

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Tyco European Metal Framing Limited	12/19/2008
RECEIVING PARTY DATA	
Name:	EV IP LP
Street Address:	3500 South DuPont Highway
City:	Dover
State/Country:	DELAWARE
Postal Code:	19901
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29306121
CORRESPONDENCE DATA	
Fax Number:	(203)782-2889
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	203-498-4566
Email:	grosenblatt@wiggin.com
Correspondent Name:	Gregory S. Rosenblatt
Address Line 1:	Wiggin and Dana LLP
Address Line 2:	One Century Tower, PO Box 1832
Address Line 4:	New Haven, CONNECTICUT 06508-1832
ATTORNEY DOCKET NUMBER:	10706-139
NAME OF SUBMITTER:	Gregory S. Rosenblatt
<p>Total Attachments: 6 source=29306121 Assignment 122908#page1.tif source=29306121 Assignment 122908#page2.tif source=29306121 Assignment 122908#page3.tif</p>	

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source=29306121 Assignment 122908#page6.tif

Exhibit I

Eversheds LLP

Agreed Form



Dated 19th December, 2008

(1) TYCO EUROPEAN METAL FRAMING LIMITED.

and

(2) EV IP LP

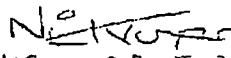
ASSIGNMENT OF INTELLECTUAL PROPERTY

I certify this document as a true copy of the original

Solicitor

Date:

EVERSHEDS LLP


NICHOLAS TURNER

23/12/08

Luptonfawcett

Yorkshire House
East Parade
Leeds
LS1 5BD
Tel: 0113 280 2000
www.luptonfawcett.co.uk

PATENT
REEL: 022913 FRAME: 0954

THIS AGREEMENT is made on 19th December, 2008

BETWEEN:

- (1) **TYCO EUROPEAN METAL FRAMING LIMITED** incorporated and registered in England and Wales with company number 3704354 whose registered office is at Victoria Road Leeds, LS11 5UG England (the "**Business Seller**");
- (2) **EV IP LP** registered in the state of New York whose registered office is at 3500 South DuPont Highway, Dover, Delaware 19901, County of Kent, US (the "**IP Buyer**").

BACKGROUND:

- (A) The Business Seller is the proprietor of the registered designs and application therefor set out in the Schedule.
- (B) By a share purchase agreement of even date with this agreement and made between the Business Seller, the IP Buyer, Tyco Building Services Products Division GmbH and Lidget LLP (the "**Main Agreement**") the Business Seller has agreed to assign the Business Intellectual Property to the IP Buyer on the terms set out below.

IT IS AGREED as follows:

1 Definitions and Interpretations

- 1.1 In this agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Business" the business of designing and manufacturing steelwork connections known as Lindapter International and carried on by the Business Seller at the Transfer Date;

"Business Intellectual Property" Intellectual Property Rights owned by the Business Seller and used in connection with the Business listed in the Schedule;

"Intellectual Property Rights" rights in designs, registered designs, design patents, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

"Transfer Date" the date defined as the Transfer Date in the Main Agreement.

2 Assignment

2.1 Pursuant to and for the consideration set out in the Main Agreement, the Business Seller assigns to the IP Buyer as from the Transfer Date with warranties specified in the Main Agreement the following rights:

2.1.1 the Business Intellectual Property owned by the Business Seller; and

2.1.2 the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause 2 which occurred prior to the date of this assignment.

3 Proceedings

3.1 The Business Seller agrees and undertakes to provide to the IP Buyer (at its request and expense) reasonable assistance with any proceedings which may be brought by or against the IP Buyer against or by any third party relating to the rights assigned by this agreement under the terms set forth in the Main Agreement.

4 Further assurance

4.1 The Business Seller shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the IP Buyer may from time to time reasonably require at the IP Buyer's expense in order to give the IP Buyer the full benefit of this agreement, whether in connection with any registration of title or other similar right or otherwise.

5 **Governing law and jurisdiction**

5.1 This agreement shall be governed by and construed in accordance with the law of England and Wales.

5.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement.

This agreement has been entered into on the date stated at the beginning of it.

IN WITNESS of which this deed has been duly executed and unconditionally delivered on the date first above written.

EXECUTED as a DEED by) 
authorised director, for and on behalf of)
TYCO EUROPEAN METAL FRAMING LIMITED)

In the presence of:
W Signature: Adele Ambriani
I Name: Adele Ambriani
T Address: 24 Regent Dr.
N Monroe Township
E N.J. 08831
S
S Occupation: Senior Executive Asst.

Signed as a deed by EV IP LP

Acting by: _____
Gordon Browning, authorized signatory

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EXECUTED as a DEED by)
authorised director, for and on behalf of)
TYCO EUROPEAN METAL FRAMING LIMITED)

in the presence of:)

W Signature:
t Name:
T Address:
N
E
S
S Occupation:

Signed as a deed by EV IP LP

Acting by:  _____

Gordon Browning, authorized signatory

SCHEDULE

The Business Intellectual Property

Case No.	Status	Jurisdiction/ Recordal office	Design Appln. No.	Filing Date	Design Reg. No.	Design Reg. Date	Design Description
S-FB-00035	Registered	Canada			108895	3-Apr-06	Component of a Clamp
	Registered	Great Britain			3017266	22-Jun-04	Swiftgrip Design
	Registered	EM			000247564-0002	25-Jan-05	Clamps (tools)
S-FB-00089	Registered	United States			D523329	20-Jun-06	Swiftgrip Design
S-FB-00114	Registered	EM			000416086-0001	29-Nov-05	Mounting Bracket (Ghost)
S-FB-00131	Registered	EM			000652730-0001	13-Feb-07	M12 Sigma clamp B
S-FB-00132	Registered	EM			000247564-0001	29-Oct-04	CLAMPS
S-FB-00133	Registered	EM			000652730-0002	16-Jan-07	M16 Sigmas Clamp B
S-FB-00134	Registered	EM			000662730-0003	16-Jan-07	M20 Sigma Clamp B
S-FB-00135	Registered	EM			000652730-0004	16-Jan-07	M16 Sigma Clamp A
S-FB-00136	Registered	EM			000652730-0005	16-Jan-07	M12 Sigma Clamp A
S-FB-00111	Registered	EM			000652730-0006	16-Jan-07	M20 Sigma Clamp A
S-FB-00137	Registered	EM			000654462-0001	18-Jan-07	M16 CF Clamp
S-FB-00138	Registered	EM			000654462-0002	18-Jan-07	M20 CF Clamp
S-FB-00139	Registered	EM			000654462-0003	18-Jan-07	M12 CF Clamp
S-FB-00122	Registered	EM			000654462-0004	18-Jan-07	Pressed CF
S-FB-00140	Registered	EM			000797147-0001	24-Sep-07	Peg Nut
S-FB-00141	Registered	EM			000797147-0002	24-Sep-07	FF HB 2 Slots
S-FB-00142	Registered	EM			000797147-0003	24-Sep-07	FF HB 3 Slots
S-FB-00143	Registered	EM			000797147-0004	24-Sep-07	FF HB 4 Slots
S-FB-00144	Pending	United States	29/306121	2-Apr-08	000803390-0001	3-Oct-07	M10 Sigma Clamp B Clamp Head
S-FB-00144	Registered	EM			000803390-0002	3-Oct-07	M10 Sigma Clamp A

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