

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
John McGavigan Limited	11/06/2009
<b>RECEIVING PARTY DATA</b>	
Name:	John McGavigan Automotive Electronics Limited
Street Address:	111 Westerhill Road
Internal Address:	Bishopbriggs
City:	Glasgow, Scotland
State/Country:	UNITED KINGDOM
Postal Code:	G64 2QR
<b>PROPERTY NUMBERS Total: 4</b>	
Property Type	Number
Patent Number:	6158156
Patent Number:	7431373
Patent Number:	7396147
Application Number:	11666768
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(919)854-1401
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919-854-1400
Email:	bmedlin@myersbigel.com
Correspondent Name:	Myers Bigel Sibley & Sajovec, PA
Address Line 1:	PO Box 37428
Address Line 4:	raleigh, NORTH CAROLINA 27627
ATTORNEY DOCKET NUMBER:	9013-79/9013-6
NAME OF SUBMITTER:	Betty-Lou Medlin

**CH \$160.00 6158156**

**Total Attachments: 9**

source=901379Assn#page1.tif

source=901379Assn#page2.tif

source=901379Assn#page3.tif

source=901379Assn#page4.tif

source=901379Assn#page5.tif

source=901379Assn#page6.tif

source=901379Assn#page7.tif

source=901379Assn#page8.tif

source=901379Assn#page9.tif

**ACQUISITION OF BUSINESS AND  
ASSETS OF JOHN MCGAVIGAN  
LIMITED (IN ADMINISTRATION)**

**ACQUISITION OF ENTIRE ISSUED  
SHARE CAPITAL OF JOHN  
MCGAVIGAN AUTOMOTIVE  
ELECTRONICS LIMITED**

November 2009

Book of transactions documents



Ley & McRae  
266 St Vincent Street  
Glasgow  
G2 5RL  
Tel: 0141 307 2311  
Fax: 0141 307 6857  
[www.lemr.co.uk](http://www.lemr.co.uk)

43. Prerogation of Jurisdiction

The parties hereto, insofar as not already subject thereto, hereby prorogate the non-exclusive jurisdiction of the Court of Session:

IN WITNESS WHEREOF this Agreement consisting of this and the preceding 69 pages, together with the Schedule annexed, is executed as follows:

SIGNED for and on behalf of the said JOHN MCGAVIGAN AUTOMOTIVE ELECTRONICS LIMITED

at Glasgow on the 6th day of November Two Thousand and Nine

[Signature] Director

by DAVID FRANCIS TAYLOR director in the presence of the witness:

[Signature] Witness
MAREK PAWEL SLOTT Full Name
166 St Vincent St Address
Glasgow G1

SIGNED for and on behalf of the said JOHN MCGAVIGAN LIMITED (in administration)

at Glasgow on the 6th day of November Two Thousand and Nine

[Signature] Administrator

by DEEVO ANTHONY FRITH, one of the Administrators (acting (save in respect of Clause 25 (Administrators)) as agent of John McGavigan Limited (in administration) and without personal liability) in the presence of this witness:

This fax was received by GFI FAXmaker fax server. For more information, visit: http://www.gfi.com

DECLASSIFIED AND OUT OF CONTROL INFORMATION LOCAL SETS SYSTEMS AND RECORDS MANAGEMENT FILES IN KY00000001\_0000 LYM

Philip Kozicki ..... Witness  
PHILIP CLAY KOSICKO ..... Full Name  
EXCHANGE BLVD ..... Address  
EDMUNDSVILLE .....

SIGNED BY  
WELSH ANTHONY FRUAE  
 at CLAREMONT

on the 6 day of November Two Thousand and  
 Nine

for and on behalf of the Administrators (for the sole  
 purpose of obtaining the benefit of Clause 28 and any  
 other provision in their favour and without any personal  
 liability whatsoever)

W. A. F.  
 Administrator

In the presence of this witness:

Philip Kozicki ..... Witness  
PHILIP CLAY KOSICKO ..... Full Name  
EXCHANGE BLVD ..... Address  
EDMUNDSVILLE .....

