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101430753



PATENT

Re

IN THE UNITED STATES

10-26-2000

OFFICE

OPR/FINANCE
AUG 11 11 53 AM '00

Box Assignments
Commissioner of Patents and Trademarks
Washington, D.C. 20231



101497231

NOTE: "Documents and cover sheets to be recorded should be addressed to Assistant Commissioner for Patents, Box Assignments, Washington, D.C. 20231, unless they are filed together with new applications or with a petition under § 3.81(b)." 37 C.F.R. § 3.27.



ASSIGNMENT (DOCUMENT) COVER SHEET (37 C.F.R. § 3.31)

NOTE: "A cover sheet may not refer to both patents and trademarks." 37 C.F.R. § 3.31(b).

Attached please find an assignment (document) for recordal.

CERTIFICATION UNDER 37 C.F.R. §§ 1.8(a) and 1.10*
(When using Express Mail, the Express Mail label number is mandatory;
Express Mail certification is optional.)

I hereby certify that, on the date shown below, this correspondence is being:

MAILING

deposited with the United States Postal Service in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

37 C.F.R. § 1.8(a)

37 C.F.R. § 1.10*

with sufficient postage as first class mail.

as "Express Mail Post Office to Addressee"
Mailing Label No. EL386268877US
(mandatory)

TRANSMISSION

transmitted by facsimile to the Patent and Trademark Office

Geraldine Marti
Signature

Date: May 5, 2000

Geraldine Marti
(type or print name of person certifying)

*WARNING: Each paper or fee filed by "Express Mail" must have the number of the "Express Mail" mailing label placed thereon prior to mailing. 37 C.F.R. § 1.10(b).
"Since the filing of correspondence under § 1.10 without the Express Mail mailing label thereon is an oversight that can be avoided by the exercise of reasonable care, requests for waiver of this requirement will not be granted on petition." Notice of Oct. 24, 1996, 60 Fed. Reg. 56,439, at 56,442.

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01 FC:581 40.00 OP

(Assignment (Document) Cover Sheet—page 1 of 6) 16-6

**IDENTIFICATION OF APPLICATION(S) AND/OR PATENT(S)
FOR ASSIGNMENT (DOCUMENT) RECORDAL
(37 C.F.R. § 3.21 and 37 C.F.R. § 3.31(a)(4))**

NOTE: See 37 C.F.R. §3.21.

NOTE: § 3.21 does not apply to documents other than assignment. Notice of June 24, 1992 (1140 O.G. 63-72 at 67).

1. This assignment is for the following patent application or issued patent:

NOTE: Do NOT enter both application AND patent number.

National application: SN: _____ filed on _____
Provisional application: _____ filed on _____
International application: PCT _____
Patent No: 4,750,734 Issued: June 14, 1988
(complete if applicable) which was previously assigned and recorded

Date _____ Reel _____
Frame _____

NOTE: If an assignment of a patent application filed under § 1.53(b) is executed concurrently with, or subsequent to, the execution of the patent application, but before the patent application is filed, it must identify the patent application by its date of execution, name of each inventor, and title of the invention so that there can be no mistake as to the patent application intended. If an assignment of a provisional application under § 1.53(c) is executed before the provisional application is filed, it must identify the provisional application by name of each inventor and title of the invention so that there can be no mistake as to the provisional application intended. 37 C.F.R. § 3.21.

(also complete the following, if applicable)

[] and also for the applications and/or patents
shown on the attached list of FURTHER
APPLICATION(S) and/or PATENT(S) BEING ASSIGNED

Number of pages added _____

NOTE: "Where there is a listing of properties contained within a document, any listing may be copied and attached to the cover sheet to reduce the amount of typing necessary. A notation of this attachment can be made in lieu of entering every property identification number on the cover sheet." Notice of June 24, 1992 (1140 O.G. 63-72 at 67).

**TOTAL NUMBER OF APPLICATIONS AND/OR PATENTS
AND TOTAL FEE**

NOTE: All requests to record documents must be accompanied by the appropriate fee; a fee is required for each application or patent against which the document is recorded as identified in the cover sheet. The recording fee is set in § 1.21(h). 37 C.F.R. §3.41.

2. A. The total number of applications and/or patents identified in this cover sheet is 1

B. The total fee is (37 C.F.R. § 1.21(h)):

1 x \$40.00 = \$ 40.00
Total number of applications
and/or patents

C. Payment of fee is made by:

the attached check for \$ 40.00.

Please charge Account _____

the sum of \$ _____.

