

**Allen & Overy LLP**

**PATENT AND KNOW HOW ASSIGNMENT  
AGREEMENT**

**ROLFLEX EXPLOITATIE B.V. AND  
ROLFLEX NEDERLAND B.V.**

and

\_\_\_\_\_

Dated \_\_\_\_\_ 2006

THIS ASSIGNMENT OF PATENTS is dated \_\_\_\_\_ 2006

**BETWEEN:**

- (1) ROLFLEX EXPLOITATIE B.V. and its subsidiary ROLFLEX NEDERLAND B.V. (Chamber of Commerce registration nr 09045771), whose registered office and principal place of business is at (Nijverheidsweg 23, 7081 AE) Ulft, The Netherlands (**Assignor**); and
- (2) \_\_\_\_\_ (registered number \_\_\_\_\_ )  
whose registered office/principal place of business is at \_\_\_\_\_  
\_\_\_\_\_  
(**Assignee**).

(Assignor and Assignee will hereinafter together be referred to as the **Parties**)

**BACKGROUND**

- (A) The Assignor is the owner of the so-called 'Lifting Folding Door' patents in the United States and Canada listed in the Schedule to this Agreement (the **Patents**).
- (B) The Assignor possesses know-how, technology and proprietary information relating to the Patents needed to manufacture the Lifting Folding Door (the **Product**).
- (C) The Assignor has agreed to assign the Patents to the Assignee on the terms of this Agreement.
- (D) The Assignee desires to obtain an assignment of the Patents and to receive the aforementioned know-how, technology and proprietary information from the Assignor.

**IT IS AGREED:**

1. **Assignment**

- 1.1 In consideration of payment by the Assignee to the Assignor of the sum of \$ \_\_\_\_\_ (written: \_\_\_\_\_ USD) to be sent by overnight courier next day delivery service upon receipt by Assignee of a fax of this Agreement countersigned by Rolflex, from Rolflex, in order for Assignor to receive the payment at latest within 24 hours after signing of this Agreement. The Assignor hereby assigns to the Assignee with all rights, title and interest in the Patents and Know How (as defined under clause 3), for exclusive use inside and outside North America (being the USA and Canada). The Assignee is not allowed to use and/or sell the Know How or Product in Europe and Japan.
- 1.2 The assignment under this Agreement includes all rights and benefits relating to the Patents including, (without limitation), the right of the Assignee to bring action and claim relief in respect of any infringement or unauthorised use of the Patents whether occurring before, on, or after the date of this Agreement.
- 1.3 The Assignor agrees, at the request and expense of the Assignee, to sign any documents and to do all other things which may be necessary to give effect to the assignment under this Agreement as soon as reasonably practicable including, in the case of the U.S. patent, enabling the Assignee to record it's assignment in the records of the U.S. Patent and Trademark Office, and, in the case of the Canadian patent, to enable the Assignee to fulfil all relevant requirements for the assignment of the Canadian patent.

## 2. **Legal Assistance**

The Assignor agrees, at the request and expense of the Assignee, to provide all reasonable assistance to the Assignee in connection with bringing or defending any proceedings in relation to the Patents.

## 3. **Know-How**

The Assignor shall provide the Assignee with a copy of all know-how, technology and proprietary information, which includes but is not limited to all records, data, files and other information (in any medium), which are in its possession, power or control (or those of its professional advisers and agents) and which relate to the Patents (e.g. product improvements, drawings, test results, identification of vendors for components, cost information, manufacturing methods and techniques) (**Know-How**) as soon as reasonably possible after the date of this assignment and in no event later than 3 months after the date of this assignment.

## 4. **Future Improvements**

4.1 Future improvements, technology or proprietary information relating to the Patents and Know How (**Future Improvements**) will be exchanged between the Assignor and the Assignee periodically, twice a year. Assignee and Assignor shall be authorised to use, exploit and improve any such Future Improvements exchanged pursuant to this clause 4.

4.2 Future Improvements exclude future developments that can be (but necessarily have to be) registered as a patent independently (**Future Developments**).

