

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5150848

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ITW AUSTRALIA PTY. LTD.	12/19/2017

RECEIVING PARTY DATA

Name:	ILLINOIS TOOL WORKS INC.
Street Address:	155 HARLEM AVENUE
City:	GLENVIEW
State/Country:	ILLINOIS
Postal Code:	60025

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	D576472
Patent Number:	8025091
Patent Number:	D572129
Application Number:	13133282
Patent Number:	6267365

CORRESPONDENCE DATA

Fax Number: (202)408-4400

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.

Phone: 2024084000

Email: bernie.carson@finnegan.com

Correspondent Name: FINNEGAN

Address Line 1: 901 NEW YORK AVENUE, NW

Address Line 4: WASHINGTON, D.C. 20001

ATTORNEY DOCKET NUMBER: 14039.0804-00337

NAME OF SUBMITTER: B.CARSON

SIGNATURE: /B.CARSON/

DATE SIGNED: 09/20/2018

Total Attachments: 27

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PATENT

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INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT

This INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT (this "Agreement") is effective this 19th day of December 2017 (the "Effective Date") by and among ITW Australia Pty. Ltd., a company organized under the laws of Australia ("Seller"), Illinois Tool Works Inc., a United States corporation ("Purchaser"), and ITW Limited, a United Kingdom company ("Licensee") (collectively, the "Parties").

This Agreement sets forth the terms and conditions upon which Seller will sell to Purchaser (with a concurrent payment obligation and vesting of rights arising into Licensee), and Purchaser will purchase from Seller, certain Intellectual Property, as defined below, and Purchaser will assume certain liabilities related to the Intellectual Property upon the terms and subject to the conditions set forth in this Agreement.

WHEREAS, Purchaser and Licensee have entered into a Cost Contribution Arrangement dated January 1, 2016 ("CCA"), and under Section 11.1 of the CCA, Purchaser and Licensee have committed to the extent that there are any additions of Intangibles (e.g., such as the aforementioned Intellectual Property) to the CCA, Purchaser and Licensee will make arm's length payments for these Intangibles and these Intangibles will subsequently be included under the definition of Developed Intangibles (as defined in Section 1.6 of the CCA).

WHEREAS, pursuant to the CCA, Purchaser and Licensee have entered into a license agreement for such Developed Intangibles.

WHEREAS, Purchaser seeks to obtain legal title to and Licensee seeks rights in the subject Developed Intangibles set forth within said license agreement, it being understood that Purchaser's interest in the subject Developed Intangibles will be subject to the License *ab initio*.

NOW, THEREFORE, in consideration of the above and the other consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND TERMS

1.1 Specific Definitions. As used in this Agreement, the following terms have the following meanings:

"Affiliate" of a Party means any entity controlled by, controlling, or under common control with such Party, where "control" in any of the foregoing forms means ownership, either direct or indirect, of more than 50% of the equity interest entitled to vote for the election of directors or equivalent governing body. An entity shall be considered an Affiliate only so long as such entity continues to meet the foregoing definition.

"Agreement" means this Intellectual Property Asset Purchase Agreement, as the same may be amended or supplemented from time to time in accordance with the terms of this Agreement.

"Assumed Liabilities" has the meaning specified in Schedule 2.2(a).

"Consent" means any consent, waiver, approval, authorization, exemption, registration or declaration.

"Customer Based Intangibles" means all right, title and interest of whatever nature in and to the intellectual property or types of intellectual property used in the Seller's business and listed in Schedule 3 attached hereto.

"Damages" has the meaning specified in Section 5.1.

"Excluded Assets" has the meaning specified in Schedule 2.1(e).

"Excluded Liabilities" has the meaning specified in Schedule 2.2(b).

"Intellectual Property" has the meaning specified on Schedule 2.1(a) attached hereto including intellectual property that is the subject of pending or granted registrations; the issued patents and pending patent applications specified on Schedule 2.1(b); the registered trademarks and pending trademark applications specified on Schedule 2.1(c); and the domain names specified on Schedule 2.1(d); and any and all good will in any of the foregoing.

"Judgments" means any judgments, injunctions, orders, writs, rulings or awards of any court or other judicial authority or any governmental, administrative or regulatory authority of competent jurisdiction.

"Laws" means any federal, state, local or foreign law, statute, ordinance, rule, regulation, order or decree.

"Material Adverse Effect" means a material adverse effect on the Intellectual Property, whether taken individually or as a whole.

"Person" means an individual, a corporation, a limited liability company, a partnership, joint stock company, an association, a joint venture, firm, enterprise, a trust (including a business trust), official body or other entity or organization.

"Purchase Price" has the meaning specified in Schedule 2.2(a).

"Purchaser Indemnified Party" means Purchaser, Purchaser's Affiliates and its and their respective directors, officers, shareholders, attorneys, accountants, agents and employees, and their respective heirs, successors and assigns.

"Seller Indemnified Party" means Seller, Seller's respective Affiliates and its and their respective directors, officers, shareholders, attorneys, accountants, agents and employees, and their respective heirs, successors and assigns.

"United States" means the United States of America as defined in 35 USC § 100(c).

1.2 Other Definitional Provisions. (a) Any reference to an Article, Section or Annex is a reference to an Article or Section of, or an Annex to, this Agreement.

(b) Terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.

(c) The words "include", "includes" and "including" are not limiting.

ARTICLE II

TRANSFER OF ASSETS AND LIABILITIES

2.1 Purchase and Sale of the Intellectual Property. (a) Except for those Excluded Assets, upon the terms and subject to the conditions of this Agreement, Seller hereby sells, transfers, conveys, assigns and delivers to Purchaser, and Purchaser hereby purchases, acquires and accepts from Seller, with full title guarantee, subject to the concurrent granting of rights in the Licensee, all right, title and interest in and to the Intellectual Property, together with all common law rights connected thereto and all

rights of action, powers, benefits and immunities belonging to the same wherever in the world, including the right to sue for and obtain damages and other relief in respect of any act of infringement and other causes of action (whether past, present or future) of or relating to the Intellectual Property or any part thereof and the violation of any common law rights connected with the Intellectual Property.

- (b) Any asset not designated as Intellectual Property on Schedules 2.1(a), 2.1(b), 2.1(c), or 2.1(d) or specified as an excluded asset on Schedule 2.1(e) shall be deemed an "Excluded Asset".
- (c) For the avoidance of doubt, Purchaser will be the sole owner of all rights, title and interest to the Intellectual Property sold under this agreement.

2.2 Assumption of Liabilities. (a) Upon the terms and subject to the conditions of this Agreement, Purchaser hereby agrees to assume and discharge or perform when due, all liabilities and obligations whatsoever, that relate to the Intellectual Property (the "Assumed Liabilities") and any other liabilities and obligations specifically assumed by Purchaser under this Agreement.

- (b) The Assumed Liabilities shall exclude any and all liabilities arising out of or relating to the Excluded Assets. The liabilities, obligations and commitments enumerated in this Section 2.2(b) are the "Excluded Liabilities".

2.3 Consideration. (a) Purchaser agrees, within thirty (30) days from the Effective Date of this Agreement, or within such other reasonable period of time as the Parties may agree, to deliver to Seller and/or cause Licensee to deliver to Seller, in full payment for the aforementioned sale, conveyance, assignment, transfer and delivery of the Intellectual Property and the assumption of the Assumed Liabilities, the amount of [REDACTED] (the "Purchase Price").

The proportion of the Purchase Price to be paid directly by Purchaser and/or Licensee will be determined in accordance with the CCA.

