

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Transworld Group Limited	11/08/2010
RECEIVING PARTY DATA	
Name:	Hush Wind Energy Limited
Street Address:	Prospect Chambers, Prospect Hill
City:	Douglas
State/Country:	ISLE OF MAN
Postal Code:	IM1 1ET
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10448310
CORRESPONDENCE DATA	
Fax Number:	(646)878-0801
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	646-878-0800
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Correspondent Name:	Pearl Cohen Zedek Latzer, LLP
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Address Line 2:	12th Floor
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	P-5952-US
NAME OF SUBMITTER:	Andrew J. Cochran
Total Attachments: 11 source=Deed-of-Assignment-to-Hush#page1.tif source=Deed-of-Assignment-to-Hush#page2.tif source=Deed-of-Assignment-to-Hush#page3.tif source=Deed-of-Assignment-to-Hush#page4.tif	

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DEED OF ASSIGNMENT

Parties

- (1) TRANSWORLD GROUP LIMITED of Prospect Chambers, Prospect Hill, Douglas, Isle of Man, IM1 1ET, British Isles ('Transworld')

AND

- (2) HUSH WIND ENERGY LIMITED of Prospect Chambers, Prospect Hill, Douglas, Isle of Man, IM1 1ET, British Isles ('Hush')

Background

- A. Transworld is the absolute legal and beneficial owner of the Assets.
B. Transworld has agreed to assign and transfer all of its estate and interest in the Assets absolutely and free of encumbrance to Hush for the consideration and upon the terms, conditions and provisions of this Assignment as set out below.

Agreement

The Parties hereby agree and covenant as follows :

1.1 Definitions

The following definitions apply in this Assignment unless the context otherwise requires :

"Assets" means all of that IP , Products and Goodwill.

"Assignment" means this deed, including its Schedules, as amended or varied by the Parties.

"Confidential Information" means all information, forms, specifications, processes, statements, formulae, trade secrets, presentations, research material, documents, reports, white papers, business plans, concept documents, representations, projections, strategy documents, implantation plans and data (and copies and extracts made of or from that information and data) concerning the Products and the Goodwill.

"Copyright" means all tangible works of authorship, copyrights, copyrighted works, mask works, design rights and renewal rights whether registered or unregistered, including all applications for and pending registrations, computer software, programs, firmware and the like, including source and object codes and any derivatives of such code and which at the date of this Assignment is vested in or otherwise owned by Transworld or to which it is entitled.

"De-Froster" means that invention, comprising of frost control apparatus for protecting agricultural or horticultural crops from frost damage in situations where a temperature inversion layers is present and which is more particularly described in a letter dated 30th January 2009, and its attached specification prepared and sent to Arthur O'Connor by Watermark Patent & Trade Mark Attorneys of Melbourne, Australia.

"Goodwill" means all and any goodwill of any description pertaining directly or indirectly to the Products and includes all supplier , manufacturer, customer or licensee information , data and lists existing as the date of this Assignment.

"Hush" means Hush Wind Energy Limited and its assigns .

"Inventions" means all and any invention, concept, discovery, improvement, design, process, method, formula, apparatus, schematic, item of technology, manufacturing process or business model and which at the date of this Assignment are vested in or otherwise owned by Transworld or to which it is entitled.

"IP" means all those Patents, Trade Marks, Copyright, Rights, Know-How, Confidential Information and Inventions

"Jurisdiction" means the Isle of Man, British Isles.

"Know-How" means all knowledge, information and data no matter how recorded, stored or maintained and which pertains directly or indirectly to the Products and which exists as at the date of this Assignment or which at that date is vested in or otherwise owned by Transworld or to which it is entitled.

"Laws" means the laws for time being of the Jurisdiction.

"Patents" means all and any of those patents, patent applications and patentable rights, including any and all provisional, divisional, continuing, continuation, continuation-in-part, reissue, re-examination and foreign counterpart applications, renewals, extensions and the like as the pertain to the Products and the Inventions and which at the date of this Assignment are vested in or otherwise owned by Transworld or to which it is entitled, including but not limited to all of those briefly described and set out in Part 1 of the Schedule.

