

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459472

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPIRALITE HOLDINGS LIMITED		08/02/2017	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	KHANSAHEB INDUSTRIES OWNED BY KHANSAHEB INVESTMENT ONE PERSON CO. LLC		
Street Address:	Plot No. TP070609, National Industries Park		
City:	Dubai		
State/Country:	UNITED ARAB EMIRATES		
Entity Type:	Limited Liability Company: UNITED ARAB EMIRATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4676754		
Registration Number:	4676755		
CORRESPONDENCE DATA			
Fax Number:	7036217155		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7036217140		
Email:	simone@mg-ip.com		
Correspondent Name:	Simone Chen		
Address Line 1:	4000 Legato Road, Suite 310		
Address Line 4:	Fairfax, VIRGINIA 22033		
DOMESTIC REPRESENTATIVE			
Name:	Simone Chen (MUNCY GEISSLER OLDS & LOWE)		
Address Line 1:	4000 Legato Road, Suite 310		
Address Line 4:	Fairfax, VIRGINIA 22033		
NAME OF SUBMITTER:	Simone Chen		
SIGNATURE:	/Simone Chen/		
DATE SIGNED:	01/25/2018		

OP \$65.00 4676754

Total Attachments: 24

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DATED

2 August

2017

- (1) SPIRALITE HOLDINGS LIMITED (IN ADMINISTRATION)
- (2) SPECIALIST INSULATION LIMITED (IN ADMINISTRATION)
- (3) ZELF HUSSAIN AND MATTHEW BOYD CALLAGHAN
- (4) KHANSAHEB INDUSTRIES OWNED BY KHANSAHEB INVESTMENT ONE PERSON CO LLC

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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DATE

2017

PARTIES

- (1) **SPIRALITE HOLDINGS LIMITED (IN ADMINISTRATION)** incorporated and registered in England and Wales (registered number 07362483) whose registered office is Unit 10, Eurocourt, Oliver Close, West Thurrock RM20 3EE (Spiralite) acting by the Administrators;
 - (2) **SPECIALIST INSULATION LIMITED (IN ADMINISTRATION)** incorporated and registered in England and Wales (registered number 05454509) whose registered office is Unit 10, Eurocourt, Oliver Close, West Thurrock RM20 3EE (SIL) acting by the Administrators
 - (3) **ZELF HUSSAIN and MATTHEW BOYD CALLAGHAN**, joint administrators of the Seller PricewaterhouseCoopers LLP of 7 More London Riverside, London SE1 2RT and 1 Embankment Place, London WC2N 6RH (the Administrators); and
 - (4) **KHANSAHEB INDUSTRIES OWNED BY KHANSAHEB INVESTMENT ONE PERSON CO LLC** incorporated and registered in the National Industries Park, UAE (under licence number 756079 and commercial registration number 1222710) whose address on its trade licence is at Plot No. TP070609, National Industries Park, Dubai, UAE (the Buyer),
- each one a Party and together the Parties.

INTRODUCTION

- (A) The Administrators were appointed as joint administrators of Spiralite and SIL on the Appointment Date.
- (B) The Seller acting by the Administrators has agreed to assign and transfer to the Buyer such rights, title, interest and benefits in and to the Business Intellectual Property and the Computer Software as the Seller has on the terms and conditions set out in this deed.
- (C) The Administrators enter this deed solely to take the benefit of the terms of this deed in their favour and shall incur no personal liability under or in connection with this deed.

IT IS AGREED

1. **1 DEFINITIONS AND INTERPRETATION**

1.1 In this deed, including the introduction and the Schedule, the following definitions shall apply unless the context otherwise requires:

Administrators' Solicitors
Gateley P/c, Minerva, 29 East Parade, Leeds LS1 5PS (Ref: MSL/004552.137);

Appointment Date
the date of the appointment of the Administrators over the assets and undertaking of the Seller being 2 August 2017;

Assignment Amount

[REDACTED]

Assignment Date
the date of this deed;

Business

[REDACTED]

Business Intellectual Property

- (a) the Business Trademarks;
- (b) the Domain Names;
- (c) the Patents; and

(d) all other Intellectual Property used by the Seller in the Business;

Business Trademarks

the trademarks set out in the Schedule;

Claim

any proceeding, litigation, arbitration, action, claim (whether actual or contingent or otherwise), demand or employment tribunal claim which is brought or made against the Seller and/or the Administrators;

Clydesdale Spiralite Debenture

the debenture made between (1) Spiralite and (2) Clydesdale Bank Plc dated 30 March 2017 and registered on 5 April 2017;

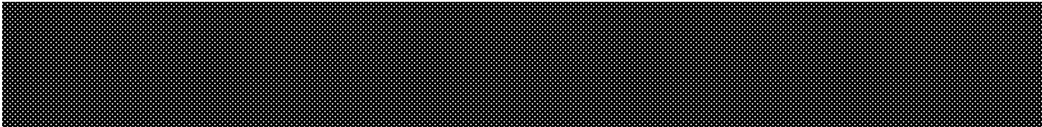
Clydesdale SiL Debenture

the debenture made between (1) SiL and (2) Clydesdale Bank Plc dated 30 March 2017 and registered on 5 April 2017;

Computer Software

any and all of the computer software developed by or on behalf of the Seller in connection with the Business (including that listed in the Schedule (if any)), including all associated Intellectual Property in that software;

Deeds of Release



(a) agree to release in full any and all of the assets which are to be transferred or assigned to the Buyer under this deed from any and all security granted in its favour;

(b) consent to the transactions contemplated by this deed in accordance with its terms.

