DATED 26 February 1997

- (1) <u>WILLAN BUILDING SERVICES LIMITED</u>
- (2) <u>COBCO (205) LIMITED (to be known as BUILDING</u>

 PRODUCTS DESIGN LIMITED)

<u>DEED OF ASSIGNMENT OF</u> <u>PATENTS, TRADE MARKS, REGISTERED DESIGNS AND</u> <u>OTHER INTELLECTUAL PROPERTY RIGHTS</u>

EVERSHEDS

SOLICITORS

1 Royal Standard Place NOTTINGHAM NG1 6FZ Tel: 0115 950 7000 Fax: 0115 950 7111

> Date: 25 February 1997 Reference: NOTCOM1/7340-1/

> > WE HEREBY CERTIFY THIS DOCUMENT TO BE A TRUE COPY OF THE ORIGINAL DATED 29 May 1997

> > > Cobbetts

COBBETTS SOLICITORS SHIP CANAL HOUSE, KING STREET MANCHESTER M2 4WB



BETWEEN

- (1) <u>WILLAN BUILDING SERVICES LIMITED</u> whose registered office is at 2 Brooklands Road, Sale, Cheshire, M33 3SS ("Willan") and
- (2) <u>COBCO (205) LIMITED</u> (to be known as <u>BUILDING PRODUCTS DESIGN LIMITED</u>)

 whose registered office is at Ship Canal House, King Street, Manchester M2 4WB

 ("Building")

BACKGROUND

- (1) Willan is the owner of the Patents, the Trade Marks, the Designs and other copyright and intellectual property rights in the Defined Area.
- (2) Willan has agreed to assign all its rights in the Patents, the Trade Marks, the Designs and other intellectual property in the Defined Area on the terms and conditions set out below.
- (3) Willan has also agreed to assign all its rights in future intellectual property in the Defined Area to Building on the terms and conditions set out below.

OPERATIVE PROVISIONS

1 Definitions

In this Agreement the following terms shall have the following meanings:-

"the Designs"

means the registered designs particulars of which are set out in Schedule 1.

"the Patents"

means the patents particulars of which are set out in Schedule 2.

"the Applications"

means the patent applications particulars of which are set out in Schedule 2.

"the Trade Marks"

means the UK registered trade marks and the unregistered trade marks particulars of which are set out in Schedule 3.

"the Defined Area"

means building product design and development and marketing, sale and distribution of products in the areas of roof ventilation, wall ventilation, window

ventilation, cavity trays, roofing accessories, loft access traps, barrell vaulting and roof lights.

"Intellectual Property Rights"

means any and all patents, trade marks, service marks, copyright, moral rights, rights in a design, inventions, rights to apply for any of the foregoing and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world.

2. Assignment

In consideration of the allotment of 49 shares in the capital of Building by Building to Willan, Willan assigns with limited title guarantee absolutely to Building:-

- 2.1 All its rights title and interest in and to :-
 - 2.1.1 the Patents; and
 - 2.1.2 the Applications to the intent that the grant of any patents thereon

shall be in the name of and vest in Building;

together with all rights and powers arising or accrued therefrom including (without limitation) the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of any of the Patents or accompanying any application therefor or accompanying any of the Applications prior to the date hereof.

- 2.2 The right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the Patents and the Applications including the right to claim priority to the intent that the grant of any patents or similar protection shall be in the name of and vest in Building.
- 2.3 All its rights title and interest in the Trade Marks with the goodwill attaching to the Trade Marks but without the goodwill of the business in the goods in respect of which the Trade Marks are registered and have been used by Willan.
- 2.4 The full rights in the Designs together with all Willan's rights and interests in respect of such rights.
- 2.5 All Intellectual Property Rights owned by Willan and relating solely to the Patents, the Trade Marks or the Designs, or relating solely to the Defined Area,

for the remainder of the term, during which such rights and any renewals or extensions shall subsist.

