information relating to the *Invention* and/or the *Intellectual Property Rights* and shall not use, disclose or publish same without the express prior written consent of the **Assignee**. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the **Assignor**. The **Assignor** agrees to seek prior clearance from the **Assignee** in any case of uncertainty.

### 6.0 ASSIGNOR'S WARRANTIES

6.1. The **Assignor** warrants:

6.1-1. The **Assignor** has absolute title to the *Invention* and *Intellectual Property Rights*;

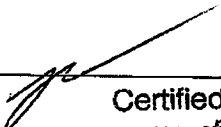
6.1-2. There are no encumbrances or other matters affecting the **Assignor's** capacity to assign the *Invention* and/or the *Intellectual Property Rights* to the **Assignee** free of any encumbrances or interests whatsoever; and

6.1-3. Any *Copyright Works* are the **Assignor's** original works and are not copied in whole or in part from any other work.

### 7.0 GOVERNING LAW

7.1. This Deed and any disputes relating to it shall be governed by and construed in all respects in accordance with the laws of New Zealand.

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**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

7.2. Each party to this Deed submits to the exclusive jurisdiction of the courts of New Zealand.

Signed as a Deed this 9th day of June 2006 by  
**DALLAS JAMES**

  
Signature

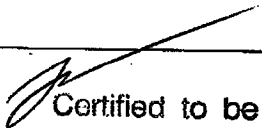
Witnessed by:

Lynda Reader  
Name

L Reader  
Signature

Office Administrator  
Occupation

Albany Auckland  
Place

  
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R Amortex Ltd  
**PATENT**

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## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Signed as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 2006 for and on behalf of  
**ARMORFLEX LIMITED** by its duly authorised officers\*

Greg Riddle  
Name  
Riddle  
Signature  
Director.  
Position


\_\_\_\_\_  
Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Position

Witnessed by:

Lynda Reader  
Name  
L Reader  
Signature  
Office Administrator  
Occupation  
Albany Auckland  
Place

\* This Deed must be signed by:

- a) Two or more directors of the company; or
- b) A single director of the company and a witness; or
- c) (If the company's constitution allows it), any other person and a witness; or
- d) One or more persons with a power of attorney to act on the company's behalf.

  
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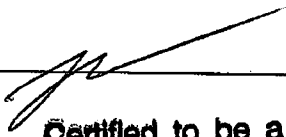
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R Armorflex Ltd  
**PATENT**

# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

## SCHEDULE

*Patent (clause 1.6):*

Title	Country	Application Number	Filing Date
Barrier Post	New Zealand	546969	4 May 2006
Improvements In and Relating to Cable-Barriers	New Zealand	546970	4 May 2006

  
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RECORDED: 01/14/2009

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