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DATED 10 OCTOBER **2005**

- (1) SGB SERVICES LIMITED
- (2) YOUNGMAN GROUP LIMITED

**TRADE MARK
ASSIGNMENT**

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THIS AGREEMENT is dated ~~10 OCTOBER~~, 2005

BETWEEN:

- (1) SGB SERVICES LIMITED (registered number 00276562) whose registered office is at Harsco House, Regent Park, 299 Kingston Road, Leatherhead, Surrey KT22 7SG (the "Assignor"); and
- (2) YOUNGMAN GROUP LIMITED (registered number 5442058) whose registered office is at The Causeway, Maldon, Essex, CM9 4LJ (the "Assignee")

1. BACKGROUND

- 1.1 The Assignor is the proprietor of the trade mark registrations listed in Part A(1) and Part A(2) of the schedule to this agreement ("Registered Trade Marks");
- 1.2 The Assignor is the proprietor of the applications for trade mark registrations listed in Part B(1) and Part B(2) of the schedule to this agreement ("Trade Mark Applications");
- 1.3 By a Sale and Purchase Agreement dated ~~10 OCTOBER~~ 2005 between the Assignor, the Assignee and SGB Group Limited, the Assignor has agreed to assign the Registered Trade Marks and the Trade Mark Applications to the Assignee.

2. ASSIGNMENT

- 2.1 In consideration of the payment of £1 (receipt of which is hereby acknowledged), the Assignor hereby assigns:
 - (a) with full title guarantee to the Assignee absolutely all of its right, title and interest in the Registered Trade Marks listed in Part A(1) (in respect of all the goods or services for which the Registered Trade marks are registered); and
 - (b) with full title guarantee to the Assignee the Trade Mark Applications listed in Part B(1) (in respect of all the goods or services for which registration is sought), including the benefit of any trade mark registration granted pursuant thereto PROVIDED THAT (for the avoidance of doubt) the Assignor gives no warranty, assurance or covenant of any kind in relation to the subject matter of the Trade Mark Applications listed in Part B(1) and gives no warranty, assurance or covenant of any kind that such applications will be granted;
 - (c) to the Assignee absolutely all of its right, title and interest in:
 - (i) the Registered Trade Marks listed in Part A(2) (in respect of all the goods or services for which the Registered Trade marks are registered); and
 - (ii) the Trade Mark Applications listed in Part B(2) (in respect of all the goods or services for which registration is sought), including the benefit of any trade mark registration granted pursuant thereto;

and (in each case) all legal rights and immunities (howsoever derived) attaching thereto;
and

- (d) any common law rights and the goodwill attaching to the Registered Trade Marks and the Trade Mark Applications.

3. FURTHER ASSURANCE

- 3.1 The Assignor shall on request by the Assignee in writing and at the Assignee's expense do and execute or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement the assignment provided for in this agreement.
- 3.2 The Assignor shall make available to the Assignee as soon as practicable after the date of this agreement all files held by the Assignor relating to the applications for, prosecution of and renewal and maintenance of the Registered Trade Marks and Trade Mark Applications, and shall at the written request of the Assignee request that any trade mark agent or attorney acting for the Assignor makes available to the Assignee any such files held by the trade mark agent or attorney on behalf of the Assignor.

4. ASSISTANCE WITH APPLICATIONS

- 4.1 The Assignor shall on request by the Assignee in writing and at the Assignee's sole cost and expense give such assistance as the Assignee may reasonably request with the completion of the registration of trade marks pursuant to the Trade Mark Applications.

5. GOVERNING LAW AND JURISDICTION

- 5.1 This agreement is governed by and shall be construed in accordance with English law.
- 5.2 Each party submits to the exclusive jurisdiction of the English courts for all purposes relating to this agreement (including the enforcement of any determinations made pursuant to its provisions).

