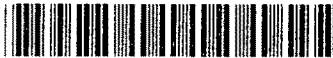


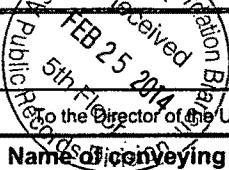
02/25/2014

Form PTO-1596 (Rev. 06-12)  
OMB No. 0651-0027 (exp. 04/30/2015)



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

103666364



To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

International Trex Limited

Additional name(s) of conveying party(ies) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 29 January 2014

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Rockwell Solutions Limited

Internal Address: \_\_\_\_\_

Street Address: Brunel Road

City: Dundee

State: \_\_\_\_\_

Country: United Kingdom Zip: DD2 4TG

Additional name(s) & address(es) attached?  Yes  No

**4. Application or patent number(s):**

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

7,381,453

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Zain Okhai

Internal Address: \_\_\_\_\_

Street Address: Brunel Road

City: Dundee

State: Scotland, United Kingdom Zip: DD2 4TG

Phone Number: 44 7831 878977

Docket Number: \_\_\_\_\_

Email Address: zain@rockwellsolutions.com

**6. Total number of applications and patents involved:** 1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Zain Okhai  
Signature

11 FEB 2014  
Date

ZAIN OKHAI  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mall Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, VA 22313-1450

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49.08 0P

**ASSIGNMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, International Trex Limited (hereinafter referred to as "Assignor"), a Scottish private limited company having a principal place of business at Brunel Road, West Gourdie Industrial Estate, Dundee DD2 4TG, Scotland, UK hereby assigns, conveys and transfers to Rockwell Solutions Limited (hereinafter referred to as "Assignee"), a Scottish private limited company having a principal place of business at Brunel Road, West Gourdie Industrial Estate, Dundee DD2 4TG, Scotland, UK, its successors, representatives and assigns, all rights, title and interest in and to United States Patent Number 7,381,453, all related patent and patent applications (if any), all corresponding foreign patents and foreign and international (e.g., PCT) patent applications (if any), and all related continuations, continuations in part, divisions, extensions, renewals, reissues, and reexaminations (hereinafter referred to collectively as the "Transferred Patents") and all inventions claimed therein, throughout the United States and every foreign country, together with all ancillary rights thereto, including without limitation the right to sue and recover monetary, injunctive, and all other remedies for past, present and future infringements, the right to pursue examination, reissue, reexamination and other proceedings before the United States Patent and Trademark Office and foreign jurisdictions, the right to claim priority on the basis of such Transferred Patents, and the right to fully and entirely stand in the place of Assignor in all matters related thereto. Assignor hereby further grants and assigns to Assignee all causes of action, rights and remedies arising under any of the Transferred Patents, whether arising prior to or after the date of this Assignment, and all causes of action, rights and remedies arising under any United States or foreign Letters Patent that may be granted for any of the inventions assigned hereby. The rights, title and interests conveyed in this Assignment are to be held and enjoyed by Assignee, its successors, representatives, and assigns, as fully and exclusively as they would have been held and enjoyed by Assignor had this Assignment not been made. The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, representatives and assigns; and will be binding upon Assignor, its successors, representatives and assigns.

IN WITNESS WHEREOF, this Assignment is executed on this 29<sup>th</sup> day of January, 2014, at Brunel Road, West Gourdie Industrial Estate, Dundee DD2 4TG, Scotland, UK.


ASSIGNOR:

  
\_\_\_\_\_  
International Trex Limited

Scotland, United Kingdom  
County of Angus

I, the undersigned, a Notary Public in and for the above listed county of Scotland, do hereby certify that on this 14<sup>th</sup> day of FEBRUARY, 2014 before me personally came Zain Okhai, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

[SEAL]

  
\_\_\_\_\_  
Notary Public N.P. Dundee  
Kenneth W Thomson  
Thomson Law LLP  
33, Yeaman Shop,

My commission expires: N/A

## PATENT ASSIGNMENT

In consideration of the promises and mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this PATENT ASSIGNMENT (this "Assignment"), effective this 29<sup>th</sup> day of January, 2014 (the "Effective Date"), is made and entered into by and between International Trex Limited, a Scottish private limited company having a principal place of business at at Brunel Road, West Gourdie Industrial Estate, Dundee DD2 4TG, Scotland, UK ("Assignor"); and Rockwell Solutions Limited, a Scottish private limited company having a principal place of business at Brunel Road, West Gourdie Industrial Estate, Dundee DD2 4TG, Scotland, UK ("Assignee") (each a "Party," and collectively, the "Parties").

### 1. CONVEYANCE

1.1 "Transferred Patents" means United States Patent Number 7,381,453; any and all related patents and patent applications; any and all corresponding foreign patents and foreign and international (e.g., PCT) patent applications; and any and all related continuations, continuations-in-part, divisions, extensions, renewals, reissues and reexaminations.

