### 501893167 04/19/2012

### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
PROFEC TECHNOLOGIES LIMITED	01/11/2012

# RECEIVING PARTY DATA

Name:	ETAL (UK) LIMITED
Street Address:	UNIT 2 MID SUSSEX BUSINESS PARK
Internal Address:	FOLDERS LANE EAST, DITCHING
City:	EAST SUSSEX
State/Country:	UNITED KINGDOM
Postal Code:	BN6 8SG

### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	D426815

### **CORRESPONDENCE DATA**

Fax Number: (609)896-1469

Email: ipdocket@foxrothschild.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Flynn Barrison
Address Line 1: 997 Lennox Drive

Address Line 2: Building 3

Address Line 4: Lawrenceville, NEW JERSEY 08648

ATTORNEY DOCKET NUMBER:	39418.00006
NAME OF SUBMITTER:	Flynn Barrison

Total Attachments: 10

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PATENT REEL: 028070 FRAME: 0675

# PROFEC HOLDINGS LIMITED (IN LIQUIDATION)

and

PROFEC TECHNOLOGIES LIMITED (IN LIQUIDATION)

and

ETAL (UK) LIMITED

# DEED OF ASSIGNMENT OF GOODWILL AND INTELLECTUAL PROPERTY RIGHTS

pdt solicitors

premier house, 36-48 queen street horsham, west sussex RH13 5AD t: 01403 262333 f: 01403 262444

> PATENT REEL: 028070 FRAME: 0676

### **BETWEEN**

- (1) PROFEC HOLDINGS LIMITED (IN LIQUIDATION) (registered in England and Wales with company number 02815611) and PROFEC TECHNOLOGIES LIMITED (IN LIQUIDATION) (registered in England and Wales with company number 00938480) ("PTL") (together the "Assignors") both acting by their joint liquidators Anthony Murphy licensed insolvency practitioner of Harrisons Business Recovery and Insolvency Limited, 4th Floor, 25 Shaftesbury Avenue, London W1D 7EQ and Robert Horton, licensed insolvency practitioner of Leonard Curtis, One Great Cumberland Place, London W1H 7LW (the "Liquidators"); and
- (2) **ETAL (UK) LIMITED** (registered in England and Wales with company number 06501540) whose registered office is at Unit 2 Mid Sussex Business Park, Folders Lane East, Ditching, East Sussex BN6 8SG ("the Assignee").

### **BACKGROUND**

- (A) The Assignors are the proprietors of the Intellectual Property and the Goodwill (as defined below).
- (B) On 15th April 2010 the Liquidators were appointed to act as liquidators of the Assignors.

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The Assignors have agreed to the assignment of the Intellectual Property and (C) the Goodwill to the Assignee.

### IT IS HEREBY AGREED as follows:

#### 1. **Definitions and Interpretation**

1.1 In this Assignment where the context so admits the following words and expressions shall have the following meanings:

Business

means the business of manufacturing of distribution of electronic and

components

Goodwill

**Intellectual Property** 

the goodwill and other know-how of

the Business and the exclusive right for

the Assignee to represent itself as

carrying on the Business in succession

to the Assignors and to use all trade

names associated with the Business,

including but not limited to the Name

means trademarks or names and service

marks (whether or not registered or

capable of registration), copyrights,

database rights, the right to apply for

and applications for any of the

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preceding items, together with processes, software, know-how, trade or business secrets, confidential information or any similar process or other similar right or asset capable of protection enjoyed or used, represented to be used, or licensed in relation to the Business at the date of this Deed and owned by the Assignors to include but not limited to:

i. all the domain names and websites owned and/or used by the Assignors in connection with the Business; and
 ii. the patents, trademarks and registered designs of PTL as detailed in the Schedule to this Assignment
 means 'ETAL' and any derivate

Name

## 2. Assignment of Rights

2.1 The Assignors hereby assign unto the Assignee by way of this Deed whatever right, title and interest in the Intellectual Property and the Goodwill as the Assignors may hold.

thereof.

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2.2 The Assignors hereby agree to complete all necessary acts and things as may

be reasonably requested by the Assignee at the Assignee's cost and expense

to enable the Assignee to be officially recorded as proprietor of the

Intellectual Property and the Goodwill.

3. Third Party Rights

This Assignment is not intended to benefit or be enforceable by any third

party under the Terms of the Contracts (Rights of Third Parties) Act 1999

except as expressly stated herein.

4. No Personal Liability

The parties to this Assignment acknowledge that each of the Liquidators are

acting as agent for the Assignors only and without personal liability on his part

or on the part of part of his firm, partners, employees or agents.

5. Counterparts

This Assignment may be executed in any number of counterparts, each of

which when executed and delivered shall constitute an original of this

Assignment, but all the counterparts shall together constitute the same

document.

6. Entire Agreement

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This Assignment constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

7. Governing Law and Jurisdiction

This Assignment shall be governed and construed in accordance with the laws of England and Wales and the Courts of England shall have exclusive

jurisdiction in any dispute arising from this Assignment.

IN WITNESS whereof this Deed of Assignment has been duly executed by the parties

hereto and is intended to be and is hereby delivered the day and year first before

written.

THE SCHEDULE

Patents, Trademarks and Registered Designs in the name of PTL

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Patents Trade Marks and Registered Designs in the name of Profet Technologies Ltd

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Name of Witness: JAPAG JOUGS	
Signature of Witness:	
Address of Witness: 40 Harrisons	
4th Floor, 25 Sheflebery Avence	
AAAAA	
W/Q76Q	
Occupation: Assembly	
SIGNED and delivered as a deed for and on behalf of	)
SIGNED and delivered as a deed for and on behalf of ETAL (UK) LIMITED by DANIEL PHELAN, director, in	
ETAL (UK) LIMITED by DANIEL PHELAN, director, in	
ETAL (UK) LIMITED by DANIEL PHELAN, director, in	)
ETAL (UK) LIMITED by DANIEL PHELAN, director, in	)
ETAL (UK) LIMITED by DANIEL PHELAN, director, in the presence of:-	)
ETAL (UK) LIMITED by DANIEL PHELAN, director, in the presence of:-	)
ETAL (UK) LIMITED by DANIEL PHELAN, director, in the presence of:-  Name of Witness:	)
ETAL (UK) LIMITED by DANIEL PHELAN, director, in the presence of:-  Name of Witness:	)

Occupation:

Name of Witness:	
Signature of Witness:	
Address of Witness:	
Occupation:	
SIGNED and delivered as a deed for and on behalf of	)
ETAL (UK) LIMITED by DANIEL PHELAN, director, in	· 1/2. 1/2.
the presence of:-	
	)
	)
Name of Witness: GILLIAN STILES	
Signature of Witness: Lillia NESTILE	
Address of Witness: 22 FAIRFORD CLOSE	
HAYWARDS HEATH W.SWIEX	
RH16 36 F	
Occupation: ACCOUNTANT	

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