

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Bryan Geoffrey BLACK</td> <td>03/08/2006</td> </tr> <tr> <td>Owen Ross WILLIAMS</td> <td>03/08/2006</td> </tr> <tr> <td>Environmental Decontamination Limited</td> <td>09/05/2008</td> </tr> </tbody> </table>		Name	Execution Date	Bryan Geoffrey BLACK	03/08/2006	Owen Ross WILLIAMS	03/08/2006	Environmental Decontamination Limited	09/05/2008
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RECEIVING PARTY DATA									
<table border="1"> <tr> <td>Name:</td> <td>MCD Technology Limited</td> </tr> <tr> <td>Street Address:</td> <td>2/13 Malloy Place, Bucklands Beach</td> </tr> <tr> <td>City:</td> <td>Auckland</td> </tr> <tr> <td>State/Country:</td> <td>NEW ZEALAND</td> </tr> </table>		Name:	MCD Technology Limited	Street Address:	2/13 Malloy Place, Bucklands Beach	City:	Auckland	State/Country:	NEW ZEALAND
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PROPERTY NUMBERS Total: 1									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13482361</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13482361				
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CORRESPONDENCE DATA									
<p>Fax Number: 2023935350 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 202-638-6666 Email: patent@jhip.com Correspondent Name: JACOBSON HOLMAN PLLC Address Line 1: 400 SEVENTH STREET N.W. Address Line 2: SUITE 600 Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20004</p>									
ATTORNEY DOCKET NUMBER:	P71470US3								
NAME OF SUBMITTER:	John C. Holman								
<p>Total Attachments: 9 source=p71470assn_20130109132408#page1.tif source=p71470assn_20130109132408#page2.tif</p>									

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ENVIRONMENTAL DECONTAMINATION LIMITED

MCD TECHNOLOGY LIMITED

ASSIGNMENT OF PATENT RIGHTS


PATENT

REEL: 029594 FRAME: 0068

PARTIES

ENVIRONMENTAL DECONTAMINATION LIMITED, a New Zealand company of 139 Cryers Road, East Tamaki, Auckland, New Zealand ("Assignor")

MCD TECHNOLOGY LIMITED, a New Zealand company of 2/13 Malloy Place, Bucklands Beach, Auckland, New Zealand ("Assignee")

INTRODUCTION

- A. The Assignor and Assignee entered into an agreement dated 31 March 2007 under which the Assignor assigned to the Assignee certain future intellectual property rights. These future intellectual property rights included the Patent Rights.
- B. The Assignor has agreed to enter into this Agreement to confirm such assignment and, to the extent it still retains any Patent Rights, to assign such Patent Rights to the Assignee subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS

- 1.1 In this Agreement, including the Introduction, the following words will have the following meanings:

"Agreement" means this agreement including the Schedule;

"Invention" means any and all inventions the subject of the Patent Application;

"Patent Application" means the patent application identified in the Schedule; and

"Patent Rights" means all patent rights in and to the Invention as may exist or come into existence anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Application together with:
 - (i) any patent that may be granted pursuant to the Patent Application; and
 - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Application in any country in the world (including divisionals, continuations, continuations in

part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

2. ASSIGNMENT

2.1 **Assignment and confirmation:** For good and valuable consideration, the receipt and sufficiency of which the Assignor acknowledges, the Assignor hereby:

- (a) confirms the assignment to the Assignee absolutely of all of the Assignor's rights, title and interest in and to the Patent Rights; and
- (b) assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to the Patent Rights, to the extent such rights, title and interest have not already been assigned to the Assignee.

2.2 **Rights of action:** The assignments effected or confirmed by clause 2.1 include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Patent Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this Agreement.

3. FURTHER ACTIONS

3.1 If requested by the Assignee the Assignor will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to give effect to the assignments effected or confirmed under this Agreement and to enable the Assignee to prosecute, maintain, renew, enforce and defend the Patent Rights.

4. GENERAL

4.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this Agreement.

4.2 **Governing law:** The formation, validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this Agreement. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED

SIGNED by MCD TECHNOLOGY
LIMITED by:



B. G. BLAIR

Signature of Authorised Signatory

B. G. BLAIR

Name of Authorised Signatory

Date 5 September 2008

SIGNED by ENVIRONMENTAL
DECONTAMINATION LIMITED by:



B. G. BLAIR

Signature of Authorised Signatory

B. G. BLAIR

Name of Authorised Signatory

Date 5 September 2008

SCHEDULE
PATENT APPLICATION

Country	Application No.	Title	Date Filed
PCT	PCT/NZ2007/000055	Milling Apparatus	14 March 2007
PCT	PCT/NZ2007/000339	Milling Apparatus	16 November 2007