A duplicate of this cover sheet is attached.

Please charge Account 12-0425 for any fee deficiency or credit to account any overpayment.

NAME OF PARTY(IES) CONVEYING INTEREST

(37 C.F.R. § 3.31(a)(1))

NOTE "The term 'party' as used in this rule [§ 3.31] means the person whose name appears on the documents to be recorded, that person's attorney or registered agent, or a corporate officer where a corporation's name appears on the documents." Notice of June 24, 1992 (1140 O.G. 63-72, at 65); M.P.E.P. § 302.07, 6th ed.

3. The party(ies) conveying interest is (are):

Name 1: Martin J. Greenfield

Name 2:

Name 3:

NAME AND ADDRESS OF PARTY(IES) RECEIVING INTEREST

(37 C.F.R. § 3.31 (a)(2))

4. The rights are being conveyed to:

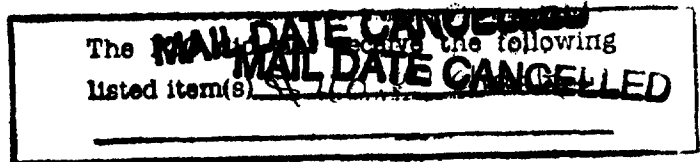
Name: Rosedale Research LTD

Address: 142 Battersea Park Road
London SW 11 4NB England

**DESCRIPTION OF INTEREST CONVEYED OR
TRANSACTION RECORDED (37 C.F.R. § 3.31 (a)(3))**

5. The accompanying document intends to accomplish:

- an assignment.
- a security agreement.
- a merger.
- a license.
- a change of name.
- a change of address.
- other:



**NAME AND ADDRESS OF PARTY TO WHOM
CORRESPONDENCE SHOULD BE MAILED (37 C.F.R. § 3.31 (a)(5))**

6. Please address correspondence to:

Name: Peter D. Galloway
Address: c/o Ladas & Parry
26 West 61st Street
New York, New York 10023
Telephone No.: (212) 708-

**DATE ASSIGNMENT (DOCUMENT) EXECUTED
(37 C.F.R. § 3.31(a)(7))**

7. A. The attached assignment (document) was executed on May 1, 1991.
Date

OR *If there is more than one conveying party who executed on different dates, indicate the date of execution of the assignment document for each conveying party.*

B. The attached assignment was executed by _____
Name
on _____ .
Date

The attached assignment was executed by _____
Name
on _____ .
Date

The attached assignment was executed by _____
Name
on _____ .
Date

The attached assignment was executed by _____
Name
on _____ .
Date

The attached assignment was executed by _____
Name
on _____ .
Date

LANGUAGE OF ASSIGNMENT (DOCUMENT) TO BE RECORDED

NOTE: "The Office will accept and record non-English language documents only if accompanied by an English translation signed by the individual making the translation," 37 C.F.R. § 3.26.

8. The attached document:

is in the English language.

is not in the English language and an English translation signed by the individual making the translation is attached.

ORIGINAL DOCUMENT OR TRUE COPY SUBMITTED

NOTE: See 37 C.F.R. § 3.24.

9. Submitted herewith is:

the original document.

a true copy of the original document, which I certify to be a true copy.

NOTE: "If the original [assignment] document is two-sided or the wrong size, the practitioner can comply with the requirement [set out in 37 C.F.R. § 3.24] by providing a true copy of the original document using only one side of each page on the correct size paper." Notice of June 24, 1992, 1140 O.G. 63-76, at 67.

NOTE: "Certification shall be made by the person submitting a copy of an original document that the document submitted is a true copy of the original. The certification is not required to be in an oath or declaration form." M.P.E.P., 6th ed., § 302.01.

ASSIGNMENT (DOCUMENT) TO RECORD CHANGE OF ADDRESS

(check item, if applicable)

10. Because the purpose of the attached documents is to record a change of address of the assignee, the particulars of the previously recorded assignments for each application and/or patent are shown.

ASSIGNMENT (DOCUMENT) TO RECORD CHANGE OF NAME

(check item, if applicable)

11. Because the purpose of the attached documents is to record a change of name of the assignee, the particulars of the previously recorded assignments for each application and/or patent are shown.

