

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4264011

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
STEEL STORAGE HOLDINGS PTY LTD	12/23/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JANUS INTERNATIONAL GROUP LLC
<b>Street Address:</b>	P.O. BOX 567
<b>City:</b>	TEMPLE
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30179
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15423224
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(619)795-1311
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	619-795-1300
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<b>ATTORNEY DOCKET NUMBER:</b>	E2223.751(T).USC1W#+
<b>NAME OF SUBMITTER:</b>	MATTHEW J. STOCKERT
<b>SIGNATURE:</b>	/Matthew J. Stockert/
<b>DATE SIGNED:</b>	02/07/2017
<b>Total Attachments: 23</b>	
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DATED 23 DECEMBER 2014

STEEL STORAGE HOLDINGS PTY LTD (1)

and

JANUS INTERNATIONAL GROUP LLC (2)

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ASSIGNMENT OF INTELLECTUAL PROPERTY

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WALKER MORRIS  
Kings Court  
12 King Street  
LEEDS  
LS1 2HL  
Tel: 0113 283 2500  
Fax: 0113 245 9812  
Ref: JAN.168-1

CONTENTS

SECTION	HEADING	PAGE
1	INTERPRETATION	3
2	ASSIGNMENT	6
3	GOODWILL	7
4	WARRANTIES	7
5	MORAL RIGHTS	8
6	FURTHER ASSURANCE	8
7	WAIVER	9
8	ENTIRE AGREEMENT	9
9	VARIATION	9
10	SEVERANCE	9
11	COUNTERPARTS	10
12	THIRD PARTY RIGHTS	10
13	NOTICES	10
14	AGENT FOR SERVICE	11
15	GOVERNING LAW AND JURISDICTION	11
	SCHEDULE 1 - PATENTS	12
	SCHEDULE 2 - REGISTERED DESIGNS	15
	SCHEDULE 3 - TRADE MARKS	17
	SCHEDULE 4 - DOMAIN NAMES	23

THIS DEED is made on 23 DECEMBER

2014

**BETWEEN:**

- (1) STEEL STORAGE HOLDINGS PTY LTD (ACN: 105 080 420) whose registered office is at Northport Business Park Unit 1, 425 Nudgee Road, Hendra, Queensland 4011, Australia (the Assignor); and
- (2) JANUS INTERNATIONAL GROUP LLC a Delaware Limited Liability company whose registered office is P.O. Box 367, Temple, GA 30179, U.S.A (the Assignee).

**Background**

- (A) The Assignor owns all rights, title and interest in and to the Assigned Rights (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign to the Assignee all its rights, title and interest in and to the Assigned Rights on the terms set out in this deed.

**IT IS AGREED AS FOLLOWS:**

**1 INTERPRETATION**

1.1 In this deed and the schedules, the following words have the following meanings:

*Assigned Rights* means the Domain Names, Materials, Patents, Trade Marks and Registered Designs;

*Business Day* means a day other than a Saturday, Sunday or public holiday in England when clearing banks in London are generally open for business;

*Company* means Steel Storage Europe Limited (company no. 03289417) whose registered office is at Heathrow Business Centre, 65 High Street, Egham, Surrey, TW20 9EV;

*Design, Patent and Know-How Licence Deed* means a design, patent and know-how licence deed in relation to the Registered Designs, Patents and Materials dated on or around the date of this deed between (i) the Assignor and (ii) the Assignee;

*Deed of Covenants* means a deed of covenant in relation to the conduct of Restricted Business and related matters dated on around the date of this deed between (i) the Assignor (ii) the Assignee and (iii) Jonathan Perrins;

*Domain Names* means the domain names listed in schedule 4;

*Group* means in relation to a company, that company, any subsidiary or holding company of that company, and any subsidiary of a holding company of that company;

*Group Company* means in relation to a company, any member of its Group;

*Intellectual Property Rights* means patents, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist as at the date of this deed in any part of the world;

*Main Agreement* means a share purchase agreement in relation to the shares in the Company dated on or around the date of this deed between (i) the Assignor (ii) the Assignee and (iii) Jonathan Perrins;

*Materials* means all know-how, manuals, technical documents and all other materials developed or created in relation to the Domain Names, Patents, Trade Marks and Registered Designs;

*Patents* means the patents and the applications (short particulars of which are set out in schedule 1);

*Registered Designs* means the registered designs and the applications (short particulars of which are set out in schedule 2);

*Trade Mark Licence Deed* means a trade mark licence deed in relation to the Trade Marks dated on or around the date of this deed between (i) the Assignor and (ii) the Assignee;

*Trade Marks* means the registered trade marks and the applications and the unregistered marks (short particulars of which are set out in schedule 3); and

*Transaction Documents* means this deed, the Main Agreement, the Trade Mark Licence Deed, the Design, Patent and Know-How Licence Deed and the Deed of Covenant.