All Intellectual Property Rights which will be created by Willan in the Defined Area from the date of this Assignment until the expiry of a period of five years therefrom and all modifications and amendments thereto made by Willan for the full term during which such rights and any renewals or extensions shall subsist.

3. Further assurance

Willan further agrees that at the request and cost of Building it will at all times do such acts and execute all such documents as may reasonably be necessary or desirable to secure the vesting in Building of all rights assigned to Building under this Assignment.

4. <u>Certificate of Value</u>

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £60,000.

METROBUILD PROPERTY RIGHTS

No:

2019109

Design Registrations

Pyramid Rooflight First Renewal:

22.11.1996

2019110 Domed Rooflight First Renewal: No:

22.11.1996

WILLAN PATENT APPLICATIONS

| Walan William | · State of the sta | | | 7 | T | 7 | | 7 | | T | 7- | - | - | T | r | 7 | T | |
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| Willand William Nome Description Application Principle Problemed Present Vanishing Vanishing Included Bestood 2017 11 S. Jan 86 1 Nay 1 Nay 1 Nay Convit Clear Convit Clear Convit Clear Convit Clear 1 Nay 95 1 Nay 95 1 Nay 95 1 Nay 95 Convit Clear Convit Clear Convit Clear Strate 95124236 1 3 Nay 95 UK 2293764 1 Nay 95 I Nay Restriction Convit Clear Convit Clear Strate 1 Nay 95 UK 2293764 1 Nay 95 UK Successor Convit Clear Strate Application 1 Strate 1 Nay 95 UK 2293764 1 Nay 95 UK System Strate Application 1 Share 86 1 12 Jul 95 UK 2293764 1 Nay 95 UK System Strate Application 1 Share 86 1 12 Jul 95 UK Nay 1 Nay | ÷ . | | R. | | | | | | | | | | | | | | | |
| Water Worlden Application Application Priority Priority Priority Vanisator Vanisator No. Date No. Date No. Date No. County Closes Centry Closes Centry Closes Centry Closes Centry Closes S32343.6 15 Jan 86 No. Distriction No. 2123356.A 17 May 95 UK 223376.A 17 May 95 UK 223376.A 10 May 95 UK 223 | | | Date | ≥ 2 2 | | | | | | - | | | | | | | | |
| Willan Willan Name Description Application Profession Profession Profession No. No. Date No. Date No. No. Cavity Closer Cavity Closer Cavity Closer S912432.6 15 Jan 86 No. UK 2193819.A 10 Cavity Closer Cavity Closer Cavity Closer Cavity Closer S912433.6 15 Jan 86 UK 2283768.A 10 Structure Structure Structure Sp14433.6 19 June 95 9414719.6 21 Jul 95 UK 2283874.A 10 Westitation Tipper Terminator Application 15 June 95 9414714.4 12 Jul 95 UK 2283874.A System Roul Ventilation Registration 15 May 86 1011024 12 Jul 95 UK 2283874.A | | Patent | °°Z | 21838198 | | | | | | | | | | | | | | |
| Willan Willan Mans Description Application Application Priority No. Date No. No. Courty Closed Cavity Closing Devices 93.23432.6 15. Jan 96 No. UK 218336 Cavity Closed Cavity Closing Devices 93.23432.6 15. Jan 96 UK 2283376 Sundation Ventilation Ventilated Valley 9512423.6 19. June 95 9414719.6 21. Jul 94 UK 2233376 System Stride Application 9512423.6 19. June 95 9414719.6 21. Jul 94 UK 2233376 System Stride Application 4Application 4Application 9514164.4 12. Jul 95 UK Roof Vanitation Ridge Vanitation Registration 15 Mai 66 1031024 12. Jul 95 UK | | peq | Date | 10 June 87 | 17 May 95 | | 10 April 96 | | | | | | | | | | | |
