

DEED OF SALE OF IMMATERIAL PROPERTY RIGHTS

EINGEGANGEN
11. Okt. 2006
Erl.....

THIS DEED OF SALE is made the 27th day of September 2006,

BETWEEN

Azuma Limited, a company registered in the Republic of Malta under registration number C 23259, with a registered office situate at 136 St. Christopher Street, Valletta VLT 05, Malta, represented hereon by Mr. John A. Psaila, holder of identity card number 367081 (M), born in Oxford, United Kingdom, and residing in Sliema, Malta, duly authorised (hereinafter called "the Vendor" which expression where the context so requires shall include his/her executors administrator and assigns) of the one part

AND

KlemProducts® Gesellschaft für Ausstellungstechnik mbH, a company registered in Germany under registration number HRB 92061 with a registered office situate at Talangerstrasse 3a, D-82152 Krailling/München, Germany, represented hereon by Mr. Hans Geist, holder of German passport number 8280 198400, born in Neustadt-Glewe and residing in Taufkirchen, duly authorised, (hereinafter called "the Purchaser" which expression where the context so requires shall include his/their respective executors administrators and assigns/successors and assigns) of the other part.

WHEREAS:

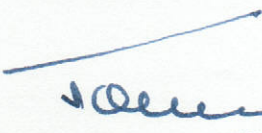
- (A) The Vendor is the owner of immaterial property rights as listed in the appendix to this agreement.
- (B) The Purchaser has agreed to acquire the immaterial property rights from the Vendor for the consideration and upon the terms and conditions hereinafter appearing.

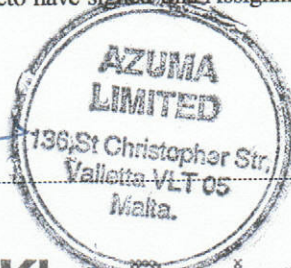
NOW IT IS HEREBY AGREED as follows.

1. In pursuance of the said agreement and in consideration of the sum of €34,000 (Euro thirty-four thousand) payable as follows:
 - €14,000 (Euro fourteen thousand) on signature of this agreement;
 - €10,000 (Euro ten thousand) after that all rights have been transferred to Purchaser and confirmation has been obtained that there are no outstanding fees for 2006; and
 - €10,000 (Euro ten thousand) by not later than 1st December 2006.
2. The Vendor hereby warrants to the Purchaser that:
 - (a) The Vendor is the beneficial owner of the immaterial property, has the exclusive right to sell the said immaterial property and has not granted any right title or interest in respect of the immaterial property to any other person firm or company;
 - (b) The immaterial property is free from all encumbrances and Azuma Limited is the sole owner of such property;
 - (c) All maintenance fees in respect of the immaterial property have been paid. Any fees relating to 2006 and prior years not paid and which are now due will be deducted from the purchase consideration referred to above.
 - (d) All licensed products are protected according to the enclosed New List of Patents and Trademarks.

3. All fees incurred in the preparation of this agreement and the cost of transferring the immaterial rights to KlemProducts® to be registered in the respective Patent Office/s are to be borne by purchaser.
4. This agreement is subject to the laws of Malta. Any dispute arising (especially dispute regarding the validity and interpretation) will be settled before a competent court of Malta.

AS WITNESS whereof the parties hereto have signed this Assignment as a deed the day and year first above written.


.....
John A. Psaila,
Director
Azuma Limited (Vendor)



KlemProducts®


.....
Hans Geist
Director
KlemProducts® Gesellschaft für Ausstellungstechnik mbH
(Purchaser)

Gesellschaft für Ausstellungstechnik mbH
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List of Patents and Trade Marks of Azuma Ltd.

Country	Type	No	Product	Due Date	Expiration
(1) Germany	PAT P	3870936.8 - 08	KlemLite°	31 March	20 March 2008
(2) UK	PAT EP	0281914	KlemLite°	02 March	20 March 2008
(3) USA	PAT	480 2074	KlemLite°	paid	24 February 2008
(4) USA	PAT	6,357,895 B1	Cielo°/Imago°	19 09 2005	19 March 2020
(5) Germany	PAT	199 06 743 C2	Cielo°/Imago°	18. February	18. February 2018
(6) EU	PAT APP	102 736.6	Cielo° / Imago°	18. February	
(7) USA	TM	159 6239	KlemLite°	paid	15 May 2010
(8) EU	TM IR	516191	KlemLite°	paid	22 September 2007

TM Trade Mark renewable
 TM IR International Trade Mark renewable
 PAT Patent
 PAT APP Patent applied
 EP European Patent

Status per 18 September 2006