- 1.2 Clause and schedule headings shall not affect the interpretation of this deed.
- 1.3 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.
- 1.4 References to clauses and schedules are to the clauses and schedules of this deed.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a *holding company* or a *subsidiary* means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership, and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this deed to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.

- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Writing or written includes faxes but not e-mail.
- 1.11 Any words following the terms *including*, *include*, *in particular* or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

## 2 ASSIGNMENT

- 2.1 In consideration of the sum of [REDACTED] (which shall be deemed to be inclusive of all applicable of all related sales taxes in any jurisdiction and receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:
- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents, Registered Designs and Trade Marks;
- 2.1.2 all goodwill attaching to the Trade Marks; and
- 2.1.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and subject as expressly agreed between the parties to retain any damages recovered) in respect of any infringement wherever and whenever, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this deed.
- 2.2 The assignment under this agreement does not include Intellectual Property Rights created by the Assignor after the date of this assignment unless expressly agreed between the parties.



3 GOODWILL

The Assignor confirms that this assignment is made with any and all goodwill attaching to the Assigned Rights in the Europe.

4 WARRANTIES

The Assignor warrants to the Assignee that:

- 4.1 It is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- 4.2 the Assigned Rights include all the Intellectual Property Rights which are in use by the Company or have been applied for or registered by the Assignor for the benefit of the Company as at the date of this agreement. If any Assigned Rights are not listed in the schedules, the Assignor shall hold such rights on trust for the Assignee and, on the request of the Assignor, assign all right and title to such rights to the Assignee pursuant to the terms of this agreement;
- 4.3 for each of the applications and registrations listed in schedule 1, schedule 2, schedule 3 and schedule 4 it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid in full;
- 4.4 it has not licensed or assigned any of the Assigned Rights;
- 4.5 the Assigned Rights are free from any security interest, option, mortgage, charge, lien or other encumbrance;
- 4.6 it is unaware of any infringement or any circumstances likely to result in any infringement of any of the Assigned Rights;
- 4.7 all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights, and there are no circumstances of which the Assignor is aware which are likely to prevent any application listed in schedule 1, schedule 2 or schedule 3 proceeding to grant;
- 4.8 it has received no notice that exploitation of the Assigned Rights infringes the rights of any third party;

4.9 there have been no previous assignments of the applications and registrations listed in schedule 1, schedule 2 and schedule 3; and

4.10 to the extent that any Materials do exist, the Materials are its original work and have not been copied wholly or substantially from any other source.

### 5 MORAL RIGHTS

The Assignor, being the sole author of the Materials, waives absolutely its moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Materials and, so far as is legally possible, any broadly equivalent rights it may have in any territory of the world.

### 6 FURTHER ASSURANCE

6.1 The Assignor shall, at the Assignee's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee reasonably requests, to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this deed, including registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights.

6.2 The Assignor irrevocably appoints the Assignee to be its attorney to execute and do any such instrument or thing, and generally to use its name, for the purpose of registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights. The Assignor acknowledges in favour of a third party that a certificate in writing signed by any director or the secretary of the Assignee or any person appointed in accordance with clause 6.4 that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.

6.3 This power of attorney is irrevocable as long as any of the Assignor's obligations under this deed remain undischarged.

6.4 Without prejudice to clause 6.2, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:

6.4.1 take any action that this deed requires the Assignor to take;

6.4.2 exercise any rights which this deed gives to the Assignor; and

6.4.3 appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.

6.5 The Assignor must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause.

7 **WAIVER**

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.

8 **ENTIRE AGREEMENT**

8.1 The Transaction Documents constitute the whole agreement between the parties and supersede all previous agreements between the parties relating to their subject matter.

8.2 Each party acknowledges that, in entering into this deed, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this deed or the Transaction Documents.

8.3 Nothing in this clause shall limit or exclude any liability for fraud.

9 **VARIATION**

No variation of this deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10 **SEVERANCE**

10.1 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.

10.2 If any invalid, unenforceable or illegal provision of this deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 11 COUNTERPARTS

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.