"Products" means the Wind Turbines and the De-Froster, including all components and parts thereof together with any attachments, modifications, enhancements or improvements to the same.

"Rights" means all and any rights to income, royalties, damages and payments now or at any time hereafter that are due and / or payable under or with respect to the same together with rights by way of license or otherwise over any third party products, intellectual property, proprietary or personal rights in relation to tangible or intangible property and which at the date of this Assignment are vested in or otherwise owned by Transworld or to which it is entitled, including but not limited to all of those briefly described and set out in Part 3 of the Schedule.

"Schedule(s)" means all and any schedules or appendices to this Assignment.

"Trade Marks" means all and any of the trademarks, service marks, trade dress, trade names, corporate names, domain names, trade styles, logos and product identifiers and goodwill associated with the same, whether or not registered and which at the date of this Assignment are vested in or otherwise owned by Transworld or to which it is entitled, including but not limited to all of those briefly described and set out in Part 2 of the Schedule.

"Transworld" means Transworld Group Limited, its assigns and nominees.

"Transworld Group" means Transworld Group Limited and its related and associated entities.

"Wind Turbines" means respectively the 30-blade and 6-blade wind turbines and any other forms of wind turbine or similar products the subject of the Patents of any part of the same.

1.2 Interpretation

In this Assignment, unless there is something in the subject or context inconsistent :

- (a) the Background , the Execution Page and the Schedule shall each be incorporated in and form part of the Assignment.
- (b) reference to the singular includes the plural and vice versa and a reference to a gender includes all other genders.
- (c) reference to \$ or USD is to the lawful currency of the United States of America.
- (d) reference to a person includes a natural person, a company or other entities recognised by law.
- (e) reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislation or legislative provision substituted for that legislation or legislative provision.
- (f) reference to any governmental or statutory body includes any body which replaces, succeeds to the relevant powers and functions of, or which serves substantially the same purposes or objects as such body.
- (g) other parts of speech and grammatical forms of a word or phrase defined in this Assignment shall have a correlative meaning.
- (h) reference to an agreement or document is that agreement or document (and where applicable any of its provisions) as amended , novated, supplemented or replaced from time to time.
- (i) reference to any thing is a reference to the whole or any part of it and reference to a group of things or persons is a reference to any one ore more of them.
- (j) reference to writing includes any mode of reproducing, figures or symbols in tangible and permanently visible form and includes fax and email transmission.
- (k) reference to a Party includes the party's executors, administrators, successors and permitted assigns.
- (l) reference to a deed means this Assignment.
- (m) where any obligation is imposed or benefit enures for two or more persons, the obligation binds and the benefit enures for those persons jointly and severally.
- (n) this Assignment is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this Assignment to protect itself which may be ambiguous in the circumstances.

The language in this Assignment shall be in all cases construed in accordance with its fair and common meaning and not strictly for or against any of the parties.


1.3 Headings

The headings are for ease of reference only and do not affect the interpretation of this Assignment.



Assignment

2. Assignment



Pursuant to and in consideration of full value received and acknowledged by Transworld , including the sum of \$ 1.00 now paid by Hush to Transworld (the receipt of which is hereby acknowledged) Transworld as legal and beneficial owner hereby assigns to ^{Hush} Transworld absolutely and free of encumbrance all that the legal estate, rights, interest and beneficial ownership in the Assets.

