

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------|----------------|
| William ALLEN | 05/31/2010 |
| Robert WILLIAMSON | 05/31/2010 |

RECEIVING PARTY DATA

| | |
|-------------------|---------------------|
| Name: | Derek SMYTH |
| Street Address: | Villa Arc En Ciel |
| Internal Address: | Rue Du Passeur Vale |
| City: | Guernsey |
| State/Country: | UNITED KINGDOM |
| Postal Code: | GY3 5JP |

| | |
|-------------------|---------------------|
| Name: | Lauren SMYTH |
| Street Address: | Arc En Ciel |
| Internal Address: | Rue Du Passeur Vale |
| City: | Guernsey |
| State/Country: | UNITED KINGDOM |
| Postal Code: | GY3 5JP |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 11631954 |

CORRESPONDENCE DATA

Fax Number: (202)857-6395

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

Phone: 2028576000

Email: dcipdocket@arentfox.com

Correspondent Name: Arent Fox LLP

Address Line 1: 1050 Connecticut Avenue, NW

OP \$40.00 11631954

501391052

PATENT
REEL: 025541 FRAME: 0738

Address Line 2: Suite 400
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

| | |
|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 025538-00106 |
|-------------------------|--------------|

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|--------------------|---------------|
| NAME OF SUBMITTER: | Tarik M. Nabi |
|--------------------|---------------|

Total Attachments: 7

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PATENT ASSIGNMENT (SHORT)

- (1) WILLIAM ALLEN**
- (2) ROBERT WILLIAMSON**
- (3) DEREK SMYTH**
- (4) LAUREN SMYTH**

**AGREEMENT RELATING TO CERTAIN INTELLECTUAL
PROPERTY RIGHTS**

THIS DEED is made on the 31st day of May 2010

BETWEEN:

- (1) **William Allen**, 51 redshanks Road, St Mary's Island, Chatham Maritime, Kent ME4 3NX
(first "Assignor"),
- (2) **Robert Williamson**, 11 Tarland House, Bayhall Road, Tunbridge Wells, Kent TN2 4TP
(second "Assignor"),
- (3) **Derek Smyth**, Villa Arc En Ciel, Rue Du Passeur Vale, Guernsey. GY3 5JP
(first "Assignee"),
- (4) **Lauren Smyth**, Arc En Ciel, Rue Du Passeur Vale, Guernsey. GY3 5JP
(second "Assignee"),

RECITALS

- (A) The Assignors are the inventors and the applicants in respect of the patent applications, details of which are set out in part 1 of the Schedule hereto (the "Applications").
- (B) The Assignors are the sole legal and beneficial owners of the Applications and the Patents and all the rights in and to the inventions, which are the subject matter of the Patents and/or the Applications (the "Inventions").
- (D) The Assignors are the owners of certain confidential information (including, but not limited to, know-how, data, information experience, expertise) relating to, but not disclosed in, the Applications and/or Patents (the "Know-How").
- (E) The parties wish to enter into this Deed to effect the legal and beneficial transfer of rights in and to vest in the Assignees and grant the Assignees the right to the Applications and/or Patents (the "Know-How"), and use the Know-How with the same legal rights as the original two assignors. This agreement will result in the two assignors and the two assignees being equal and joint applicants with regard to the applications.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS

Except as defined in the Recitals of this Deed, all capitalised words and expressions used in this Deed shall have the same meaning ascribed to them by normal English language usage.

2. ASSIGNMENT

The Assignors hereby assign, with full title guarantee, to the Assignees:

- 2.1 a proportion of the Assignors right and title to and interest in the Inventions and the full and exclusive benefit of them throughout the world such that after the assignment all four parties will be held to be applicants on an equal basis;
- 2.2 a portion of the rights in and to the Patents and the full and exclusive benefit of them and all rights, privileges and advantages associated with them throughout the world such that after the assignment all four parties will be held to be applicants on an equal basis;
- 2.3 a portion of the rights in and to the Applications and the full and exclusive benefit of them and all rights, privileges and advantages associated with them throughout the world including, but not limited to, the right to apply for patents in all countries which were designated in any of the Applications which are PCT applications, the right to file divisional applications, continued prosecution applications, continuation applications, continuations in part applications and the rights to any patents granted from such applications such that after the assignment all four parties will be held to be applicants on an equal basis;
- 2.4 the right to apply for and obtain patent or other similar protection or registration in any territory or group of territories in respect of any of the Inventions on an equal basis with the original assignors and with the unanimous agreement of all four parties;
- 2.5 the right to claim priority from the Applications under the Paris Convention (as amended) and under any other relevant International Convention, Treaty and/or other arrangement or method for each country or territory constituted by the relevant Convention, Treaty and/or other arrangement or method in which application may be made; on an equal basis with the original assignors and with the unanimous agreement of all four parties;
- 2.6 any patent granted under the European Patent Convention or other similar forms of protection granted in respect of the Invention in any territory or group of territories, pursuant to the Applications or any further applications (in particular any territory or group of territories should and will include U.S.A.); on an equal basis with the original assignors and with the unanimous agreement of all four parties;