## 5. **Confidentiality**

5.1 Save as otherwise provided under this Agreement, the Parties shall keep all Know-How and any other information disclosed by the Assignor pursuant to this Agreement - including but not limited to information regarding the contents of this Agreement, clients, marketing and promotion, and market shares - confidential and shall impose the same obligation to its personnel, distributors. The Assignee shall not disclose the information to any third parties without the previous written approval of the Assignor. The Assignor may not withhold its approval once the Assignee has proven by handing over written evidence that the information:

- (a) was already lawfully known to and obtained by the Assignee free of any confidentiality obligations prior to the disclosure by the Assignor;
- (b) must necessarily be disclosed for the commercialisation of the Product in compliance with this Agreement;
- (c) has already entered into the public domain otherwise than by default of the Assignee;
- (d) is lawfully disclosed to the Assignee by a third party without the obligation to keep the same confidential; or
- (e) is required to be disclosed by law or regulation or by order of any judicial or other competent governmental authority.

5.2 This Article 5 shall survive termination of the Agreement.

## 6. **Combined Purchasing**

Parties agree to cooperate in the purchase of materials relating to the Product. This includes the pooling of requirements to meet quantity discounts. It is also agreed that parts manufactured by the Parties will be sold to each other at then current costs plus a handling fee of twenty (20) percent and actual transfer cost.

## 7. **Consultation Services**

7.1 Assignor agrees to provide Assignee in support of the Patent and Know How transfer with consultation services of 320 working hours, at Assignee's request, to be rendered by Assignor and pertaining to the Product, over a two (2) year period commencing at the date of execution of this Agreement. Consultation services provided by Assignor shall be provided by Mr. J.H. Megens, unless the parties agree otherwise.

7.2 Assignee shall pay Assignor a consultation fee of \$ 275.00 USD per hour for all hours made exceeding the fixed 320 hours included in this Agreement.

7.3 The consultation services described under 7.1 and 7.2 in total include up to three (3) trips by Mr. J.H. Megens to Assignee's facility, for review and consultation concerning Assignee's use of the Product's technology. If Assignee requests more than three (3) trips by Mr. J.H. Megens to Assignee's facility, such additional trips shall be at Assignee's expense.

## 8. **First Refusal**

8.1 Separate and apart from the obligations of the Parties under Clause 4, each Party hereby grants to the other Party a right of first refusal regarding Future Developments, whether patentable or not, conceived or known by the developer, its agents, employees or representatives, and pertaining to the Product. Each Party agrees to disclose to the other Party any such Future Developments as soon as practicable after such a development becomes known to the developer, and in any event within sixty (60) days thereof. The other Party shall then have a sixty (60) day period to evaluate the Future Development disclosed. Within such sixty (60) day period, Assignee and Assignor agree not to disclose the Future Development to any third party. If a Party desires to pursue the Future Development disclosed by the other Party, the former will give the latter notice of acceptance in writing, and the parties shall then negotiate in good faith in an effort to reach a mutually satisfactory licensing and/or sales agreement within ninety (90) days from the date of the acceptance.

8.2 If a Future Development is patented by the developer, or the other Party with the developer's approval, such patent applicant will grant the other Party a royalty free, exclusive license, which will be worldwide. If Assignor is the patent applicant Assignee's license will exclude Europe and Japan. If Assignee is the patent applicant, the license will exclude North America (being the USA and Canada).

## 9. **Maintenance**

Upon execution of the assignment of the Patents under this Agreement to Assignee, Assignee shall thereafter assume full responsibility for enforcement and maintenance of the Patents, including payment of all renewal fees for the registration of the Patents falling due during the period of this Agreement.

## 10. **Assignability**

The Assignee shall not assign, transfer, create security over or otherwise en-cumber or part with any of the Patents or obligations under this Agreement without the prior written consent of the Assignor, which consent shall not unreasonably be withheld.

## 11. **Warranties**

11.1 The Assignor provides the Patents and any Know How "as is, where is" and does not warrant that the Patents are capable of commercial exploitation.

11.2 The Assignor will not be held liable by the Assignee for any direct or indirect damage of the Assignee, or any third party, resulting from the use of the Patents, Know How and any Future Improvements or Future Developments whether or not related to the design of the Product or from making, using or commercialising the Product or services relating thereto in the broadest sense.

11.3 The Assignee will indemnify and hold harmless ("*vrijwaren*") the Assignor against any third party claim, action, demand, cost or liability that may arise as a result of the use of the Patents, Know How, Future Improvement or Future Development relating to the Product by the Assignee.

