

PATENT ASSIGNMENT

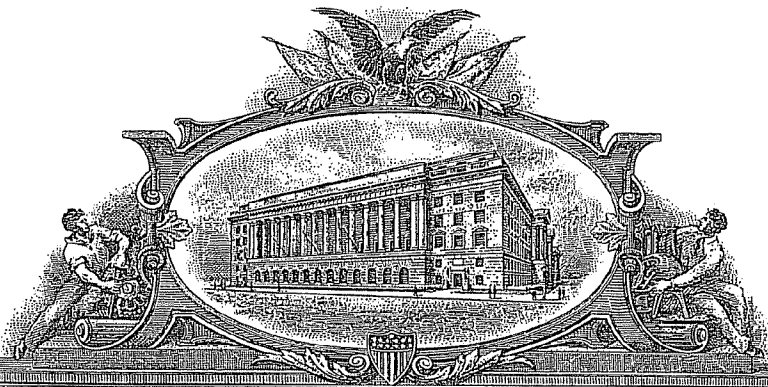
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Mr. Murray Edington Ellen | 08/28/2008 |
| RECEIVING PARTY DATA | |
| Name: | S2 Holdings Pty Limited |
| Street Address: | 56 Delhi Road |
| Internal Address: | Suite 2.8 |
| City: | North Ryde |
| State/Country: | AUSTRALIA |
| Postal Code: | 2113 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 12819590 |
| CORRESPONDENCE DATA | |
| Fax Number: | 3129130002 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 3129130001 |
| Email: | docketing@mbhb.com |
| Correspondent Name: | McDonnell Boehnen Hulbert & Berghoff |
| Address Line 1: | 300 South Wacker Drive |
| Address Line 2: | 32nd Floor |
| Address Line 4: | Chicago, ILLINOIS 60606 |
| ATTORNEY DOCKET NUMBER: | 07-936-CON |
| NAME OF SUBMITTER: | Nicole E. Reifman |
| <p>Total Attachments: 15 source=07-936-CON_Assignment#page1.tif source=07-936-CON_Assignment#page2.tif</p> | |

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THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME;

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

December 06, 2012

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
SEPTEMBER 30, 2008.**

**By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office**

**N. WILLIAMS
Certifying Officer**



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PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|---------------------------|----------------|
| Mr. Murray Edington Ellen | 08/28/2008 |

RECEIVING PARTY DATA

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|-------------------|-------------------------|
| Name: | S2 Holdings Pty Limited |
| Street Address: | 56 Delhi Road |
| Internal Address: | Suite 2.8 |
| City: | North Ryde |
| State/Country: | AUSTRALIA |
| Postal Code: | 2113 |

PROPERTY NUMBERS Total: 3

| Property Type | Number |
|---------------------|----------|
| Application Number: | 11572406 |
| Application Number: | 11905105 |
| Application Number: | 11905104 |

CORRESPONDENCE DATA

Fax Number: (415)954-4480
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415 954 4914
 Email: pmilestone@fbm.com
 Correspondent Name: Philip Milestone
 Address Line 1: 235 Montgomery St
 Address Line 4: San Francisco, CALIFORNIA 94609

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|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | MATTER # 23508 |
| NAME OF SUBMITTER: | Philip Milestone |

Total Attachments: 12

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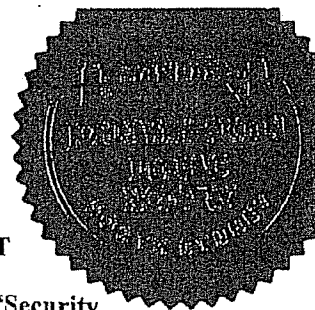
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I, JOHN WILLIAM MARTIN a public notary
of Sydney, Australia hereby certify that
this and the following 11 page(s) is a
true copy of the original

J.W. Martin

INTELLECTUAL PROPERTY SECURITY AGREEMENT



THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Security Agreement") is made as of 28/8/2008 (the "Effective Date") by Murray Edington Ellen, a New Zealand individual, having an address of 199 Warrimoo Avenue, St. Ives, 2075, NSW Australia (the "Grantor"), in favor of S2 Holdings Pty Limited, a company registered in Australia (Australian Company Number 109 058 737), having an address of Suite 2.8, 56 Delhi Rd, North Ryde, 2113; NSW Australia (the "Lender").

