

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UDR KL PTY LTD	06/08/2006
RECEIVING PARTY DATA	
Name:	Sandvik Mining and Construction Australia PTY Limited
Street Address:	60-62 Qantas Drive
City:	Eagle Farm, Queensland
State/Country:	AUSTRALIA
Postal Code:	4009
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11781796
CORRESPONDENCE DATA	
Fax Number:	(801)537-1799
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	rapp@austin-rapp.com
Correspondent Name:	Robert Rapp
Address Line 1:	170 S Main St.
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Address Line 4:	Salt Lake City, UTAH 84101
ATTORNEY DOCKET NUMBER:	1595.2.22.1
NAME OF SUBMITTER:	Robert S. Rapp
Total Attachments: 5 source=2006_06_08_Assignment#page1.tif source=2006_06_08_Assignment#page2.tif source=2006_06_08_Assignment#page3.tif source=2006_06_08_Assignment#page4.tif source=2006_06_08_Assignment#page5.tif	

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PATENT

501174211

REEL: 024374 FRAME: 0780

Patent Assignment Deed

UDR Group Limited

UDR-KL Pty Limited

Sandvik Mining and Construction Australia Pty Limited

Allens Arthur Robinson
Deutsche Bank Place
Corner Hunter and Phillip Streets
Sydney NSW 2000
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Fax 61 2 9230 5333
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Patent Assignment Deed

Allens Arthur Robinson 

Patent & Trade Marks Attorneys

Year 2006

Date

8 JUNE

Parties

1. **UDR Group Limited (ABN 83 057 048 870)** of 332 Treasure Road Welshpool WA 6106 (*UDRG*)
2. **UDR-KL Pty Limited (ABN 41 060 003 027)** of 332 Treasure Road Welshpool WA 6106 (*UDRK*)

(together, UDRG and UDRK are referred to in this Deed as the *Assignors*)
3. **Sandvik Mining and Construction Australia Pty Limited (ABN 62 033 771 382)** of 60-62 Qantas Drive Eagle Farm QLD 4009 (the *Assignee*)

Recitals

- A The Assignors and the Assignee are parties to the Business Acquisition Agreement, pursuant to which the Assignors have agreed to assign all of their rights, title and interest in the Patents, on the terms of this Deed.

It is agreed as follows.

1. Definitions

Business Acquisition Agreement means the agreement between Related Bodies Corporate of the Assignors (as vendors) and the Assignee, pursuant to which the business and assets of UDR Group Limited and its subsidiaries are to be acquired.

Patents means the patent applications set out in the Schedule together with any divisional, continuations, continuations in part or any patent or patent applications claiming priority from the patent applications listed in the Schedule.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

2. Grant

2.1 Assignment

In consideration of the payment by the Assignee to the Assignors of the Purchase Price pursuant to the terms of the Business Acquisition Agreement, the Assignors hereby assign to the Assignee all their rights, title and interest in and to the Patents and any applications for patents, patents granted thereon or other intellectual property rights arising therefrom including, without limitation, the right to sue for any infringement occurring prior to the date of this Deed and the right to recover damages for that infringement.

2.2 Further assurances

At the request of the other party, each party must do anything (including executing Deeds and documents) necessary or desirable to give full effect to this Deed and the transactions contemplated by it, including, without limitation, enabling the Assignee to become registered as the proprietor of the rights in the Patents.

2.3 Notification to Registries

The Assignee must at its sole cost prepare all transfer forms and other documents necessary to notify the relevant intellectual property registries of the assignment of the Patents.

3. General

3.1 Governing law and jurisdiction

This Deed is governed by the laws of New South Wales. Each party submits to the jurisdiction of courts exercising jurisdiction there, and waives any right to claim that those courts are an inconvenient forum.

3.2 Enurement

The provisions of this Deed will enure for the benefit of, and be binding on, the parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

3.3 Amendment

No amendment or variation of this Deed is valid or binding on a party unless made in writing executed by all parties.

3.4 Counterparts

This Deed may be executed in any number of counterparts (including facsimile or electronic copies of executed counterparts). All such counterparts together will be taken to constitute one instrument.

3.5 Costs and stamp duty

Each party must bear its own costs arising out of the negotiation, preparation and execution of this Deed. However, in accordance with clause 2.3, the Assignee must pay all costs (including registration fees) of, and incidental to, the preparation, execution, delivery and registration of all transfer forms and other documents necessary to notify the relevant intellectual property registries of the assignment of the Patents as contemplated by this Deed. All stamp duty (including fines, penalties and interest) that may be payable on or in connection with this Deed and any instrument executed under this Deed must be borne equally by the parties, in accordance with clause 19 of the Business Acquisition Agreement.

Patent Assignment Deed


Allens Arthur Robinson 

Patent & Trade Marks Attorneys

Executed and delivered as a Deed in

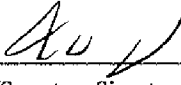
Each attorney executing this Agreement states that he or she has no notice of the revocation or suspension of his or her power of attorney.

Executed as a deed in accordance with s127 of the Corporations Act by **UDR Group Limited:**



Director Signature
Francis McGuire


Print Name



Director/Secretary Signature
M. A. PAVES

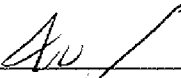
Print Name

Executed as a deed in accordance with s127 of the Corporations Act by **UDR-KL Pty Limited:**



Director Signature
Francis McGuire

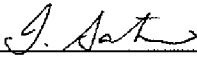
Print Name



Director/Secretary Signature
M. A. PAVES


Print Name

Signed as a deed by Sandvik Mining and Construction Australia Pty Limited by its duly constituted attorney(s) **KARL PARVENTO**, under a power of attorney dated **JUNE** 2006, who declares that he/she/they have received no notice of revocation of the power of attorney in the presence of:



Witness Signature
ISABELIA SANTOMARO

Print Name



Attorney(s) Signature
KARL PARVENTO

Print Name(s)

Schedule

Country	Application No.	Title	Applicant / Registrant
AU	693382	An Elongate Item Handling Means	UDRK
AU	2002333070	Apparatus and method for reducing required torque	UDRK
USA	10/492742	Apparatus and method for reducing required torque	UDRK
Canada	2464356	Apparatus and method for reducing required torque	UDRK
AU	2005202267	Handling Apparatus	UDRG
USA	11/137052	Handling Apparatus	UDRG
Canada	2508157	Handling Apparatus	UDRG
AU	2005205832	Door Arrangement	UDRK
AU	2005209577	Sampling Apparatus	UDRK