3. Transworld Warranties & Indemnity

3.1 Warranties

Transworld hereby warrants and represents that :

- (a) as at the date of this Assignment :
 - (i) it is the single absolute legal and beneficial owner of the Assets and has full right and title to the same ;
 - (ii) the Assets are unencumbered ;
 - (iii) it is not prevented or legally hindered or impaired from entering into this Assignment ; and
 - (iv) it is not insolvent and is not the subject of any winding up or external administration and has not entered into any composition or arrangement with its creditors .
- (b) prior to this Assignment, it has not entered into any agreement, license, contract or arrangement of any description in relation to the Assets that remains valid and subsisting and know of no other person's interest or rights of any description in relation to the Assets;
- (c) it is not aware of any fact or matter that may render any Patent invalid or which requires a claim made under a Patent to be revised or amended ; and
- (d) neither the execution of this Assignment nor the assignment and vesting thereby of the Assets in Transworld, is in breach of any agreement, contract or arrangement to which it is party

4. Confidentiality

Transworld agrees to retain and ensure the continuing confidentiality of the Assignment, its existence and its contents and that such remains secret and confidential between the Parties such that the existence , terms and provision of the Assignment or any copies of the same are not revealed, disclosed, transmitted or delivered by or on behalf of Transworld to any third party without the consent of Hush unless and to the limited extent that such occurs directly by virtue of and in compliance with any statute or regulation having application or an order of a court of competent jurisdiction .

5. **General Conditions**

5.1 Further Assurances

Transworld shall if and when called upon to do so by Hush, promptly and without cost or penalty to Hush, execute and do all other things from time to time that may be required of it to effect, perfect or complete the assignment and vesting of the Assets in Hush absolutely as provided for in this Assignment.

5.2 Non-Merger of Provisions

A provision of this Assignment which can and is intended to operate after its execution and conclusion shall remain in full force and effect and unless expressly so provided in this Assignment to the contrary, shall not merge with or be extinguished by any provision of any other agreement, contract, deed or arrangement into which the Parties have entered.

5.3 No Amendments without Agreement

This Assignment shall not be capable of amendment or revision without the express agreement in writing of the Parties.

5.4 Counterparts

- (a) this Assignment may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument.
- (b) this Assignment is not binding on any Party unless one or more counterparts have been duly executed by , or on behalf of, each person named as a Party to this deed.

5.5 Jurisdiction

This Assignment shall be deemed to have been made in the Isle of Man, British Isles and shall be construed and governed by the laws of the Isle of Man and the Parties submit to the non exclusive jurisdiction of the courts of the Isle of Man.

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SCHEDULE

Part 1 (Patents)

30 – Blade Wind Turbine

Title/Mark	Country	Applicant	App No	App Date	Status
		Priority Country	Reg No	Reg Date	
			Priority No	Priority Date	
Improved Turbine	Australia	Arthur Benjamin O'Connor	2003205021	30/05/2003	Granted
			2003205021	30/05/2003	
			Australia	PS2667	
Improved Turbine	Brazil	Arthur Benjamin O'Connor	0311312-4	30/05/2003	Examination Requested
			Australia	PS2667	
Improved Turbine	Canada	Arthur Benjamin O'Connor	2,487,108	30/05/2003	Granted
			2487108	30/05/2003	
			Australia	PS2667	
Improved Turbine	China	Arthur Benjamin O'Connor	03802635.X	30/05/2003	Granted
			ZL 03802635.X	28/05/2008	
			Australia	PS2667	
Improved Turbine	Colombia	Arthur Benjamin O'Connor	04.119.794	30/05/2003	Accepted
			Australia	PS2667	
Improved Turbine	Costa Rica	Arthur Benjamin O'Connor	7599	30/05/2003	Application Filed
			Australia	PS2667	
Improved Turbine	Croatia	Arthur Benjamin O'Connor	P20041140A	30/05/2003	Granted
			P20041140	08/08/2007	
			Australia	PS2667	
Improved Turbine	Eurasian Patent	Arthur Benjamin O'Connor	200401592	30/05/2003	Granted
			006361	29/12/2005	
			Australia	PS2667	
Improved Turbine	European Patent Application	Arthur Benjamin O'Connor	03 724 643.6	30/05/2003	Application Filed
			Australia	PS2667	
Improved Turbine	Georgia	Arthur Benjamin O'Connor	AP 2003 008573	30/05/2003	Granted
			P 4004	30/05/2003	
			Australia	PS2667	