- (b) Notwithstanding any provision of this Agreement to the contrary, the sale, conveyance, assignment, transfer and delivery of the Intellectual Property and the assumption of the Assumed Liabilities are effective as of the Effective Date.
- (c) Notwithstanding any provision of this Agreement to the contrary, the Purchase Price allocated pursuant to 2.3(a) for the sale, conveyance, assignment, transfer and delivery of the Intellectual Property and the assumption of the Assumed Liabilities may be adjusted, if such adjustment is made within twelve (12) months from the date of this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.5 Intellectual Property. (a) Schedule 2.1(a) contains a complete and correct list of all Intellectual Property owned by Seller as of the date of this Agreement with the exception of the Excluded Assets as specified on Schedule 2.1(e). All Intellectual Property which is the subject of this transfer is owned by Seller without any encumbrances or rights of third parties and without any source code escrow arrangements.

(b) With respect to the Intellectual Property: (i) there are no outstanding claims by Seller against third parties regarding infringement or other violation of the Intellectual Property identified on Schedule 2.1(a); (ii) Seller has received no written notice of any outstanding claims by third parties that Seller's use of the Intellectual Property identified on Schedule 2.1(a) infringes or otherwise violates the rights of a third party. (iii) all fees, if any, to the relevant patent and trademark offices and any other relevant register regarding the registered or pending Intellectual Property identified on Schedules 2.1(b), (c) and (d) that are due and payable on or before the Effective Date of this Agreement have been paid in full; (iv) none of the registered or pending Intellectual Property identified on Schedules 2.1(b), (c) and (d) is the subject of any pending proceedings for opposition, cancellation or revocation; (v) no proceedings have been instituted or are pending which challenge the validity or enforceability of the registered Intellectual Property identified in Schedules 2.1(b), (c) and (d); and (vi) the Seller has taken all reasonable steps as necessary to maintain its trade secret and confidential information.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows:

4.1 Organization. Purchaser is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization.

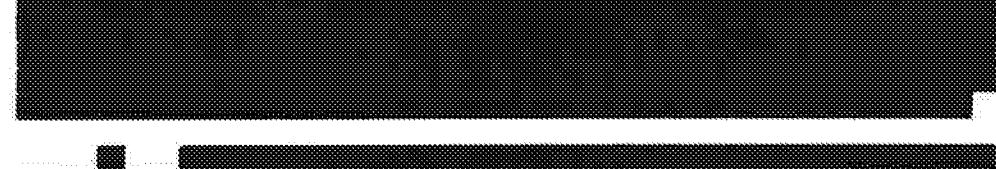
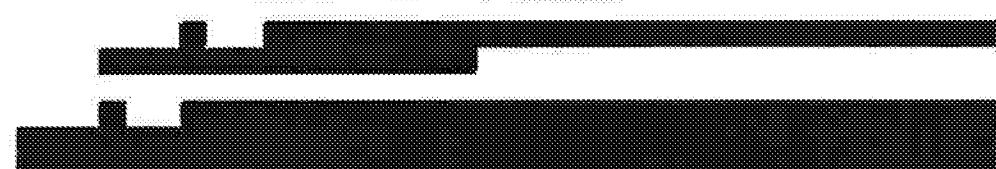
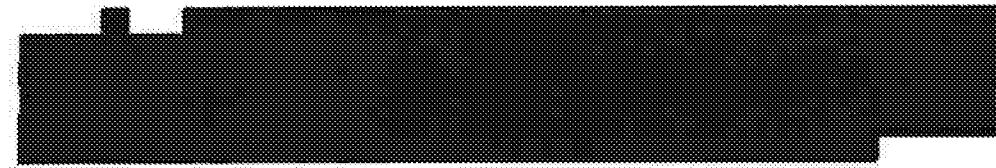
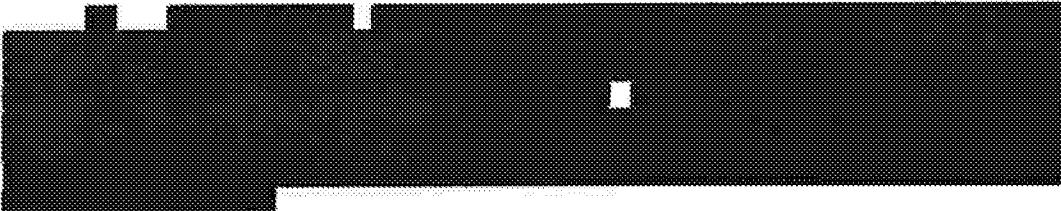
4.2 Authorization. Purchaser has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Purchaser have been duly and validly authorized by all necessary action of Purchaser and no additional authorization on the part of Purchaser is necessary in connection with the execution, delivery and performance by Purchaser of this Agreement.

4.3 Binding Effect. This Agreement has been duly executed and delivered by Purchaser and is a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with

their respective terms, subject to applicable bankruptcy, insolvency and similar Laws affecting creditors' rights generally and to general principles of equity.

ARTICLE V

INDEMNIFICATION



ARTICLE VI

GENERAL PROVISIONS

6.1 Commercially Reasonable Efforts. Each party to this Agreement shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under the applicable laws or otherwise required to be taken or done by it to consummate the transactions contemplated hereby.

6.2 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, assigns, and Affiliates, but shall not be assignable by any party hereto without the prior written consent of the other parties hereto. Any purported assignment prohibited hereby shall be null and void.

6.3 Waiver. No party may waive any of the terms or conditions of this Agreement except by an instrument in writing, duly signed by each of the parties.

6.4 Entire Agreement; Amendment. This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties hereto and their affiliates with respect to the matters set forth in this Agreement. This Agreement may not be amended except by an instrument in writing signed by each party to this Agreement.

6.5 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, UNITED STATES OF AMERICA, REGARDLESS OF CONFLICT OF LAW PRINCIPLES THEREOF.

6.6 Consent to Jurisdiction. All disputes, litigation, proceedings or other legal actions by any party to this Agreement in connection with or relating to this Agreement or any matters described or contemplated in this Agreement shall be instituted in the courts of the State of Illinois or of the United States of America sitting in the State of Illinois. Each party to this Agreement irrevocably submits to the exclusive jurisdiction of the courts of the State of Illinois and of the United States of America sitting in the State of Illinois in connection with any such dispute, litigation, action or proceeding arising out of or relating to this Agreement.

6.7 Notices. Any notices or other communications required or permitted under this Agreement or otherwise in connection herewith shall be in writing and shall be deemed to have been duly given when delivered in person or upon confirmation of receipt when transmitted by facsimile transmission or on receipt after dispatch by registered or certified mail, postage prepaid, addressed, as follows:

If to Seller to:

ITW Australia Pty. Ltd.
74 Doncaster Rd, Unit 15, Level 3
Balwyn North, Victoria, 3104
Australia

If to Purchaser to:

Illinois Tool Works Inc.
155 Harlem Avenue
Glenview, Illinois, 60025
United States of America

If to Licensee to:

ITW Limited
Nexus House
Station Road
Egham, Surrey TW20 9LB
United Kingdom

or such other address as the person to whom notice is to be given has furnished in writing to the other parties. A notice of change in address shall not be deemed to have been given until received by the addressee.

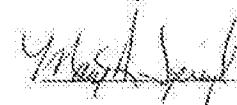
6.8 Headings and Schedules. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The disclosure or inclusion of any matter or item on any Schedule shall not be deemed an acknowledgment or admission that any such matter or item is required to be disclosed or is material for purposes of the representations and warranties set forth in this Agreement.

6.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

6.10 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

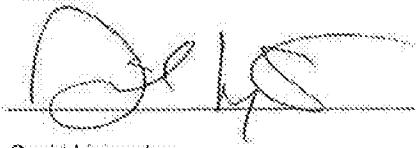
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

ITW Australia Pty. Ltd.

By: 

Name: MaryAnn Spiegel

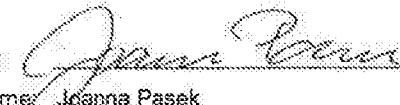
Title: Director

By: 

Name: David Livingston

Title: Director

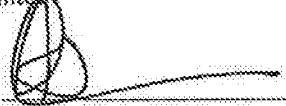
Illinois Tool Works Inc.