## 12 THIRD PARTY RIGHTS

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

## 13 NOTICES

13.1 Any notice or other communication required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

13.1.1 Assignor: Steel Storage Holdings Pty Ltd (ACN: 105 930 420) at Northport Business Park Unit 1, 425 Nudgee Road, Hendra, Queensland 4011, Australia; and

13.1.2 Assignee: Janus International (UK) Limited at Davrey Drive, North West Industrial Estate, Peterlee, County Durham, SRA 2JF,

or as otherwise specified by the relevant party by notice in writing to each other party.

13.2 Any notice or other communication shall be deemed to have been duly received:

13.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;

13.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

13.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

13.3 A notice or other communication required to be given under this deed shall not be validly given if sent by e-mail.

13.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

#### 14 AGENT FOR SERVICE

- 14.1 Each of the parties must maintain an agent for service of any legal action or proceeding arising out of or in any way relating to this deed or its formation. Such agent shall be, and each party warrants that in respect of the agent set out opposite its name (if any) it is, the person identified in column (2) of schedule 8 of the Main Agreement opposite the name of the relevant party. Such service shall be deemed completed and sufficiently served on the relevant party on delivery to such agent (whether or not it is forwarded to and received by the relevant party).
- 14.2 Each party irrevocably undertakes not to revoke the authority of the agent referred to in clause 14.1 without appointing a substitute acceptable to the other parties and if, for any reason, such an agent ceases to be able to act as agent or no longer has an address in England or Wales, the relevant party shall forthwith appoint a substitute acceptable to the other parties and promptly deliver to each of the parties the new agent's name, address and fax number.
- 14.3 If, following an agent referred to in clause 14.1 (or any substitute or replacement appointed in accordance with clause 14.2) ceasing to be able to act as agent or no longer having an address in England or Wales, the relevant party fails to appoint another agent, the Assignee or the Assignor shall be entitled to appoint one on the relevant party's behalf (without liability to such party and at such party's sole expense).
- 14.4 This clause 14 does not affect the right to serve process in any other manner permitted by law.

#### 15 GOVERNING LAW AND JURISDICTION

- 15.1 This agreement (and any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to this agreement or its formation) is governed by the law of England and Wales and each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of England and Wales in relation to any legal action or proceedings arising out of or in any way relating to this agreement and irrevocably waives any objection to any such legal action or proceedings in such courts on the grounds of venue or on the grounds that any such legal action or proceedings have been brought in an inappropriate forum.

15.2 Nothing in this clause 15 shall (or shall be construed so as to) limit the right of either party to take legal action or proceedings against the other in the courts of any country in which that party has assets, nor shall the taking of legal action or proceedings in any one or more such jurisdictions preclude the taking of legal action or proceedings in any other such jurisdiction (whether concurrently or not), if and to the extent permitted by applicable law.

IN WITNESS of which the parties to this deed have executed it as a deed and delivered it on the date first written in this deed.

SCHEDULE 1 - PATENTS

Country or territory	Application or Registration Number	Date of filing / Status	Description
Australia	PCT/AU2006/000674	22/03/2006 Lapsed	WALL ASSEMBLY
Australia	2005902629	20/03/2005 Lapsed	WALL ASSEMBLY
United States	11/913,987 8495845	22/05/2006 Granted	WALL ASSEMBLY
Japan	2008-311506 3113041	22/05/2006 Granted	WALL ASSEMBLY
China	200680017213.9 200680017213.9	22/03/2006 Granted	WALL ASSEMBLY
Australia	2008246996 2006246996	22/03/2006 Granted	WALL ASSEMBLY
New Zealand	563332 563332	22/03/2006 Granted	WALL ASSEMBLY
European Union	06741096.3	22/03/2006 Pending	WALL ASSEMBLY
Hong Kong	08109091.9 08C1114649	15/08/2008 Granted	WALL ASSEMBLY
Australia	2010905217	21/05/2010 Lapsed	DOOR LATCH ASSEMBLY
PCT	PCT/AU2011/000457	21/05/2010 Lapsed	DOOR LATCH ASSEMBLY
Australia	2011236116	20/04/2011 Granted	DOOR LATCH ASSEMBLY

European Union	11783753.5	20/04/2011 Pending	DOOR LATCH ASSEMBLY
Malaysia	PC2012005007	20/04/2011 Pending	DOOR LATCH ASSEMBLY
China	201180032181.0	20/04/2011 Pending	DOOR LATCH ASSEMBLY
Korea	10-2012-7033025	20/04/2011 Pending	DOOR LATCH ASSEMBLY
Singapore	201208368-9 185562	20/04/2011 Granted	DOOR LATCH ASSEMBLY
Japan	2013-519442	20/04/2011 Pending	DOOR LATCH ASSEMBLY
Hong Kong	13/10459.8	20/04/2011 Pending	DOOR LATCH ASSEMBLY
PCT	PCT/AU2014/000780	Pending	DOOR LATCH ASSEMBLY
PCT	PCT/AU2014/000781	Pending	LOCK ARRANGEMENT



