

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
Mr. Keith Dixon-Roche		11/04/2009	INDIVIDUAL: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	PipeFlex Manufacturing Limited		
Street Address:	1 Bowes Court, Barring to Industrial Estate		
City:	Bedlington		
State/Country:	UNITED KINGDOM		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3220998	PIPEFLEX	
CORRESPONDENCE DATA			
Fax Number:	(678)267-3584		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	brad@croselaw.com		
Correspondent Name:	Bradley D. Crose		
Address Line 1:	112 Northbrooke Trace		
Address Line 4:	Woodstock, GEORGIA 30188		
ATTORNEY DOCKET NUMBER:	TM-11-0104		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

OP \$40.00 3220998

NAME OF SUBMITTER:	Bradley D. Crose
Signature:	/Bradley D. Crose/
Date:	02/19/2011
Total Attachments: 7 source=Assignment KDR to PFM#page1.tif source=Assignment KDR to PFM#page2.tif source=Assignment KDR to PFM#page3.tif source=Assignment KDR to PFM#page4.tif source=Assignment KDR to PFM#page5.tif source=Assignment KDR to PFM#page6.tif source=Assignment KDR to PFM#page7.tif	

Keith Dixon-Roche

and

PipeFlex Manufacturing Limited

Intellectual Property Agreement

This Agreement is made the 2nd of November 2009

Between:

1. **Keith Dixon-Roche** of 9 Torwood Close, Torquay, Devon TQ1 1EH (hereinafter "**KDR**"); and
2. **PipeFlex Manufacturing Limited** of 1 Bowes Court, Barring to Industrial Estate, Bedlington, Northumberland NE22 7DW, UK (hereinafter "**PFM**");

(hereinafter jointly referred to as the "**Parties**" and individually referred to as a "**Party**").

Whereas:

- (A) KDR is the registered applicant/proprietor or one of the registered applicants/proprietors of the intellectual property rights set out in Schedules 1, 2 and 3 hereto (hereinafter called the "**Intellectual Property Rights**"), which include certain families of patents and patent applications (hereinafter jointly called "**Patents**") as well as registered trademarks and domain names (hereinafter jointly called "**Marks**") and related technology (hereinafter jointly called "**the technology**");
- (B) The Parties have entered into this Agreement pursuant to the terms of a Share Purchase and Share Holder's Agreement between the Parties dated 2nd of November 2009 (the "**Main Agreement**") with the intent that the Parties will do what is required to transfer title to the Intellectual Property Rights to PFM subject to and in accordance with the terms of this Agreement.

Pursuant to the terms to the Main Agreement the Parties hereby agree as follows:

1. KDR hereby assigns to PFM all such right title and interest as he has in relation to the Marks and any goodwill attaching to the Marks together with the right to sue for damages and other remedies for any infringement of the Marks which occurred prior to the date of this Agreement. KDR shall at the request and expense of PFM do or procure to be done all such further acts and things and execute or procure the execution of all such other deeds and documents, as PFM may from time to time reasonably require in order to give PFM the full benefit of the Marks, whether in connection with the registration of PFM's title to the Marks, the enforcement of PFM's rights in the Marks or otherwise.
2. With respect to the Patents listed in Schedule 1 (ie the Patents that are currently registered solely in KDR's name) then KDR hereby assigns to PFM all such right title and interest as he has in the such Patents and the inventions claimed in such Patents together with the right to sue for damages and other remedies for any infringement of those Patents which occurred prior to the date of this Agreement. KDR shall at the request and expense of PFM do or procure to be done all such further acts and things and execute or procure the execution of all such other deeds and documents, as PFM may from time to time reasonably require in order to give PFM the full benefit of the rights referred to in this Clause 2, whether in connection with the registration of PFM's title to the rights referred to in this Clause 2, the enforcement of such rights or otherwise.
3. As to the family of patents and patent applications stemming from the international PCT patent application with international publication number WO 01/61230 A3, as filed on 19 February 2001 and the inventions claimed therein (hereinafter called "**the Tape Winding Patent Family**", a current overview of which is listed in Schedule 2 to this Agreement), it is the Parties' understanding that the relevant patents or patent applications are held by KDR in co-ownership with a third party, Bekaert NV (hereinafter called "**Bekaert**") and/or Mr Luc Bourgois (hereinafter called "**LB**") and that pre-emption exist in with Bekaert or LB. It is also understood that Bekaert will not object to the transfer of KDR's rights to such patents as set out in Schedule 3.

4. The Parties shall execute all such further deeds and documents and do all such further acts and things as may be necessary or desirable to give full effect to the terms and intention of this Agreement and to protect or record the rights of the Parties under it.
5. PFM may assign, transfer, charge, encumber or otherwise deal with the whole or any part of this Agreement or its obligations under it without the prior written consent of KDR. KDR may not assign, transfer, charge, encumber or otherwise deal with the whole or any part of this Agreement or its obligations under it without the prior written consent of PFM.
6. In the event that any Clause or any part of any Clause in this Agreement is declared invalid or unenforceable, by the judgment or decree by consent or otherwise of a court of competent all other provisions contained in this Agreement shall remain in full force and effect and shall not be affected by such finding for the term of this Agreement.
7. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably agree to submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of any claim or matter arising under or in connection with this Agreement.