CHANGE OF PATENT MAINTENANCE FEE ADDRESS

(check item, if applicable)

12. A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent to the Office separately.

**STATEMENT (37 C.F.R. § 3.31(a)(9)) AND
SIGNATURE (37 C.F.R. § 3.31(a)(10))**

13. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

NOTE: "The term 'party' as used in this rule [§ 3.31] means the person whose name appears on the documents to be recorded, that person's attorney or registered agent, or a corporate officer where a corporation's name appears on the document." Notice of June 24, 1992, 1140 O.G. 63-76, at 65; M.P.E.P. § 302.07 6th ed.

Date: May 5, 2000

Name of party submitting document

Signature of party submitting document

(complete the following, if the party submitting the document is applicant's attorney)

P.D. Galloway, Esq. by E. Galloway 258858

SIGNATURE OF PRACTITIONER

Peter D. Galloway, 27885, (212) 708-1905
(type or print name of practitioner)

Reg. No.:

Tel. No.: ()

Customer No.:

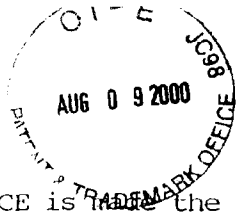
P.O. Address

c/o Ladas & Parry
26 West 61st Street
New York, N.Y. 10023

TOTAL NUMBER OF PAGES BEING SUBMITTED

14. The total number of pages being submitted, **including cover sheet attachment(s), and documents** are:

26
Total number of pages submitted



LICENCE

THIS LICENCE is made the 1st day of MAY 1991

BETWEEN:

- (1) MARTIN JOHN GREENFIELD of 62 Knowsley Road Battersea London SW11 5BL ("the Licensor") and
- (2) ROSEDALE RESEARCH LTD whose registered office is at 142 Battersea Park Road London SW11 4NB ("the Licensee")

IT IS AGREED as follows:

1. Grant

The Licensor grants to the Licensee an exclusive licence under the Patents and Patent Applications listed hereunder in respect of the Invention specified in the Agreement on the terms and conditions of the Agreement dated 29th April 1991 made between the Licensor and the Licensee

The Patents

Country	Application Number	Date
Canada	1274262	13 June 1986
U.S.A.	4750734	12 June 1986
Spain (utility model)	294838/9	18 June 1986

The Patent Applications

Country	Application Number	Date
Europe	86304294.1 (0206592)	5 June 1986
Japan	140413/86	18 June 1986

IN WITNESS WHEREOF, this deed has been executed the day and year first written above

EXECUTED as a deed by the Licensor)
 MARTIN JOHN GREENFIELD by his attorney)
 GARY THORPE-FAIRALL)

[Signature]

in the presence of: Noel Gorvett *[Signature]*

75 Osprey Heights
Battersea Park

EXECUTED as a deed by the Licensee acting by

Director

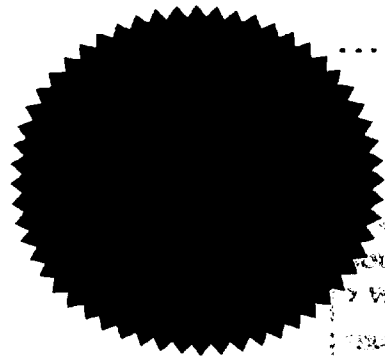
.....
P. W. [Signature]

Secretary

K Mc Clough
P.P. Mc Secretarial LTD
(Authorised Signatory)

certify this to be a true copy of the original licence produced to me at Wessend Kent UK on 15th March 1991.

[Signature]



NOTHWELL L.L.E.
 CHURCHILL NOTARY PUBLIC
 7 WEDDING ROAD
 WOODSEND, KENT, TN11 3DB

LICENCE AGREEMENT

THIS AGREEMENT is made the 29th day of April 1991

BETWEEN:

(1) MARTIN JOHN GREENFIELD of 62 Knowsley Road Battersea London SW11 5BL ("the Licensor") and

(2) ROSEDALE RESEARCH LIMITED whose registered office is at 142 Battersea Park Road London SW11 4NB ("the Licensee")

THIS DEED WITNESSES as follows:

1. DEFINITIONS

The following terms shall have the following meanings:

'Accounting Reference Date'	31st December in each year of the Term
'Commencement Date'	1st March 1991
'Default Notice'	the notice specified in clause 14.1
'Expiry Date'	31st December 2010
'Invention'	the invention which is the subject of the Patents and Patent Applications
'Licence'	a licence in the form set out in part 5 of the schedule

'Ex-Works Price' the ex-works price quoted by the Licensee to the customer to whom the supply is made

'Patent Applications' the patent applications listed in Part 1 of the schedule

'Patents' the patents listed in Part 2 of the schedule

'Products' the products and any spare parts for them making use of the Inventions specified in Part 3 of the schedule