DEED OF ASSIGNMENT made this 8th day of March 2006

BETWEEN BRYAN GEOFFREY BLACK, a New Zealand Citizen of 8 Sage Road, Kohimarama, Auckland, New Zealand and OWEN ROSS WILLIAMS, a New Zealand citizen of 40 Clovelly Road, Bucklands Beach, Auckland, New Zealand
(collectively and severally the "Assignor")

AND ENVIRONMENTAL DECONTAMINATION LIMITED, a company duly incorporated under the laws of New Zealand, of 139 Cryers Road, kEast Tamaki, Auckland, New Zealand
(the "Assignee")

RECITALS:

0.1 THE Assignor has during the course of employment by the Assignee and/or under a commission for money or money's worth from the Assignee devised an invention entitled "Milling Apparatus" (the "Invention") and acknowledges that the Assignee is or should be the proprietor of all rights (the "Patent Rights") in the Invention including the right to apply for patent or equivalent protection in any country or countries of the world, to claim priority under international convention from any such application or applications and the rights conferred by such patent or equivalent protection when granted.

0.2 TO the extent the Assignor has been the creator of original artistic works (e.g. drawings and models) in relation to the Invention and original literary works (including compilations of data) in relation to the Invention, the Assignor acknowledges that copyright in such artistic and literary works (the "Copyright") is or should be the property of the Assignee.

0.3 TO the extent the Assignor has created design(s) (the "Designs") to be applied to articles of or relating to the Invention, the Assignor acknowledges that the Assignee is or should be the proprietor of all rights to the Designs (the "Design Rights") including the right to protect the Designs in any country or countries of the world in relation to such articles and the rights conferred by such protection when granted.


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0.4 THE Assignee has requested the Assignor to execute this Deed of Assignment.

OPERATIVE PROVISIONS:

1. ASSIGNMENT

IN consideration of the sum of NZ One Dollar (NZ\$1.00) paid by the Assignee to the Assignor the receipt of which is acknowledged the Assignor **HEREBY ASSIGNS** to the Assignee **the Invention, the Patent Rights, the Copyright, the Designs and the Design Rights.**

2. IMPROVEMENTS

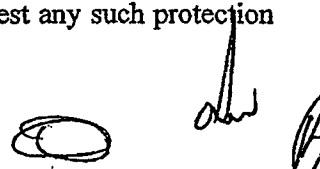
- (a) **THE** Assignor while employed by the Assignee and/or under the or a commission for money or money's worth from the Assignee shall forthwith disclose to the Assignee all improvements in, modifications of or additions to the Invention, the Copyright works and the Designs created by the Assignor.
- (b) **THE** Assignor shall assign to the Assignee upon request all rights to all improvements in, modifications of or additions to the Invention, the Copyright works and the Designs devised created and/or designed by the Assignor while employed by the Assignee and/or under the or a commission for money or money's worth from the Assignee, such assignment to be of all rights in New Zealand and any other country or countries.

3. EXECUTION OF DOCUMENTS

THE Assignor shall at the expense of the Assignee (if requested by the Assignee) in respect of the Invention, the Copyright works and the Designs in New Zealand or any other country:

- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for intellectual property protection of the Inventions, Copyright works and/or Designs with the understanding and the intention that all interest in such applications and any granted protection is to vest in the Assignee;
- (b) execute documents and do all acts necessary or convenient to assure the applying for and/or obtaining of any such intellectual property protection;
- (c) execute documents and do all acts necessary or convenient to vest any such protection in the Assignee; and/or

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- (d) execute documents and do all acts necessary or convenient to enable enforcement of any such protection.

4. INFORMATION

THE Assignor shall, at the request of the Assignee, and to the extent outstanding, furnish the Assignee with full details of and relating to the Invention, the Copyright works and the Designs (including the circumstances of invention, creation and/or design) and where possible all original versions of the Invention, the Copyright works and the Designs.

5. CONFIDENTIALITY

THE Assignor agrees to treat as confidential all information relating to the Invention, the Designs and the Copyright works and shall not use, disclose or publish the same without the express prior written consent of the Assignee. Such obligation shall not extend to information which already is in or which enters the public domain through no fault of the Assignor. The Assignor agrees to seek prior clearance from the Assignee in any case of uncertainty.

6. APPLICATION TO IMPROVEMENTS

THE obligations in Clauses 3, 4 and 5 shall extend to all improvements, modifications and additions referred to in Clause 2 of this Deed.

IN WITNESS WHEREOF this Deed was executed the date first above written.

SIGNED by


BRYAN GEOFFREY BLACK

) 
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in the presence of:

WITNESS

Signature:



Name:

David Jones

Address:

Auckland

Occupation:

Solicitor

SIGNED by

OWEN ROSS WILLIAMS

)

)



in the presence of:

WITNESS

Signature:



Name:

David Jones

Address:

Auckland

Occupation:

Solicitor