By: 

Name: Joanna Pasek

Title: Vice President

ITW Limited

By: 

Name: Giles Hudson

Title: Director

SCHEDULE 2.1(a)
INTELLECTUAL PROPERTY

Intellectual Property means and includes any of the following that pertain to the business of the Seller, and all applications and registrations for the foregoing as listed on Schedules 2.1(b) to (d):

- (a) all inventions, improvements, U.S., foreign and international design and utility patent registrations and applications (including all reissues, divisions, continuations, continuations-in-part and extensions of any patent or patent application), Industrial designs and applications for registration of industrial designs;
- (b) all trade names, trade dress, logos and designs, brand names, slogans, domain names, trademarks and service marks (whether registered, unregistered or existing at common law and used with goods or services and including goodwill attaching to such trademarks), registrations and applications for such trademarks and service marks;
- (c) all copyrights and copyright registrations; and
- (d) all trade secrets and other rights in, know-how and confidential or proprietary information, excluding Customer Based Intangibles, and including but not limited to, technologies in development, computer programs and other computer software (including software systems and applications), Web sites, domains, domain names and related software, interfaces, topographies, source code, object code, algorithms, display screens, layouts, development tools, instructions, templates, evaluation software and hardware, formulae and information, manufacturing, engineering and other drawings and manuals, technology, processes, design, lab journals, notebooks, schematics, data, plans, blue prints, research and development reports, technical information, technical assistance, engineering data, design and engineering specifications.

SCHEDULE 2.1(b)

PATENTS

Country	Inv. Title	App Number	File Date	Application Status	Issue Date	Pub. Number	Pat. Number
CA	A SCREW FASTENER	2345481	27-Apr-2001	Granted	18-Jul-2008	2345481	2345481
NZ	A SCREW FASTENER	511382	27-Apr-2001	Granted	07-Jan-2003	1479	511382
AU	VOID FORMER	2006203548	17-Aug-2006	Granted	08-Jun-2012		2006203548
NZ	VOID FORMER	593077	25-May-2011	Granted	22-Mar-2013	1602	593077
NZ	A PLUG FOR A CAST-IN FERRULE	551073	06-Nov-2006	Granted	10-Jul-2008		551073
AU	LIFTING ANCHOR SUPPORT	2006241317	22-Nov-2006	Granted	31-May-2012		2006241317
AU	BEARER END PLATE	200101927	20-Jun-2001	Granted	22-Nov-2001		145993
US	TRUSS JIGGING/PRESSING SYSTEMS	09/448369	23-Nov-1999	Granted	31-Jul-2001		6267365
AU	SCREW	2007201924	01-May-2007	Granted	25-Nov-2010		2007201924
ID	SCREW	W00200803551	01-May-2007	Granted	12-Apr-2012	0491765A	P0030684
CN	SCREW	200780017420-9	01-May-2007	Granted	26-Jan-2011	181443562	ZL200780017420.9
TW	SCREW	96117478	16-May-2007	Granted	01-Jun-2011	1342926	1342926
NZ	SCREW	572315	01-May-2007	Granted	06-Nov-2010	1573	572315
MY	SCREW	PI20084528	01-May-2007	Granted	16-Mar-2011		MY143094A
NZ	SPACER FOR ON-GROUND CASTING	555727	08-Jun-2007	Granted	12-Feb-2009		555727
NZ	SPACER FOR CONCRETE REINFORCEMENT	555728	08-Jun-2007	Granted	12-Feb-2009		555728
AU	CAST-IN LIFTING ANCHOR	2007202357	24-May-2007	Granted	06-Mar-2014		2007202357
NZ	CAST-IN LIFTING ANCHOR	574050	27-Jun-2007	Granted	09-Jul-2012	1593	574050
NZ	A CONNECTOR FOR USE IN BUILDING CONSTRUCTION	408727	21-Feb-2006	Granted	25-Aug-2006		408727
US	A CONNECTOR FOR USE IN BUILDING CONSTRUCTION	29/277403	23-Feb-2007	Granted	09-Sep-2008		D576472
AU	A TRUSS BOOT	13834/2006	25-Aug-2006	Pending			
NZ	A TRUSS BOOT	408726	21-Feb-2006	Granted	25-Aug-2006		408726
AU	SHEAR PLATE	2007214295	29-Aug-2007	Granted	20-Mar-2014		2007214295
NZ	SHEAR PLATE	575008	29-Aug-2007	Granted	08-Mar-2011		575008
AU	VOID FORMER	2007203287	17-Jul-2007	Granted	23-Jan-2014		2007203287
AU	FASTENER	2007216641	05-Sep-2009	Granted	02-Jan-2014		2007216641
EP	FASTENER	07800266.4	05-Sep-2007	Pending		2069644	
CA	FASTENER	2663914	05-Sep-2007	Granted	02-Dec-2014	2663914	2663914
AU	PROP ANCHOR	2007216651	06-Sep-2007	Granted	06-Mar-2014		2007216651
NZ	PROP ANCHOR	581447	13-Sep-2007	Granted	14-May-2009		581447
US	OPENING PROTECTION	11/949725	03-Dec-2007	Granted	27-Sep-2011	US 2008-0142166 A1	8025091
AU	A SCREW HEAD	16435/2007	14-Feb-2007	Granted	07-May-2007		313983

Country	Inv. Title	App Number	File Date	Application Status	Issue Date	Pub. Number	Pat. Number
NZ	A SCREW HEAD	409502	06-Aug-2007	Granted	14-Feb-2008		409502
IN	A SCREW HEAD	211754	09-Sep-2007	Pending			
AU	A DRIVING PORTION OF A SCREW DRIVER	16436/2007	14-Feb-2007	Granted	07-May-2007		313982
IN	A DRIVING PORTION OF A SCREW DRIVER	211753	09-Sep-2007	Pending			
NZ	A DRIVING PORTION OF A SCREW DRIVER	409503	06-Aug-2007	Granted	14-Feb-2008		409503
NZ	SECURITY SCREW	565823	11-Feb-2008	Granted	08-Oct-2009		565823
EM	SECURITY SCREW	000889159-0001	29-Feb-2008	Granted	09-Jun-2008		000889159-0001
AU	CLIP	16484/2007	16-Feb-2007	Granted	08-May-2007		314030
US	CLIP	29/283474	15-Aug-2007	Granted	01-Jul-2008		D672129
NZ	SPACER	563427	14-Nov-2007	Granted	09-Jul-2009		563427
AU	SPACER FOR CONCRETE REINFORCEMENT	16556/2007	22-Feb-2007	Granted	15-May-2007		314056
AU	SPACER FOR CONCRETE REINFORCEMENT	16556/2007	22-Feb-2007	Granted	15-May-2007		314067
AU	A FERRULE CHAIR	17425/2007	13-Apr-2007	Granted	03-Jul-2007		314873
AU	BRACE LOCK	2008201584	09-Apr-2008	Granted	08-Jan-2015		2008201584
AU	A DISPLAY CONTAINER	17426/2007	13-Apr-2007	Granted	03-Jul-2007		314974
AU	FERRULE CHAIR	2008201842	26-Apr-2008	Granted	22-Jan-2015		2008201842
AU	FERRULE CHAIR	18086/2007	24-May-2007	Granted	31-Jul-2007		315504
AU	A CYLINDER ASSEMBLY	18084/2007	24-May-2007	Granted	31-Jul-2007		315502
AU	A THUMB TURN ASSEMBLY	18085/2007	24-May-2007	Granted	31-Jul-2007		315503
AU	VOID FORMER	2008243282	14-Nov-2008	Granted	07-Jan-2016		2008243282
HK	VOID FORMER	11102015.4	26-Nov-2008	Pending			
CN	VOID FORMER	200880122639-X	26-Nov-2008	Granted	21-May-2014	101910529	200880122639
NZ	VOID FORMER	583518	34-Feb-2010	Granted	10-Oct-2011	1584	583518
AU	CAST-IN INSERT	2008255268	12-Dec-2008	Granted	10-Mar-2011		2008255268
AU	CHAIR FOR REINFORCEMENT	2008255244	11-Dec-2008	Granted	11-Mar-2016		2008255244
NZ	FASTENER DRIVING TOOL	587011	29-Jan-2009	Granted	30-Apr-2013		587011
CA	FASTENER DRIVING TOOL	2713272	23-Jul-2010	Granted	15-Oct-2013	2713272	2713272
AU	FASTENER DRIVING TOOL	2009200288	27-Jan-2009	Granted	14-Jul-2016		2009200288
AU	A SCREW	12921/2008	20-Jun-2008	Granted	21-Oct-2008		321503
EM	A SCREW	001057574	18-Dec-2008	Granted	10-Mar-2009		001057574
NZ	A SCREW	411748	17-Dec-2008	Granted	22-Jan-2009		411748
AU	A CHAIR FOR A CONCRETE LIFTING ANCHOR	2009230824	29-Oct-2009	Granted	10-Nov-2016	2009230824	2009230824
NZ	A CHAIR FOR A CONCRETE LIFTING ANCHOR	581180	13-Nov-2009	Granted	07-Nov-2011	1585	581180
AU	A COLLAR FOR A CONCRETE LIFTING ANCHOR	2009230823	29-Oct-2009	Granted	24-Nov-2016	2009230823	2009230823