1.2 Assignor hereby assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby acquires from Assignor, all rights, title and interest in and to the Transferred Patents and all inventions claimed therein, throughout the United States and every foreign country, together with all ancillary rights thereto whether arising under law or equity, including without limitation the right to sue and recover monetary remedies for past, present and future infringements; the right to enjoin infringement and otherwise protect the right of exclusion; the right to pursue examination, reissue, reexamination and other proceedings before the United States Patent and Trademark Office, the European Patent Office, and other patent offices in other jurisdictions; the right to claim priority on the basis of such Transferred Patents; and the right to fully and entirely stand in the place of Assignor in all matters related thereto. Assignor hereby further grants and assigns to Assignee all causes of action, rights and remedies arising under any of the Transferred Patents, whether arising prior to or after the Effective Date of this Agreement, and all causes of action, rights and remedies arising under any United States or foreign Letters Patent that may be granted for any of the inventions assigned hereby. The rights, title and interests conveyed herein are to be held and enjoyed by Assignee, its successors, representatives, and assigns, as fully and exclusively as they would have been held and enjoyed by Assignor had this Agreement not been made.

1.3 For purposes of recording this conveyance with the United States Patent and Trademark Office ("USPTO"), Assignor further agrees to execute the attached "ASSIGNMENT" (complete with a duplicate Schedule A) concurrently with the execution of this Agreement. Assignor hereby specifically authorizes and requests the Commissioner of Patents of the United States to record this Assignment.

1.4 Without further or additional consideration, but at Assignee's expense, Assignor shall timely execute and deliver such additional assignments and documents and perform such

additional acts as Assignee may deem necessary or desirable to record, perfect, secure, and enforce Assignee's rights in and to the Transferred Patents.

1.5 Assignor agrees to provide Assignee, contemporaneously with execution of this Assignment or in timely fashion from time to time in response to requests from Assignee, documents and materials sufficient to show, and relating to, the conception and/or reduction to practice of the Transferred Patents, and reasonable assistance to Assignee in understanding them.

## **2. CONSIDERATION**

2.1 As consideration for the rights granted to Assignee herein, Assignee shall pay to Assignor five United States Dollars (US \$5.00), along with other good and valuable consideration, the sufficiency of which is hereby acknowledged. Assignor acknowledges and agrees that Assignor shall not be entitled to any additional consideration whatsoever, in whatever form, beyond that expressly required hereunder.

## **3. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR**

3.1 Assignor represents, warrants, covenants, and agrees that:

3.1.1 Assignor has the full power, authority, and right, and has obtained any and all third-party consents, approvals, and/or other authorizations required, to enter into this Agreement and to carry out Assignor's obligations hereunder, including without limitation the assignment, conveyance, transfer, and delivery of the Transferred Patents to Assignee.

3.1.2 Assignor is the sole and exclusive owner of all rights, title, and interest in and to the Transferred Patents, including without limitation all rights, title, and interest to sue for, and obtain remedies for, infringement of the Transferred Patents. Assignor has obtained and properly recorded previously-executed assignments for the Transferred Patents as necessary to fully perfect rights and title therein in accordance with governing law and regulations in each applicable jurisdiction.

3.1.3 The Transferred Patents are free and clear of all liens, claims, mortgages, security interests, and other encumbrances and restrictions. There are no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Transferred Patents. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Transferred Patents.

3.1.4 The subject matter disclosed and claimed in the Transferred Patents was neither conceived nor filed while the Assignor was employed by a third party. If the Assignor was employed by a third party during conception or filing of the Transferred Patents, Assignor represents that the Transferred Patents were not conceived or derived from subject matter relating to Assignor's employment (whether as a full-time employee or contractor), and that the Assignor did not use company resources to obtain the

Transferred Patents. In addition, Assignor was under no obligation to assign the conceived subject matter and/or any portion of the inventions disclosed in the Transferred Patents to any employer or third party.

3.1.5 There is no obligation imposed by a standards-setting organization to license any of the Transferred Patents on particular terms or conditions. No licenses or other rights under the Transferred Patents have been granted or retained by Assignor, any prior owners, or any inventors. After executing the Assignment, none of Assignor, any prior owner, or any inventor will retain any rights or interest in any of the Transferred Patents.

3.1.6 Assignee will not be subject to any covenant-not-to-sue or similar restrictions on its enforcement or enjoyment of the Transferred Patents as a result of any prior transaction related to the Transferred Patents.