Domain Names

the domain names listed in the Schedule;

Intellectual Property

all intellectual property rights or equivalent whether relating to the Business Trademarks, the Domain Names, the Patents, the Computer Software or otherwise, including:

(a) patents, registered and unregistered trade and service marks, business names, domain names, copyright, rights in designs, rights in inventions, database rights, all rights in software and topography rights (whether or not registered);

(b) applications for any or all of the rights in (a) above, together with the right to apply for and be granted registration, renewals or extensions of, and rights to claim priority from, such rights; and

(c) know-how, trade secrets, confidential information, technical information, customer and supplier lists and any other proprietary knowledge and/or information of whatever nature and howsoever arising,

with any rights or types of protection of the same or of a similar nature to those listed in (a), (b) or (c) which may subsist or will subsist now or in the future anywhere in the world and in each case for their full term (including any reversions or extensions) and/or effect;

Licences

any and all of the licences, options or other agreements or commitments granted by the Seller to third parties in connection with the Business Intellectual Property and the Computer Software (including that listed in the Schedule (if any));

Loss

any loss, cost, damage, award, charge, penalty fine, expense or any other liability which any of the Seller or the Administrators have incurred or suffered, or may incur or suffer arising out of or in connection with any Claim relating to the matters referred to in clause 4.3, including the reasonable and proportionate fees and expenses of the Administrators and the Administrators' Solicitors in connection therewith;

MAM DHLA



Octopus Debenture

the debenture made between (1) Spirallite and (2) Octopus Administrative Services Limited (as security trustee) dated 4 October 2016 and registered on 11 October 2016;

Patents

the patents listed in the Schedule;

Seller

Spirallite and STL, together acting by the Administrators;

Tax

all forms of tax, duty, impost, levy, withholding, deduction, charge, rate and governmental charge (whether national or local) in the nature of tax whenever created, enacted or imposed and whether of the UAE or elsewhere and any amount payable to any person or Tax Authority as a result of any enactment relating to Tax together with all related penalties, fines, charges, surcharges, costs and interest (including fines, charges, surcharges, costs and interest relating to a failure to provide any return or information or register for the purpose of any such Tax);

Tax Authority

any governmental, statutory, state, regional, provincial or local government authority, body or official (whether within or outside the UAE) involved in the assessment, collection or administration of Tax (and any predecessor to such authority, body or official); and

UAE

the United Arab Emirates.

1.2

In this deed, a reference to:

- 1.2.1 a clause or the Schedule is, unless otherwise stated, a reference to a clause of or the schedule to this deed;
- 1.2.2 a Party includes its permitted assignees or the successors in title and, for an individual, to his estate and personal representatives and, for the Administrators, any insolvency practitioner appointed to replace any of them in that office;
- 1.2.3 the Buyer includes, where relevant, any person nominated by the Buyer and approved in writing by the Seller acting by the Administrators (such approval not to be unreasonably withheld or delayed);
- 1.2.4 proceedings shall include the commencement of arbitration;

- 1.2.5 this deed or any provision of this deed are to this deed or that provision as in force for the time being and as amended from time to time in accordance with the terms of this deed; and
- 1.2.6 writing or written includes faxes but not e-mail.
- 1.3 In this deed:
- 1.3.1 unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender; and
- 1.3.2 the Schedule, clause and paragraph headings shall not affect the interpretation of this deed.
- 1.4 The Schedule to this deed forms part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedule.
- 1.5 Any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 ASSIGNMENT

- 2.1 Subject to the terms of this deed, the Seller unconditionally, irrevocably and absolutely assigns and transfers (as applicable) to the Buyer such of the Seller's rights, title, interest and benefits in and to the Business Intellectual Property and the Computer Software as it has and is permitted to assign and transfer with effect from the Assignment Date, including:
- 2.1.1 all goodwill attaching to the Business Intellectual Property and the Computer Software and to that part of the Seller's business that relates to the goods or services for which the Business Intellectual Property and the Computer Software are registered or used;
- 2.1.2 any and all monies to which the Seller is entitled in connection with any licences or assignments of the Business Intellectual Property and the Computer Software (including the Licences) which, if received by the Seller, shall be held on trust for and on behalf of the Buyer and paid to the Buyer as soon as reasonably practicable following receipt;
- 2.1.3 the MAM DHLA and all of the Seller's right, title, interest and benefit therein, including such right, title, interest and benefit as the Seller has in:
- (a) the Equipment (as defined in the MAM DHLA) located at the Colocation Site (as defined in the MAM DHLA); and
 - (b) the Intellectual Property Rights (as defined in the MAM DHLA) in the Foreground IP (as defined in the MAM DHLA); and
- 2.1.4 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Business Intellectual Property and the Computer Software whether occurring before, on, or after the date of this deed.
- 2.2 The Seller waives absolutely any moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Business Intellectual Property and the Computer Software (to the extent applicable) and, so far as is legally possible, any broadly equivalent rights the Seller may have in any territory of the world.
- 2.3 The Buyer agrees:
- 2.3.1 that it shall accept the assignment referred to in clause 2.1; and
- 2.3.2 to pay or procure the payment of the Assignment Amount on the Assignment Date in Sterling and in full and cleared funds to the client account of the Administrators' Solicitors from the client account of Mackrell Turner Garrett Solicitors (acting under the instruction of the Buyer) without deduction or set-off, the Administrators' Solicitors being hereby authorised to receive the Assignment Amount and receipt of which sum by the Administrators' Solicitors shall constitute a good discharge to the Buyer (which shall not have any

concern or responsibility in respect of how such sum is allocated or applied) in respect of its obligation under this clause 2.3.2.

2.4 Save as provided in clause 2.1, no other assets or liabilities of the Seller in connection with the Business, the Computer Software, any Intellectual Property of the Seller (including the Business Intellectual Property) or otherwise, shall form part of the assignment and transfer under this deed or otherwise be assumed by the Buyer.

3. 3 DELIVERY

3.1 On the Assignment Date, the Seller acting by the Administrators shall, insofar as it is able to do so, make available for collection by the Buyer all documents which concern or embody the Business Intellectual Property and the Computer Software and which are in the actual possession of the Administrators, including:

3.1.1 any certificates evidencing title of the Seller to any registered Business Intellectual Property and such records, files, and other documents relating to any applications for registration submitted in respect of all such Business Intellectual Property and all related disputes, claims and investigations;

3.1.2 such duly executed assignments and licences of the Business Intellectual Property and the Computer Software (including the Licences) entered into by the Seller prior to the Appointment Date that may be assigned by the Seller to the Buyer; and

3.1.3 the source code and object code, together with any related material or documentation, in respect of the Computer Software.

3.2 If, following the Assignment Date, any documents come into the possession of the Administrators which, had they been in the possession of the Administrators at the Assignment Date would have been made available for collection by the Buyer in accordance with clause 3.1, the Seller acting by the Administrators shall inform the Buyer within five (5) days that such documentation shall be made available for collection by the Buyer by mutually agreed arrangement.