Country	Inv. Title	App Number	File Date	Application Status	Issue Date	Pub. Number	Pat. Number
NZ	A COLLAR FOR A CONCRETE LIFTING ANCHOR	581179	13-Nov-2009	Granted	10-Oct-2011	1584	581179
AU	AN ANCHOR FOR LIFTING A CONCRETE COMPONENT	2009230822	29-Oct-2009	Granted	25-Aug-2016		2009230822
NZ	AN ANCHOR FOR LIFTING A CONCRETE COMPONENT	581181	13-Nov-2009	Granted	10-Oct-2011	1584	581181
AU	A FASTENER FOR INSULATION	15581/2008	25-Nov-2008	Granted	18-Feb-2009		324756
CA	A FASTENER FOR INSULATION	130811	22-May-2009	Granted	18-Jan-2010		130811
CN	A FASTENER FOR INSULATION	200930188307.9	22-May-2009	Granted	02-Jun-2010		ZL2009301883079
EM	A FASTENER FOR INSULATION	001139943	22-May-2009	Granted	22-May-2009		001139943
AU	A TOOL FOR APPLYING INSULATION FASTENERS	2009240833	25-Nov-2009	Granted	24-Nov-2016		2009240833
CA	A TOOL FOR APPLYING INSULATION FASTENERS	2743779	24-Nov-2009	Granted	19-Aug-2014	2743779	2743779
CN	A TOOL FOR APPLYING INSULATION FASTENERS	200980155352.1	24-Nov-2009	Granted	24-Dec-2014	102300676	200980155352.1
NZ	A TOOL FOR APPLYING INSULATION FASTENERS	592954	24-Nov-2009	Granted	21-Mar-2014	1614	592954
NZ	A TOOL FOR APPLYING INSULATION FASTENERS	618379	28-Nov-2013	Granted	29-Sep-2015		618379
AU	FASTENER FOR INSULATION	2009240835	25-Nov-2009	Granted	17-Mar-2016		2009240835
CA	FASTENER FOR INSULATION	2743786	24-Nov-2009	Granted	18-Mar-2014	2743786	2743786
CN	FASTENER FOR INSULATION	200980152194.4	24-Nov-2009	Granted	08-Jul-2015	102301147	200980152194.4
NZ	FASTENER FOR INSULATION	592955	24-Nov-2009	Granted	03-Dec-2013	1610	592955
RU	STONE DUSTING	2011127984	01-Jun-2009	Granted	20-Jul-2014	2011127984	2523317
AU	STONE DUSTING	2009326839	01-Jun-2009	Granted	16-Apr-2015		2009326839
IN	STONE DUSTING	4006/CHENP/2011	01-Jun-2009	Pending			
CA	STONE DUSTING	2745836	01-Jun-2009	Granted	25-Nov-2014	2745836	2745836
CN	STONE DUSTING	200980155867.1	01-Jun-2009	Pending		102301093	
US	STONE DUSTING	13/133282	27-Oct-2011	Pending		20120111583	
ZA	STONE DUSTING	2011/04238	01-Jun-2009	Granted	29-Feb-2012		2011/04238
AU	SELF DRILLING SCREW	2010200204	19-Jan-2010	Granted	15-Oct-2015		2010200204
CN	SELF DRILLING SCREW	201080008361.0	21-Jan-2010	Granted	29-Jul-2015	102333966	201080008361.0
TH	SELF DRILLING SCREW	1101001220	21-Jan-2010	Pending			

Country	Inv. Title	App Number	File Date	Application Status	Issue Date	Pub. Number	Pat. Number
NZ	A SIDEFORM END SEAL OR CAP	572341	28-Mar-2007	Granted	07-Feb-2012	1588	572341
AU	A SIDEFORM END SEAL OR CAP	2007236537	28-Mar-2007	Granted	15-Mar-2012		2007236537
AU	A MAGNETIC CLAMP	2007299567	04-Sep-2007	Granted	26-Apr-2013		2007299567
NZ	A MAGNETIC CLAMP	575401	04-Sep-2007	Granted	07-Jun-2011	1580	575401
AU	A MAGNETIC CLAMP	2016208297	26-Jul-2016	Pending			
AU	A MAGNETIC CLAMP ASSEMBLY	2007295936	04-Sep-2007	Granted	04-Jul-2013		2007295936
NZ	A MAGNETIC CLAMP ASSEMBLY	575402	04-Sep-2007	Granted	03-Sep-2012	1595	575402
AU	A SIDEFORM SYSTEM	2007321752	31-Oct-2007	Granted	20-Mar-2014		2007321752
NZ	A SIDEFORM SYSTEM	581901	31-Oct-2007	Granted	07-Jun-2011		581901
AU	MOULDED PANEL JOINT CAULKING MEANS	2007321753	31-Oct-2007	Granted	18-Dec-2014		2007321753
NZ	MOULDED PANEL JOINT CAULKING MEANS	581902	31-Oct-2007	Granted	03-Sep-2012	1595	581902
AU	FALSE FORMWORK FOR MOULDING CONCRETE PANELS	2007321754	31-Oct-2007	Granted	11-Dec-2014		2007321754
NZ	FALSE FORMWORK FOR MOULDING CONCRETE PANELS	606238	24-Jan-2013	Pending			
NZ	FALSE FORMWORK FOR MOULDING CONCRETE PANELS	602866	31-Oct-2007	Granted	02-Sep-2014	1619	602866
NZ	SIDEFORM SECURING SYSTEM	581895	31-Oct-2007	Granted	05-Nov-2012	1597	581895
AU	SIDEFORM SECURING SYSTEM	2007321755	31-Oct-2007	Granted	11-Jun-2015		2007321755
NZ	STAIR FORMING METHOD AND APPARATUS	581894	31-Oct-2007	Granted	05-Nov-2012	1597	581894
AU	STAIR FORMING METHOD AND APPARATUS	2007321756	31-Oct-2007	Granted	27-Mar-2014		2007321756
AU	CONCRETE SIDEFORM SYSTEM	2005247959	24-May-2005	Granted	04-Aug-2011	5247959	2005247959
AU	A MAGNETIC CLAMP	2005276943	23-Aug-2006	Granted	25-Aug-2011	5276943	2005276943
AU	AN ADAPTER FOR A MAGNETIC CLAMP	2010219425	14-Sep-2010	Granted	21-Jul-2016		2010219425
AU	AN ADAPTER FOR A MAGNETIC CLAMP	2005316202	14-Dec-2005	Granted	05-Aug-2010	5316202	2005316202
AU	METHOD AND ARRANGEMENT FOR FORMING CONSTRUCTION PANELS AND STRUCTURES	2001065682	16-Jun-2001	Granted	20-Feb-2003		754184
AU	METHOD AND ARRANGEMENTS FOR FORMING CONSTRUCTION PANELS AND STRUCTURES	1998070165	28-Apr-1998	Granted	08-Feb-2001		721582