RECITALS:

WHEREAS, the parties have entered into that certain Australian Equitable Mortgage Over U.S. Intellectual Property of even date herewith (as amended, extended, modified, restructured or renewed from time to time, the "Australian Security Agreement") for purposes of securing Grantor's obligations under the "Put and Call Option Deeds" as defined in the Australian Security Agreement;

WHEREAS, Grantor owns or has rights in certain Intellectual Property listed on Schedule A hereto;

WHEREAS, Grantor desires to mortgage, pledge and grant to Lender, for the benefit of Lender, a security interest in all of its right, title and interest in, to and under the Collateral (as hereinafter defined), including without limitation, the property listed on the attached Schedule A, together with any renewal or extension thereof, and all Proceeds (as hereinafter defined) thereof, to secure the performance of the Obligations (as hereinafter defined); and

WHEREAS, it is a condition precedent to the obligations of the Lender to Grantor under the "Transaction Documents" as defined in the Australian Security Agreement, that Grantor execute this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Transaction Documents and to induce Lender to fulfill its obligations to Grantor under the Transaction Documents, Grantor hereby agrees with Lender, as follows:

Defined Terms. Unless otherwise defined herein, terms which are defined in the Australian Security Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

General Definitions:

"Collateral" has the meaning assigned to it in Section 2 of this Security Agreement.

"Lender's Business" or "Business of Lender" means the business carried on by the Lender being an international design and management business specializing in the provision of large span steel building and covered space solutions.

"Obligations" means the full and prompt performance of the obligations of the Grantor to assign legal and beneficial title in all Intellectual Property pursuant to the exercise of an option under either of the Put and Call Option Deeds.

"Proceeds" means "proceeds," as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) all income,

royalties, damages and payments now and hereafter due and/or payable under or with respect to the Intellectual Property, including (without limitation) damages and payments for past or future infringements thereof, (b) the right to sue and recover for past, present, and future infringements of the Intellectual Property, including all judgments and settlements in favor of Grantor in respect thereof, (c) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Grantor, from time to time with respect to any of the Collateral, (d) all payments (in any form whatsoever) paid or payable to Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority, and (e) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

"Security Agreement" means this Intellectual Property Security Agreement, as amended, supplemented or otherwise modified from time to time.

"UCC" means the Uniform Commercial Code as from time to time in effect in the District of Columbia.

Definitions Relating to Intellectual Property:

"Intellectual Property" means the Owned and Recordable Intellectual Property and the Intellectual Property Contract Rights. Despite anything to the contrary express or implied, Intellectual Property relates only to that part of the Lender's Business which is carried out in the United States of America.

"Owned and Recordable Intellectual Property" means (1) the Patents, (2) the Trademarks and (3) the Copyright, as defined below:

(1) "Patents" means all types of exclusionary or protective rights granted (or applications therefor) for inventions (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all renewals, divisions, continuations and continuations-in-part thereof, recognized under federal law and all comparable rights recognized in foreign jurisdictions or conventions or by treaty, in connection with the patents listed in Table 1 of Schedule A hereto. Table 1 indicates in each case whether the applicable Patent is issued or the subject of a pending application in the U.S. Patent & Trademark Office and any foreign jurisdictions. Table 1 also indicates whether the Patent is the subject of any claim of co-ownership, and, if so, whether the exercise of Grantor's rights therein are subject to (A) royalty obligations due such co-owner, its successors or assigns, (B) restrictions on exercise, assignment or sublicensing, or (C) revocation or termination.