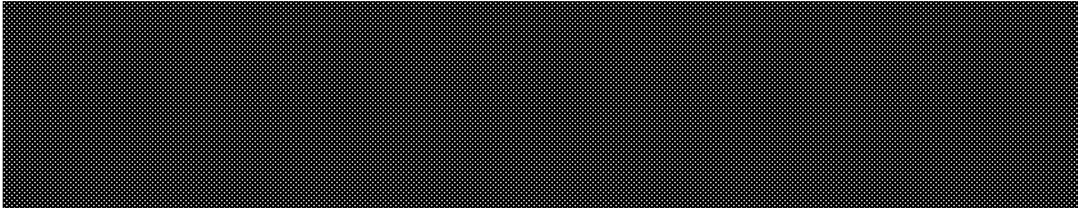
3.3 Without limiting the generality of clause 3.2, the Seller acting by the Administrators shall, at its own cost:

3.3.1 use its reasonable commercial endeavours with the assistance of the Buyer to collate all relevant documents reasonably obtainable from the records of the Seller which concern or embody the Business Intellectual Property and the Computer Software as soon as reasonably practicable following the Assignment Date (to the extent such documents are not within the actual possession of the Administrators on the Assignment Date), including any such document reasonably requested by the Buyer; and

3.3.2 make such documents available for collection by the Buyer in accordance with clause 3.2.

3.4 As soon as reasonably practicable following the Assignment Date, the Seller (acting by the Administrators) shall procure the execution of and deliver the Deeds of Release to the Buyer, provided that any failure or delay in the provision of the Deeds of Release shall not in any way limit or restrict the Seller's right, entitlement or ability to transfer and assign (as applicable) the Business Intellectual Property, the Computer Software and any other associated assets, licences and/or related rights which are the subject matter of this deed.

4. 4 WARRANTIES, AGREEMENTS, EXCLUSIONS AND UNDERTAKINGS

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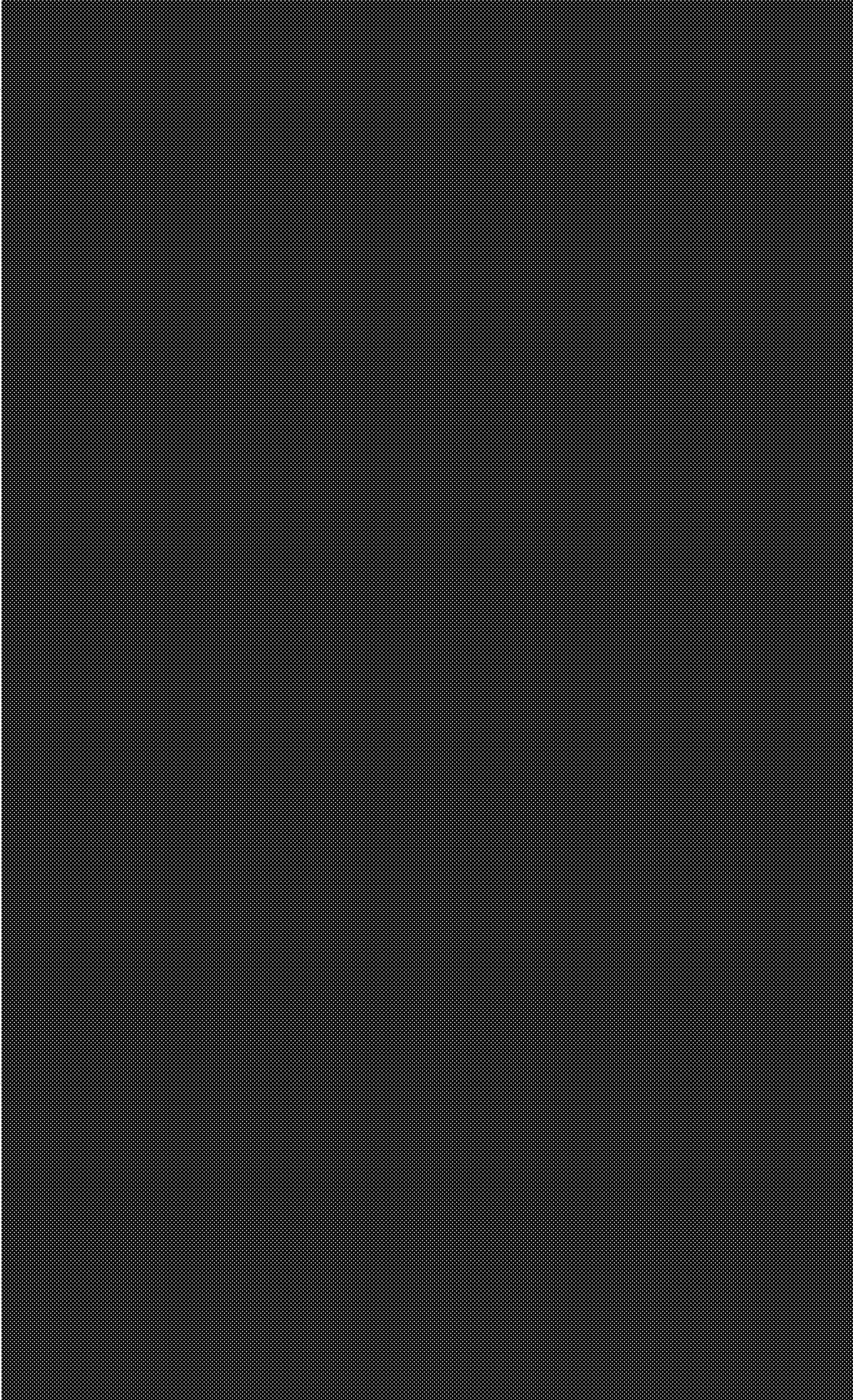
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5. 5 COSTS AND EXPENSES

6. 6 FURTHER ASSURANCE

6.1 The Seller acting by the Administrators shall, at the request and cost of the Buyer (but subject to clause 6.2) do, or procure the doing of, all acts and things and execute, or procure the execution of, all documents, as are reasonably required to give full effect to this deed and/or to perfect the assignments referred to in clause 2.1, including:

6.1.1 providing appropriate consent to the transfer of the Seller's Domain Name registrations to the Buyer in the form reasonably required by the Buyer;

6.1.2 providing an appropriate irrevocable letter of authority and consent in the form reasonably required by the Buyer to enable the Buyer, its professional advisors or other authorised representatives (including its patent attorney or intellectual property agent), where possible, to do all things which are necessary or desirable for the Buyer to obtain for itself the full benefit of this deed, including attending before and making enquiries of any relevant governmental authority, body of official (including any patent offices or Ministry) in relation to the ownership, validity, term or any other matter in connection with or relating to the assignment of the Business Intellectual Property contemplated by this deed;

6.1.3 providing reasonable assistance to the Buyer in securing any third party consents to the assignments contemplated by this deed;

6.1.4 providing reasonable assistance to the Buyer in the provision and service of any notices of assignment in relation to any licence or assignment granted by the Seller in respect of the Business Intellectual Property or the Computer Software (including the Licences); and

6.1.5 providing reasonable assistance to the Buyer in the provision and service of any assignment instruments in respect of the Business Intellectual Property in a form prescribed or acceptable to any relevant governmental authority, body or official (including any patent office or Ministry) and as may be required to update the relevant registers to reflect the Buyer as the owner of the relevant Business Intellectual Property.