| Willan Name Description Application Application Priority No. County Closer Strate County Closer Strate County Closer Strate Strate Strate Strate Strate County Closer Strate Strate Strate Strate Strate Strate Strate Strate Tope Terminator Application Strate Strate Tope Terminator Application Strate Tope Terminator Application Strate Tope Terminator Application Strate Tope Terminator Tope Termi | | Publie | No. | 2183819A | 2283768A | | 2293874A | | | | | | | | | | | |
| Willan Willen Name Description Application No. Date Ventuator In-Line Ruge 8600854.7 15 Jan 1 Cavity Closer Cavity Closing Device 9323432.6 Cavity Closer Cavity Closing Device 9323432.6 Cavity Closer Cavity Closing Device 9512423.6 19 June Structure Roof Ventuation Cross Rafler Vent Application Strip System 17 Pipe Terminator Application April 1396 System Roof Ventuation Ridge Vent Terminal Design 15 Mar 1 System | | | | UK | ņ | UK | uĸ | ž | ž | | | | | | | | | |
| Willan Willen Name Description Application No. Date Ventuator In-Line Ruge 8600854.7 15 Jan 1 Cavity Closer Cavity Closing Device 9323432.6 Cavity Closer Cavity Closing Device 9323432.6 Cavity Closer Cavity Closing Device 9512423.6 19 June Structure Roof Ventuation Cross Rafler Vent Application Strip System 17 Pipe Terminator Application April 1396 System Roof Ventuation Ridge Vent Terminal Design 15 Mar 1 System | PPLICATIONS | Priority | Date | | | 13 May 95 | 21 Jul 94 | 26 Aug 95 | 12 Jul 95 | | | | | | | | | |
| Willan Willen Name Description Application No. Date Ventuator In-Line Ruge 8600854.7 15 Jan 1 Cavity Closer Cavity Closing Device 9323432.6 Cavity Closer Cavity Closing Device 9323432.6 Cavity Closer Cavity Closing Device 9512423.6 19 June Structure Roof Ventuation Cross Rafler Vent Application Strip System 17 Pipe Terminator Application April 1396 System Roof Ventuation Ridge Vent Terminal Design 15 Mar 1 System | LAN PATENT A | | No. | | | 9509756,4 | 9414719.6 | 9517563.4 | 9514164.4 | 1031624 | | • | | | | | | |
| Willen Name Description No. No. Ventilator Ventilator Cavity Closing Device 932343 Cavity Closer Cavity Closing Device 932343 Structure Structure Strip Building T Pipe Terminator Applica Abando System Roof Ventilation Ridge Vent Terminal Design Applica System Roof Ventilation Ridge Vent Terminal Registra | MIFI | ation | Date | 15 Jan 86 | | | 19 June 95 | | | 15 Mar 86 | | | | | | | | |
| Willen Name No. Ventilation Structure Roof Ventilation System Roof Ventilation System Roof Ventilation System System System System System System | | Applica | No. | 8600854.7 | 9323432.6 | | 9512423.6 | | Application Abandoned April 1996 | Design Registration | | | | | | | | |
| Willen | | Description | | In-Line Ridge Ventilator | Cavity Closing Device | Cavity Closing Device | Ventilated Valley | Cross Rafter Vent Strip | 'T Pipe' Terminator | Ridge Vent Terminal | | | | | | | | |
| | | Willen Name | | Ventilator | Cavity Closer | Cavity Closer | Ventilation Structure | Roof Ventilation System | Building Ventilation System | Roof Ventifation System | | | | | | | | |
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METROBUILD PROPERTY RIGHTS

Patents

Roofing Structure (Barrel Vaulting)

Priority Date: 7.

