

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Graham Bruce Rabarts	10/14/2008
Mark John Holmes	10/14/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Pallet Loader Limited
<b>Street Address:</b>	64 Winstone Avenue
<b>City:</b>	Hamilton
<b>State/Country:</b>	NEW ZEALAND
<b>Postal Code:</b>	3402
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12744530
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)991-7071
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	703-740-8322
<b>Email:</b>	info@maierandmaier.com
<b>Correspondent Name:</b>	Timothy J. Maier
<b>Address Line 1:</b>	1000 DUKE STREET
<b>Address Line 4:</b>	ALEXANDRIA, VIRGINIA 22314
<b>ATTORNEY DOCKET NUMBER:</b>	FMD-010-US
<b>NAME OF SUBMITTER:</b>	Timothy J. Maier

**Total Attachments: 8**

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**PATENT  
 REEL: 024436 FRAME: 0293**

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**DEED OF ASSIGNMENT  
OF INTELLECTUAL PROPERTY RIGHTS**

**BETWEEN:** Graham Bruce Rabarts

**AND:** Mark John Holmes

**AND:** Pallet Loader Limited

**DESCRIPTION:**

By this Deed Graham Bruce Rabarts and Mark John Holmes assign to Pallet Loader Limited all their respective right, title and interest in the *Intellectual Property Rights* relating to the *Invention*.

James & Wells  
Level 12, KPMG Centre  
85 Alexandra Street  
Private Bag 3140  
Hamilton  
New Zealand

  
**PATENT**

**REEL: 024436 FRAME: 0295**

**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

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**BETWEEN** Graham Bruce Rabarts, a New Zealand citizen of 383 Te Kowhai Road, Hamilton, NEW ZEALAND

**AND** Mark John Holmes, a New Zealand citizen of 129 Station Road, Matamata, NEW ZEALAND

(together the "Assignors")

**AND** Pallet Loader Limited, a New Zealand company having its registered office at 64 Winstone Avenue, Hamilton, NEW ZEALAND

("Assignee")

**ON THE BASIS THAT-**

**1.0 DEFINED TERMS**

1.1. *Copyright* shall mean the property rights which exist in any *Copyright Work*.

1.2. *Copyright Works* shall mean:

1.2-1. a work of any of the types described in Section 14 of the New Zealand Copyright Act 1994; and/or

1.2-2. a work in which copyright exists; and

which relates to the *Invention*.

1.3. *Design Rights* shall mean the right to apply for a registered design relating to the *Invention* or equivalent protection in any country of the world and to claim priority under international convention from any such applications and the rights conferred by such registered designs or equivalent protection when granted.

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- 1.4. *Intellectual Property Rights* shall mean all intellectual property rights whatsoever relating to the *Invention* including without limitation the *Patent Rights*, the *Design Rights*, the *Copyright* and the *Technical Information*.
- 1.5. *Invention* shall mean an invention relating to a method and apparatus for stacking loads, as described in New Zealand patent application number 563794 "Method and Apparatus for Stacking Loads in Vehicles", together with the improvement thereof relating to a safety box.
- 1.6. *Patent Rights* shall mean New Zealand patent application number 563794 "Method and Apparatus for Stacking Loads in Vehicles", the right to apply for any patent relating to the *Invention* or equivalent protection in any country of the world and to claim priority under any international convention from any such application(s), and the rights conferred by such patents or equivalent protection when granted.
- 1.7. *Technical Information* shall mean all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the *Invention* and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.

### 2.0 BACKGROUND

- 2.1. The **Assignors** invented the *Invention*.
- 2.2. The **Assignors** acknowledge that the **Assignee** is or should be the owner of the *Invention* and the *Intellectual Property Rights*, and hereby agree to assign same to the **Assignee** on the terms described below.

### BY THIS DEED THE PARTIES AGREE –

#### 3.0 THE ASSIGNMENT

- 3.1. The **Assignors** hereby assign all their right, title and interest in and to the *Invention* and *Intellectual Property Rights* to the **Assignee**.

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3.2. The assignment will take effect on the date this Deed is fully executed by the **Assignors** or the date the first patent application relating to the *Invention* is filed in the name of one or more of the parties, whichever is the earlier lawful date.

### 4.0 CONSIDERATION

4.1. In consideration for the assignment detailed in clause 3.1, the **Assignee** will pay to each of the **Assignors** upon execution of this Agreement the sum of ten New Zealand dollars (NZ\$10.00), the receipt and sufficiency of which is acknowledged by the **Assignors**.

4.2. Any and all rights of the **Assignors** with respect to the *Invention and Intellectual Property Rights* will pass to the **Assignee** upon execution of this Agreement.