6.2 Notwithstanding the provisions of clause 6.1, the Seller shall be liable for any and all costs and expenses incurred by the Seller and the Administrators in connection with the performance by the Seller, acting by the Administrators, of its obligations as set out in clauses 6.1.1, 6.1.2, 6.1.4 and 6.1.5 provided always that the Buyer's professional advisors shall be responsible for preparing any such documentation for review and subject to approval by or on behalf of the Seller, acting by its Administrators.

6.3 The Seller acting by the Administrators shall ratify and confirm everything that the Buyer, its professional advisors or other authorised representatives (including its patent attorney or intellectual property agent) does or arranges or purports to do or arrange in good faith in the exercise of any authority granted to such person under clause 6.2.

7. 7 THIRD PARTY RIGHTS

Save for those persons referred to in clause 4.4, a person who is not a Party cannot enforce, or enjoy the benefit of, any terms of this deed under the Contracts (Rights of Third Parties) Act 1999.

8. 8 NOTICES AND COMMUNICATIONS

Any notice or other communications under this deed shall be in writing and may be sent by post (or airmail if overseas), courier or facsimile. Any such notice or communication shall be addressed to the relevant Party at its address given in this deed, or the address last known to the other Parties at which it carried on business and shall be treated as served:

8.1.1 if delivered by courier or personally, at the time of delivery;

8.1.2 if posted, 48 hours after posting or upon receipt (whichever is earlier);

- 8.1.3 if sent by airmail, 120 hours after posting or upon receipt (whichever is earlier);
or
8.1.4 if sent by fax at the time of transmission (unless the sender knows or ought reasonably to have been aware of a transmission failure).

9. 9 GENERAL

9.1 Save as specifically and expressly provided in this deed, the Buyer shall not assign, sub-licence, sub-contract, delegate, share or part with any of its rights or obligations under this deed to any third party without the prior written consent of the Seller acting by the Administrators (such consent not to be unreasonably withheld or delayed).

9.2 This deed constitutes the entire agreement between the Parties relating in any way to any of the matters dealt with in this deed. It supersedes with immediate effect and extinguishes any such previous agreements, arrangements, understandings, representations or warranties.

9.3 No variation or addition to this deed shall be effective unless:

- 9.3.1 made in writing;
9.3.2 signed by or on behalf of the Parties; and
9.3.3 referring explicitly both to this deed and to the fact that the purpose of the Parties is to vary or add to it,

and no right of any Party can be waived, released or made subject to conditions without such written agreement.

9.4 Except to such extent as may be required by law or professional regulation, no Party shall make any public announcement in relation to this deed or its subject matter without the prior written approval of the other Parties.

9.5 The Parties agree that if any of the provisions in this deed are held to be unenforceable or invalid but would be enforceable and valid if part of the wording were deleted or modified, then such provision shall apply with such deletion or modification as may be necessary to make it valid and enforceable.

9.6 No failure by any Party to exercise or any delay in exercising any right or remedy under the terms of this deed shall operate as a waiver, and any single or partial exercise of any right or remedy shall not prevent its further exercise or the exercise of any other right or remedy.

9.7 With reference to any payments made by the Buyer under this Agreement:

- 9.7.1 all sums payable by the Buyer shall be paid free of all deductions or withholdings whatsoever, or of any rights of counterclaim or set-off; and
9.7.2 if any deduction or withholding is required by a law of the UAE to be made from any payment, or if the Buyer is subject to Tax in the UAE in respect of any payment under this Agreement, the Buyer shall pay such additional sum as is necessary to ensure that the net amount received and retained by the Seller acting by the Administrators (after taking account of such deduction or withholding or Tax) will leave the Seller acting by the Administrators with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding for or payment of Tax.

10. 10 COUNTERPARTS

This deed may be executed in any number of counterparts, and by the Parties on separate counterparts, each of which when so executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