- 2.7 the benefit of all existing priority dates in relation to the Applications; on an equal basis with the original assignors and with the unanimous agreement of all four parties;
- 2.8 such rights as the Assignors may have to sue for and obtain injunctive relief, damages and other relief in respect of any infringement or misuse of the Patents, the Applications, any patents deriving from the Applications and/or relating to the Inventions, any of the rights conferred by the publication of the Applications or any of the other rights referred to in this Clause 2, whether such infringements take place before or after the date of this Deed; and on an equal basis with the original assignors and with the unanimous agreement of all four parties;
- 2.9 any and all other rights in and to the Inventions, Applications and/or Patents. on an equal basis with the original assignors and with the unanimous agreement of all four parties;

3. KNOW HOW

- 3.1 The Assignors hereby grant to the Assignees the full, unfettered, exclusive and royalty-free right to use the Know-How, throughout the world, including the right to apply for patent or similar protection or registration anywhere in the world in respect of all or any part of the Know-How, for such period as the Know-How remains confidential, on an equal basis with the original assignors and with the unanimous agreement of all four parties;
- 3.2 The Assignors shall disclose to the Assignees, or any person nominated by the Assignees, all the Know-How within 14 days of the date of this Deed. In particular, but without limitation, if the Assignees make any written request for any such Know-How, the Assignors shall promptly provide the same to the Assignees and in any event, within 20 working days of the Assignee's request for the same. Any disclosure of Know-How shall be delivered in such form and media as the Assignees may reasonably request and shall be at least in a form which can be understood by a person reasonably skilled in the field relating to the Inventions, on an equal basis with the original assignors and with the unanimous agreement of all four parties;
- 3.3 The Assignors jointly with the Assignees shall not use or disclose, or permit any other third party to use or disclose any of the Know-How, for any purpose, throughout the world.

4. FURTHER ASSURANCE

The Assignors undertake and covenants with the Assignees that they will, at the Assignees reasonable request and reasonable expense, do all acts and execute all documents as may reasonably be required by the Assignees (including, but not limited to, making personnel available) to:

- 4.1 enable the Assignees to obtain the full intended benefit of this Deed;
- 4.2 co-operate and assist in the defence of any claim, opposition, re-examination, re-issue, reinstatement, invalidity and/or revocation proceedings that may arise in connection with the Patents, the Applications or any patent granted pursuant to or derived from the Applications and/or Inventions;
- 4.3 record, or to assist the Assignees in recording, the Assignees as the new joint proprietor, on an equal basis with the original assignors, of the Applications and the Patents on all relevant patent registers, including, but not limited to, execution of new assignments in the form required by each patent office or patent registry.

5. CONSIDERATION

IN CONSIDERATION whereof the Assignees agree:

- 5.1 To pay the Assignors the sum of £1, the receipt of which is hereby acknowledged; and
- 5.2 To pay any and all fees costs and expenses in respect of any and all applications and issued rights resulting from the above referenced Patents made by the Assignees, at the discretion of the Assignees.

6. GOVERNING LAW AND JURISDICTION

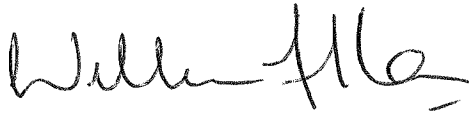
This Deed shall be governed by English law and the parties hereto irrevocably and unconditionally agree that the High Court of Justice in England shall have exclusive jurisdiction over all disputes or claims arising out of or in connection with this Deed.

IN WITNESS of which this Deed has been executed and delivered on the date written above¹.

EXECUTED as a DEED by

William Allen

(First Assignor)



Robert Williamson

(Second Assignor)



EXECUTED as a DEED by

Derek Smyth

(First Assignee)

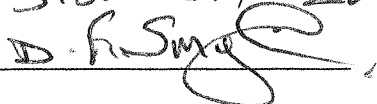


EXECUTED as a DEED by

Lauren Smyth

(Second Assignee)



31st MAY 2010


Schedule

Part 1

The Applications

| TITLE | COUNTRY | NUMBER | FILING DATE | STATUS |
|--------------------------------------|----------|----------------|-------------|--------|
| Method of laying a floor covering | European | 05758042.5 | | |
| TITLE | COUNTRY | NUMBER | FILING DATE | STATUS |
| Method of laying a flooring covering | U.S.A. | S/N 11/631,954 | | |