3.1.7 None of the Transferred Patents has ever been found invalid, unpatentable, or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, and Assignor does not know of and has not received any notice or information of any kind from any source suggesting that the Transferred Patents may be invalid, unpatentable, or unenforceable. If any of the Transferred Patents is terminally disclaimed to another patent or patent application, all patents and patent applications subject to such terminal disclaimer are included in this transaction. To the extent "small entity" fees were paid to the USPTO for any of the Transferred Patents, such reduced fees were then appropriate because the payor was qualified to pay "small entity" fees at the time of such payment and specifically had not licensed rights in any of the Transferred Patents to an entity that was not a "small entity."

3.1.8 Assignor, its agents and representatives have not engaged in any conduct, or omitted to perform any necessary act, the result of which would be to invalidate or render unenforceable any claim of any of the Transferred Patents, including, without limitation, misrepresenting Assignor's patent rights to a standard-setting organization. There is no obligation imposed by a standards-setting organization on Assignee to license any of the Transferred Patents on particular terms or conditions.

3.1.9 Assignor has not invited any third party to enter into a license under any of the Transferred Patents, or initiated any enforcement action with respect to any of the Transferred Patents.

3.1.10 To the best of Assignor's knowledge as of the Effective Date, none of the Transferred Patents has been or is currently involved in any reexamination, reissue, or interference proceeding or any similar proceeding, and no such proceedings are pending or threatened.

3.1.11 To the best of Assignor's knowledge as of the Effective Date, all maintenance fees, annuities, and the like due or payable on the Transferred Patents have been fully and timely paid.

3.1.12 Assignor has full rights to assign the Transferred Patents, and is conveying through this Agreement the undivided rights, title and interest in and to the Transferred Patents as stated herein. No other has any right to such property, except as explicitly stated herein. Assignor represents and warrants that no agreement or agreements with any third party prevents Assignor from entering into this Agreement.

3.1.13 Assignor has not executed, and will not execute, any writing or do any act conflicting with the terms of this Assignment or jeopardizing Assignee's full enjoyment of the rights granted to Assignee herein.

#### **4. GENERAL PROVISIONS**

4.1 Assignor understands, agrees and acknowledges that Assignor has been advised to retain, and has retained, independent legal counsel to advise and represent Assignor in connection with this Agreement.

4.2 The terms and conditions of this Agreement are confidential and shall not be disclosed by either Party without prior written consent from the non-disclosing party except as may be required by law.

4.3 Assignor has no binding obligation, under this Agreement, to represent Assignee or otherwise participate in any legal proceedings regarding the Transferred Patents. Assignor shall not be liable for any consequential, incidental, indirect or special damages regardless of the form of action arising from or relating to this Agreement. In no event shall Assignor's liability to Assignee exceed the amount of payments paid under this Agreement.

4.4 Assignor understands and acknowledges that any efforts or legal action to enforce the Transferred Patents presents the risk that one or more of the Transferred Patents may be found invalid or unenforceable, and that Assignee shall not be liable if any of the aforementioned risks materializes. Assignee shall not be liable for any consequential, incidental, indirect or special damages, regardless of the form of action, arising from or relating to this Agreement. In no event shall Assignee's liability to Assignor exceed the amount of payments paid under this Agreement.

4.5 Nothing in the Agreement grants or is intended to grant Assignor or any other entity any implied license or other implied rights in and to any of the Transferred Patents.

4.6 This Agreement shall inure to the benefit of, and be binding upon the respective successors, permitted assigns, heirs, beneficiaries and personal representatives of Assignor and Assignee.

4.7 This Agreement shall be governed by, and construed in accordance with, applicable federal law and the laws of the State of Texas, excluding any conflict of law provisions of such federal or Texas law.

4.8 All notices or communications which either Party may desire, or be required, to give or make to the other shall be in writing and shall be deemed to have been duly given and made if

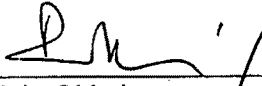
and when forwarded by e-mail, registered mail, certified mail, or recognized overnight courier to the address set forth above in this Agreement or to such other address as a Party shall give to the other in writing.

4.9 This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

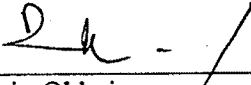
4.10 This Agreement is the complete and exclusive statement of mutual understanding of the Parties and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating to the subject matter of this Agreement, including but not limited to any and all term sheets exchanged between the Parties.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be agreed to and executed by their duly authorized representatives as of the Effective Date above.

**INTERNATIONAL TREX LIMITED**  
Brunel Road, Dundee DD2 4TG  
Scotland, UK

By:   
Name: Zain Okhai  
Title: Director and Company Secretary  
Date: 29 January, 2014

**ROCKWELL SOLUTIONS LIMITED**  
Brunel Road, Dundee DD2 4TG  
Scotland, UK

By:   
Name: Zain Okhai  
Title: Director and Company Secretary  
Date: 29 January, 2014