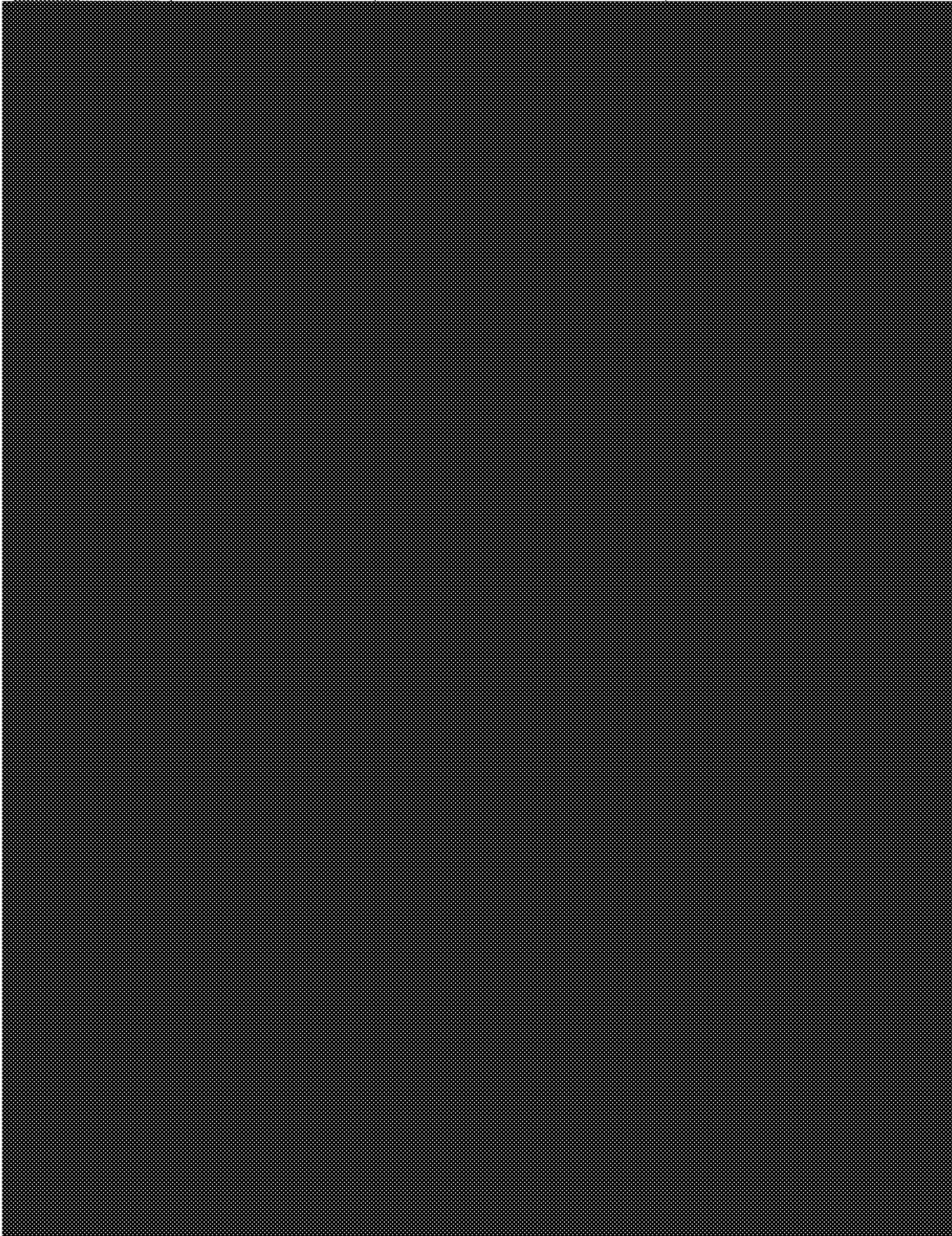
11. 11 GOVERNING LAW AND JURISDICTION

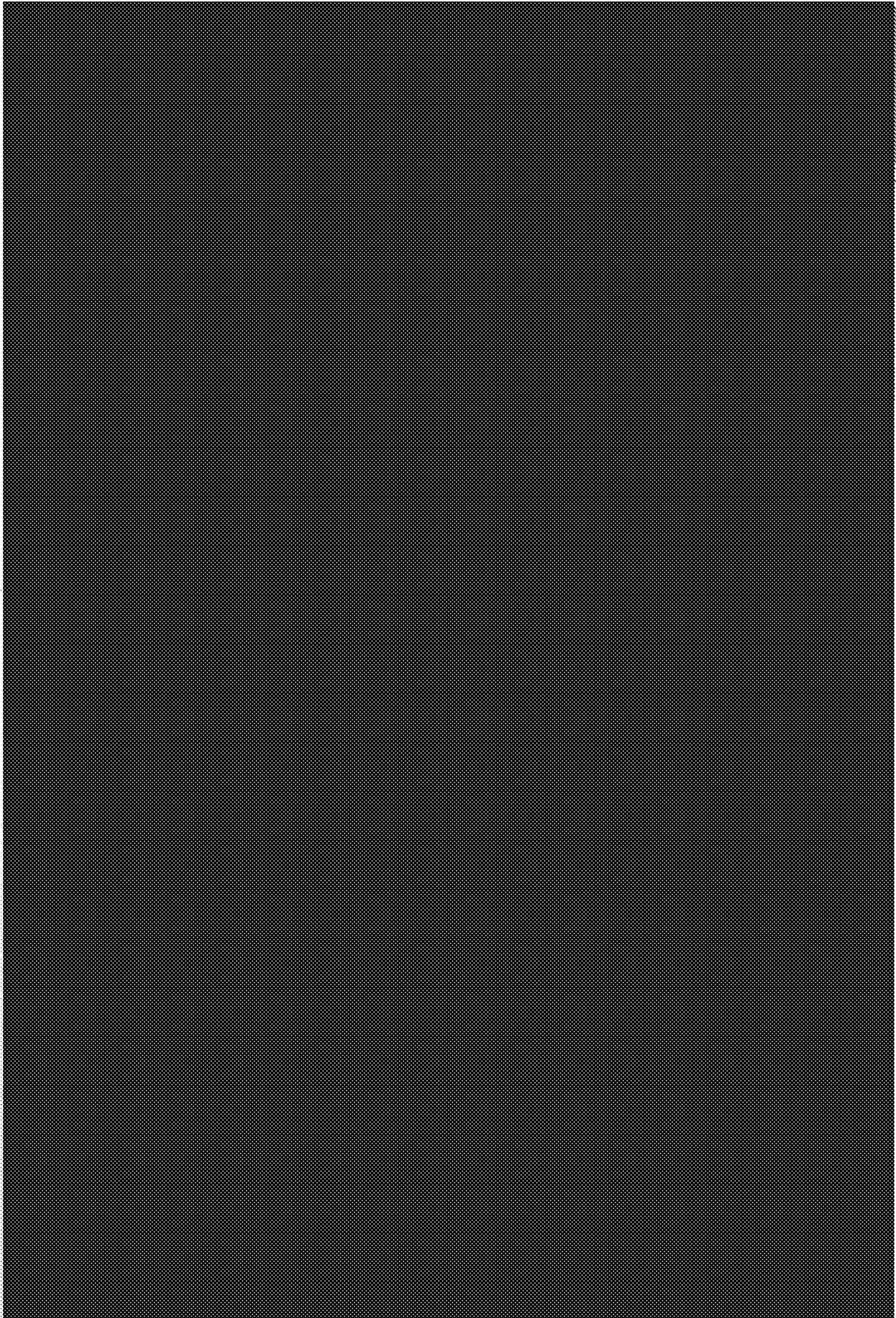
11.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

11.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

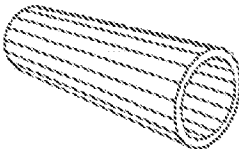

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this deed.