7.8.1981

No:

2104124B

Expires:

7.8.2001

Rooflight

Application Date: 9.2.1994

No:

9402449.4 (application)

Expires:

June 2016

TRADEMARKS - WILLAN

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|--|--|--|--|---|----|------------|-----------|----------|------------------------|-------------|------------------|---------------|---------|-----------|-------------------------|-----------|
| | | | | | | 2069082 | 1011000 | 2044680 | 1388726 | 1392007 | 1563978 | 4500000 | 200800 | 2000801 | Application | |
| | | | | - | | 19 June 96 | 14 NOV 95 | | 23 June 89 | 2 Aug 89 | 2 Mar 94 | 31 Uct 94 | | 31 Oct 94 | Application No and Date | |
| | | | | | | | | | to be allowed to lanse | < | < | | | | Registered | |
| | | | | | 19 | • | 19 | 13 | 10 | 11 | 37 | 19 | 19 | | Class | |

METROBUILD PROPERTY RIGHTS

Trademarks

Metrolite - Class 19 - No: 1484241
Registered: 23.11.1991 Renewable: 23.11.1998

Plastivoute - Class 6 - No: 1323993
Registered: 14.10.1987 Renewable: 14.10.2008

Plastivoute - Class 19 - No: 1323994
Registered: 14.10.1987 Renewable: 14.10.2008

This document is executed as a Deed and is delivered on the date stated at the beginning of this document.

| EXECUTED AND DELIVERED as a DEED by WILLAN BUILDING SERVICES LIMITED acting by and | DIRECTOR/SECRETARY |
|--|---|
| EXECUTED AND DELIVERED as a DEED by COBCO (205) LIMITED acting by and |)) DIRECTOR eass DIRECTOR/SECRETARY Allow |

- (1) GLIDEVALE BUILDING & PRODUCTS LIMITED
- (2) COBCO (205) LIMITED (to be known as BUILDING

 PRODUCTS DESIGN LIMITED)

<u>DEED OF ASSIGNMENT OF</u> <u>PATENTS, TRADE MARKS, REGISTERED DESIGNS AND</u> <u>OTHER INTELLECTUAL PROPERTY RIGHTS</u>

EVERSHEDS

SOLICITORS

1 Royal Standard Place NOTTINGHAM NG1 6FZ Tel: 0115 950 7000 Fax: 0115 950 7111

> Date: 25 February 1997 Reference: NOTCOM1/5242-1/

> > WE HEREBY CERTIFY THIS DOCUMENT TO BE A TRUE COPY OF THE ORIGINAL DATED 29 hay 1997

> > > Cappetts.

COBBETTS SOLICITORS
SHIP CANAL HOUSE, KING STREET
MANCHESTER M2 4WB

26h

BETWEEN

- (1) <u>GLIDEVALE BUILDING & PRODUCTS LIMITED</u> whose registered office is at Plymouth Avenue, Brookhill Industrial Estate, Pinxton, Nottingham, NG16 6NS ("Glidevale") and
- (2) <u>COBCO (205) LIMITED</u> (to be known as <u>BUILDING PRODUCTS DESIGN LIMITED</u>)

 whose registered office is at Ship Canal House, King Street, Manchester M2 4WB

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 - 2.1.2 the Applications to the intent that the grant of any patents thereon

shall be in the name of and vest in Building;

together with all rights and powers arising or accrued therefrom including (without limitation) the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of any of the Patents or accompanying any application therefor or accompanying any of the Applications prior to the date hereof.

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for the remainder of the term, during which such rights and any renewals or extensions shall subsist.

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4. Certificate of Value

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £60,000.

