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DATED 26 February 1997

- (1) WILLAN BUILDING SERVICES LIMITED
- (2) COBCO (205) LIMITED (to be known as BUILDING
PRODUCTS DESIGN LIMITED)

**DEED OF ASSIGNMENT OF
PATENTS, TRADE MARKS, REGISTERED DESIGNS AND
OTHER INTELLECTUAL PROPERTY RIGHTS**

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



THIS DEED OF ASSIGNMENT is made the 26 day of February 1997

BETWEEN

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

- 2.6 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. 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.

METROBUILD PROPERTY RIGHTS

Design Registrations

- Pyramid Rooflight
First Renewal: 22.11.1996 - No: 2019109
- Domed Rooflight
First Renewal: 22.11.1996 - No: 2019110

[illegible]

METROBUILD PROPERTY RIGHTS*Patents*

- | | | | | |
|---|-------------------------------------|---|----------|-------------------------|
| ■ | Roofing Structure (Barrel Vaulting) | - | No: | 2104124B |
| | Priority Date: 7.8.1981 | | Expires: | 7.8.2001 |
| ■ | Rooflight | - | No: | 9402449.4 (application) |
| | Application Date: 9.2.1994 | | Expires: | June 2016 |

TRADEMARKS - WILLAN

[illegible]

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

DIRECTOR/SECRETARY

EXECUTED AND DELIVERED as a)
DEED by COBCO (205) LIMITED)
acting by)
and)

DIRECTOR

DIRECTOR/SECRETARY

DATED 26th February 1997

RECEIVED
26 FEB 1997
11:30 AM

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

**DEED OF ASSIGNMENT OF
PATENTS, TRADE MARKS, REGISTERED DESIGNS AND
OTHER INTELLECTUAL PROPERTY RIGHTS**

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 May 1997

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

THIS DEED OF ASSIGNMENT is made the 26th day of Feb. 1997

BETWEEN

- (1) GLIDEVALE BUILDING & PRODUCTS LIMITED whose registered office is at
Plymouth Avenue, Brookhill Industrial Estate, Pinxton, Nottingham, NG16 6NS
("Glidevale") and
- (2) COBCO (205) LIMITED (to be known as BUILDING PRODUCTS DESIGN LIMITED)
whose registered office is at Ship Canal House, King Street, Manchester M2 4WB
("Building")

BACKGROUND

- (1) Glidevale is the owner of the Patents, the Trade Marks, the Designs and other copyright and intellectual property rights in the Defined Area.
- (2) Glidevale 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) Glidevale 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 :-

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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 Glidevale, Glidevale 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 Glidevale.
- 2.4 The full rights in the Designs together with all Glidevale's rights and interests in respect of such rights.
- 2.5 All Intellectual Property Rights owned by Glidevale 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.

- 2.6 All Intellectual Property Rights which will be created by Glidevale 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 Glidevale for the full term during which such rights and any renewals or extensions shall subsist.

3. Further assurance

Glidevale 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. 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

GV No.	GV Name	Description	Application		Priority		Published		Patent		EP & C Ref	
			No.	Date	No.	Date	No.	Date	No.	Date		
	Sid Panels	Vent for use in Roofspace Vent Systems	8138083	17 Dec 81	8040685	19 Dec 80	UK	2089968A	30 Jun 82	2089968B	28 Mar 84	0181
	Continuous Ventilator	Roofspace Ventilator	8230391	25 Oct 82	8206149	3 Mar 82	UK	2115920A	14 Sep 83	2115920B	4 Mar 87	0282
	Sid Panels & Flyscreen	Roofspace Ventilator	8230389	25 Oct 82	8210650	13 Apr 82	UK	2119918A	23 Nov 83	2119918B	13 Nov 85	0382/0565
RV645 RV655	Eaves Closure Vent	Roofspace Ventilator	8232477	13 Nov 82				2130269A	31 May 84	2130269B	24 Sept 86	0482
FV100	Fascia Ventilator	Fascia Ventilator	8500628	10 Jan 85	8400758	12 Jan 84	UK	GB2152969A	14 Aug 85	2152969B	12 Aug 87	GLIG2341
FV200	Flat Roof Vent Flat Roof	Ventilator for Flat Roof Structure	8513209	24 May 85	8421657	25 Aug 84	UK	2163462A	26 Feb 86	2163463B	16 Mar 88	GLIB2526
FV200	Flat Roof Vent Abutment	Vent Roof Structure for External Building	8515835	21 June 85			UK	2164141A	12 Mar 86	2164141B	11 Jan 89	GLIB2527
SV120	Spring Wing Vent	Vent through ap in panel	8519102	29 Jul 85	8419885	3 Aug 84	UK	2162632A	5 Feb 86	2162632	9 Nov	GLIB2681
	Maxi Sleeve & Extn Piece	Wall Vent & Cav Wall Vent System	8521188	23 Aug 85	1021731	25 Aug 84	UK	2167177A	21 May 86	2167177B	2 Mar 88	GLIB2682
FV200	Flat Roof Vent	Vent for use in Roof Struct	8500632	10 Jan 85	8400758	12 Jan 84	UK	2152549A	7 Aug	2152549	24 June 87	GLIB2340/LJB2
	Vent Sleeve	Ventilation Duct	8521189	23 Aug 85	8421656	25 Aug 84				2176277B	18 Jan 89	GLIB2917
MV650	Micro Vent	Wall Vent	8527986	13 Nov 85	8430408	1 Dec 84	UK	2167853A	4 June 86	2167853A	28 June 89	GLIB3034
	Twist & Lock	Twist & Lock	1033145	1 Apr 86						Des Reg	26 Sep 86	GLIB0232
	Vent System Maxi Vent etc	Wall Vent & Cavity Wall Vent System	8624677	15 Oct 86	Parent App 8521188	15 Aug 84	UK	2183327A	3 Jun 87	2183327B	2 Mar 88	GLIB3915