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AU	FALSE SPLAY SIDEFORM SYSTEM	2001021300	15-Dec-2000	Granted	23-Sep-2004		773839
NZ	METHOD AND ARRANGEMENT FOR FORMING CONSTRUCTION PANELS AND STRUCTURES	520882	15-Jun-2001	Granted	09-Mar-2004		520882
AU	SIDE FORM BRACKET	200200683	13-Mar-2002	Granted	12-Jul-2002		148389
AU	SIDE FORM BRACKET	200101259	12-Apr-2001	Granted	27-Sep-2001		145462
AU	A SIDE FORM CASE B	199904263	22-Dec-1999	Granted	28-Jun-2000		140987
AU	A SIDE FORM CASE D	199904272	22-Dec-1999	Granted	27-Jun-2000		140982
AU	A SIDEFORM	200203756	02-Dec-2002	Granted	28-Feb-2003		150887
AU	AN EDGEFORM SUPPORT CLAMPING PLATE	200203418	31-Oct-2002	Granted	17-Feb-2003		150678
AU	AN EDGEFORM SUPPORT CLAMPING PALTE	200203419	31-Oct-2002	Granted	12-Feb-2003		150641
AU	SIDE FORM ANCHOR BRACKET	200200846	26-Mar-2002	Granted	29-Jul-2002		148612
AU	BRACKET	10326/2009	06-Feb-2009	Granted	18-Feb-2009		324734

SCHEDULE 2.1(c)

TRADEMARKS

Trademark	Class	Country	App No	File Date	Reg No	Reg Date	Status
AQUASHINE	01, 03	Australia	1032180	01-Dec-2004	1032180	01-Dec-2004	Registered
R RONDEL & Circle Design	06, 13	Philippines	41997125352	02-Oct-1997	41997125352	04-Nov-2002	Registered
TECTALOY	1	China (People's Republic)	4432854	24-Dec-2004	4432854	21-Apr-2008	Registered
AIRO-DUST	1	Australia	1282475	28-Jan-2009	1282475	07-Sep-2009	Registered
APPLIED RIGHT CHEMISTRY RIGHT PEOPLE & Design	01, 03, 05, 40	Australia	1130585	18-Aug-2006	1130585	18-Aug-2006	Registered
CHEMTEC; CHEMTECH	3	New Zealand	178893	18-Dec-1987	178893	18-Dec-1987	Registered
CHEMTEC; CHEMTECH	01, 02, 03	Australia	445053	09-May-1986	445053	09-May-1986	Registered
CHEMTECH CLEAN N EASY	02, 03	Australia	1031071	22-Nov-2004	1031071	22-Nov-2004	Registered
CHEMTECH Design	01, 03, 04	Australia	1486894	20-Apr-2012	1486894		Registered
DMT-C	1	Australia	1490996	16-May-2012	1490996	17-Jan-2013	Registered
FERTAN	2	Australia	566325	01-Nov-1991	566325	01-Nov-1991	Registered
GTI	01, 02, 03	Australia	850804	19-Sep-2000	850804	19-Sep-2000	Registered
PORTASOL		Australia	1808561	10-Nov-2016	1808561	09-Aug-2017	Registered
PORTASOL		New Zealand	1054833	10-Nov-2016			Published
RIMTREAT X		Australia	1436130	12-Jul-2011	1436130	13-Feb-2012	Registered
SOAPBOX & Design	3	Australia	307426	23-May-1977	307426	23-May-1977	Registered
TRUCKMATE; TRUCK MATE	3	Australia	474011	07-Oct-1987	474011	07-Oct-1987	Registered
TRUCK'N'FARM (Stylized)	4	Australia	438075	13-Dec-1985	438075	13-Dec-1985	Registered
2K TECH	02, 03	Australia	781033	16-Dec-1998	781033	16-Dec-1998	Registered
Arrows Design I	6	Australia	737638	25-Jun-1997	737638	25-Jun-1997	Registered
Arrows Design I	06, 17, 19	Australia	592515	16-Dec-1992	592515	16-Dec-1992	Registered
Arrows Design II	6	Australia	737639	25-Jun-1997	737639	25-Jun-1997	Registered
Arrows Design II	06, 17, 19	Australia	592518	16-Dec-1992	592518	16-Dec-1992	Registered
Arrows Design II (with stripes)	6	Australia	737640	25-Jun-1997	737640	25-Jun-1997	Registered
Arrows Design II (with stripes)	06, 17, 19	Australia	592511	16-Dec-1992	592511	16-Dec-1992	Registered
ATRIUM	6	Australia	1172560	23-Apr-2007	1172560	23-Apr-2007	Registered
ATRIUM	6	New Zealand	777995	18-Oct-2007	777995	14-May-2009	Registered
AUTOTEKS	8	Egypt	208824	05-Nov-2007	208824	06-Sep-2010	Registered
AUTOTEKS	6	Saudi Arabia	122477	26-Sep-2007	1128778	10-Jan-2010	Registered
AUTOTEKS	6	South Africa	2007/18860	21-Aug-2007	2007/18860	08-Oct-2010	Registered
AUTOTEKS	6	United Arab Emirates	99238	26-Aug-2007	96038	26-Aug-2007	Registered
BOACOIL	6	Australia	1220933	24-Jan-2008	1220933	06-Jul-2009	Registered

Trademark	Class	Country	App No	File Date	Reg No	Reg Date	Status
BOATCARE Label	01, 03	Australia	1166828	20-Mar-2007	1166828	20-Mar-2007	Registered
BUILDEX	6	Saudi Arabia	122478	26-Sep-2007	113556	03-Feb-2010	Registered
BUILDEX	6	United Arab Emirates	99239	26-Aug-2007	96038	26-Aug-2007	Registered
BX	6	Saudi Arabia	122478	26-Sep-2007	125018	01-Jun-2007	Registered
BX	6	United Arab Emirates	96037	26-Aug-2007	96037	26-Aug-2007	Registered
BX		Egypt	208825	05-Nov-2007	208825	22-Aug-2010	Registered
BX & Design	6	Bangladesh	108551	28-Aug-2007	108551	28-Aug-2007	Registered
CALIBRE	6	Australia	1172564	23-Apr-2007	1172564	23-Apr-2007	Registered
CALIBRE	6	New Zealand	777994	23-Apr-2007	777994	23-Apr-2007	Registered
CEMCRETE	1	Australia	1220938	24-Jan-2008	1220938	24-Jan-2008	Registered
CENTURION	6	Australia	1179772	30-May-2007	1179772	30-May-2007	Registered
CENTURION with Bow Design	6	Australia	1178770	30-May-2007	1178770	30-May-2007	Registered
CENTURION with Sword Design	6	Australia	1179768	30-May-2007	1179768	30-May-2007	Registered
CITRA SCRUB	3	Australia	781034	16-Dec-1998	781034	16-Dec-1998	Registered
CLAW NAIL	6	Australia	513505	23-Jun-1989	513505	23-Jun-1989	Registered
CLAW NAIL	6	Indonesia	317295	07-Feb-2001	IDM000309281	07-Feb-2001	Registered
CLAW NAIL & Design	6	Indonesia	D9411742	30-Jun-1994	IDM000095142	27-Jul-1995	Registered
CLAW NAIL & Design	6	New Zealand	120937	07-Sep-1977	120937	07-Sep-1977	Registered
CLIMASEAL	6	India	1593449	22-Aug-2007	1593449	22-Aug-2007	Registered
CLIMASEAL	6	South Africa	2007/18861	21-Aug-2007	2007/18861	08-Oct-2010	Registered
CLIMASEAL	6	United Arab Emirates	99240	26-Aug-2007	99240	26-Aug-2007	Registered
CONCRETE JUNGLE	06, 08	Australia	1179767	30-May-2007	1179767	30-May-2007	Registered
CORVAN	6	Australia	1172558	23-Apr-2007	1172558	23-Apr-2007	Registered
CORVAN	6	New Zealand	777998	18-Oct-2007	777998	24-Apr-2008	Registered
DEX-COOL	01, 04	Australia	742133	25-Aug-1997	742133	24-Apr-1998	Registered
DYNACORE	7	Australia	1119457	19-Jun-2006	1119457	29-Jan-2007	Registered
DYNACORE	7	New Zealand	750079	19-Jun-2006	750079	15-Mar-2007	Registered
EASYDRIVE	6	Australia	1220932	24-Jan-2008	1220932	24-Jan-2008	Registered
EZJOIN	6	Australia	392016	30-May-1983	392016	30-May-1983	Registered
FIBREZIPS	6	Singapore	T0507787A	10-May-2005	T0507787A	10-May-2005	Registered
FIBREZIPS	6	South Africa	2005/09006	09-May-2005	2005/09006	09-May-2005	Registered
FIBREZIPS	6	Thailand	589871	10-May-2005	257849	19-Mar-2007	Registered
FIBREZIPS Stylized	6	Australia	1031311	23-Nov-2004	1031311	23-Nov-2004	Registered
FIBREZIPS Stylized	6	China (People's Republic)	4666963	19-May-2005	4666963	21-Mar-2008	Registered
FIBREZIPS Stylized	6	Fiji	312/05	27-May-2005	312/05	20-Jun-2007	Registered
FIBREZIPS Stylized	6	India	1356802	12-May-2005	1356802	12-May-2005	Registered
FIBREZIPS Stylized	6	New Zealand	729366	10-May-2005	729366	23-Nov-2004	Registered

