

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLETCHER BUILDING HOLDINGS LIMITED		03/06/2008	CORPORATION: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	AURIC TECHNOLOGIES LIMITED		
Street Address:	75 West Tamaki Road, Glen Innes		
City:	Auckland		
State/Country:	NEW ZEALAND		
Entity Type:	CORPORATION: NEW ZEALAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78584957	EMW	
Serial Number:	78486777	QUANTUM	
Serial Number:	78486781	Q QUANTUM ELECTROMAGNETIC WIPING	
CORRESPONDENCE DATA			
Fax Number:	(617)951-7050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(617) 951-7170		
Email:	emilia.cannella@ropesgray.com, erin.dugan@ropesgray.com		
Correspondent Name:	Emilia F. Cannella, Esq., Ropes & Gray		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	002876001-T-001		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$90.00 78584957

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Emilia F. Cannella, Esq.
Signature:	/emilia cannella/
Date:	07/07/2008

Total Attachments: 7

source=EMW Assignment#page1.tif

source=EMW Assignment#page2.tif

source=EMW Assignment#page3.tif

source=EMW Assignment#page4.tif

source=EMW Assignment#page5.tif

source=EMW Assignment#page6.tif

source=EMW Assignment#page7.tif

DEED dated

6 March

2008

PARTIES

FLETCHER BUILDING HOLDINGS LIMITED, a New Zealand company, of 810 Great South Road, Penrose, Auckland, New Zealand. ("Assignor")

AURIC TECHNOLOGIES LIMITED, a New Zealand company, of 75 West Tamaki Road, Glen Innes, Auckland, New Zealand ("Assignee")

INTRODUCTION

- A. The Assignor is the registered proprietor of the trade mark applications and registrations in the Schedule ("Trade Marks").
- B. The Assignor is the parent company and sole shareholder of Fletcher Steel Limited ("Fletcher Steel").
- C. By an agreement dated 31st August 2007, Fletcher Steel entered into an Agreement for Sale and Purchase ("ASOP") with the Assignee. Under the ASOP, Fletcher Steel agreed to transfer all of the Assignor's rights, title and interest in and to the Trade Marks ("Agreement").
- D. The Assignor has agreed to assign to the Assignee, and the Assignee has agreed to accept, the Trade Marks subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

"Copyright" means all copyright, and all rights in the nature of copyright, in the Trade Mark or any other device or stylisation customarily used by the Assignor in association with the Trade Marks, in all forms in which they have been used;

"Effective Date" means the date of this deed;

"Goodwill" means the goodwill symbolised by and associated with the Trade Marks, but not the whole of the goodwill of the business of the Assignor; and

"Trade Marks" means the trade marks (including the registrations/applications for those trade marks) set out in the Schedule.

2. **ASSIGNMENT**

2.1 **Assignment:** For good and valuable consideration as has been agreed between the parties (the receipt and sufficiency of which is hereby acknowledged by the Assignor), the Assignor hereby transfers and assigns to the Assignee from the Effective Date absolutely all of its rights, title and interest in and to:

- (a) the Trade Marks;
- (b) the Goodwill; and
- (c) the Copyright.

2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of Trade Marks, Goodwill and Copyright including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.

3. **FURTHER ACTIONS**

3.1 If requested by the Assignee the Assignor will, at the Assignee's reasonable expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to:

- (a) record this assignment on any trade marks register anywhere in the world;
- (b) prosecute, maintain, renew, enforce and defend any of the Trade Marks, Goodwill and Copyright; or
- (c) otherwise carry out the purposes and intent of this deed.

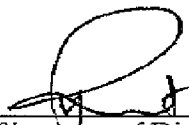
4. **GENERAL**

4.1 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

4.2 **Counterparts:** This Agreement may be signed in any number of counterparts (including facsimile copies) all of which, when taken together, will constitute one and the same agreement. A party may enter into this Agreement by signing any counterpart.

SIGNED AS A DEED

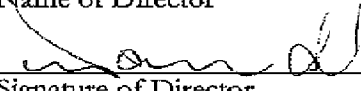
SIGNED by **FLETCHER BUILDING HOLDINGS LIMITED** by:



Signature of Director

William J Rees

Name of Director




Signature of Director

Martin Farrell

Name of Director

SIGNED by **AURIC TECHNOLOGIES LIMITED** by:



Signature of Director

Mervyn Neil Spencer

WITNESS:

Signature: 

Name: Colin Buckley

Address: 21 Buck Road Otahuhu

Occupation: Engineer

SCHEDULE

Trade Marks

- EMW
- QUANTUM
- QUANTUM ELECTROMAGNETIC WIPING




Applications and Registrations

Australia

Number	Trade Mark	Classes	Status
1044889	EMW	6, 9, 40	Registered

Canada

Number	Trade Mark	Classes	Status
1249700	EMW	6, 9, 40	Application
1231303	QUANTUM	9, 40	Application
1231300		9, 40	Application

China

Number	Trade Mark	Classes	Status
4529554	EMW	9	Application

European Community

Number	Trade Mark	Classes	Status
4325445	EMW	6, 9, 40	Application

Indonesia

Number	Trade Mark	Classes	Status
D0020050711907180	EMW	9	Application

Japan

Number	Trade Mark	Classes	Status
5006433	EMW	6, 9, 40	Registered


Malaysia

Number	Trade Mark	Classes	Status
05003468	EMW	9	Registered

Mexico

Number	Trade Mark	Classes	Status
924207	EMW	6	Registered
926078	EMW	9	Registered

New Zealand

Number	Trade Mark	Classes	Status
718331	EMW	6, 9, 40	Registered
710197	QUANTUM	9, 40	Registered
710196		9, 40	Registered

Russia

Number	Trade Mark	Classes	Status
309360	EMW	6, 9, 40	Registered


South Africa

Number	Trade Mark	Classes	Status
2005/04418	EMW	9	Application

South Korea

Number	Trade Mark	Classes	Status
649814	EMW	9	Registered

United States

Number	Trade Mark	Classes	Status
78584957	EMW	6, 9, 40	Application
3078728	QUANTUM	9, 40	Registered
3078729		9, 40	Registered