

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Unifix Limited	08/31/2012
RECEIVING PARTY DATA	
Name:	Hexstone Limited
Street Address:	Opal Way
Internal Address:	Stone Business Park, Stone
City:	Staffordshire
State/Country:	UNITED KINGDOM
Postal Code:	ST15 0SW
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6322307
CORRESPONDENCE DATA	
Fax Number:	7136220220
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7136227005
Email:	ttumey@tumeyllp.com
Correspondent Name:	Tod T. Tumey
Address Line 1:	P.O. Box 22188
Address Line 4:	Houston, TEXAS 77227-2188
ATTORNEY DOCKET NUMBER:	2050-00500
NAME OF SUBMITTER:	Tod T. Tumey
Total Attachments: 8 source=Assignment-2050-00500#page1.tif source=Assignment-2050-00500#page2.tif source=Assignment-2050-00500#page3.tif source=Assignment-2050-00500#page4.tif source=Assignment-2050-00500#page5.tif source=Assignment-2050-00500#page6.tif source=Assignment-2050-00500#page7.tif source=Assignment-2050-00500#page8.tif	

OP \$40.00 6322307

DEED OF ASSIGNMENT

THIS DEED is made this 31st day of August 2012

BETWEEN Unifix Limited, a company incorporated in England and Wales with the number 3328667 and having its registered office at PO Box 21 Boroughbridge Road, Ripon, North Yorkshire, HG4 1SL ("the Assignor")

- and -

Hexstone Limited, a company incorporated in England and Wales with the number 436243 and having its registered office at Opal Way, Stone Business Park, Stone, Staffordshire, ST15 0SW ("the Assignee").

WHEREAS:-

- (A) The Assignor is the registered proprietor of the Trade Marks the Patents and the Designs (as defined below)
- (B) The Assignor has agreed to assign the Trade Marks and the Patents and Designs to the Assignee upon the terms of this Deed.

IT IS AGREED:-

1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply in this Deed.

Business: means that part of the business carried on by Wolseley UK Limited (Company No. 636445) as at the date of this Deed comprising the business of the distribution of fasteners and fixing products.

Designs: the registered design, short particulars of which are set out in the Second Schedule.

Patents: the patents, short particulars of which are set out in the Second Schedule.

Intellectual Property Rights means patents, rights in inventions, know-how, registered and unregistered trademarks and service marks (including any trade, brand or business names), domain names, registered designs, design rights, utility models, copyright (including all such rights in computer software and any databases), moral rights, topography rights and rights in confidential information (in each case for the full period thereof and all extensions and renewals thereof), applications for registration of any of the foregoing and the right to apply for any of the foregoing in each case in any part of the world and any similar rights situated in any country which are owed by the Assignor and used by the Assignor exclusively in connection with the Business.

Trade Marks: the registered trade marks, short particulars of which are set out in the First Schedule.

- 1.2. The schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the schedules.

2. Assignment

2.1. In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), The Assignor hereby assigns to the Assignee with full title guarantee:

2.1.1. the Trade Marks and all right, title and interest therein together with the goodwill attaching to the Trade Marks and together with all rights of action, remedies, powers and benefits relating to any of the Trade Marks including the right to sue for damages for infringement occurring before on or after the date of this Deed.

2.1.2. all right, title, benefit and interest in and to the Patents and Designs, including any ensuing national or regional patent applications, and any and all patents or registered designs that may be issued and/or granted pursuant to any of the patent applications or registered design applications, including any and all reissues, extensions, substitutions, confirmations, registrations, revalidations, renewals, additions, continuations, continuations-in-part, or divisionals of or to any of the aforesaid patents or applications, including the

right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement or other cause of action arising from ownership whether occurring before, on, or after the date of this Deed and including the right to file any application for the protection of intellectual property and to claim priority therefore under the Paris Convention of 1883 (as amended) from any such intellectual property right.