As witness the hands of the Parties or their duly authorised representatives on the date set out above.

Signatory:

Signature:

Date:

Keith Dixon-Roche (KDR)



4th Nov 09

Witness



4th Nov 2009

Name M. J. COUSWELL

Address 5 TORWOOD CL TORQUAY DEVON

PipeFlex Manufacturing Limited
(PFM)

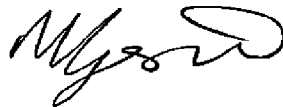
Represented by:

Keith Dixon-Roche



4th Nov 09

Witness



4th Nov 2009

Name M. J. COUSWELL

Address 5 TORWOOD CL TORQUAY DEVON

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REEL: 004482 FRAME: 0950

Schedule 1: Intellectual Property Rights Currently Registered Solely in KDR's Name

Group 1 – Hoses or Flexible Pipes		
Application/Patent No.	Country	Status
P0100789	Hungary	Accepted
226279	Mexico	Pending
2000-525707	Japan	Pending
EP1047898	United Kingdom	Accepted
AT E 233 877 (EP 1047898)	Austria	Accepted
EP 1047898	Belgium	Accepted
PI 9813601-1	Brazil	Accepted
DE 698 11 959 T2 (EP 1047898)	Germany	Accepted
EP 1047898	France	Accepted
EP 1047898	Netherlands	Accepted
2193587 (EP 1047898)	Spain	Accepted
EP 1047898	Italy	Accepted
EP 1047898	Denmark	Accepted
US 6,505,649	United States of America	Accepted
AU 745835	Australia	Accepted
CA 2313539	Canada	Pending
NO 20003122	Norway	Pending
GB 9726729.8	United Kingdom	Accepted
GB 9805374.7	United Kingdom	Accepted

Group II – End Terminations		
Application/Patent No.	Country	Status
MX/a/2008/002217	Mexico	Pending
PCT/GB2006/003007	Japan	Pending
2008 0945	Norway	Pending
PI 0614357-1	Brazil	Pending
2006281263	Australia	Pending
06779149.1	Europe	Pending
PCT/GB2006/003077	Canada	Pending
PCT/GB2006/003077	United States of America	Pending
GB 0516780.4	United Kingdom	Pending

Group III – LNG Pipes		
Application/Patent No.	Country	Status
06779276.2 (PCT/GB2006/003256)	Europe	Pending
2008 0998	Norway	Pending
PCT/GB2006/003256	United States of America	Pending
PCT/GB2006/003256	PCT	Pending
GB0517998.1	United Kingdom	Pending

Group IV – Trade Marks		
Application/Trade Mark No.	Country	Status
3220998	United States of America	Accepted
2839447	Europe	Accepted

Group V – Domain Names	Status
pipeflex.org.uk	Accepted
pipeflex.org	Accepted
pipeflex.net	Accepted
pipeflex.co.uk	Accepted
pipeflex.com	Accepted

Group VI		
Application/Trade Mark No.	Country	Status
PCT/GB1998/02740	PCT	Pending
GB 9719338.7	United Kingdom	Pending
GB 9726728.0	United Kingdom	Pending
PCT/GB2001/005372	PCT	Pending
GB 0029569.1	United Kingdom	Pending
US 6,685.397	United States of America	Pending

Schedule 2: Tape Winding Patent Family

Application/Patent No.	Country	Status
EP1255943	Portugal	Granted
EP 1255943	Finland	Granted
AT E 349 644 (EP1255943)	Austria	Granted
DE 601 25 511 T2 (EP1255943)	Germany	Granted
PI 0108434-8	Brazil	Pending – as per this week
EP 1255943	Denmark	Granted
EP 1255943	France	Granted
EP 1255943	Italy	Granted
EP 1255943	Netherlands	Granted
2279800T3 (EP 1255943)	Spain	Granted
EP 1255943	Sweden	Granted
TR200702002T4	Turkey	Granted
US 10/204,061	United States of America	Pending
US 11/173,323	United States of America	Pending – Appeal as agreed by KDR, ET, KBB
US 11/704,520	United States of America	Pending
US 11/905,258	United States of America	Pending

Application/Patent No.	Country	Status
EP1255943	Ireland	Granted
EP1255943	United Kingdom	Granted
EP1255943	Belgium	Granted
EP1255943	Switzerland	
EP1255943	Luxembourg	Granted
GB0003713.5	United Kingdom	Granted
GB0004245.7	United Kingdom	Granted
GB0018404.4	United Kingdom	Granted
GB0101372.1	United Kingdom	Granted
EP 06026452.0	Europe	Pending - Murgitroyd

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REEL: 004482 FRAME: 0953

Schedule 3: Agreement Between Bekaert & Keith Dixon-Roche & OGI & PipeFlex

KDR-Bekaert agreement.pdf

OGI-Bekaert agreement.pdf

KDR-OGI agreement.pdf

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