11.4 The Assignee shall be solely responsible for the compliance of products and services relating to the Product and the Patents, with any applicable laws and regulations, except to the extent prohibited by mandatory law that cannot be contracted out of.

11.5 Except to the extent prohibited by law, the Assignor excludes all liability to the Assignee for any losses or damages, direct or indirect, whether arising from negligence, breach of contract, tort or otherwise.

11.6 The Assignor represents and warrants to the Assignee that:

- (a) It is the registered proprietor and beneficial owner of the Patents and Know How, free of all liens, charges, options, licences and encumbrances;
- (b) So far as the Assignor is aware, the working of the inventions described in the Patents will not infringe any patent or any other right whether owned by the Assignor or by any other person;

## 12. **Government Authorisations**

Assignee shall, at its own expense, be solely responsible for complying with all import and export formalities and licenses and other government authorisations and requirements under the applicable laws which would be required in relation to the Product. The Assignee is also responsible for obtaining and complying with any necessary information to the customer or end user.

## 13. **Commercialisation**

The Assignor shall not be responsible for financing the commercialisation, promotion, marketing or servicing of the Product (to be) made available by the Assignee.

14. **Notices**

14.1 Any notices or other document under this Agreement, or in connection therewith, shall be given, delivered or mailed to the relevant Party as follows:

To the Assignor at:

Rolflex Nederland B.V.  
Att.: Mr. Johannes H. Megens (CEO)  
Nijverheidsweg 23  
7081 AE Gendringen Ulf  
The Netherlands  
Fax: +31315695950

To the Assignee at:

\_\_\_\_\_

Att. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

14.2 All notices, request, demands and other communications given or made in accordance with the terms of this Agreement shall be in writing and shall be sent by registered mail and shall be deemed to have been given at the time when it would have been received in due course of the mail service used.

14.3 In the event that any Party hereto changes its address its (statutory or business) name, registered place of business or liability form, notice shall be given to the other Party within thirty (30) days after such change.

14.4 The Parties agree that the provision of this clause shall not apply to the service of any writ, summons, order, judgment or other document relating to or in connection with any legal proceedings.

15. **Termination**

15.1 This Agreement shall commence on the date it is signed by the Parties hereto and shall remain in force until the expiry of the Patents by any means.

15.2 If a Party is in material breach of this Agreement and, if the breach is curable, has not cured that breach within thirty (30) days after a written notice specifying the breach of the other Party and requiring it to cure that breach, the other Party may terminate the execution of its remaining duties under this Agreement.

## 16. **Amendments**

Any amendment of this Agreement shall not be binding upon the Parties unless set out in writing, expressed to amend this Agreement and signed by authorised representatives of each Party.

## 17. **Validity**

17.1 The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any of the remaining provisions of this Agreement.

17.2 Assignee shall not attack the validity and scope of protection of the Patents in or out of court.

## 18. **English**

All communication between the Parties and all information provided to the Assignee by the Assignor shall be in English.

## 19. **Governing Law**

This Agreement is governed by Dutch law. The Parties agree that the Dutch courts are to have jurisdiction to settle any disputes which may arise in connection with this Agreement and that any proceedings arising in connection with this Agreement may be brought to the competent court in Zutphen, the Netherlands, and their appellate courts.

## PATENTS SCHEDULE

<b>PATENT TITLE</b>	<b>DATE OF GRANT</b>	<b>OWNER</b>	<b>NUMBER</b>
LIFTING FOLDING DOOR	13 April 1999	ROLFLEX NEDERLAND B.V.	US5,893,403 A
LIFTING FOLDING DOOR	31 July 2001	ROLFLEX NEDERLAND B.V.	CA2,200,694 C



This Agreement has been signed on behalf of the Parties by their duly authorised representatives on the date which appears first on page 1.

This Agreement shall be executed in duplicate, both Assignor and Assignee having a signed copy which shall be deemed an original.

**For Assignor:**

Company: ROLFLEX EXPLOITATIE B.V.

Title: Director

Signed by: Mr. Johannes H. Megens (proxy holder)

For: ROLFEX NEDERLAND B.V.

**For Assignee:**

Company: \_\_\_\_\_

Title: \_\_\_\_\_

Signed by: \_\_\_\_\_