2.1.3. the Assignor hereby assigns to the Assignee whatever right, title or interest it has in the Intellectual Property Rights

3. Further Assurance

The Assignor undertakes that, at the request and expense of the Assignee, it will execute all such documents, forms and authorisations and depose to or swear any declaration or oath as may be necessary under the law of any country for completing the transfer to the Assignee of the full right, title and interest to any of the rights assigned by Clause 2.

4. General

- 4.1. No failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 4.2. No variation of this Deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 4.3. If any court or competent authority finds that any provision of this Deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Deed shall not be affected.

4.4. This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Deed, but all the counterparts shall together constitute the same Deed. No counterpart shall be effective until each party has executed at least one counterpart.

4.5. No person other than a party to this Deed shall have any rights to enforce any term of this Deed.

4.6. This Deed and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and all disputes or claims arising out of or relating to this Deed shall be subject to the exclusive jurisdiction of the English Courts to which the parties irrevocably submit.

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THE FIRST SCHEDULE

COUNTRY	MARK	REGISTRATION NO.	CLASS	FILING DATE
UK	OPEN LOK	1196517	17	25 May 1983
UK	THUNDERBOLT	2241564	6	4 August 2000
UK	UNI-FIX	855719	7	25 October 1963
UK	UNI-FIX	1154610	11 and 17	26 May 1981
UK	UNI-FIX	1190007	6 and 17	7 February 1983
UK	UNI-FIX	1357122	8	9 September 1988
UK	UNI-FIX HI- LOAD	1207071	20	14 November 1983
UK	UNI-FIX KLIP- LOK	1196516	17	25 May 1983
UK	BOARDMASTER	2132525	6. 17 and 20	2 May 1997
Ireland	UNI-FIX	77326	6. 7. 8 and 20	13 April 1970
Benelux	HI-LOAD	397071	6 and 20	8 December 1983
Benelux	OPEN LOK	393632	6. 17 and 20	17 June 1983

THE SECOND SCHEDULE

Short Title	Country	Filed	Appn No.	Final No.	Applicant	Expiry	Patent/ Design
Masonry Screw	Belgium	27-Jul-98	98935218.2	1 000 253 (E)	Unifix Limited	27-Jul-18	Patent
Masonry Screw	United Kingdom	27-Jul-98	98935218.2	1 000 253 (E)	Unifix Limited	27-Jul-18	Patent
Masonry Screw	Ireland	27-Jul-98	98935218.2	1 000 253 (E)	Unifix Limited	27-Jul-18	Patent
Masonry Screw	The Netherlands	27-Jul-98	98935218.2	1 000 253 (E)	Unifix Limited	27-Jul-18	Patent
Masonry Screw	New Zealand	27-Jul-98	502 531	502 531	Unifix Limited	27-Jul-18	Patent
Masonry Screw	USA	27-Jul-98	463 462	6 322 307	Unifix Limited	27-Jul-18	Patent
.pe Clip	United Kingdom	12-Jul-97	2 067 324	2 067 324	Unifix Limited	12-Jul-22	Design

Executed as a Deed by the parties on the date of this Deed.

Executed as a Deed by)
for and on behalf of Unifix Limited)
DEREK HARDING)
in the presence of:-)

D. Harding

Witness *[Signature]*
Name P. PPA BEARD
Address THE LEWISLET CENTER
THALSON WAY, LITON SPA
CV5 1 3HH

Executed as a Deed by)
For and on behalf of Hexstone Limited)
in the presence of)

Witness _____
Name _____
Address _____

Executed as a Deed by the parties on the date of this Deed.

Executed as a Deed by)

for and on behalf of Unifix Limited)

in the presence of:-)

Witness _____

Name _____

Address _____


Executed as a Deed by)

For and on behalf of Hexstone Limited)

in the presence of)



STEPHEN DAVIES

Witness  _____
RICHARD CASS

Name RICHARD CASS

Address 2 BOXER CLOSE,

HANDSACRE, RUGELEY,

STAFFORDSHIRE UNIS LTD