THE SCHEDULE
PART 1 - BUSINESS TRADEMARKS

TERRITORY	REGISTRATION/ APPLICATION NUMBER	MARK	FULL NAME AND ADDRESS OF APPLICANT (WHERE KNOWN)
			



24281738.1

<p>United States of America</p>	<p>4676754</p>	<p>Three-dimensional mark:</p> 	<p>Spiralite Holdings Limited Unit 10, Eurocourt, Oliver Close, West Thurrock, Essex, RM 20 3EE, United Kingdom</p>
<p>United States of America</p>	<p>4676755</p>	<p>Three-dimensional mark:</p> 	<p>Spiralite Holdings Limited Unit 10, Eurocourt, Oliver Close, West Thurrock, Essex, RM 20 3EE, United Kingdom</p>



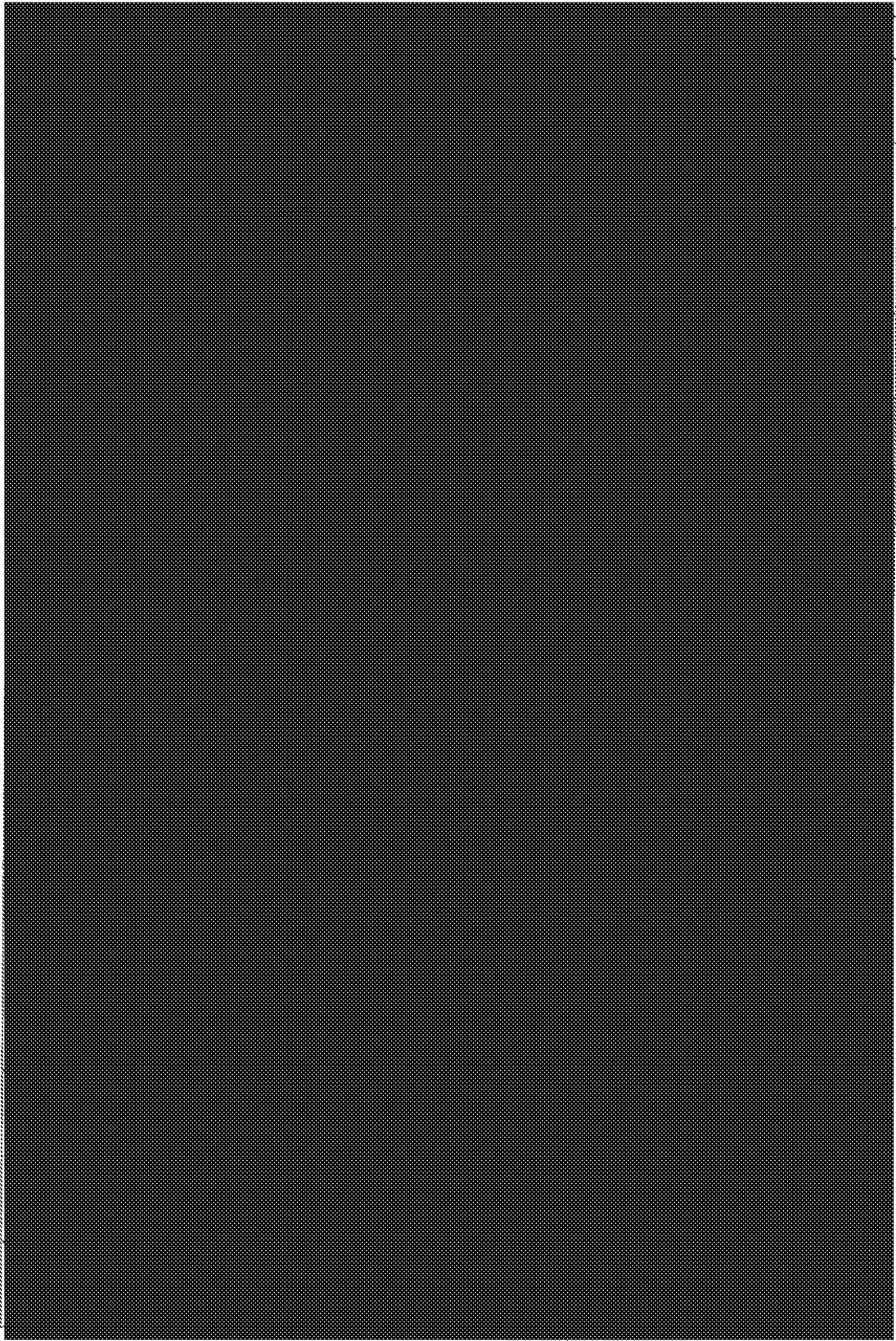


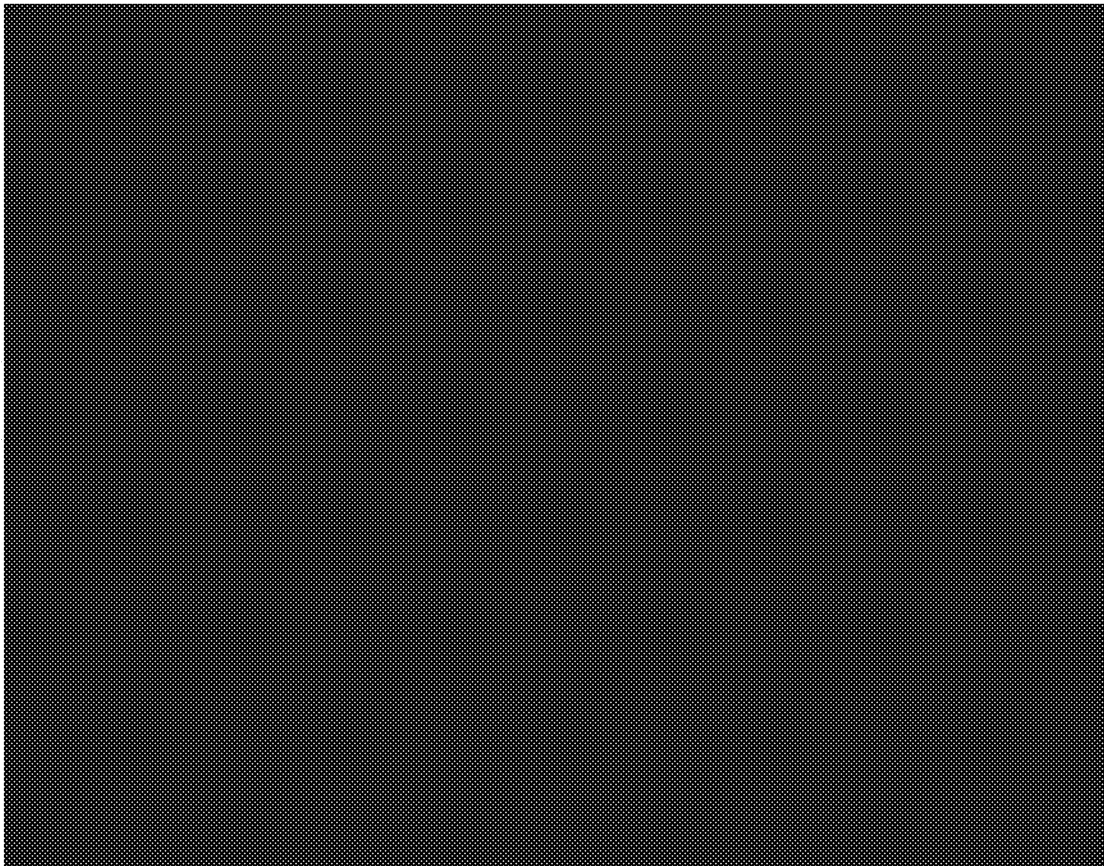
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PART 2 - DOMAIN NAMES