GLIDEVALE PATENT APPLICATIONS


GV No.	GV Name	Description	Application		Priority		Published		Patent		EP & C Ref	
			No.	Date	No.	Date	No.	Date	No.	Date		
Divisional	Abutment Ventilator	Vent Rooftop of Extn Building	8706528	19 Mar 87	8501428	20 Jan 84	UK	2189024A	14 Oct 87	2189024B	25 May 88	
	Cavity Tray	Cavity Tray	8708978	14 Apr 87	8609172 8609174	15 Apr 86	UK	2189275A	21 Oct 87	2189275B	15 Aug 90	GLIG4255
	Cavity Tray	Cavity Tray	87303310.4	15 Apr 87	Germany - P37 70 86 003 GB & WG only		EEC	0243079 A1	28 Oct 87	0243079 B1	19 Jun 91	GLIG4257
	Roof Tile Vent	Roof Vent Tile	8725974	5 Nov 87			UK	2199860	20 Jul 88	2199860B	17 Jul 91	GLIG4775
	Mono Vent	Vent & method of venting structure	8810278.5	29 Apr 88		Aug 87		2204339A	9 Nov 88	2204339B	19 Jun 91	
	Overframe Vent		89305117.7	19 May 89	FR, NL, DE, GB		EEC	0343011 A3	23 Nov 89			
	Int Flap Controller	Frame Vent	8911541.4	19 May 89	8911848		UK	2220473A	10 Jan 90	2220473B	26 Aug 92	656588
	New Ultra Vent		9004215.1	24 Feb 90			UK	2241572	4 Sep 91	2241572C	6 Apr 94	P07863GB
	New Maxi V one piece		9018478.9	23 Aug 90			UK	2235761A	13 Mar 91	2235761B	Mar 31	P08515GB
	OGVB		9026171.0	1 Dec 90	8927303.1	2 Dec 89	UK	2238398	26 June 91	2239309B	2 Feb 94	P08821GB
	New Cavity Tray		9200743.4	14 Jan 92			UK	2263288	21 Jul 93	2263288B	22 Nov 95	P10136GB
604E	Joint Expansion Piece	1 piece for corners & straight	9214580.4	9 Jul 92			UK	2268760A	19 Jan 94	2268760B	1 Nov 95	P10769GB
	In-Line Tile Vents	Germany		4 Jun 93			DE			G9308401.3		P11678DE
	3-up Tile Vent	JA Style	9500802.5	17 Jan 94			UK	2297154	24 Jul 96			P13411GB

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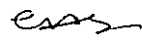
This document is executed as a Deed and is delivered on the date stated at the beginning of this document.

EXECUTED AND DELIVERED as a)
DEED by GLIDEVALE BUILDING AND)
PRODUCTS LTD)
acting by)
and)

DIRECTOR 

DIRECTOR/SECRETARY 

EXECUTED AND DELIVERED as a)
DEED by COBCO (205) LIMITED)
acting by)
and)

DIRECTOR 

DIRECTOR/SECRETARY 