GLIDEVALE PATENT APPLICATIONS

| | 7 | <u> </u> | | | | | | | | | | · · · · · · · · · · · · · · · · · · · | | | |
|--|--------------|------------|------------------|--------------------------------|-------------------------------------|--------------------------|--|---------------------------------------|-------------------|-----------------------|---------------------------|---------------------------------------|--|------|-------------|
| | | MV650 | | FV200 | | SV120 | FV200 | FV200 | FV100 | RV645 RV655 | | | | | GV No. |
| Vent System Maxi Vent etc | Twist & Lock | Micro Vent | Vent Sleeve | Flat Roof Vent | Maxi Sloove & Extn Piece | Spring Wing Vent | Flat Roof Vent Abutment | Flat Roof Vent Flat Roof | Fascia Ventilator | Eaves Closure Vent | Std Panols & Flyscreen | Continuous Ventilator | Sid Panels | | GV Name |
| Wall Vent & Cavity Wall Vent System | Twist & Lock | Wall Vent | Ventilation Duct | Vent for use in Roof Struct | Wall Vent & Cav Wall Vent System | Vent through ap in panel | Vent Roof Structure for External Building | Ventilator for Flat Roof Structure | Fascia Ventilator | Roofspace Ventilator | Roofspace Ventilator | Roolspace Ventilator | Vent for use in Roofspace Vent Systems | | Description |
| 8624677 | 1033145 | 8527986 | 8521189 | 8500632 | 8521188 | 8519102 | 8515835 | 8513209 | 8500628 | 8232477 | 8230389 | 8230391 | 8138083 | No. | Application |
| 15 Oct 86 | 1 Apr 86 | 13 Nov 85 | 23 Aug 85 | 10 Jan 85 | 23 Aug 85 | 29 Jul 85 | 21 June 85 | 24 May 85 | 10 Jan 85 | 13 Nov 82 | 25 Oct 82 | 25 Oct 82 | 17 Dec 81 | Date | cation |
| Parent App 8521188 | | 6430408 | 8421656 | 8400758 | 1021731 | 8419885 | | 8421657 | 8400758 | | 8210650 | 8206149 | 8040685 | No. | |
| 15 Aug 84 | | 1 Dec 84 | 25 Aug 84 | 12 Jan 84 | 25 Aug 84 | 3 Aug 84 | | 25 Aug 84 | 12 Jan 84 | | 13 Apr 82 | 3 Mar 82 | 19 Dec 80 | Date | Priority |
| č | | Ç | | Ĕ | Ę | ç | Ę | ç | Ę | | Ě | Ę | Ç | | |
| 2183327A | | 2167853A | | 2152549A | 2167177A | 2162632A | 2164141A | 2163462A | GB2152969A | 2130269A | 2119918A | 2115920A | 2089968A | No. | Published |
| 3 Jun 87 | | 4 June 86 | | 7 Aug | 21 May 86 | 5 Feb 86 | 12 Mar 86 | 26 Feb 86 | 14 Aug 85 | 31 May 84 | 23 Nov 83 | 14 Sep 83 | 30 Jun 82 | Date | pod |
| 21833278 | Des Reg | 2167853A | 21762778 | 2152549 | 2167177В | 2162632 | 21641418 | 21634638 | 21529698 | 21302698 | 21199188 | 21159208 | 20899688 | No. | Pa |
| 2 Mar 88 | 26 Sep 86 | 28 June 89 | 18 Jan 89 | 24 June 87 | 2 Mar 88 | 9 Nov | 11 Jan 89 | 16 Mar 88 | 12 Aug 87 | 24 Sept 86 | 13 Nov 85 | 4 Mar 87 | 28 Mar 84 | Date | Patent |
| GL1B3915 | GL1B0232 | GLIB3034 | GLIB2917 | GLIB2340/ LJB2 | GLIB2682 | GLIB2661 | GLIB2527 | GLIB2528 | GLIG2341 | 0482 | 0382/0565 | 0282 | 0181 | X. | EP & C |

