

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ASC Systems Limited	02/18/2011
RECEIVING PARTY DATA	
Name:	Frank Europe GmbH
Street Address:	Schwabenheimer Weg 11
City:	Bad Kreuznach
State/Country:	GERMANY
Postal Code:	55543
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6375284
Patent Number:	7322770
CORRESPONDENCE DATA	
Fax Number:	(408)720-8383
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	310-207-3800
Email:	alexis_karriker@bstz.com
Correspondent Name:	Blakely, Sokoloff, Taylor & Zafman LLP
Address Line 1:	1279 Oakmead Parkway
Address Line 4:	Sunnyvale, CALIFORNIA 94085-4040
ATTORNEY DOCKET NUMBER:	69070P003 & P004
NAME OF SUBMITTER:	Eric S. Hyman
Total Attachments: 5 source=69070p003_p004_Assignment_051211#page1.tif source=69070p003_p004_Assignment_051211#page2.tif source=69070p003_p004_Assignment_051211#page3.tif source=69070p003_p004_Assignment_051211#page4.tif source=69070p003_p004_Assignment_051211#page5.tif	

CH \$80.00 6375284

ASC SYSTEMS LIMITED

FRANK EUROPE GmbH

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS

19 *h.*

PARTIES

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

FRANK EUROPE GmbH, a German company of Schwabenheimer Weg 11, 55543, Bad Kreuznach, Germany ("Assignee")

INTRODUCTION

- A. The Assignor is the owner of the Intellectual Property Rights.
- B. The Assignor has agreed to assign, and the Assignee has agreed to accept, the Inventions 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 all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works comprising or relating to the Inventions 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 Inventions 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; and
- (c) any unregistered design rights;

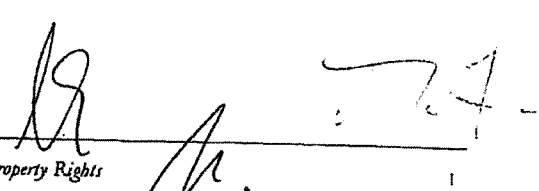
"Intellectual Property Rights" means the Patent Rights, Copyright and Design Rights;

"Inventions" means the inventions the subject of the Patents;

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

"Patent Rights" means all patent rights in and to the Inventions 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 Inventions in any country;

Handwritten signatures and initials in black ink, including a large stylized signature and the number '74'.

- (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; and
- (d) the Patents.

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 Inventions; 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.

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 ASC SYSTEMS LIMITED by its sole director Manfred Frank in the presence of:

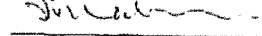


Signature of Manfred Frank, Director

18-02-2011

Date

WITNESS

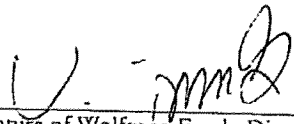
Signature: _____

Name: _____

Address: STEPHEN MATTHEW CAMERON TEMM
SOLICITOR

Occupation: WAIKAKURA

SIGNED by FRANK EUROPE GmbH by its directors Wolfgang Frank and Thomas Kurz:



Signature of Wolfgang Frank, Director

14.3.2011

Date



Signature of Thomas Kurz, Director

14.3.2011

Date

SCHEDULE

PATENTS

Country	Patent No.	Title	Date Filed
Canada	CA2300105	Demountable Display Cabinet	12 August 1998
USA	6375284	Cabinet	12 August 1998
Canada	CA2423143	A Joint Arrangement for Demountable Structure	28 September 2001
United Kingdom	1330173	A Joint Arrangement for Demountable Structure	28 September 2001
Germany	DE60133570.8	Joint Arrangement has a Joiner Element having Projection Engageable to Respective Structural Elements and a Spine	28 September 2001
USA	7322770	Joint Arrangement for Demountable Structure	28 September 2001

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Deed of Assignment of Intellectual Property Rights