(2) "Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, internet domain names and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by, filed in or otherwise recognized by a national, state, or foreign governmental authority or any foreign jurisdiction or convention or by treaty, in connection with the trademarks listed in Table 2 of Schedule A hereto. Table 2 indicates in each case whether the applicable Trademark is registered or recorded, or the subject of a pending registration or recording, in the U.S. Patent & Trademark Office, a state trademark office, other U.S., state or local registrations or recording offices, and any foreign jurisdictions. Table 2 also indicates whether the Copyright is the subject of any claim of co-ownership, and, if so, whether the exercise of Grantor's rights therein are subject to (A) royalty obligations due such co-owner, its successors or assigns, (B) restrictions on exercise, assignment or sublicensing, or (C) revocation

or termination. Unless otherwise expressly noted, the listing of any Trademark shall be construed related marks, brands, logos, etc. that are not separately registered or recorded by Grantor.

(3) "Copyright" means all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including without limitation, literary works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings, architectural works, recognized under federal law and all comparable rights recognized in foreign jurisdictions or conventions or by treaty and in connection with those works listed on *Table 3 of Schedule A* hereto. *Table 3* indicates in each case whether the applicable Copyright is registered or the subject of a pending registration in the U.S. Copyright Office and any foreign jurisdictions. *Table 3* also indicates whether the Copyright is the subject of any claim of co-ownership (including any claim of ownership applicable to separate or preexisting works included in any derivative or collective work), and, if so, whether the exercise of Grantor's rights therein are subject to (A) royalty obligations due such co-owner, its successors or assigns, (B) restrictions on exercise, assignment or sublicensing, or (C) revocation or termination. Unless otherwise expressly noted, the listing of any work shall be construed to include any separate or preexisting work included in a derivative or collective work, and shall also be construed to include preliminary drafts or versions and revisions thereof that are not separately registered by Grantor.

"Intellectual Property Contract Rights" means (1) Patent Licenses, (2) Trademark Licenses, (3) Copyright Licenses, and (4) Other Technology Licenses, as defined below.

(1) "Patent License" means any agreement material to the operation of Lender's Business or the value of the Patents, whether written or oral, providing for the grant *by* or *to* Grantor of any right or interest in any Patent, or whereby Grantor *receives* or *provides* a release or immunity from claims for infringement of any such Patent, including, without limitation, those agreements listed or described on *Table 1(a)* (licenses granted to Grantor) and *Table 1(b)* (licenses granted by Grantor) of *Schedule B* hereto. Each Table indicates, where applicable and insofar as may be material to Grantor, whether the Patent License is the subject of (A) any grant of exclusive rights, (B) royalty obligations due to or from Grantor, (C) restrictions on exercise or sublicensing, or (D) the express right of Grantor to assign the Patent License, including as required under the Security Agreement, (E) revocation or termination, and (F) confidentiality or non-disclosure covenants that may apply to Lender or any assignee of the Patent License.

(2) "Trademark License" means any agreement material to the operation of Lender's Business or the value of the Trademarks, written or oral, providing for the grant *by* or *to* Grantor of any right or interest in any Trademark, or whereby Grantor *receives* or *provides* a release or immunity from claims for infringement of any such Trademark, including, without limitation, those agreements listed or described on *Table 2(a)* (licenses granted to Grantor) and *Table 2(b)* (licenses granted by Grantor) in *Schedule B* hereto. Each Table indicates, where applicable and insofar as may be material to Grantor, whether the Trademark License is the subject of (A) any grant of exclusive rights, (B) royalty obligations due to or from Grantor, (C) restrictions on exercise or sublicensing, or (D) the express right of Grantor to assign the Trademark License, including as required under the Security Agreement, (E) revocation or termination, and (F) confidentiality or non-disclosure covenants that may apply to Lender or any assignee of the Trademark License.