Trademark	Class	Country	App No	File Date	Reg No	Reg Date	Status
FLOORGRIP (Series of 3)	6	Australia	779824	02-Dec-1998	779824	02-Dec-1998	Registered
FORMSEAL	17	Australia	1110553	27-Apr-2006	1110553	27-Apr-2006	Registered
FYREBRAKE	17	Australia	1220936	24-Jan-2008	1220936	24-Jan-2008	Registered
GILIO	6	Australia	1171151	13-Apr-2007	1171151	13-Apr-2007	Registered
GYFAST	6	New Zealand	149155	05-Oct-1983	149155	30-Jun-1987	Registered
HEAD LOCKS	6	Australia	817144	14-Dec-1999	817144	14-Dec-1999	Registered
HEAD-LOCK; HEAD LOCK; HEAD-LOK; HEAD LOK	6	Australia	1164632	06-Mar-2007	1164632	06-Mar-2007	Registered
HEADLOK	6	China (People's Republic)	6119916	20-Jun-2007	6119916	14-Dec-2009	Registered
HEADLOK	6	India	1570296	20-Jun-2007	1570296	20-Jun-2007	Registered
HEADLOK	6	New Zealand	770682	06-Mar-2007	770682	06-Mar-2007	Registered
HEADLOK	6	South Africa	2007/13192	20-Jun-2007	2007/13192	20-Jun-2007	Registered
HEADLOK	6	United Arab Emirates	97520	17-Jul-2007	94339	17-Jul-2007	Registered
HI	6	New Zealand	276709	15-May-1997	276709	28-Jan-1998	Registered
HIGRIP	6	New Zealand	276708	15-May-1997	276708	28-Jan-1998	Registered
HiGrip	6	South Africa	2007/18862	21-Aug-2007	2007/18862	08-Oct-2010	Registered
HiGrip	6	United Arab Emirates	98241	26-Aug-2007	98041	26-Aug-2007	Registered
HIGRIP		India	1583445	22-Aug-2007			Pending
IMPULSE	4	Australia	B34153	04-May-2000	B34153	04-May-2000	Registered
IMPULSE	06, 07	Australia	779828	02-Dec-1998	779828	02-Dec-1998	Registered
INSULFAST	01, 20	Australia	1153156	20-Dec-2006	1153156	20-Dec-2006	Registered
INSULFAST	06, 07	New Zealand	761029	28-Jun-2006	761029	03-Apr-2008	Registered
INSULFAST	06, 07	United Kingdom	2442383	22-Dec-2006	2442383	19-Oct-2007	Registered
JALIQUE	6	Australia	1172561	23-Apr-2007	1172561	23-Apr-2007	Registered
JALIQUE	6	New Zealand	777983	18-Oct-2007	777983	24-Apr-2008	Registered
JAWS Stylized	6	Australia	1059764	10-Jun-2005	1059764	10-Jun-2005	Registered
KNUCKLE	6	Australia	331249	09-Apr-1979	331249	09-Apr-1979	Registered
KNUCKLE NAIL	6	Indonesia		30-Jun-1994	IDM000095141	30-Jun-1994	Registered
KNUCKLE NAIL Design	6	Indonesia	D00199411743	30-Jun-1994	IDM000095143	28-Aug-1995	Registered
Lion's Head Design	06, 08	Australia	1054796	10-May-2005	1054796	10-May-2005	Registered
LONGREACH	19	Australia	641270	21-Sep-1994	641270	21-Sep-1994	Registered
LONGREACH	19	New Zealand	249569	29-May-1995	249569	29-May-1995	Registered
MANUFACTURING FOR THE CONCRETE JUNGLE	06, 08	Australia	1179778	30-May-2007	1179778	30-May-2007	Registered
MATTEO	6	Australia	1172761	24-Apr-2007	1172761	24-Apr-2007	Registered
MATTEO	6	New Zealand	778001	18-Oct-2007	778001	24-Apr-2008	Registered
META-BOND	1	Australia	1219943	18-Jan-2008	1219943	18-Jan-2008	Registered
MODIFIX	19	New Zealand	742276	01-Feb-2006	742276	03-Aug-2006	Registered
MODIFIX & M Design	19	New Zealand	742277	01-Feb-2006	742277	03-Aug-2006	Registered

