# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Advantica Intellectual Property Limited	05/25/2009

## **RECEIVING PARTY DATA**

Name:	Radius Systems Limited
Street Address:	PO Box 1
Internal Address:	Blackwell, Nr Alfreton
City:	Derbyshire
State/Country:	UNITED KINGDOM
Postal Code:	DE55 5JD

#### PROPERTY NUMBERS Total: 1

Property Type	Number	
Patent Number:	5673469	

#### **CORRESPONDENCE DATA**

Fax Number: (503)295-6679

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (503) 224-6655

Email: docketing@khpatent.com
Correspondent Name: Thomas J. Romano
Address Line 1: 520 S.W. Yamhill Street
Address Line 2: 200 Pacific Building
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER: HGF 306

NAME OF SUBMITTER: Thomas J. Romano

Total Attachments: 4

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This DEED of ASSIGNMENT IS MADE the 25 day of May 2009

#### **BETWEEN**

- (1) ADVANTICA INTELLECTUAL PROPERTY LIMITED (company number: 02732228) whose registered office is at Holywell Park, Ashby Road, Loughborough, Leicestershire LE11 3GR ("Assignor").
- (2) RADIUS SYSTEMS LIMITED (company number: 01585669) whose registered office is at Hilcote Plant, PO Box 1, Blackwell, Nr Alfreton, Derbyshire DE55 5JD ("First Assignee").
- (3) SYNTHOTECH LIMITED (company number: 03229262) whose registered office is at B2B Crimple Court, Hornbeam Square North, Hornbeam Park, Harrogate, North Yorkshire HG2 8PB ("Second Assignee"), (together "Joint Assignees").

#### **BACKGROUND**

- (A) The Assignor is the proprietor of the Patents.
- (B) The Assignor has agreed to assign the Patents to the Joint Assignees on the terms set out in this assignment.

## AGREED TERMS

# 1. DEFINITIONS

In this assignment the following words shall have the following meanings:

"the Patents"

means the patents, details of which are contained in the Schedule including any continuations, continuations in part, extensions, reissues, divisions and including any patents, supplementary protection certificates and similar rights that are based on or derive priority from the foregoing

We certify this to be a true copy of the original.
Dated 97-00-07
Signed Chamen Shuttonship.
Clarion Solicitors LLP
Britannia Chambers
4 Oxford Place
Leeds LS1 3AX

#### 2. ASSIGNMENT

In consideration of the sum of £7,000 (together with verifiable renewal fees as agreed between the parties) to be paid by the Joint Assignees to the Assignor within 30 days of the date of this assignment, the Assignor with full title guarantee hereby assigns to the Joint Assignees and the Joint Assignees hereby accept an assignment of the Assignor's right, title and interest in and to the Patents including:

- (a) the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of the Patents, whether committed before or after the date of this assignment; and
- (b) the right to apply for, prosecute and obtain patent or similar protection in any other countries of the world for an invention embodied by any of the applications comprised in the Patents, including the right to claim priority from such application

such that the Patents shall be held by the First Assignee and the Second Assignee as co-owners of equal undivided shares.

## 3. FURTHER ASSURANCE

The Assignor hereby covenants with each of the Joint Assignees that the Assignor shall, at the expense of the Joint Assignees, execute and sign all such instruments, applications and documents and do all such acts and things as may reasonably be required by the First Assignee and/or the Second Assignee to enable the First Assignee and/or the Second Assignee, as the case may be, or its/their nominee to enjoy the full benefit of the rights assigned by this assignment.

#### 4. POWER OF ATTORNEY

The Assignor hereby irrevocably appoints each of the Joint Assignees as its attorney in its name and on its behalf to execute and do any instrument or thing as may be required by the First Assignee and/or the Second Assignee to enable the First Assignee and/or the Second Assignee, as the case may be, to enjoy the full benefit of the rights assigned by this assignment and, in favour of any third party, a certificate signed by and Director or the Secretary of the First Assignee and/or the Second Assignee that any instrument or act falls within such authority shall be conclusive evidence that such is the case.

# 5. GOVERNING LAW AND JURISDICTION

This assignment shall be governed by and construed in accordance with the law of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

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

Signed as a deed on behalf of Advantica Intellectual Property Limited	) ARTHUR STODDART  ) Director  ) Director/Secretary JANE BAUIES  )
Signed as a deed on behalf of Radius Systems Limited	Director/Secretary
Signed as a deed on behalf of Sythotech Limited	) Mark Tank.  ) Director  ) Al Rielly Any Tindle  ) Director/Secretary

# SCHEDULE OF PATENTS

EP0712475 Installing pipes France DE69516085-0 Installing pipes Germany HK1015161 Installing pipes Hong Kong EP0712475 Installing pipes Italy 2839462 Installing pipes Japan EP0712475 United Kingdom Installing pipes US5673469 Installing pipes **United States** US5966789 Installing pipes **United States** 

**RECORDED: 08/28/2009**