This fax was received by GFI FAXmaker fax server. For more information, visit <http://www.gfi.com>

SALE AND PURCHASE AGREEMENT

among

John McGavigan Automotive Electronics Limited

and

John McGavigan Limited (in administration)

and

The Administrators

CERTIFIED A TRUE COPY

*Philip K...  
SHEPHERD AND WEDDERBURN LLP*

SHEPHERD AND WEDDERBURN LLP

*10/11/9*

DATE

SHEPHERD AND WEDDERBURN LLP  
CLAYDON HOUSE,  
11 ST PAUL'S CHURCHYARD  
LONDON EC4M 8AL  
LONDON EC4M 8AL  
T: +44 (0)20 7429 4000  
F: +44 (0)20 7429 5000  
WWW.SHWEDD.CO.UK

Ref: K0637.123/PCK

REEL 026803 & Business Sale Agreement - McGavigan

AGREEMENT

among

JOHN MCGAVIGAN AUTOMOTIVE ELECTRONICS LIMITED, a company incorporated in Scotland under the Companies Acts (Company Number SC144766) and having its registered office at 111 Westerhill Road, Bishopbriggs, Glasgow, G64 2QR (the "Purchaser")

and

JOHN MCGAVIGAN LIMITED (in administration), a company incorporated in Scotland under the Companies Acts (Company Number SC012079) and having its registered office at c/o KPMG LLP, 191 West George Street, Glasgow G2 2LJ (the "Seller"), acting through its Joint Administrators, Blair Carnegie Nimmo and Gerard Anthony Friar of KPMG LLP, 191 West George Street, Glasgow G2 2LJ, acting (save in respect of Clause 28 (Administrators)) as agents of the Seller and without personal liability (the "Administrators")

and

THE ADMINISTRATORS

WHEREAS

- (A) The Administrators were appointed joint administrators of the Seller to manage the affairs, business and property of the Seller pursuant to an appointment by the directors of the Seller on 14 September 2009.
- (B) The Purchaser has agreed to purchase and the Seller (acting by the Administrators) has agreed to sell whatever right, title and interest the Seller may have in and to the Business and the Assets (as hereinafter defined) on the following terms and conditions.

WHEREBY IT IS AGREED as follows:

\\D:\DOCUMENTS\AMU\SETTLEMENT\NAMAREL\LEGAL SETTLEMENTS\TEMPORARY INTERNET FILES\KPMG\2009-07-06\_6.DOC LYM

## 1. Interpretation

1.1 In this Agreement the following words and expressions shall, except where otherwise expressly stated, have the following meanings:

"Administrators' Solicitors"	Shepherd and Wedderburn LLP, 1 Exchange Crescent, Conference Square, Edinburgh EH3 8UL;
"Administrators' Solicitors' Bank Account"	Shepherd and Wedderburn LLP Client Account No. 00102110 held at Bank of Scotland plc's branch at New Uberior House, 11 Earl Grey Street, Edinburgh EH3 9BN (Sort Code 80-26-26);
"Agreed Form"	in a form and in terms agreed between the parties and signed for the purposes of identification as such by the Purchaser's Solicitors and the Administrators' Solicitors;
"Agreement"	this agreement, including the Schedule;
"Assets"	together: <ul style="list-style-type: none"> <li>(i) the Equipment;</li> <li>(ii) the Stock;</li> <li>(iii) the Goodwill;</li> <li>(iv) the Contracts;</li> <li>(v) the Lease;</li> <li>(vi) the Vehicle;</li> <li>(vii) the Claims; and</li> <li>(viii) the Business Intellectual Property,</li> </ul> but excluding therefrom the Excluded Assets;
"Bank"	Clydesdale Bank plc;
"Business"	the business of manufacturing decorative plastic components as carried on by the Seller up to the Completion Time, and all business ancillary to that business;
"Business Day"	a day other than a Saturday or a Sunday on which banks are generally open for business in Edinburgh;
"Business Intellectual Property"	any Intellectual Property Rights as may be owned by the Seller in relation to the Business or to which the Seller has in relation to the Business as at the Completion Date including



such rights to the business name (John McGavigan Limited) and those Intellectual Property Rights shortly described in Part 2 of the Schedule;