Trademark	Class	Country	App No	File Date	Reg No	Reg Date	Status
MUKOWT	1	Australia	646600	24-Nov-1994	646600	24-Nov-1994	Registered
MUSCLEBEAM & Design	19	Australia	634610	12-Jul-1994	634610	12-Jul-1994	Registered
MUSCLEBEAM Label	19	New Zealand	249618	30-May-1995	249618	30-May-1995	Registered
NEW TECHNOLOGY FOR THE CONCRETE JUNGLE	06, 08	Australia	1179774	30-May-2007	1179774	30-May-2007	Registered
NIRVANA & Design	17, 19, 37	Australia	737642	25-Jun-1997	737642	25-Jun-1997	Registered
OLDOPORT	6	Australia	1172563	23-Apr-2007	1172563	23-Apr-2007	Registered
OLDOPORT	6	New Zealand	777996	18-Oct-2007	777996	24-Apr-2008	Registered
PANELWARE	6	Australia	880362	26-Jun-2001	880362	26-Jun-2001	Registered
PASLODE	4	Australia	834155	04-May-2000	834155	04-May-2000	Registered
PIERRA	6	Australia	1172557	23-Apr-2007	1172557	23-Apr-2007	Registered
PIERRA	6	New Zealand	777999	18-Oct-2007	777999	24-Apr-2008	Registered
POWERMASTER/POWERMASTER PLUS Series	7	Australia	964542	01-Aug-2003	964542	16-Dec-2004	Registered
PROTECTA	3	Australia	583396	30-Jul-1992	583396	30-Jul-1992	Registered
PROTECTA	3	New Zealand	257407	04-Jan-1996	257407	11-Jan-1999	Registered
PRYDA	6	Australia	337749	13-Sep-1979	337749	13-Sep-1979	Registered
PRYDA	6	Indonesia	315810	07-Feb-2001	IDM0000309282	07-Feb-2001	Registered
PRYDA	6	New Zealand	113331	30-Sep-1975	113331	30-Sep-1975	Registered
PRYDA	6	Papua New Guinea		08-May-1980	A50532	08-May-1980	Registered
PRYDA	9	Australia	764144	09-Jun-1998	764144	09-Jun-1998	Registered
PRYDA	9	New Zealand	296857	19-Aug-1998	296857	20-Jan-1999	Registered
PRYDA Design	6	Malaysia	97001786	17-Feb-1997	97001786	17-Feb-1997	Registered
PRYDA Design	6	Singapore	T9806987D	14-Jul-1998	T9806987D	14-Jul-1998	Registered
PRYDA SOLUTIONS & Design	6	Indonesia	D002004033618	08-Nov-2004	IDM000080006	07-Jul-2006	Registered
PRYDA SOLUTIONS & Design	6	Malaysia	4012038	17-Aug-2004	4012038	28-May-2009	Registered
PRYDA SOLUTIONS & Design	6	New Zealand	716685	26-May-2004	716685	11-May-2006	Registered
PRYDA SOLUTIONS & Design	7	Australia	1003733	26-May-2004	1003733	26-May-2004	Registered
PRYDA SOLUTIONS & Design	7	Indonesia	D002004033619	08-Nov-2004	IDM000080007	07-Jul-2006	Registered
PRYDA SOLUTIONS & Design	7	Malaysia	4012039	17-Aug-2004	4012039	28-May-2009	Registered
PRYDA SOLUTIONS & Design	9	Indonesia	J002004033622	08-Nov-2004	IDM000080010	07-Jul-2006	Registered
PRYDA SOLUTIONS & Design	9	Malaysia	4012035	17-Aug-2004	4012035	04-Apr-2007	Registered
PRYDA SOLUTIONS & Design	35	Indonesia	J002004033620	08-Nov-2004	IDM000080008	07-Jul-2006	Registered
PRYDA SOLUTIONS & Design	35	Malaysia	4012040	17-Aug-2004	4012040	26-May-2004	Registered
PRYDA SOLUTIONS & Design	37	Indonesia	J002004033621	08-Nov-2004	IDM000080009	07-Jul-2006	Registered
PRYDA SOLUTIONS & Design	37	Malaysia	2004/012036	26-May-2004	4012036	13-Dec-2006	Registered
PRYDA SOLUTIONS & Design	42	Indonesia	J002004033623	08-Nov-2004	IDM000080011	07-Jul-2006	Registered
PRYDA SOLUTIONS & Design	42	Malaysia	4012037	17-Aug-2004	4012037	26-May-2004	Registered
R RONDEL & Circle Design	13	Papua New Guinea	66862	05-Mar-2007	66862	05-May-2007	Registered

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RAPIDBRACE	6	Australia	1192481	10-Aug-2007	1192481	10-Aug-2007	Registered
RAPIDBRACE	6	New Zealand	782229	07-Jan-2008	782229	12-Mar-2008	Registered
RAVENNA	6	Australia	1172763	24-Apr-2007	1172763	22-Sep-2008	Registered
RAVENNA	6	New Zealand	778002	18-Oct-2007	778002	14-May-2009	Registered
REID & Arrows Design II (with stripes)	19	Australia	737641	25-Jun-1997	737641	25-Jun-1997	Registered
REID & Design	06, 17	Australia	450854	25-Aug-1986	450854	25-Aug-1986	Registered
REID & Design	06, 19	New Zealand	206488	23-Nov-1990	206488	23-Nov-1990	Registered
REID CONSTRUCTION SYSTEMS & Design	06, 17, 19, 37	Australia	1054375	09-May-2005	1054375	09-May-2005	Registered
REID SwiftCAP	06, 09	Australia	1161601	16-Feb-2007	1161601	16-Feb-2007	Registered
REID SWIFTLIFT & Design	6	Australia	736528	12-Jun-1997	736528	12-Jun-1997	Registered
REID SWIFTLIFT & Design	19	Australia	592510	16-Dec-1992	592510	16-Dec-1992	Registered
REIDBAR	6	Australia	647914	06-Dec-1994	647914	06-Dec-1994	Registered
REIDBAR	6	New Zealand	243561	29-Nov-1994	243561	29-Nov-1994	Registered
REIDBAR & Design	6	Australia	1052146	22-Apr-2005	1052146	22-Apr-2005	Registered
REIDBOX (Series of 7)	20	Australia	1152117	14-Dec-2006	1152117	14-Dec-2006	Registered
REIDBRACE	6	Australia	1023785	06-Oct-2004	1023785	06-Oct-2004	Registered
REIDPANEL	09, 42	Australia	1197307	05-Sep-2007	1197307	05-Sep-2007	Registered
ROOF ZIPS	6	Australia	931555	22-Oct-2002	931555	22-Oct-2002	Registered
ROOF ZIPS & Design	6	China (People's Republic)	3543710	29-Apr-2003	3543710	21-Nov-2004	Registered
ROOF ZIPS FAST EASY VERSATILE & Screw Logo	6	New Zealand	677761	28-Apr-2003	677761	31-Oct-2002	Registered
ROOF ZIPS FAST/EASY/VERSATILE & Screw Design	6	Australia	932714	31-Oct-2002	932714	18-Jun-2003	Registered
ROOF ZIPS FAST/EASY/VERSATILE & Screw Design	6	Malaysia	3004839	25-Apr-2003	3004839	31-Oct-2002	Registered
ROOF ZIPS FAST/EASY/VERSATILE & Screw Design	6	Singapore	T0305892F	24-Apr-2003	T0305892F	24-Apr-2003	Registered
ROOF ZIPS FAST/EASY/VERSATILE & Screw Design	6	Thailand	517147	30-Apr-2003	TM198875	30-Apr-2003	Registered
ROOF ZIPS Logo	6	Fiji	625/2003	27-Oct-2003	625/2003	27-Oct-2003	Registered
ROOF ZIPS Logo	6	India	1194991	28-Apr-2003	1194991	06-May-2006	Registered
ROOF ZIPS Logo	6	South Africa	2003/08743	23-Apr-2003	200306743	08-Apr-2008	Registered
ROOFMATE	8	Australia	845260	04-Aug-2000	845260	03-Jul-2001	Registered
SEPTONE	3	Australia	99818	19-Aug-1949	99818	19-Aug-1948	Registered
SEPTONE	01, 02, 03	Australia	700068	02-Jan-1998	700068	02-Jan-1998	Registered
SEPTONE	01, 02, 03	New Zealand	257404	04-Jan-1998	257404	20-Jul-1998	Registered
SHANKGUARD	6	New Zealand	278634	23-Jun-1997	278634	24-Jul-1998	Registered