(3) "Other Technology Licenses" means any agreement material to the operation of the Lender's Business or the value of the Copyright, written or oral, providing for the grant *by* or *to* Grantor of any right or interest in any Copyright, or whereby Grantor *receives* or *provides* a release or immunity from claims for infringement of any such Copyright, including, without


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limitation, those agreements listed or described in Table 3(a) (licenses granted to Grantor) and Table 3(b) (licenses granted by Grantor) in Schedule B hereto.

Grant of Security Interest. As collateral security for the prompt and complete performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Grantor hereby assigns and grants to Lender for the benefit of Lender a security interest in all of Grantor's right, title and interest in and to the Intellectual Property now owned or held, in whole or in part, or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), including all Proceeds and products thereof.

Representations and Warranties Concerning the Intellectual Property. Grantor represents and warrants that:

Schedule A lists all Owned and Recordable Intellectual Property in which Grantor has or claims a partial or entire ownership interest and that is material to the operation of the present or planned Business of Lender. Schedule A is complete, correct and current as of the date of execution of this Agreement and contains all information required to be listed or described therein. Except as otherwise indicated in Schedule A, Grantor is the sole legal and beneficial owner of all the Owned and Recordable Intellectual Property listed in Schedule A. Grantor has taken reasonable and prudent action to protect, preserve and enforce its rights under the Owned and Recordable Intellectual Property.

Schedule B list or describe all Intellectual Property Contract Rights in which Grantor has or claims any right or interest and that is material to the operation of the present or planned Business of Lender or the value of the Owned and Recordable Intellectual Property. Schedule B are each complete, correct and current as of the date of execution of this Agreement and contain all information required to be listed or described therein. Except as otherwise indicated in Schedule B, the Intellectual Property Contract Rights require no license, consent or approval of third parties in order to be effective and exercisable in accordance with their respective terms, including in connection with any subsequent assignment thereof following foreclosure and sale or reorganization in bankruptcy, and each agreement listed therein is valid, subsisting, and in effect, and neither Grantor nor, to Grantor's knowledge (but without prejudice to Grantor's rights thereunder), any other party is or, with the passage of time or the render of notice, could be in material default thereunder. Grantor has taken reasonable and prudent action to identify the circumstances in which Intellectual Property Contract Rights should be established in order to protect and promote Lender's Business.

Except for ownership claims, restrictions and other terms listed or disclosed in Schedule A or Schedule B, as applicable, Grantor's right, title and interest in and to the Intellectual Property are free and clear of any and all liens, security interests, options, licenses, pledges, assignments, encumbrances and/or agreements of any kind. To the best of Grantor's knowledge, Grantor's right, title and interest in and to the Intellectual Property are sufficient to enable Lender to operate Lender's Business as present and as planned without serious risk of infringement or liability that has not been fully accrued or reserved.

All prior transfers and assignments by or to Grantor, directly or indirectly, of Owned and Recordable Intellectual Property have been duly and validly recorded or registered as necessary to reflect the accurate state of ownership thereof and vest indefeasibly in Grantor the ownership it holds or claims therein. For this purpose, the grant to or by Grantor of any exclusive right or license in Intellectual Property shall be considered a transfer or assignment appropriate for recording or registration unless Grantor's counsel specifically advises Grantor such action is unnecessary. Grantor has not, within the three (3) months prior to the date of execution of this

Agreement, executed and/or delivered any transfer or assignment of any of the Intellectual Property, recorded or unrecorded.

No actions or proceedings have been instituted or are pending or, to Grantor's knowledge, threatened against Grantor or Grantor's licensees, sublicensees, agents, dealers, distributors or customers that challenge Grantor's claimed ownership status or rights in any Intellectual Property or Grantor's right to use or otherwise exploit the Intellectual Property in its present or planned business (including, without limitation, the Lender's Business) or claim that Grantor is in default of any Intellectual Property Contract Rights. No holding, decision or judgment has been rendered by any federal, state, local or foreign governmental authority which would limit, cancel or question the validity of any of the Intellectual Property in any respect that would conflict or interfere with the operation of the present or planned Business of the Lender or diminish the value of the Intellectual Property as claimed by Grantor.

