## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
James Hardie International Finance B.V.	12/15/2009

#### **RECEIVING PARTY DATA**

Name:	James Hardie Technology Limited
Street Address:	Europa House, Second Floor
Internal Address:	Harcourt Centre, Harcourt Street
City:	Dublin
State/Country:	IRELAND
Postal Code:	2

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10090561

### **CORRESPONDENCE DATA**

Fax Number: (214)999-3623

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

Phone: 2149993000 Email: ip@gardere.com

Correspondent Name: Monique A. Vander Molen, Gardere Wynne

Address Line 1: 1601 Elm Street, Suite 3000 Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER: 131279-1019 (MAV/KB)

NAME OF SUBMITTER: Monique A. Vander Molen

Total Attachments: 4

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PATENT 501137510 REEL: 024176 FRAME: 0850

OP \$40.00 100905

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PATENT REEL: 024176 FRAME: 0851

# CONFIRMATION OF ASSIGNMENT OF IP RIGHTS

THIS DEED is made on Lecember 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
- 2. 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**

- 1. 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.

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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 / Ex

Title: Prexy Holder/Attorney

Date:

Title: Proxy Holder/Attorney

James Hardie Technology Limited

2009

Witnesses to the above signatures:

Witness:

Printed Name: Ahoushka Hylkema

Address: Strawinskylaan 3077, 1077 ZX

Amsterdam, The Netherlands

Adri Kok Printed Name

Address Strawinskylaan 3077, 1077 ZX

Amsterdam, The Netherlands

#### SCHEDULE

#### Trade Marks

Country	Mark	Application Date	Application No.	Registration Date	Registration No.
See attached list		<u> </u>			

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	<u></u>				

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.

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	United States of America	Country
	COATINGS FOR BUILDING PRODUCTS AND METHODS OF MAKING SAME	Title
-		Filing Date
	04-Mar-2002	
	10/090561	Application/Patent No.
		Grant Date

PATENT RECORDED: 04/01/2010 REEL: 024176 FRAME: 0855