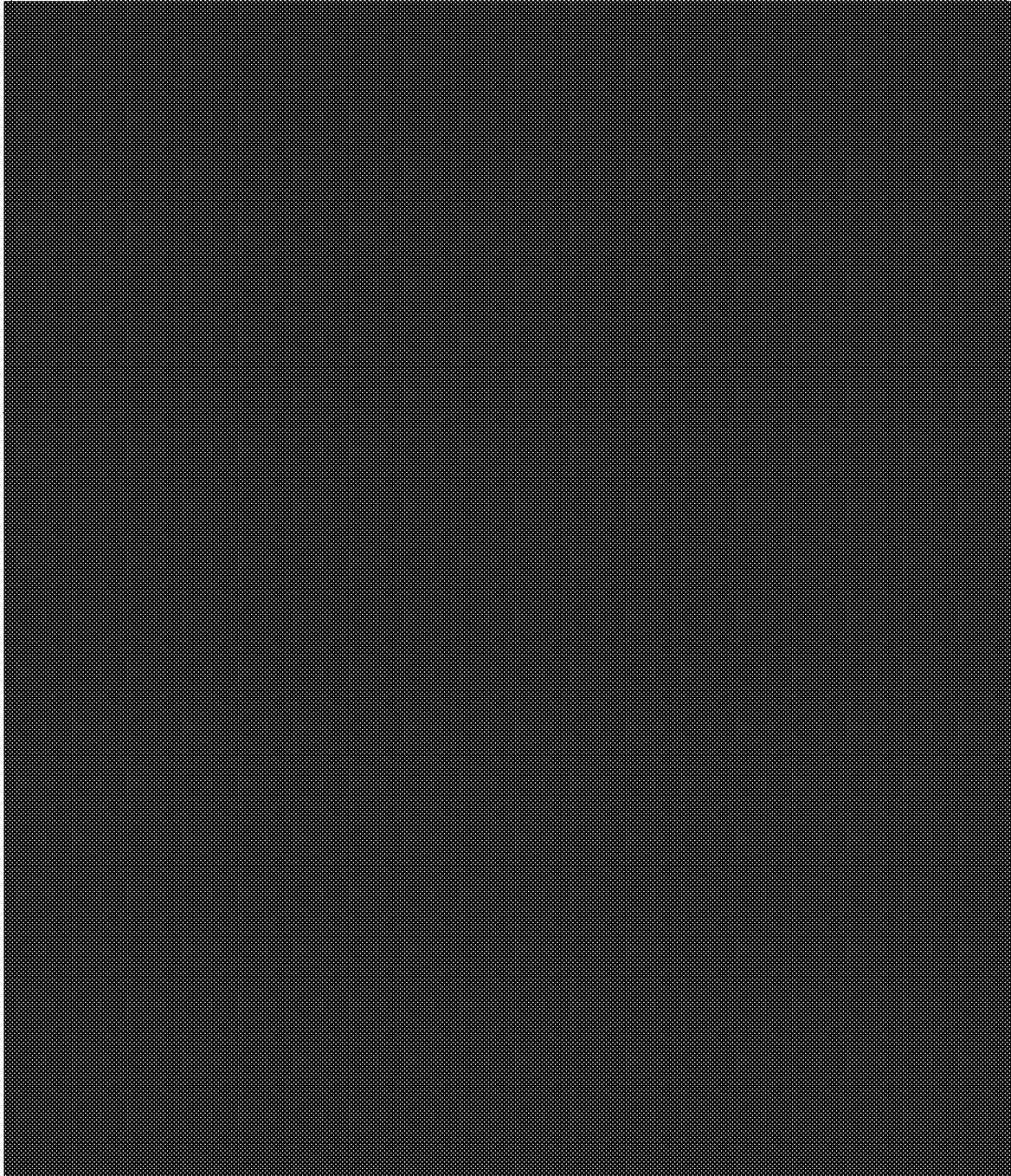
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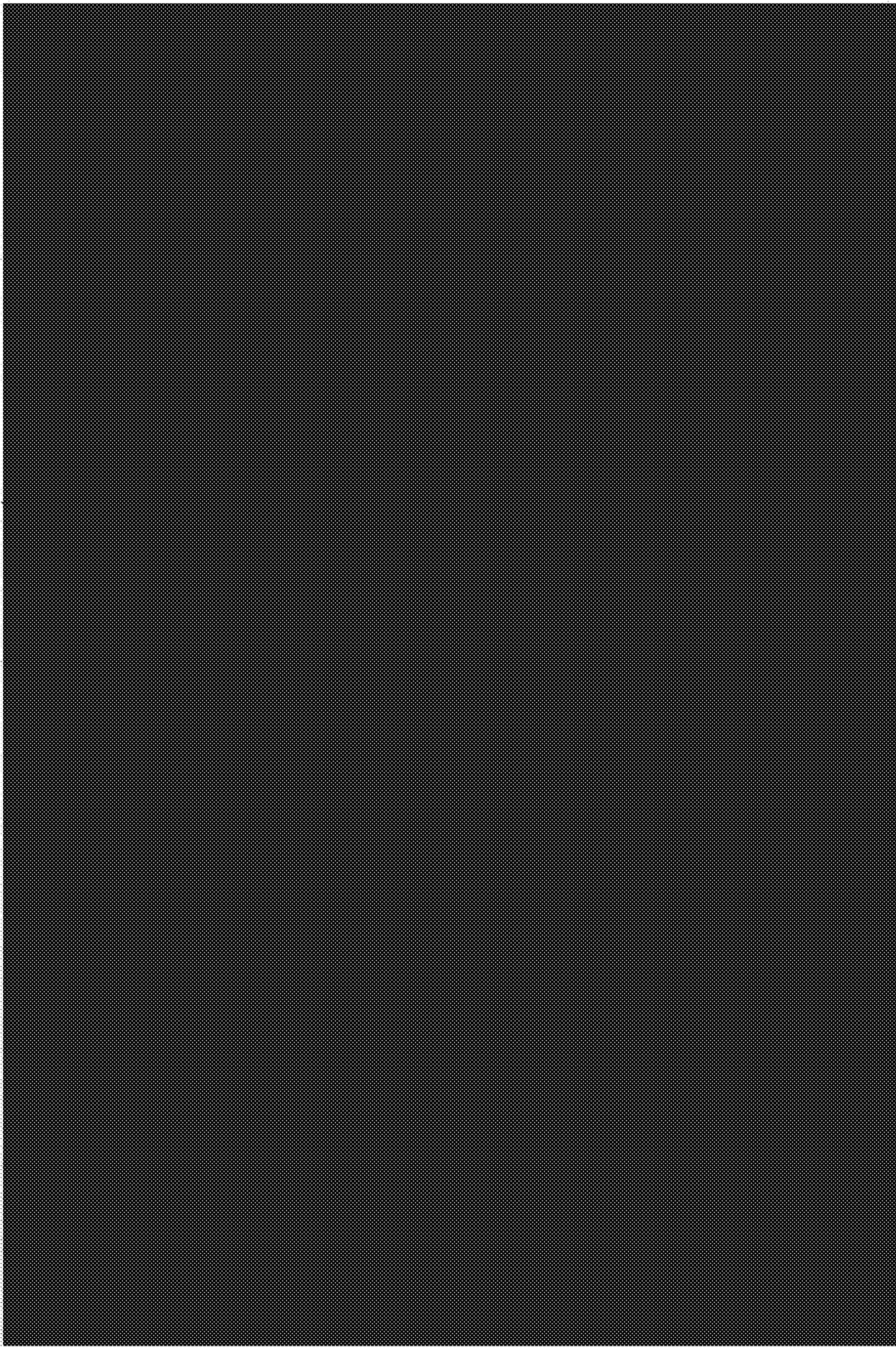
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PART 3 - PATENTS