To the best of Grantor's knowledge (but without prejudice to Grantor's rights with respect thereto), no third party is infringing or violating Grantor's rights in Intellectual Property or exceeding the scope of authorization or license under any Intellectual Property Contract Rights (to the extent granted to such third party by Grantor).

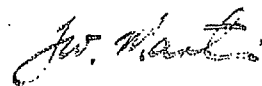
Except for the reservations of rights listed or described in Schedule A or Schedule B, all past and present employees, agents and contractors whom Grantor hired or engaged, directly or indirectly, and who engaged in research, development, consulting, programming, or similar technical services ("service providers"), are subject to legally binding obligations that require such service providers to disclose and deliver to Grantor their entire work product, including any Intellectual Property associated therewith, and accord to Grantor exclusive and unrestricted ownership therein.

Covenants. Grantor covenants and agrees with Lender that, from and after the date of this Security Agreement until the Obligations are completely performed:

At least once every six months, commencing on the Effective Date, Grantor will, at its sole expense, execute and deliver updated versions of Schedule A and Schedule B. Such Schedules as updated shall be complete, correct and current as of the date of delivery thereof and shall contain all information required to be listed or described therein in order to be in compliance with the provisions of Section 3 hereof (which, for such purpose, shall apply as of the date of each such further delivery).

Grantor will not transfer or assign, or grant any exclusive license to, any of its Intellectual Property except with the prior written consent of the Lender. Grantor will not license, sublicense, waive, surrender or abandon any of its Intellectual Property Contract Rights except with the prior written consent of the Lender. Notwithstanding such transfer, assignment, license, sublicense, waiver, surrender or abandonment, the Collateral shall remain subject to the security interest granted hereunder, except as released by Lender in writing in reference thereto.

Grantor will, at its sole expense, promptly notify Lender in the event that any third party threatens or asserts any action or proceedings against Grantor or Grantor's licensees, sublicensees, agents, dealers, distributors or customers that challenge Grantor's claimed ownership status or rights in any Intellectual Property or Grantor's right to use or otherwise exploit the Intellectual Property in its present or planned business (including, without limitation, the Lender's Business) or claim that Grantor is in default of any Intellectual Property Contract Rights.



Grantor agrees to pay or cause to be paid all royalties, fees and other amounts due from Grantor under all Intellectual Property Contract Rights.

Grantor will, at its sole expense, follow good practices in an ordinary and prudent manner to protect, preserve and enforce its rights in Intellectual Property. Upon Lender's request, Grantor will furnish Lender with such information as Lender may require with regard to Grantor's practices in such regard. Grantor will maintain accurate and complete records of its Intellectual Property.

Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file a patent application or for the registration of any Trademark with the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, including when obtaining any interest therein from a prior owner by transfer, Grantor shall (A) simultaneously file or record evidence of Lender's security interest in the Collateral sufficient to meet the requirements for Lender's security interest therein to be recognized, protected and perfected and (B) report such filing to Lender within five (5) business days after the last day of the fiscal quarter in which such filing occurs.

Grantor will, at the Lender's expense, pay promptly when due all taxes, assessments and governmental charges, if any, upon or against the Grantor or its property or operations, including (without limitation) fees due to protect, preserve or enforce its Intellectual Property, in each case before the same become delinquent and before penalties accrue thereon or Grantor's rights therein lapse or are prejudiced, unless and to the extent that the same are being contested in good faith by appropriate proceedings.