Improved Turbine	Hong Kong	Arthur Benjamin O'Connor	05105784.4	30/05/2003	Granted
			HK1073150	22/08/2008	
Improved Turbine	India	Arthur Benjamin O'Connor	Australia	PS2667	30/05/2002
			2675/CHENP/2004	30/05/2003	Granted
Improved Turbine	Indonesia	Arthur Benjamin O'Connor	205682	30/05/2003	Granted
			PS2667	30/05/2002	
Improved Turbine	Indonesia	Arthur Benjamin O'Connor	W-00200402928	30/05/2003	Granted
			ID 0 018 156	22/09/2006	
Improved Turbine	Japan	Arthur Benjamin O'Connor	Australia	PS2667	30/05/2002
			2004-509272	30/05/2003	Granted
Improved Turbine	Macau	Arthur Benjamin O'Connor	4174473	22/08/2008	Granted
			PS2667	30/05/2002	
Improved Turbine	Macau	Arthur Benjamin O'Connor	J/235	30/05/2003	Granted
			J/000235	05/08/2008	
Improved Turbine	Mexico	Arthur Benjamin O'Connor	Australia	PS2667	30/05/2002
			PA/a/2004/011735	30/05/2003	Granted
Improved Turbine	Montenegro	Arthur Benjamin O'Connor	266725	14/05/2009	Granted
			PS2667	30/05/2002	
Improved Turbine	Montenegro	Arthur Benjamin O'Connor	P-99/09	30/11/2004	Application Filed
			Australia	PS2667	
Improved Turbine	New Zealand	Arthur Benjamin O'Connor	536774	30/05/2003	Granted
			536774	30/05/2003	
Improved Turbine	Norway	Arthur Benjamin O'Connor	Australia	PS2667	30/05/2002
			20045028	30/05/2003	Granted
Improved Turbine	Philippines	Arthur Benjamin O'Connor	1-2004-501888	30/05/2003	Granted
			1-2004-501888	03/10/2008	
Improved Turbine	Serbia	Arthur Benjamin O'Connor	Australia	PS2667	30/05/2002
			P-1042/04	30/05/2003	Granted
Improved Turbine	South Africa	Arthur Benjamin O'Connor	Australia	PS2667	30/05/2002
			2004/9235	30/05/2003	Granted
Improved Turbine	South Africa	Arthur Benjamin O'Connor	2004/09235	28/09/2005	Granted
			Australia	PS2667	

Improved Turbine	South Korea	Arthur Benjamin O'Connor	10-2004-7019434	30/05/2003	Granted
			0659591	13/12/2006	
Improved Turbine	Sri Lanka	Arthur Benjamin O'Connor	13541	30/05/2003	Application Filed
			Australia	PS2667	
Improved Turbine	United Arab Emirates	Arthur Benjamin O'Connor	488/2004	30/05/2003	Application Filed
			Australia	PS2667	
Improved Turbine	United States of America	Arthur Benjamin O'Connor	10/448.310	30/05/2003	Granted
			6,786,697	07/09/2004	
		Australia	PS2667	30/05/2002	

6 - Blade Wind Turbine

Title/Mark	Country	Applicant	App No Reg No	App Date Reg Date	Status
		Priority Country	Priority No	Priority Date	
Wind Turbine	Australia	Arthur Benjamin O'Connor	2006235885	04/10/2006	Granted
			2006235885	04/10/2006	
Wind Turbine	Canada	Arthur Benjamin O'Connor	2005905474	04/10/2005	Application Filed
			2,624,646	04/10/2006	
Wind Turbine	China	Arthur Benjamin O'Connor	2005905474	04/10/2005	Granted
			200680036995.0	04/10/2006	
Wind Turbine	Eurasian Patent	Arthur Benjamin O'Connor	200801006	04/10/2006	Granted
			2005905474	04/10/2005	
Wind Turbine	European Patent Application	Arthur Benjamin O'Connor	06 790 322.9	04/10/2006	Application Filed
			2005905474	04/10/2005	
Wind Turbine	Gulf Cooperation Council	Arthur Benjamin O'Connor	GCC/P/2006/7012	04/10/2006	Granted
			2005905474	04/10/2005	
Wind Turbine	Hong Kong	Arthur Benjamin O'Connor	09103171.6	04/10/2006	Application Filed
			2005905474	04/10/2005	
Wind Turbine	India	Arthur Benjamin O'Connor	3465/DELNP/2008	04/10/2006	Application Filed
			2005905474	04/10/2005	

