

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Manfred Frank Patent Holdings Limited	04/05/2010
RECEIVING PARTY DATA	
Name:	ASC Systems Limited
Street Address:	222 Moumoukai Hill Road
Internal Address:	Clevedon, Papakura
City:	Auckland
State/Country:	NEW ZEALAND
Postal Code:	RD5
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6375284
Patent Number:	7322770
CORRESPONDENCE DATA	
Fax Number:	(408)720-8383
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ATTORNEY DOCKET NUMBER:	069070.P005 & P006
NAME OF SUBMITTER:	Eric S. Hyman
Total Attachments: 6 source=69070p005_p006_Assignment_062110#page1.tif source=69070p005_p006_Assignment_062110#page2.tif	

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**MANFRED FRANK PATENT HOLDINGS LIMITED**

**ASC SYSTEMS LIMITED**

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**DEED OF ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS**

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## PARTIES

**MANFRED FRANK PATENT HOLDINGS LIMITED**, a New Zealand company whose registered office is located at 222 Mōumoukai Hill Road, Clevedon, RD 5, Papakura, Auckland, New Zealand ("Assignor")

**ASC SYSTEMS LIMITED**, a New Zealand company whose registered office is located at 222 Mōumoukai Hill Road, Clevedon, RD 5, Papakura, Auckland, New Zealand ("Assignee")

## INTRODUCTION

- A. The Assignor acknowledges that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- B. To the extent that the Assignor owns the Invention or any Intellectual Property Rights, the Assignor has agreed to assign, and the Assignee has agreed to accept, the Invention and such Intellectual Property Rights subject to the terms and conditions of this deed.

## COVENANTS

### 1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

**"Copyright"** means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and

- (b) any database rights,

comprising or relating to the Invention as may exist anywhere in the world;

**"Design Rights"** means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;

- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;

- (c) any unregistered design rights; and

- (d) any semi-conductor topography or integrated circuit layout rights;

**"Intellectual Property Rights"** means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as may

exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

**"Invention"** means any and all inventions the subject of the Patents as improved, modified, developed or amended at any time up to the date of signing of this deed;

**"Patents"** means the patents identified in the Schedule; and

**"Patent Rights"** means all patent rights in and to the Invention as may exist or come into existence anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted.

## 2. ASSIGNMENT

- 2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to:

- (a) the Invention; and
- (b) the Intellectual Property Rights.

- 2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.

- 2.3 **Moral rights:** The Assignor waives all of the Assignor's moral rights arising from the Invention throughout the world, to the extent that the Assignor may lawfully do so.

## 3. FURTHER ACTIONS

- 3.1 If requested by the Assignee the Assignor will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to give effect to the assignment in this deed and to enable the Assignee to prosecute, maintain, renew, enforce and defend the Intellectual Property Rights.

## 4. GENERAL

- 4.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.

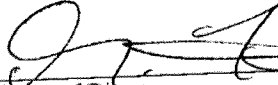
4.2 **Facsimile counterparts:**

- (a) This deed may be executed in any number of counterparts (including facsimile copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

4.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

**SIGNED AS A DEED**

SIGNED by MANFRED FRANK  
PATENT HOLDINGS LIMITED in the  
presence of:

  
\_\_\_\_\_  
Signature of Director

MANFRED FRANK  
\_\_\_\_\_  
Name of Director

4/5/10.  
\_\_\_\_\_  
Date

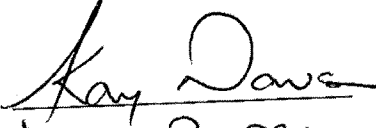
**WITNESS**

Signature:

Name:

Address:

Occupation:

  
\_\_\_\_\_  
Kay Dawson  
\_\_\_\_\_  
Cleveland  
\_\_\_\_\_  
Director

SIGNED by ASC SYSTEMS LIMITED in  
the presence of:

[Signature]  
Signature of Director  
MANNEN FRANK  
Name of Director

4/5/10.  
Date

WITNESS

Signature: [Signature]  
Name: Kay Dawson  
Address: Clevedon  
Occupation: Director

**SCHEDULE  
PATENTS**

Country	Patent No.	Title	Date Filed
Canada	2300105	Demountable Display Cabinet	12 August 1998
USA	6375284	Cabinet	12 August 1998
Canada	2423143	A Joint Arrangement for Demountable Structure	28 September 2001
Europe	1330173	A Joint Arrangement for Demountable Structure	28 September 2001
Germany	60133570	A Joint Arrangement for Demountable Structure	28 September 2001
USA	7322770	Joint Arrangement for Demountable Structure	28 September 2001