When and as requested by Lender, Grantor will, at the Lender's expense, execute, deliver, and record, in such manner as Lender may require, such further instruments and documents and take such further action as Lender may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the liens created hereby, and the recording of instruments confirming Lender's security interest therein with applicable federal or foreign authorities and agencies. Grantor hereby authorizes Lender to file any such financing or continuation statement or other instrument without the signature of Grantor or, if applicable, by affixing the signature of Grantor on Grantor's behalf, to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

Grantor will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any lien or claim on or to the Collateral, other than the liens created hereby, and other than as permitted pursuant to the Australian Security Agreement or the Transaction Documents, and will take all commercially reasonable actions to defend the right, title and interest of Lender in and to any of the Collateral against the claims and demands of all persons whomsoever. Grantor will advise Lender promptly, in reasonable detail, at Lender's address as set forth in the Transaction Documents, (i) of any lien (other than liens created hereby or permitted under the Australian Security Agreement or the Transaction Documents) on, or claim asserted against, Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the liens created hereunder at the Lender's expense.

Lender's Appointment as Attorney-in-Fact.

Corporate/162359_1

Joe W. Hart
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Grantor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time after the occurrence, and during the continuation of, an Event of Default in Lender's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, Grantor hereby grants Lender the power and right, on behalf of Grantor without notice to or assent by Grantor, to do the following:

at any time when any Event of Default shall have occurred and is continuing in the name of Grantor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable; and

to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or part of the premiums therefor and the costs thereof.

Grantor also authorizes Lender, at any time and from time to time, to execute, in connection with the sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

The powers conferred on Lender hereunder are solely to protect the interests of Lender in the Collateral and shall not impose any duty upon Lender to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or failure to comply with mandatory provisions of applicable law.

Performance by Lender of Grantor's Obligations. If Grantor fails to perform or comply with any of its agreements contained herein and Lender, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, then the expenses of Lender incurred in connection with such performance or compliance, together with interest thereon at the highest default rate provided in the Australian Security Agreement, shall be payable by Grantor to Lender on demand.

Remedies Upon Default. Upon an Event of Default under and as defined in the Australian Security Agreement, Lender may, without any notice to Grantor except as required below:

Lender may give written notice of default to Grantor, following which Grantor shall not dispose of, conceal, transfer, sell or encumber any of the Collateral (including, but not limited to, cash proceeds) without Lender's prior written consent, even if such disposition is otherwise permitted hereunder in the ordinary course of business. Any such disposition, concealment, transfer or sale after the giving of such notice shall constitute a wrongful conversion of the Collateral. Lender may obtain a temporary restraining order or other equitable relief to enforce Grantor's obligation to refrain from so impairing the Collateral.

Lender may procure itself to be registered as the holder of all or any of the Intellectual Property.

Lender may exercise any right that it may have under any other document evidencing or securing the Obligations or otherwise available to Lender at law or equity.

Limitation on Duties Regarding Preservation of Collateral. Lender's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, to the extent applicable, shall be to deal with it in the same manner as Lender would deal with similar property for its own account. Neither Lender nor any of its partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Grantor or otherwise.

Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

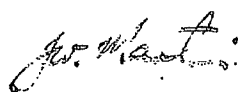
Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section Headings. The section headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

No Waiver: Cumulative Remedies. Lender shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Lender of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy, which Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and Lender, provided that any provision of this Security Agreement may be waived by Lender in a written letter or agreement executed by Lender or by facsimile transmission from Lender. This Security Agreement shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of Lender and its successors and assigns.

Release. Lender must, upon Grantor's request and at the cost of the Lender, release the Collateral from all security interests created under this Security Agreement if both of the following have occurred:



the completion of the transfer of the Owned and Recordable Intellectual Property to the Lender (including all interests recognized under Section 4(f) (if any)); and

the payment of all amounts owing under this Security Agreement.

