

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Sale Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Stikatak Limited	10/24/2008
RECEIVING PARTY DATA	
Name:	Interfloor Limited
Street Address:	Broadway
City:	Haslingden, Rossendale, Lancashire
State/Country:	UNITED KINGDOM
Postal Code:	BB4 4LS
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6595565
CORRESPONDENCE DATA	
Fax Number:	(202)955-5564
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2024192407
Email:	elizabeth.vary@hklaw.com
Correspondent Name:	Elizabeth F. Vary, Holland & Knight LLP
Address Line 1:	2099 Pennsylvania Avenue, NW
Address Line 2:	Suite 100
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006
NAME OF SUBMITTER:	Elizabeth F. Vary
Total Attachments: 13 source=intersale__Jun_18_2009_09_08_32_874#page1.tif source=intersale__Jun_18_2009_09_08_32_874#page2.tif source=intersale__Jun_18_2009_09_08_32_874#page3.tif source=intersale__Jun_18_2009_09_08_32_874#page4.tif source=intersale__Jun_18_2009_09_08_32_874#page5.tif source=intersale__Jun_18_2009_09_08_32_874#page6.tif	

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TRAVERS SMITH

Dated 24 OCTOBER 2008

- (1) STIKATAK LIMITED
- (2) INTERFLOOR LIMITED

INTRA-GROUP BUSINESS SALE AGREEMENT
RELATING TO THE BUSINESS
OF STIKATAK LIMITED

THIS AGREEMENT is made on

24 OCTOBER

2008

BETWEEN:

- (1) **STIKATAK LIMITED**, incorporated in England and Wales with registered number 01763122 and whose registered office is at Broadway, Haslingden, Rossendale, Lancashire BB4 4LS (the "Seller"); and
- (2) **INTERFLOOR LIMITED**, incorporated in England and Wales with registered number 00162988 and whose registered office is at Broadway, Haslingden, Rossendale, Lancashire BB4 4LS (the "Buyer").

Each a "Party" and together the "Parties"

INTRODUCTION

The Seller has agreed to sell and the Buyer has agreed to buy the Business and the Assets upon and subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1** The following words and expressions where used in this Agreement have the meanings given to them below:

Act	Companies Act 2006.
Assets	the assets of the Business other than the Excluded Assets agreed to be sold and acquired under this Agreement pursuant to clause 2.
Book Debts	all trade and other debts including prepayments owing to the Seller in connection with the Business as at the Completion Date, whether or not invoiced.
Business	the business of the manufacture and distribution of flooring accessories carried on by the Seller at the Completion Date.
Business Claims	the benefit of all rights and claims of the Seller arising out of or in connection with the Business or any of the Assets.

Business Information	all information (whether or not confidential and in whatever form held, including computerised records) which in any way relates to the Business or any of the Assets.
Business IPR	all Intellectual Property Rights used for any purpose in connection with the Business including the Licensed IPR and the Registered IPR.
Business Records	all records of Business Information and all books, files, documents, literature, correspondence and other records of the Seller owned or used or intended for use in connection with the Business, wherever situated and in whatever form held.
Completion	completion of the sale and purchase of the Business and the Assets under this Agreement.
Completion Date	26 October 2008 at 00.01am
Consultants	those persons who work under a contract, whether express or implied, whereby the individual undertakes to do or perform personally any work or services for the Seller and is not a client or customer of the Seller.
Contracts	the contracts, agreements, licences and other contractual arrangements relating to the Business which have been entered into or undertaken by or on behalf of the Seller in the course of the Business and which have not expired at the Completion Date including the IPR Agreements.
Copyright	copyright which includes all rights in computer software and in databases and all rights or forms of protection which have equivalent or similar effect and which subsist anywhere in the world.
Employees	those persons employed by the Seller (including the Transferring Employees) or engaged as a Worker (as defined in section 230 of the Employment Rights Act 1996), or as a Consultant, by the Seller at the date of this Agreement and references to contracts of employment and to commencement or cessation of employment shall be deemed to include contracts for

