Form PTO-1595 (Rev. 03-09) OMB No. 0651-0027 (exp. 03/31/2009) 03 - 19	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office		
	.T		
To the Director of the U.S. Patent ar 10359	2192 ocuments or the new address(es) below.		
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)		
	Name: James Hardie Technology Limited		
James Hardie International Finance B.V.	Internal Address: Europa House, Second Floor		
	Harcourt Centre		
Additional name(s) of conveying party(ies) attached? Yes X No			
3. Nature of conveyance/Execution Date(s):	Street Address: Harcourt Street		
Execution Date(s) December 15, 2009  Assignment  Merger			
	City: Dublin		
Joint Research Agreement	State:		
Government Interest Assignment	Country: IRELAND Zip: 2		
Executive Order 9424, Confirmatory License	Zip. 2		
Other	Additional name(s) & address(es) attached? Yes X No		
4. Application or patent number(s):	document is being filed together with a new application.		
A. Patent Application No.(s)	B. Patent No.(s)		
See Attached	MAR 1 8 2010		
Additional numbers at	tached? X Yes No		
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 8		
Name:Robert J. Ward			
	7. Total fee (37 CFR 1.21(h) & 3.41) \$320.00		
Internal Address: Thanksgiving Tower, Suite 3000			
	Authorized to be charged to deposit account		
Street Address: 1601 Elm Street	X Enclosed  No no acquired (consequence) into act and affecting title.  ■ No no acquired (consequence) into act and affecting title.		
	None required (government interest not affecting title)		
City: Dallas	8. Payment Information		
State:Texas Zip:75201			
Phone Number: 214.999.4266	Deposit Account Number		
Fax Number: 214.999.3623	Deposit Account Number 93/18/2018 HJAHA1 00000041 29312588		
Email Address: jjones@gardere.com	Authorizett Vsetellame 329.99		
9. Signature: Jaket J. Ward Signature	March 15, 2010 Date		
•			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Country	Title	Filing Date	Application No.	Patent No.	Grant Date
<b>UNITED STATE</b>	UNITED STATES OF AMERICA			<b>DESIGN PATENTS</b>	
United States of					
America	ARTISAN	31-Oct-2008	29/312588		
United States of					
America	ARTISAN	31-Oct-2008	29/312589		
United States of					
America	BEADED FIBER CEMENT PANEL	20-May-2008	29/318464		
United States of	FIBER CEMENT SHINGLE PANEL WITH				
America	KEYWAYS	23-Aug-2008	29/323361		
United States of	FIBER CEMENT SHINGLE PLANK				
America	ASSEMBLY	23-Aug-2008	29/323360		
United States of	FIBER CEMENT SHINGLE PLANK WITH				
America	KEYWAYS	22-Aug-2008	29/323359		
United States of					
America	TEXTURED FIBER CEMENT LAP SIDING	03-Nov-2008	29/312644		
United States of					
America	TEXTURED FIBER CEMENT PANEL	03-Nov-2008	29/312643		

PATENT | REEL: 024110 FRAME: 0882

#### CONFIRMATION OF ASSIGNMENT OF IP RIGHTS

THIS DEED is made on November 15, 2009

### **PARTIES**

- James Hardie International Finance B.V., a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) organized and existing under the laws of The Netherlands, with Ministry of Justice number B.V. 1000894, having its corporate seat in Amsterdam, The Netherlands, with address Strawinskylaan 3077, 1077 ZX Amsterdam, The Netherlands, registered with the Amsterdam trade register under number 34108775 (Assignor); and
- James Hardie Technology Limited, a corporation organized and existing under the laws of Bermuda, having its registered office at Clarendon House, 2 Church Street, Hamilton, HM 11, Bermuda, with address at Europa House, Second Floor, Harcourt Centre, Harcourt Street, Dublin 2, Ireland registered with the Bermuda trade register under number EC 43298 (Assignee).

### **RECITALS**

- A. The Assignor is the owner of, or applicant for, the trade marks (the **Trade Marks**), (if any), the patents (the **Patents**) (if any), and the designs (the **Designs**) (if any), listed or referred to in the Schedule (**IP Rights**).
- B. The Assignor has assigned to the Assignee all the Assignor's right, title and interest in and to the IP Rights pursuant to a Deed of Sale, Transfer and Assignment of Intellectual Property dated 1 October 2009 (Effective Date).

# **OPERATIVE PROVISIONS**

- In consideration of the payment of US\$1 and other good and valuable consideration by the Assignee to the Assignor, the receipt and sufficiency of which is acknowledged by the Assignor, the parties confirm that the Assignor has assigned to the Assignee and the Assignee has accepted absolutely on and from the Effective Date:
  - (a) the entire right, title and interest in and to the Patents and Designs without geographical limit including the benefit of all priority rights and, in the case of the Patents, the right to file further applications based on the Patents such as but not limited to divisional, continuation and continuation-in-part applications, patents of addition and utility applications;
  - (b) all rights to register and otherwise exploit the Patents and Designs including, in the case of the Patents, all corresponding rights obtainable in respect of the inventions that are described and/or claimed in the Patents; and
  - (c) all rights, powers, liberties and immunities arising from any rights granted in relation to the Patents and Designs including the right to sue for and obtain injunctive relief, damages and all other remedies for any infringement of the assigned rights which may have occurred prior to or after the date of the assignment or this Deed.
- 2. In consideration of the payment of US\$1 and other good and valuable consideration by the Assignee to the Assignor, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby confirms that it has assigned to the Assignee and the Assignee has accepted to hold absolutely on and from the Effective Date all of the Assignor's rights, title and interest in and to the Trade Marks, including the goodwill relating to the Trade Marks, and including any International registrations based thereon, and any national registrations based on or derived from those International registrations.

1

PATENT REEL: 024110 FRAME: 0883

# **EXECUTED AS A DEED** by the duly authorised representatives of each party:

Signed in multiple originals in Amsterdam, The Netherlands.

James Hardie International Finance B.V. (in its personal capacity and in its capacity as general partner of NV Technology Holdings A Limited Partnership)

By: Diederik J Ex,

Title: Proxy Holder/Attorney

Dale:-November 15, 2009

**James Hardie Technology Limited** 

Byt Dick Wan Hilten

Title. Proxy Holder/Attorney Date: November 15, 2009

DECEMBER

Witnesses to the above signatures:

Witness:

Printed Name: Anoushka Hylkema Address: Strawinskylaan 3077, 1077 ZX

Amsterdam, The Netherlands

Witness:

Pripted Name:

Address: Strawinskylaar 3077, 1077 ZX

Amsterdam, The Netherlands

### **SCHEDULE**

# **Trade Marks**

Country	Mark	App. Date	App. No.	Reg. Date	Reg. No.
See attached list					

together with any other trade mark applications or registrations legally or beneficially owned by the Assignor in the country specified in the attached list.

# **Patents**

Country	Title	Filing Date	Application No.	Patent No.	Grant Date
See attached list					

together with any other granted patents or patent applications of any type legally or beneficially owned by the Assignor in the country specified in the attached list.

### Designs

Country	Title	Filing Date	Application No.	Patent No.	Grant Date
See attached list					

together with any other design registrations or applications legally or beneficially owned by the Assignor in the country specified in the attached list.

3

PATENT REEL: 024110 FRAME: 0885