

11-15-1999



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COVER SHEET

ONLY MAIL 11/8/99

Commissioner of Patents and Trademarks
Washington, D.C. 20231

Patents and Trademarks:
Applications or copy thereof.

Attorney Docket No. J006-3005

1. Name of conveying party(ies):

James Hardie & Coy Pty Limited

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Australia (ACN000035512)
- Other

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

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

James Hardie Research Pty Limited
1 Grand Avenue
Camellia, New South Wales 2142
Australia

- Individual(s) - Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Australia ACN066114092
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Change of Name
- Security Agreement
- Merger
- License Agreement
- Other

Execution Date: Aug. 11 & Aug. 19, 1999

4. Application number(s) or registration number(s):

- A. Trademark Application No.(s):
- B. Trademark registration No.(s):
2,252,291

Additional numbers attached? Yes No

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

William G. Lane, Inc., P.C.
18400 Von Karman Avenue
Suite 500
Irvine, CA 92612

6. Total number of applications and registrations involved: 1

- 7. Total fee (37 CFR 3.41) \$ 40.00
- Enclosed
- Authorized to charge any deficiencies in enclosed fees to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William G. Lane
Name of Person Signing

[Handwritten Signature]
Signature

[Handwritten Date: Nov 2, 1999]
Date

Total number of pages comprising cover sheet: _____

TRADEMARK

REEL: 001988 FRAME: 0171

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Owner: JAMES HARDIE RESEARCH PTY LIMITED

Reg. No.: 2,252,291

Date Registered: June 15, 1999

Int'l Class: 6, 16, 19 and 20

Mark: JAMES HARDIE

Assistant Commissioner for Trademarks
Box Assignment
Washington, DC 20231

Certificate of Mailing

I hereby certify that this document, together with any described as being attached or enclosed, is being deposited with the United States Postal Service as first class mail, postage fully prepaid, addressed to Assistant Commissioner for Trademarks, Box Assignment, Washington, DC 20231, on NOV. 5, 1999

Executed on:

11/5/99

Maureen Vieira
Maureen Vieira

APPOINTMENT OF DOMESTIC REPRESENTATIVE AND POWER OF ATTORNEY

Dear Sir:

I, PETER SHAFRON, being duly sworn, state that I am Company Secretary of JAMES HARDIE RESEARCH PTY LIMITED, an Australian corporation (ACN 066 114 092), having offices at 1 Grand Avenue, Camellia, New South Wales 2142, Australia, owner of Registration No. 2,252,291, registered June 15, 1999 (hereinafter "Owner"), by reason of an Assignment of Trademarks dated August 19, 1999 (a copy of which is attached) from the Registrant, JAMES HARDIE & COY PTY LIMITED, an Australian corporation (ACN 000035512), which Assignment is being submitted concurrently herewith for recordation in the United States Patent and Trademark Office. I am fully authorized to execute this Appointment of Domestic Representative and Power of Attorney on Owner's behalf.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these state-

ments were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the trademark registration issued thereon.

POWER OF ATTORNEY

Owner hereby appoints William G. Lane, Reg. No. 24,761, who is an attorney, its attorney with full power of substitution and revocation, to transact all business in the Patent and Trademark Office connected with any matters concerning the above-identified registration. Owner hereby requests the Patent and Trademark Office to direct all correspondence and communications relative to this registration to William G. Lane, Inc., P.C., 18400 Von Karman Avenue, Suite 500, Irvine, CA 92612; telephone 949-474-9961; facsimile 949-474-9973.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Owner hereby appoints William G. Lane, William G. Lane, Inc., P.C., 18400 Von Karman Avenue, Suite 500, Irvine, CA 92612; telephone 949-474-9961; facsimile 949-474-9973, as its domestic representative on whom may be served notice or process in proceedings affecting the above mark.

JAMES HARDIE RESEARCH PTY LIMITED,
an Australian corporation, (ACN 066 114 092)

Date: 11-4-99

By: 
PETER SHAFRON
Company Secretary

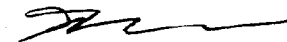
ASSIGNMENT

JAMES HARDIE & COY PTY LIMITED, an Australian corporation [Australian Corporate Identifier ACN 000035512], having offices at 65 York Street, 9th Floor, Sydney, New South Wales 2000, AUSTRALIA (hereinafter referred to as "Assignor") owns the entire right, title and interest in and to the trademark "JAMES HARDIE" (hereinafter "Trademark") and United States Trademark Registration No. 2,252,291, issued June 15, 1999, for the Trademark;

WHEREAS, JAMES HARDIE RESEARCH PTY LIMITED, an Australian corporation [Australian Corporate Identifier ACN 066 114 092], having offices at 1 Grand Avenue, Camellia, New South Wales 2142 AUSTRALIA (hereinafter referred to as "Assignee"), wishes to acquire the entire right, title and interest in and to the Trademark and Registration No. 2,252,291;

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all its rights, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, Registration No. 2,252,291, and all licenses of the Trademark and the Trademark Registration.

Assignee hereby accepts the Trademark, the Trademark Registration, and any licenses therefor

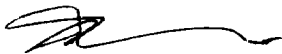


Assignee assumes and takes all rights to the Trademark, Trademark Registration, including the right to use the Trademark, license use of the Trademark, file for foreign registrations of the Trademark, enforce the common law trademark rights under the Trademark Act and the statutory trademark rights and unfair competition rights under the Trademark Registration, and renew the Trademark Registration.

ASSIGNOR:

JAMES HARDIE & COY PTY LIMITED,
an Australian Corporation

DATE: 19 Aug 1999

BY 
(Signature)


ALAN T. KNEESHAW
(Name)

Company Secretary
(Title)

ASSIGNEE:

JAMES HARDIE RESEARCH PTY LIMITED,
an Australian Corporation

DATE: AUG 11, 1999

BY 
(Signature)

MICHAEL R. BROCK
(Name)

Company Secretary
(Title)