Notices. Any and all notices, elections or demands permitted or required to be made under this Security Agreement shall be in writing, signed by the party giving such notice, election or demand and shall be delivered personally, telecopied, or sent by certified mail or overnight via nationally recognized courier service (such as Federal Express), to the other party at the address set forth below, or at such other address as may be supplied in writing and of which receipt has been acknowledged in writing. The date of personal delivery or telecopy or two (2) business days after the date of mailing (or the next business day after delivery to such courier service), as the case may be, shall be the date of such notice, election or demand. For the purposes of this Security Agreement:

The Address of Lender is:

Suite 2.8, 56 Delhi Rd, North Ryde, 2113, NSW Australia

With a copy to:

Thomson Playford Lawyers (Reference: DRZ:JGM), Level 25, 264 George Street, Sydney, 2000 NSW, Australia

The Address of Grantor is:

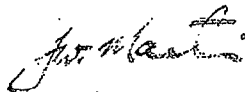
199 Warrimoo Avenue, St. Ives, 2075, NSW, Australia

Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the District of Columbia applicable to contracts to be wholly performed in such District, or to the extent required, by federal law.

Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

Consent to Jurisdiction; Exclusive Venue. Grantor hereby irrevocably consents to the Jurisdiction of the state and federal courts sitting in San Francisco, California, USA, for the purpose of any litigation to which Lender may be a party and which concerns this Security Agreement or the Obligations. It is further agreed that venue for any such action shall lie exclusively with courts sitting in San Francisco, California, USA unless Lender agrees to the contrary in writing.

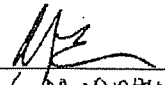
[Signature page follows]



IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

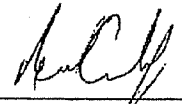
GRANTOR:

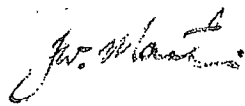
Murray Edington Ellen


By: MURRAY ELLEN
Title: _____

LENDER:

S2 Holdings Pty Limited (Australian Company Number 109 058 737)


By: BRETT ROWLEY
Title: DIRECTOR



- 11 -
SCHEDULE A

LIST OF INTELLECTUAL PROPERTY

TABLE 1 - PATENTS

| Type | U.S. Application Number | Title |
|--------|-------------------------|------------------------------|
| Patent | 11/572406 | Building methods |
| Patent | 11/905105 | A domed non-steel roof frame |
| Patent | 11/905104 | A domed steel roof frame |

TABLE 2 - TRADEMARKS

| Type | U.S. Application Number | Mark | Class |
|-----------|-------------------------|---------------------------|--|
| Trademark | 77/275680 | Airspace & Logo | As set out in the application for registration of this mark. |
| Trademark | 77/275749 | s2 space solutions & Logo | As set out in the application for registration of this mark. |
| Trademark | 77/275854 | Sportspace & Logo | As set out in the application for registration of this mark. |

TABLE 3 - COPYRIGHTS

All copyright in the Patents and Trademarks

John W. ...

SCHEDULE B

INTELLECTUAL PROPERTY CONTRACT RIGHTS

TABLE 1 – PATENTS

(a) Licenses Granted to Grantor

None.

(b) Licenses Granted by Grantor

Exclusive Licence of Intellectual Property between Murray Edington Ellen and S2 Holdings Pty Limited dated on or about the date of this Security Agreement.

TABLE 2 – TRADEMARKS

(a) Licenses Granted to Grantor

None.

(b) Licenses Granted by Grantor

Exclusive Licence of Intellectual Property between Murray Edington Ellen and S2 Holdings Pty Limited dated on or about the date of this Security Agreement.

TABLE 3 – OTHER TECHNOLOGY LICENSES

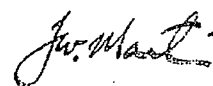
(a) Licenses Granted to Grantor

None.

(b) Licenses Granted by Grantor

Exclusive Licence of Intellectual Property between Murray Edington Ellen and S2 Holdings Pty Limited dated on or about the date of this Security Agreement.

Corporate/162359_1



RECORDED: 09/30/2008

**PATENT
REEL: 021610 FRAME: 0467**

RECORDED: 12/13/2012

**PATENT
REEL: 029462 FRAME: 0816**