	consultancy and commencement or cessation of consultancy.
Excluded Assets	the assets listed in clause 2.3.
Goodwill	the goodwill of the Seller in relation to the Business including the exclusive right of the Buyer to carry on the Business and to represent itself as carrying on the Business in succession to the Seller.
Intellectual Property Rights	patents, trade marks, trade names, service marks, domain names, design rights, Copyright, rights in databases, Know-How, utility models, plant breeders' rights, semi-conductor topography rights and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect anywhere in the world including, without limitation, the Registered IPR.
IPR Agreements	any agreements or arrangements pursuant to which the Seller grants rights to use the Business IPR or pursuant to which the Business is granted rights to use the Licensed IPR.
Know-How	inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, manuals, instructions and information relating to customers and suppliers (whether written, unwritten or in any other form), in each case owned by the Seller.
Landlord	means the person for the time being entitled to the immediate reversion to the Lease and including any superior landlord or other person whose consent is required to the Property Transfer.
Lease	means each and every lease under which the Properties are held.
Liabilities	amounts owed by, and liabilities, obligations and responsibilities (both ascertained and contingent) of, the Seller or any other person in connection with the

	Business which are outstanding on, or accrued or referable to, the period up to and including the Completion Date including Trade Creditors.
Licensed IPR	Intellectual Property Rights owned by third parties and which the Business is permitted to use.
Plant and Equipment	all fixed and moveable plant, machinery, tools and equipment, motor vehicles and furnishings and other like items whether or not situated at the Properties (including physical improvements to the Properties), which are owned or used by the Seller in connection with the Business and listed Non-Exhaustively in Schedule 4 excluding any such items as are the subject of finance and/or equipment leases and which are included under Contracts.
Properties	the leasehold properties, details of which are set out in Schedule 1.
Property Consent	means the written consent of the Landlord to the transfer of the relevant Properties to the Buyer in accordance with the terms of the relevant Lease.
Property Transfer	means the agreed form transfers annexed to this Agreement at Appendix 1.
Registered IPR	in relation to any jurisdiction, any Intellectual Property Rights which are the subject of registration (or application for registration) with any competent authority in that jurisdiction including without limitation those items set out in Schedule 3.
Security Interest	any mortgage, charge, lien, pledge, trust or other security interest of any kind and any agreement, whether conditional or otherwise, to create any of the foregoing.
Seller's Inter-company Account	the non-trading inter-company account held by the Seller in relation to such amounts as may be outstanding between the Seller and the Buyer or any other member of the Buyer's group of companies from time to time.

2. SALE AND PURCHASE

2.1 With effect from the Completion Date the Seller shall sell, free from all Security Interests, and the Buyer shall buy, upon and subject to the terms and conditions of this Agreement, the Business as a going concern comprising (but without limitation) the following assets:

2.1.1 the Goodwill;

2.1.2 the Plant and Equipment;

- 2.1.3 the Stock;
 - 2.1.4 subject to the provisions of clause 7, the Properties;
 - 2.1.5 subject to the provisions of clause 5, the benefit (subject to the burden) of all the Contracts;
 - 2.1.6 subject to the provisions of clause 5, the Business Claims;
 - 2.1.7 the Business IPR and the benefit (subject to the burden) of the Licensed IPR;
 - 2.1.8 the Business Information and the Business Records;
 - 2.1.9 the Book Debts; and
 - 2.1.10 all other assets (if any) of whatsoever nature owned by the Seller and used in the Business at the Completion Date.
- 2.2 The Buyer shall buy the Business and the Assets with effect from and including the Completion Date to the intent that as from that date all profits and receipts, rights and advantages accruing to the Business and/or the Assets shall belong to the Buyer and the Buyer shall assume responsibility for satisfaction of the Liabilities.
- 2.3 The following items are excluded from the sale and purchase of the Business and nothing in this Agreement shall operate to transfer:
- 2.3.1 the Seller's Inter-company Account, and any such balance as may be outstanding on the Sellers Inter-company Account at the Completion Date.

