

## 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
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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 source=Completed Deed of Assignment of Goodwill and IPR 11.01.12.docx#page1.tif source=Completed Deed of Assignment of Goodwill and IPR 11.01.12.docx#page2.tif source=Completed Deed of Assignment of Goodwill and IPR 11.01.12.docx#page3.tif	

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DATED

11 January

2012

PROFEC HOLDINGS LIMITED (IN LIQUIDATION)

and

PROFEC TECHNOLOGIES LIMITED (IN LIQUIDATION)

and

ETAL (UK) LIMITED

---

**DEED OF ASSIGNMENT  
OF GOODWILL AND  
INTELLECTUAL PROPERTY RIGHTS**

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

  
**PATENT**

**REEL: 028070 FRAME: 0676**

THIS DEED is made the

11 day of January

2011

**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, 4<sup>th</sup> 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 15<sup>th</sup> April 2010 the Liquidators were appointed to act as liquidators of the Assignors.



- (C) The Assignors have agreed to the assignment of the Intellectual Property and 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 and distribution of electronic components

**Goodwill** 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

**Intellectual Property** 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

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

**Name** means 'ETAL' and any derivate thereof.

## **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.

- 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**



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**

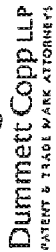
This Assignment shall be governed and construed in accordance with the laws of England and Wales and the Courts of England shall have exclusive jurisdiction in any dispute arising from this Assignment.

**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



[illegible]

REEL: 028070 FRAME: 0682

SIGNED and delivered as a deed for and on behalf of )

PROFEC HOLDINGS LIMITED (IN LIQUIDATION) acting )

by its Liquidator ANTHONY MURPHY but without )

personal liability in the presence of:- )



Name of Witness: JAMES JONES

Signature of Witness: 

Address of Witness: c/o HARRISONS

4th FLOOR, 25 Shaftsbury Avenue

LONDON

W10 7EQ

Occupation: ACCOUNTANT

SIGNED and delivered as a deed for and on behalf of )

PROFEC TECHNOLOGIES LIMITED (IN LIQUIDATION) )

acting by its Liquidator ANTHONY MURPHY but without )

personal liability in the presence of:- )



Name of Witness: JAMES JONES

Signature of Witness: [Signature]

Address of Witness: 40 HARRISON

4<sup>th</sup> Floor, 25 Shaftesbury Avenue

London

W.D. 7EQ

Occupation: Accountant

SIGNED and delivered as a deed for and on behalf of )

ETAL (UK) LIMITED by DANIEL PHELAN, director, in )

the presence of:- ) .....

)

)

Name of Witness: .....

Signature of Witness: .....

Address of Witness: .....

.....

.....

.....

Occupation: .....

Name of Witness: .....

Signature of Witness: .....

Address of Witness: .....

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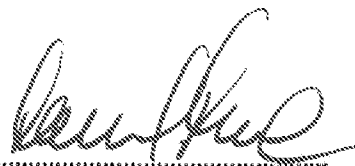
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Occupation: .....

**SIGNED** and delivered as a deed for and on behalf of )

**ETAL (UK) LIMITED** by **DANIEL PHELAN**, director, in )

the presence of:- )



)

)

Name of Witness: GILLIAN STILES

Signature of Witness: Gillian Stiles

Address of Witness: 22 FAIRFORD CLOSE

HAYWARDS HEATH, W. SUSSEX

RH16 3EF

Occupation: ACCOUNTANT