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Wind Turbine	Indonesia	Arthur Benjamin O'Connor	W-00200801110	04/10/2006	Examination Requested
Wind Turbine	Macao	Arthur Benjamin O'Connor	Australia 2005905474	04/10/2005	Application Filed
Wind Turbine	Malaysia	Arthur Benjamin O'Connor	Australia 2005905474	04/10/2005	Application Filed
Wind Turbine	New Zealand	Arthur Benjamin O'Connor	PI 20080852	04/10/2006	Application Filed
Wind Turbine	Taiwan	Arthur Benjamin O'Connor	Australia 2005905474	04/10/2005	Official Action Issued
Wind Turbine	United States of America	Arthur Benjamin O'Connor	095136132	29/09/2006	Examination Requested
			Australia 2005905474	04/10/2005	
			12/089.229	04/10/2006	Application Filed
			Australia 2005905474	04/10/2005	

Part 2 (Trademarks)

Trade & Service Marks

Title/Mark	Country	Applicant	App No Reg No	App Date Reg Date	Status	Your Ref
		Priority Country	Priority No	Priority Date		WM Ref
O'CONNOR HUSH ENERGY	Australia	Arthur Benjamin O'Connor	1055988	18/05/2005	Registered	Hush Turbine T22599AU00
			1055988	18/05/2005		

List of Goods:

- 07 Machines and machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); machines, systems and installations for the generation, transmission and distribution of electricity; wind powered turbines; generators of electricity; parts and fittings for any of the foregoing goods

HUSH TURBINE	Australia	Arthur Benjamin O'Connor	1078076	28/09/2005	Registered	Hush Turbine T23025AU00
			1078076	28/09/2005		

List of Goods:

- 07 Machines and machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); machines, systems and installations for the generation, transmission and distribution of electricity; wind powered turbines; generators of electricity; parts and fittings for any of the foregoing goods

Domains

hushenergy.com, hushturbine.com , hushturbine.com.au and hushenergy.com.au

**Part 3
(Rights)**

All claims, causes of action, rights in damages and other rights and benefits of whatever description vested in Arthur Benjamin O'Connor ('ABO') and arising from or by virtue of :

1. The Claim brought by ABO in the Supreme Court of Queensland, Brisbane Registry, No. 13450/09 as between Arthur O'Connor (Plaintiff) and Arthur David Dewis (First Defendant), Murray Walter Seymour (Second Defendant) John Maxwell Glass (Third Defendant), Dennis John Fahey (Fourth Defendant) ad William Brazier (Fifth Defendant).
2. An Agreement dated 1st August 2009 as between Arthur O'Connor and Trimet Holdings Limited.
3. Confidentiality Deed dated 29th July 2005 as between Hush Wind Energy Pty Ltd and George Street Steam Pty Ltd t/a S. J. Cheesman

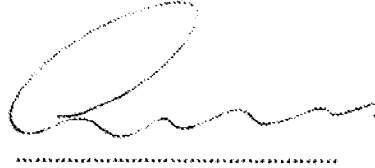
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EXECUTION PAGE

EXECUTED as a deed on 8th day November 2010

Signed by **STEPHEN JOHN CUMMINS**
as authorized signatory for and on behalf
of **TRANSWORLD GROUP LIMITED.**

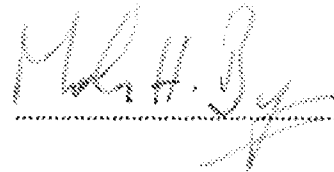


Before me,



.....
Witness

Signed by **MARK HATTON BYRNE**
as authorized signatory for and on behalf
of **HUSH WIND ENERGY LIMITED.**



.....
Witness