GLIDEVALE PATENT APPLICATIONS

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|---|----------|----------------|--------------------|--------------------------------|-----------------|------------|-------------------------|----------------|---------------------|----------------|------------------------------------|----------------|---|--------------------|--|------|-------------|
| | | | | 604E | | | | | | | | | | | Divisional | | GV No. |
| | | 3-up Tile Vent | In-Line Tile Vents | Joint Expansion Piece | New Cavity Tray | осув | New Maxi V one piece | New Ultra Vent | Int Flap Controller | Overframe Vent | Mone Vent | Roof Tile Vent | Cavity Tray | Cavity Tray | Abutment Ventilator | | GV Name |
| | | JA Stylo | Germany | 1 piece for corners & straight | | | | | Frame Vent | | Vent & method of venting structure | Roof Vent Tile | Cavity Tray | Cavity Tray | Vent Roofspace of Exto Building | | Description |
| | | 9500802.5 | | 9214580.4 | 9200743.4 | 9026171.0 | 9018478.9 | 9004215.1 | 8911541.4 | 89305117.7 | 8810278.5 | 8725974 | 87303310.4 | 8708978 | 8706528 | No. | Application |
| | | 17 Jan 94 | 4 Jun 93 | 9 Jul 92 | 14 Jan 92 | 1 Dec 90 | 23 Aug 90 | 24 Feb 90 | 19 May 89 | 19 May 89 | 29 Apr 88 | 5 Nov 87 | 15 Apr 87 | 14 Apr 87 | 19 Mar 87 | Date | tion |
| | | | | | | 8927303.1 | | | 8911848 | FR, NI, | | | Germany - Po | 8609172 8609174 | 8501428 | No. | |
| | | | | | | 2 Dec 89 | | | | DE, GB | Aug 87 | | Germany - P37 70 86 003 GB & WG only | 15 Apr 86 | 20 Jan 84 | Date | Priority |
| | | Ş | DE. | č× | Ç | UK. | ç | Ş | Ş | EEC. | | Ç | EEC | č | č | | |
| | | 2297154 | | 2268760A | 2263288 | 2236398 | 2235761A | 2241572 | 2220473A | 0343011 A3 | 2204339A | 2199860 | 0243079 A1 | 2189275A | 2189024A | No. | Published |
| | | 24 Jul 96 | | 19 Jan 94 | 21 Jul 93 | 26 June 91 | 13 Mar 91 | 4 Sep 91 | 10 Jan 90 | 23 Nov 89 | 9 Nov 88 | 20 Jul 88 | 28 Oct 87 | 21 Oct 87 | 14 Oct 87 | Date | had |
| | | | G9308401.3 | 22687608 | 22632888 | 22393098 | 22357618 | 2241572C | 22204738 | | 22043398 | 21998608 | 0243079 B1 | 21892758 | 21890248 | No. | Patent |
| | | | | 1 Nov 95 | 22 Nov 95 | 2 Feb 94 | Mar 31 | 6 Apr 94 | 26 Aug 92 | | 19 Jun 91 | 17 Jul 91 | 19 Jun 91 | 15 Aug 90 | 25 May 88 | Date | 14 |
| | | PITATION | P11678DE | P10769G B | P10136GB | P08821GB ; | P08515GB | P07863GB | 656568 | | n, in dead | GLIG4775 | GLIG4257 | GLIG425 5 | ************************************** | R•1 | EP & C |

TRADEMARKS - GLIDEVALE

| | | | | · | | Glidevale Tricklevent | Glidevale Diamond | Glidevale | Trademark |
|--|--|---|--|---|--|-----------------------|-------------------|-----------|-------------------------|
| | | | | | | 1361994 | 1364315 | 1192816 | Application |
| | | • | | | | 29 Oct 88 | 21 Nov 88 | 24 Mar 83 | Application No and Date |
| | | | | | | < | × | ~ | Registered |
| | | | | | | 11 | 19 | 11 | Class |

This document is executed as a Deed and is delivered on the date stated at the beginning of this document.

| EXECUTED AND DELIVERED as a DEED by GLIDEVALE BUILDING AND PRODUCTS LTD acting by and |))))) |
|---|-----------------------|
| | DIRECTOR esses |
| | DIRECTOR/SECRETARY 44 |
| | |
| EXECUTED AND DELIVERED as a DEED by COBCO (205) LIMITED acting by and |))) |
| | DIRECTOR esses |
| | DIRECTOR/SECRETARY |