3. CONSIDERATION

In consideration for the sale of the Business and Assets and assumption of the Liabilities the Buyer shall:

- 3.1 on the Completion Date, pay to the Seller, by way of a payment to the Seller's Inter-company Account, the sum of in respect of the Goodwill.
- 3.2 in respect of all other assets and liabilities of the Business (the "Net Assets") pay to the Seller an amount equal to the book value (as shown in the Seller's Management Accounts) of the Net Assets (the "Net Asset Consideration Amount"). The Parties agree that, in respect of the Net Asset Consideration Amount:

- 3.2.1 on the Completion Date, the Buyer shall make a payment of _____ to the Seller's Inter-company Account.
- 3.2.2 in the event that, upon the Seller's Management Accounts being finalised, the Net Asset Consideration Amount is greater than _____, the Buyer shall make a further payment to the Seller's Inter-company Account, equal to the amount that the Net Asset Consideration Amount is greater than _____.
- 3.2.3 in the event that, upon the Seller's Management Accounts being finalised, the Net Asset Consideration Amount is less than _____, the Seller shall make a payment to the Buyer, through the Seller's Inter-company Account, equal to the amount that the Net Asset Consideration Amount is less than _____.

4. COMPLETION

Completion shall take place on the Completion Date. On such date, the Seller shall place the Buyer in effective control of the Business and cause to be delivered to the Buyer all of the Assets capable of passing by delivery together with all relevant documents of title as may be in the custody of the Seller.

8. BUSINESS IPR


- 8.1** To the extent that any further documentation is required to be entered into in order to effect the legal transfer to the Buyer of the Business IPR, the parties shall use all reasonable endeavours to procure such transfer from the date of completion.
- 8.2** Until such time as any such transfer of the Business IPR has been effected, the Buyer shall hold the same on trust for the Buyer and its successors in title absolutely and give all such assistance to the Buyer as the Buyer may require to enable it to enforce its rights in respect of such Business IPR.

10. APPLICABLE LAW AND JURISDICTION

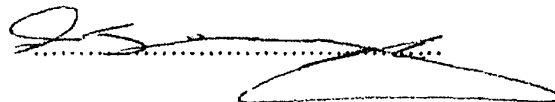
- 10.1** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of England and Wales.
- 10.2** The parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this Agreement.

THIS AGREEMENT has been duly executed on the date first stated above.

EXECUTED as a DEED)
by THE SELLER)
acting by:)


.....
Director
In the presence of:

Witness signature


.....

Address

155 WILMSLOW ROAD
.....

HANDFORTH
.....

WILMSLOW SK9 3SL
.....

Occupation

ACCOUNTANT
.....

Witness name

ADAM JAMES MAYERS
.....

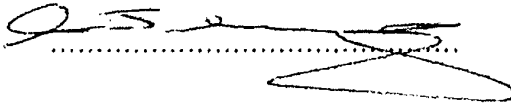
EXECUTED as a DEED)
by THE BUYER)
acting by:)


.....

Director

In the presence of:

Witness signature


.....

Address

155 WILMSLOW ROAD
.....

MANFORTH
.....

WILMSLOW SK9 3SL
.....

Occupation

ACCOUNTANT
.....

Witness name

ADAM SAMUEL MARRAS
.....

SCHEDULE 3**REGISTERED IPR****TRADE MARKS**

Trade Mark No.	Mark Text	Date	Status	Classes
1418656	Stikatak	08.02.1990	Registered	01 06 16 20
2061025	Zig Zag	12.03.1996	Registered	06
2142012	Tidywire	13.08.1997	Registered	20
2189097	Stikatak Blue Glue	17.02.1999	Registered	01
2262136	Floor Pro	22.02.2001	Registered	08
2308726	Stikatak	23.08.2002	Registered	08
2327127	Stikatak Clip System	20.03.2003	Registered	06
E196246	Stikatak	13.08.1999	Registered	06 20

PATENTS

Country code	Title	Status	Application no. / Patent no.
BX	Carpet Fitting Tool	Granted	78904.00/34344.00
Germany	Carpet stretching device	Granted	20016850.9/20016850.9
GB	Carpet stretching device	Granted	0121582.1/2364241
GB	Floor edge trim element	Pending	0711412.7
US	Carpet stretching device	Granted	09/948.197/6595565

REGISTERED DESIGNS

Carpet Stretcher No. 2102182 Renewal date: 31 May 2011

DOMAIN NAMES

Stikatak.co.uk

PATENT

RECORDED: 06/18/2009

REEL: 022835 FRAME: 0801