Trademark	Class	Country	App No	Fil Date	Reg No	Reg Date	Status
SHUREDRIVE	6	Australia	1220930	24-Jan-2008	1220930	24-Jan-2008	Registered
SMARTSTART VRD TECHNOLOGY & Design	07, 09	Australia	1034652	15-Dec-2004	1034652	15-Dec-2004	Registered
SNAP-PAC	6	Australia	1085348	11-Nov-2005	1085348	11-Nov-2005	Registered
SPARTAN & Chariot Design	6	Australia	1179778	30-May-2007	1179778	30-May-2007	Registered
SPATEC	6	Australia	1220931	24-Jan-2008	1220931	24-Jan-2008	Registered
SQUARELOK	6	Australia	892570	19-Oct-2001	892570	29-May-2002	Registered
STEELFAST	6	Indonesia	D002002027548	26-Nov-2002	555921	26-Nov-2002	Registered
STEELFAST	6	Malaysia	2002368	05-Mar-2002	2002368	21-Dec-2004	Registered
STEELFAST	7	Indonesia	D002002027546	26-Nov-2002	555919	26-Nov-2002	Registered
STEELFAST	9	Indonesia	D002002027547	26-Nov-2002	555920	26-Nov-2002	Registered
STEELFAST & Design	7	Malaysia	2002366	05-Mar-2002	2002366	03-Feb-2006	Registered
STEELFAST & Design	9	Malaysia	2002367	05-Mar-2002	2002367	26-Apr-2005	Registered
STRUCTAFIX	01, 06	Australia	1145039	05-Nov-2006	1145039	05-Nov-2006	Registered
STUDRAIL	6	Australia	716166	28-Aug-1996	716166	28-Aug-1996	Registered
SUREHOOK	06, 20	Australia	1088940	02-Dec-2006	1088940	02-Dec-2006	Registered
SWIFTBRACE	6	Australia	1023786	08-Oct-2004	1023786	06-Oct-2004	Registered
SWIFTLIFT	6	New Zealand	243560	29-Nov-1994	243560	29-Nov-1994	Registered
SWIFTLIFT	06, 19	Australia	979911	26-Nov-2003	979911	26-Nov-2003	Registered
SWIFTLIFT & Design	06, 19	Australia	1052142	22-Apr-2005	1052142	22-Apr-2005	Registered
TECTALOY	1	Australia	1471956	31-Jan-2012	1471956	03-Sep-2012	Registered
TECTALOY	2	Australia	642855	12-Oct-1994	642855	12-Oct-1994	Registered
TEKS	6	India	1595240	27-Aug-2007	1595240	12-Jul-2017	Registered
TEKS	6	South Africa	2007/18863	21-Aug-2007	2007/18863	08-Oct-2010	Registered
TEKS	6	Thailand	674269	24-Sep-2007	Kor295793	24-Sep-2007	Registered
TEKS	6	United Arab Emirates	99242	26-Aug-2007	96042	26-Aug-2007	Registered
TEKS	6	Vietnam	4200718960	24-Sep-2007	125906	27-May-2009	Registered
TILTFORM	6	New Zealand	649437	03-Dec-2001	649437	06-Jun-2002	Registered
TILTFORM	06, 19, 37	Australia	788294	16-Mar-1999	788294	16-Mar-1999	Registered
TITAN & Man Design	8	Australia	1179773	30-May-2007	1179773	30-May-2007	Registered
TITAN MAGNET	8	Australia	1054798	10-May-2005	1054798	10-May-2005	Registered
TRAKFAST	06, 07	Australia	779829	02-Dec-1998	779829	02-Dec-1998	Registered
TRAXX & Design	6	Australia	1197030	04-Sep-2007	1197030	04-Sep-2007	Registered
TRIMMASTER	04, 06, 07	Australia	861386	20-Dec-2000	861386	26-Nov-2001	Registered
WEATHERLOK/WEATHER LOK	17	Australia	887569	30-Aug-2001	887569	17-Feb-2003	Registered
WINGTEKS & Design	6	New Zealand	712910	25-May-2004	712910	25-Nov-2004	Registered
WINGTEKS & Design (Series)	6	Singapore	T0408338Z	25-May-2004	T0408338Z	25-May-2004	Registered
WingTEKS Logo	6	China (People's Republic)	4088172	27-May-2004	4088172	07-Feb-2009	Registered

Trademark	Class	Country	App No	File Date	Reg No	Reg Date	Status
WingTEKS Logo	6	Fiji	405/2004	24-Aug-2004	405/2004	27-Aug-2004	Registered
XHD	6	Australia	1208826	05-Nov-2007	1208826	05-Nov-2007	Registered
XP7	1	Australia	904216	22-Feb-2002	904216	22-Feb-2002	Registered
XTRA COOL	1	Australia	754898	13-Feb-1998	754898	13-Feb-1998	Registered
ZIPS	6	Australia	1088945	02-Dec-2005	1088945	10-Jul-2006	Registered
INSULFAST	NA	Canada	1328986	20-Dec-2006	TMA756415	05-Jan-2010	Registered
R RONDEL & Circle Design	1	United Arab Emirates	96923	28-Jun-2007	100804	28-Jun-2007	Registered
R RONDEL & Circle Design	8	United Arab Emirates	96924	28-Jun-2007	100812	28-Jun-2007	Registered
R RONDEL & Circle Design	7	United Arab Emirates	96925	28-Jun-2007	162503	28-Jun-2007	Registered
R RONDEL & Circle Design	13	United Arab Emirates	96926	28-Jun-2007	100813	28-Jun-2007	Registered
R RONDEL & Circle Design	17	United Arab Emirates	96927	28-Jun-2007	100814	28-Jun-2007	Registered
R RONDEL & Circle Design	20	United Arab Emirates	96928	28-Jun-2007	98240	28-Jun-2007	Registered
R RONDEL & Circle Design	37	United Arab Emirates	96929	28-Jun-2007	100809	28-Jun-2007	Registered
RAMSET	1	United Arab Emirates	96916	28-Jun-2007	100808	28-Jun-2007	Registered
RAMSET	6	United Arab Emirates	96917	28-Jun-2007	100807	28-Jun-2007	Registered
RAMSET	7	United Arab Emirates	96918	28-Jun-2007	162502	28-Jun-2007	Registered
RAMSET	13	United Arab Emirates	96919	28-Jun-2007	100810	28-Jun-2007	Registered
RAMSET	17	Malaysia	6008693	23-May-2006	6008693	15-Nov-2007	Registered
RAMSET	17	United Arab Emirates	96920	28-Jun-2007	100811	28-Jun-2007	Registered
RAMSET	20	Malaysia	6008695	23-May-2006	6008695	09-Apr-2008	Registered
RAMSET	20	United Arab Emirates	96921	28-Jun-2007	100806	28-Jun-2007	Registered
RAMSET	37	United Arab Emirates	96922	28-Jun-2007	100805	28-Jun-2007	Registered
R RONDEL & Circle Design	7	Malaysia	98/02898	06-Mar-1998	98/02898	19-Jun-2002	Registered
R RONDEL & Circle Design	13	Malaysia	98/02899	06-Mar-1998	98/02899	12-Jan-2002	Registered
CLAW NAIL	6	Thailand	280245	03-Feb-1995	34275	03-Feb-1995	Registered
PRYDA	6	Thailand	280244	03-Feb-1995	34276	03-Feb-1995	Registered
R RONDEL & Circle Design	6	Malaysia	98/02897	06-Mar-1998	98/02897	23-May-2007	Registered
ZENITH	06, 08, 16, 22	New Zealand	167051	11-Aug-1986	167051	27-Nov-1990	Registered

SCHEDULE 2.1(d)
DOMAIN NAMES

None.

SCHEDULE 2.1(e)
EXCLUDED ASSETS

Excluded Assets shall include:

1. All Customer Based Intangibles of Seller identified on Schedule 3 hereto.

SCHEDULE 2.2(a)

ASSUMED LIABILITIES

Assumed Liabilities shall mean:

None.

SCHEDULE 2.2(b)

EXCLUDED LIABILITIES

Excluded Liabilities shall mean:

None.

SCHEDULE 3
CUSTOMER BASED INTANGIBLES

- Customer lists indicating company name, address(es), phone number(s), fax number(s), and e-mail address(es)
- List of key contacts by company with titles, phone numbers, fax numbers, and e-mail addresses
- Customer service and technical service call records and logs
- Customer demographic research by industry
- Marketing and satisfaction surveys
- Market research including trend reports, periodic (monthly, quarterly, yearly) marketing analyses and reports assessing marketing and advertising effectiveness
- Reports by customer detailing products ordered, quantity, order date and ship date
- Information on customer preferences, including order methods used (telephone, Internet, sales representative, other) payment terms, shipping terms and special order requests
- Supply contracts including any terms modified from standard
- Notes and documentation of all contracts and communications with target customers and current customers stored in sales and customer service databases and files, including needs analyses, customer research, proposals, customer questions and product experience
- Records of training programs offered, attended and/or required for customers and distributors
- Copies of training programs
- Reports assessing customer relationship management created internally or externally