"Claims" the benefit (insofar as the Seller, acting by the Administrators, can transfer the same) of all rights which the Seller has against third parties relating to the Equipment, the Stock and the Vehicle as at the Completion Time (including all manufacturers and suppliers' warranties and representations in connection therewith) but excluding, for the avoidance of doubt:

- (i) any rights or remedies of the Seller against any third party which arise as a result of or in connection with (in each case whether directly or indirectly) any Pre-Completion Seller Supply; and
- (ii) any right of the Seller under or in respect of an insurance policy maintained by the Seller (whether before, on or after the Completion Date);

"Completion" completion of the sale and purchase of the Business and the Assets in terms of this Agreement;

"Completion Date" the date of this Agreement;

"Completion Time" 9.00am on the Completion Date;

"Consideration" the sum of [REDACTED]

"Contracts" (to the extent that the same remain in force at the Completion Time and to the extent provided for in this Agreement) the benefit but subject always to the burden of:

- (i) all Purchase Agreements;
- (ii) all Sales Agreements;
- (iii) all IT Contracts; and
- (iv) all IP Contracts;

"Customers" purchasers of the finished goods, unfinished goods or work in progress of the Business;

"Debts" all book, trading or other debts of whatsoever nature

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

## SCHEDULE

## Part 2

## Business Intellectual Property

## Patent Applications

Headline Product/Process Description	Country	Patent No.	Patented (Grant Date)	Patent Application	Patent Applied for (date)
PVDF Coating	Europe	-	-	03251523.1	13.03.2003
DSTL Switch Panel	Hong Kong	-	-	UK Pat. Appl no 0522333.4 Pub No 2419742	30.06.2005
DSTL Switch Panel	International	-	-	PCT/GB/2005/004213 Pub No. WO2006/048627	

## Patents

Headline Product/Process Description	Country	Patent No.	Patented (Grant Date)	Patent Application	Patent Applied for (date)
3D formed multi-layered sheet material	Germany/ Europe	198 01 985	03.07.03	198 01 985	20.01.1998
High temperature resistant flexible printing ink	Germany	193 32 570	28.03.02	198 32 570	20.07.1998
Multi-layered covering for multi-functional automotive rear lights	Europe	EP0352368 (Germany 198 18 009)	Eur-29.06.05 Ger-22.05.03	198 18 009	22.04.1998
Method of preparing plastic mouldings having a flocced visible surface comprising transmittable printed sections	Germany	100 58 090	02.10.2002	100 58 090	24.11.2000
Illuminated Silver Rings	UK	2395832B	19.04.2006	0126788.8 0326700.2	
Integral Button	Europe	-	-	3251479.6	
Display Panel	Canada	-	-	22 38 072	30.10.1998
Display Panel	USA	6,158,156	12.12.2000	09/051,950	30.10.1998

\\\\DOCUMENTS\\AND SETTINGS\\SMB\\AMAR\\LOCAL SETTINGS\\TEMPORARY INTERNET FILES\\CLOCK902475\_8.DOC 1/1/01

This fax was received by CFI FAXmaker fax server. For more information, visit: <http://www.cfi.com>

Headline Product/Process Description	Country	Patent No.	Patented (Grant Date)	Patent Application	Patent Applied for (date)
Display Panel	Europe	858,647	29.09.1999	98935116.2	30.12.1996
Display Panel	Japan	3,996,192	12.08.2007	09 517142	30.10.1996
Display Panel	Korea	422,744	02.03.2004	98-703165	--
Display Panel	Mexico	204,470	01.10.2001	9803471	--
PVDF Coating	USA	--	--	10/388,323 US2004/0021961	05.02.2004
PVDF Coating	UK	G82388461	22.02.06	0205929.3 Serial 2388461A	13.03.2002
Silver Rings	Europe	EP1525112	05.09.07	3768461.3	30.07.03
Silver Rings	USA			10/523056	30.07.2003
DSTL Switch Panel	UK			522333.4	02.11.2004

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>