TERRITORY	REGISTRATION/ APPLICATION NUMBER	DESCRIPTION	FULL NAME AND ADDRESS OF APPLICANT (WHERE KNOWN)
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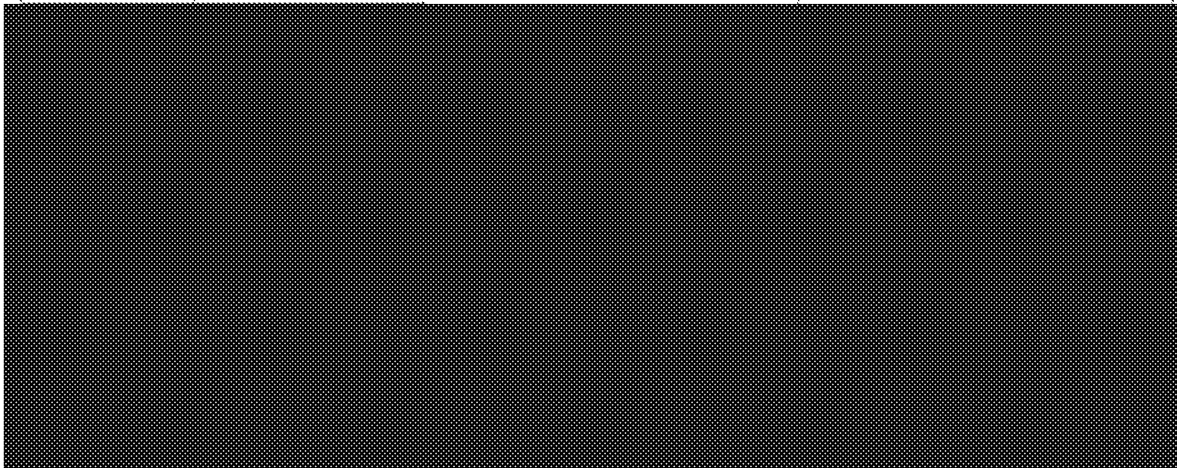


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United States of America	8950439	insulated ductwork products.	Spiralife Holdings Limited Unit 10, Eurocourt, Oliver Close, West Thurrock, Essex, RM 20 3EE, United Kingdom
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PART 4 - COMPUTER SOFTWARE

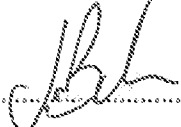
The CAD/CAM software solution developed by or on behalf of the Seller pursuant to the MAM DHLA

PART 5 - LICENCES

None specified

Signed as a deed (but not delivered until the date hereof) by SPIRALITE HOLDINGS LIMITED (IN ADMINISTRATION) acting by ZELF HUSSAIN, its administrator, under powers conferred by the Insolvency Act 1986, and without personal liability in the presence of:


ZELF HUSSAIN


Witness Signature 

Witness Name Mr. BATTIE

Witness Address 7, MORE LONDON RIVERSIDE, LONDON

Witness Occupation ACCOUNTANT

Signed as a deed (but not delivered until the date hereof) by SPECIALIST INSULATION LIMITED (IN ADMINISTRATION) acting by ZELF HUSSAIN, its administrator, under powers conferred by the Insolvency Act 1986, and without personal liability in the presence of:


ZELF HUSSAIN

Witness Signature 

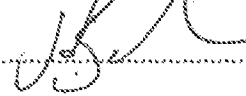
Witness Name Mr. BATTIE

Witness Address 7, MORE LONDON RIVERSIDE

Witness Occupation ACCOUNTANT

Signed and delivered as a deed (but not delivered until the date hereof) by ZELF HUSSAIN on his behalf and on behalf of his fellow joint administrator in the presence of:


ZELF HUSSAIN

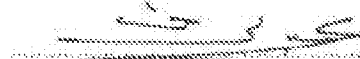
Witness Signature 

Witness Name Mr. BATTIE

Witness Address 7, MORE LONDON RIVERSIDE, LONDON

Witness Occupation ACCOUNTANT

Executed as a deed (but not delivered until the date hereof) by KHANSAHEB INDUSTRIES OWNED BY KHANSAHEB INVESTMENT ONE PERSON CO LLC a company incorporated and registered in the Emirate of Dubai, UAE acting by a person who, in accordance with the laws of that territory, is a duly authorised signatory of that company, in the presence of:


Authorised Signatory

ABDULLAHMAN A. KHANSAHEEB
Name and position

Witness Signature Rohit Agarwal

Witness Name ROHIT AGARWAL

Witness Address P.O. BOX 13, DUBAI, UAE

Witness Occupation CHARTERED ACCOUNTANT