### 5.0 ASSIGNORS' OBLIGATIONS

5.1. The **Assignors** undertake to (at the **Assignee's** cost) execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the **Assignee** for vesting absolutely all their right, title and interest to the *Invention and Intellectual Property Rights* in favour of the **Assignee**, and for conferring on the **Assignee** the right to take action against any third party who copies the *Invention* or infringes the *Intellectual Property Rights*.

5.2. The **Assignors** shall forthwith disclose to the **Assignee** any and all improvements in, modifications of or additions to the *Invention* devised or created by the **Assignors** while in the employ of the **Assignee** and/or under a commission for money or money's worth from the **Assignee**, and the intellectual property in all such improvements, modifications or additions will be owned by the **Assignee**.

5.2-1. The **Assignors** shall assign to the **Assignee** upon request all intellectual property relating to all improvements in, modifications of or additions to the *Invention* devised or otherwise created while in the employ and/or under a commission for money or money's worth from the **Assignee**.

5.3. The **Assignors** hereby waive all their moral rights in relation to the *Copyright*.

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## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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- 5.4. At the request of the **Assignee**, the **Assignors** shall at **Assignee's** expense execute all documents and do all acts necessary or convenient to enable **Assignee** to:
- 5.4-1. make, prosecute or register in **Assignee's** name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the *Intellectual Property Rights*;
  - 5.4-2. defend opposition proceedings in respect of any of the *Intellectual Property Rights* against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect **Assignee's** ability to exploit the *Intellectual Property Rights*;
  - 5.4-3. defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the *Intellectual Property Rights*;
  - 5.4-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.
- 5.5. The **Assignors** shall, at the request of the **Assignee**, and to the extent outstanding, furnish the **Assignee** with full details of and relating to the *Invention* and the *Intellectual Property Rights* (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the *Invention* and the *Copyright Works*.
- 5.6. The **Assignors** agree to treat as confidential all information relating to the *Invention* and/or the *Intellectual Property Rights* and shall not use, disclose or publish same without the express prior written consent of the **Assignee**. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the **Assignors**. The **Assignors** agree to seek prior clearance from the **Assignee** in any case of uncertainty.

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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5.7. Each of the **Assignors** consents to the other **Assignor** assigning his rights in the *Invention* to the **Assignee** pursuant to this Deed.

### 6.0 ASSIGNORS' WARRANTIES

6.1. The **Assignors** warrant:

6.1-1. There are no encumbrances or other matters affecting the **Assignors'** capacity to assign the *Invention* and/or the *Intellectual Property Rights* to the **Assignee** free of any encumbrances or interests whatsoever; and

6.1-2. The *Copyright Works* are the **Assignors'** original works and are not copied in whole or in part from any other work; and

6.1-3. there is no other person who can be considered an inventor of the *Invention*.

### 7.0 GOVERNING LAW

7.1. This Deed and any disputes relating to it shall be governed by and construed in all respects in accordance with the laws of New Zealand.

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PATENT  

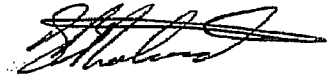
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**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

7.2. Each party to this Deed submits to the exclusive jurisdiction of the courts of New Zealand.

Executed as a Deed this 14 day of Oct. 2008 by Graham Bruce Rabarts

  
\_\_\_\_\_  
Signature

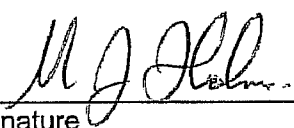
Witnessed by: Russell Gillam.  
\_\_\_\_\_  
Name

RGillam.  
\_\_\_\_\_  
Signature

Engineer.  
\_\_\_\_\_  
Occupation

99 Glangarry Rd, Glen Eden, A.C.  
\_\_\_\_\_  
Place

Executed as a Deed this 14 day of October 2008 by Mark John Holmes

  
\_\_\_\_\_  
Signature

Witnessed by: Russell Gillam  
\_\_\_\_\_  
Name

RGillam.  
\_\_\_\_\_  
Signature

Engineer  
\_\_\_\_\_  
Occupation

99 Glangarry Rd, Glen Eden. A.C.  
\_\_\_\_\_  
Place

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Executed as a Deed this 14 day of Oct 2008 for and on behalf of Pallet Loader Limited by its duly authorised officers\*

Mark Holmes  
Name  
Signature  
Director  
Position

Travis Roberts,  
Name  
Signature  
Director  
Position

Witnessed by:

Russell Gillam  
Name

Signature

Engineer  
Occupation

99 Clengerry Rd, Glen Eden, Auckland  
Place

\* This Deed must be signed by:

- a) Two or more directors of the company; or
b) A single director of the company and a witness; or
c) (if the company's constitution allows it), any other person and a witness; or
d) One or more persons with a power of attorney to act on the company's behalf.