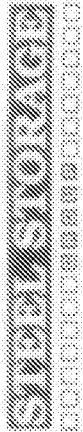

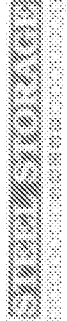
SCHEDULE 2 – REGISTERED DESIGNS




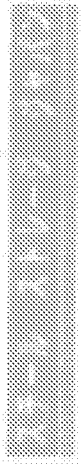
Country/ territory	Application number / Registration number	Date filed /Status	Description
United Kingdom	2062194 2062194	06/01/1997 Registered	A BUILDING PANEL
United Kingdom	2064810 2064810	06/01/1997 Registered	A BUILDING PANEL
Australia	12087/2010 331402	21/05/2010 Registered	LATCH PLATE
Australia	12093/2010 331710	21/05/2010 Registered	DOOR LATCH
European Union	001780735 001780735-001	12/11/2010 Registered	DOOR LATCH
Singapore	D2010/11171 D2010/11171	15/11/2010 Registered	DOOR LATCH
Japan	2010-27982 1416403	22/11/2010 Registered	DOOR LATCH
Korea	30-2010-40982 10-0666030	19/11/2010 Registered	DOOR LATCH FOR STORAGE
China	201030626834.6 ZL 2010 3 0626834.6	19/11/2010 Registered	DOOR LATCH
Australia	201413789 357198	04/08/2014 Registered	LOCK WITH SKIRT
Australia	201413790 357198	04/08/2014 Registered	LOCK
Australia	201413791	04/08/2014 Registered	ROLLER DOOR RECESSED LOCK

	357200		WITH OVERLAPPING FLANGE
Australia	201413792 357201	04/08/2014 Registered	ROLLER DOOR RECESSED LATCH WITH SERVO/D






SCHEDULE 3 - TRADE MARKS


Part A Registered trade marks and applications

Country	Number	Effective Filing Date	Classes	Status	Graphic / Logo
New Zealand	271175	23/12/1996	37	Registered	
Australia	1687207	23/11/2005	6	Registered	STREAMLINE THE SAFE + CLEAN SELF STORAGE SYSTEM
Australia	1881189	30/11/2005	6	Registered	
Australia	724807	16/12/1996	37	Registered	

Australia	1338475	140112010	6, 37	Registered	
New Zealand	821303	140312010	6, 37	Registered	
Mexico Protocol- Assigning Europe, China, Japan & Singapore	1043879	14052010	6, 37	Registered	
Japan	5401344	24052010	6, 37	Registered	
Singapore	110898240	14052010	6, 37	Registered	

Japan	1043879	1405/2010	6, 37	Registered	STEEL STORAGE
China	368441	1109/2006	6	Registered	STEEL STORAGE
China	378867	1109/2006	37	Registered	STEEL STORAGE
Europe	1043879	1405/2010	6, 37	Registered	STEEL STORAGE

South Korea	45-4052919 (Business No. 45-2913- 0007548)	16/12/2013	6, 37	Registered	
Malaysia	2013063788	17/12/2013	8	Pending	
Hong Kong	302538033	16/12/2013	6, 37	Registered	
South Africa	2013/35239	18/12/2013	6	Pending	
Malaysia	2013063790	17/12/2013	37	Pending	

South Africa	2013/35200	18/12/2013	37	Pending	
Australia	1615451		6	Pending	STREAMLINE
Medical Professionals designating Europe, China, Japan, Korea, USA, New	Based on 1615451		6	Pending	STREAMLINE

Part B Unregistered Trade Marks

STEEL STORAGE

STREAMLINE

SCHEDULE 4 - DOMAIN NAMES

Domain name	Renew Before	Org. Name	Org. Company	Org. Email	Org. Address
steelstorage.net	26/05/2015	Ben Davison	Steel Storage Holdings Pty Ltd	ben.davison@steelstorage.co.uk	Northport Business Park Unit 1, 425 Nudgee Road Hendra Brisbane QLD 4011
steelstorage.solutions	06/11/2016	Ben Davison	Steel Storage Holdings Pty Ltd	ben.davison@steelstorage.co.uk	Northport Business Park Unit 1, 425 Nudgee Road Hendra Brisbane QLD 4012