SCHEDULE

THE REGISTERED TRADE MARKS AND TRADE MARK APPLICATIONS

Part A(1): Registered Trade Marks

Country	Mark	Registration No.	Classes
Australia	HI-WAY	266420	6
Australia	HI-WAY	280473	7
Benelux	HI-WAY	027712	6, 7, 19, 20
Benelux	CLIMA	493534	6, 19, 20
Canada	HI-WAY	TMA175265	-
Community	MINIMAX	2549715	6, 19
Community	LADDERLOK	2591923	6
Finland	HI-WAY	102077	6
France	HI-WAY	1479037	6, 7, 12, 16, 19, 20
France	CLIMA	1517116	6
Germany	HI-WAY	828541	6, 19
Germany	CLIMA	1001965	6
Hong Kong	HI-WAY (stylised)	1988B3188	6
Ireland	HI-WAY	81587	6
Ireland	HI-WAY	85891	7
Ireland	HI-WAY	94092	12
Norway	HI-WAY	76017	6, 7, 19
Norway	CLIMA	101086	6
Sweden	HI-WAY & Device	120798	6
Sweden	HI-WAY	126770	6
Sweden	HI-WAY	128307	6, 7
Sweden	HI-WAY	151376	7, 12

Country	Mark	Registration No.	Classes
Switzerland	HI-WAY	367678	6, 7, 19, 20
UK	HI-WAY	807517	6
UK	HI-WAY	928051	6
UK	HI-WAY	930786	7
UK	CLIMA	983971	7
UK	CLIMA	1004498	20
UK	HI-WAY	1033153	7
UK	EASI-BUILD	1237531	6
UK	STOWAWAY	1238567	6
UK	HI-WAY	1358609	37
UK	HI-WAY	1358610	39
UK	HI-WAY	1359299	42
UK	RED RAD	1363450	11
UK	BOSS	1545867	6
UK	PRO-DECK	2025668	6
UK	TIMBERLUX	2045006	20
UK	ECO	2182242	6, 20
UK	Zone:1 Boss (Logo)	2229415	6, 19
USA	HI-WAY	1048855	6

Part A(2): Registered Trade Marks

Country	Mark	Registration No.	Class(es)
Denmark	CLIMALLOY	VR 1979 03421	6
Denmark	CLIMALITE	VR 1979 03428	6
Community	ADVANCE	2591550	6, 19, 20
France	TIMBERLUX	95599599	20
France	CLIMALITE	1517115	6
France	CLIMALLOY	1517117	6
Germany	CLIMALLOY	996286	6
Germany	TIMBERLUX	39547117	6, 20
Japan	HI-WAY	2031784	7
New Zealand	HI-WAY	104463	6
New Zealand	HI-WAY	109144	7
Norway	CLIMALITE	110653	6
Norway	CLIMALLOY	110654	6
Sweden	CLIMALLOY	164674	6
Sweden	CLIMALITE	164675	6
UK	Stecalloy	802626	6
UK	STECALLOY	802964	20
UK	CLIMALLOY	1039950	6
UK	CLIMALITE	1048534	6
UK	Laddaspan	1096293	6
UK	SHERPA	1107811	20
UK	ELECTRO TOWER	2197098	19
UK	ELECTRO BOSS	2197099	19
UK	ELECTRO STEP	2217517	6, 20

Part B(1): Trade Mark Applications

Country	Mark	Application No.	Class(es)
China	ZONE 1	3694221	19
Poland	BOSS	Z-249770	6, 19

Part B(2): Trade Mark Applications

Country	Mark	Application No.	Class(es)
China	BOSS	3202755	6
China	BOSS	3202756	19

SIGNATORIES

This agreement has been entered into on the date stated at the beginning of this agreement.

SIGNED for

SGB SERVICES LIMITED

Signature: 

Name: STEVE SHINE

Title MD & CEO UK SGB

SIGNED for

YOUNGMAN GROUP LIMITED

Signature: 

Name: JOHN BUNNEY

Title DIRECTOR