

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dudley John Mills		07/14/1999	INDIVIDUAL: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Innovex Pty Ltd		
<b>Street Address:</b>	83 Kambalda Crescent		
<b>City:</b>	Australian Capital Territory		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	2611		
<b>Entity Type:</b>	CORPORATION: AUSTRALIA		
<b>Name:</b>	Dudley Mills Pty Ltd		
<b>Street Address:</b>	30 Hutchinson Crescent		
<b>City:</b>	Kambah, Australian Capital Territory		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	2902		
<b>Entity Type:</b>	CORPORATION: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1976539	STARVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)628-8844		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(202) 624-2500		
<b>Email:</b>	wsauers@crowell.com		
<b>Correspondent Name:</b>	Crowell & Moring LLP		
<b>Address Line 1:</b>	1001 Pennsylvania Ave., N.W.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		

OP \$40.00 1976539

ATTORNEY DOCKET NUMBER:

101872.13664US

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

William J. Sauers

Signature:

/William J. Sauers/

Date:

11/27/2006

Total Attachments: 2

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## ASSIGNMENT

**THIS ASSIGNMENT, MADE ON** the fourteenth day of July 1999

### BY AND BETWEEN

Dudley John Mills of 30 Hutchison Circuit, Kambah, Australian Capital Territory [ACT], 2902, Australia, [hereafter called "DJM"],

### AND

Dudley Mills Pty Ltd [ACN 088 404 120] having its principal place of business at 30 Hutchison Crescent, Kambah, ACT, 2902, Australia [hereafter called "Mills"] and Innovez Pty Ltd [ACN 008 594 367] having its principal place of business at 83 Kambalda Crescent, ACT, 2611, Australia [hereafter called "Innovez"),

### IS BASED UPON THE FOLLOWING:

- A DJM is the sole owner of:
- Australian patent No. 675,512
  - South African Patent No. 94/6153
  - US patent No. 5,683,953,
  - US patent No. 5,897,784, and
  - US patent application No. 09/274,534
- all relating to an invention entitled "Treatment of Swimming Pool Water", in respect of which invention DJM was the sole inventor. The said patents and patent application, and any further patents issuing thereon, and all rights associated therewith are hereafter called "the Patents";
- B DJM is the sole owner of:
- US Registered Trademark No. 1,976,539.
  - Australian Registered Trademark No. 625,222
- both of said registered trademarks [hereafter called "the Trademarks"] being in respect of the word STARVER for compositions for use in the treatment of swimming pools;
- C DJM possesses marketing, manufacturing and formulation knowhow relating to compositions and methods for treating swimming pool water, hereafter called "the Knowhow" [the Patents, the Trademarks and the Knowhow, hereafter being called "the IP"];
- D In a joint enterprise, DJM and Innovez sought to commercialise DJM' Patents, Trademarks and Knowhow;
- E DJM' ownership of the Patents, Trademarks and Knowhow is entirely unencumbered, except by way of an agreement of 16 October 1995 between DJM under which Innovez was granted a 25% share in the IP and income from said joint enterprise;
- F DJM has established Mills to hold his interest in the IP.

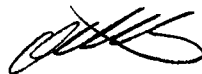
  
TRADEMARK

**AND COMPRISES THE FOLLOWING TERMS AND CONDITIONS:**

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DJM hereby sells and assigns unto Mills a 75% interest and unto Innovez a 25% in and to the IP, including future inventions and improvements made by DJM relating to swimming pool treatment.
2. Mills and Innovez hereby agree to use their best efforts to commercialise the IP and to maximise income therefrom.
3. DJM hereby agrees to use his best efforts to support Mills and Innovez in the development and commercialisation of swimming pool treatments and hereby agrees not to compete in any manner whatsoever with the Assignee in the field of swimming pool treatments.
4. This Agreement is made under and shall be construed and interpreted in accordance with the laws of the Australian Capital Territory.

**INTENDING TO BE LEGALLY BOUND BY THIS AGREEMENT,**

I **Dudley John Mills** have applied my signature as assignor,



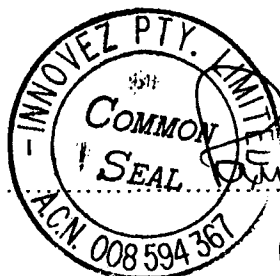
12 August 1999  
(date)


I **Dudley John Mills**, as a Director of Dudley Mills Pty Ltd and with the consent of the Board, have applied my signature in a manner binding upon the company..



12 August 1999  
(date)

I **Paul A Grant**, as a Director of Innovez Pty Ltd and with the consent of the Board, have applied my signature and the seal of Innovez Pty Ltd in a manner binding upon the company.



  
12/8/99