'Royalties' the payment specified in clause 5

'Supply' any disposition of the Products whether under a contract of sale hire leasing or otherwise, including the supply by the Licensee to itself for its own use but excluding supply to itself for the purposes of supply to others

'Term' the period starting on the Commencement Date and ending on the Expiry Date unless earlier terminated as provided by clause 15

'Territories' the territories specified in Part 4 of the schedule

2. RECITALS

- 2.1 The Licensor is the registered proprietor and beneficial owner of the Patents and is entitled to the benefit of the Patent Applications subject to a claim by Stephen John Peterkin in the Chancery Division of the high Court of Justice no. CH 1988 No. 4580 relating to the Patent Application in the United Kingdom ("the Claim")
- 2.2 The Licensor has agreed to grant the Licensee a licence under the Patents and Patent Applications on the terms of this Agreement

3. GRANT

- 3.1 In consideration of the Licensee's payment of the Royalties, the Licensor grants or agrees to grant to the Licensee for the Term:
- 3.1.1 An exclusive licence to make use or Supply the products
within the Territories
and
 - 3.2.2 An exclusive licence to license others to make use or
sell lease or otherwise dispose of the Products subject
to the terms and conditions of this agreement
and
 - 3.3.3 An exclusive licence to use all copyrights and know-
how connected with the Invention
- 3.2 Within 28 days of this Agreement the Licensor shall execute the Licence
- 3.3 The Licensor shall at the request of the Licensee execute any further document which may be necessary to give effect to this Agreement in any of the Territories outside the United Kingdom

4. LICENSEE TO REGISTER LICENCE AND SUBLICENCES

The Licensee shall register the Licence and licences granted by the Licensee under it at the relevant Patent Office within 3 months from the date hereof

5. ROYALTIES

5.1 The Licensee shall pay to the Licensor within 30 days of the Accounting Reference Date of each full year of the Term Royalties at the rate of 5% (five per cent) of the Ex-Works Price on each Supply of the Products in the Territories by the Licensee during that full year

5.2 Every Supply of the Products under a contract of sale shall wherever practicable be invoiced within 30 days and shall be deemed to have been made on the date when invoiced

5.3 For every supply of the Products under a contract of hire or leasing by the Licensee the Licensee shall pay Royalties on the rentals payable by the hirer or lessee but the total Royalties payable in respect of such rentals shall not exceed the Royalties which would have been payable if a sale of the Products had been made at the Ex-Works Price of the Licensee for such Products current at the date of commencement of the hire contract or lease

5.4 In the event of the supply of any of the Products incorporated in any larger equipment or apparatus sold or otherwise disposed of by the Licensee at a price which is included in the price of the larger equipment or apparatus the Ex-Works Price for the purpose of calculating the Royalties due shall be that proportion of the Ex-Works Price of the larger equipment or apparatus at the time of such Supply which is fairly attributable to the Products comparing the manufacturing cost of the larger equipment or apparatus to that of the Products as a component of it

5.5 In the event of the Supply by the Licensee to a person firm or company

(whether or not a sublicensee under this Agreement) whose commercial policy is controlled by the Licensee or by any member of a group of companies of which the Licensee is a member and between any of which companies there shall at the time of such disposal subsist (whether directly or indirectly) the relationship of holding company or subsidiary (as defined in the Companies Act 1985 Section 736) the Royalties due and payable on such Supply shall be calculated on the Ex-Works Price of the Licensee for the Products current at the date of Supply

6. WARRANTY AS TO VALIDITY OF PATENTS AND INFRINGEMENT

The Licensor hereby warrants that the Patents are valid and covenants with the Licensee that if any part of them is declared invalid by a court of competent jurisdiction and such declaration is not reversed on appeal the Licensor shall pay forthwith the sum of 75% of the Royalties paid by the Licensee for the Territories or any part of the Territories in question to the Licensee and the Licensee shall be released from all its covenants contained in this Agreement in respect of the part declared invalid

7. LICENSOR'S WARRANTIES AND INDEMNITY

7.1 Subject to the Claim the Licensor warrants:

7.1.1 That he is the sole proprietor of the Patents and has full power to enter into this Agreement

7.1.2 That he has not granted any licences to use the Patents or the Invention within the Territories nor suffered the Patents to be the subject of any charge mortgage or other incumbrance

7.1.3 The Patents are in force and the Licensor has not and will not either by act or omission caused or permitted or cause or permit anything which may cause the Patents:

7.1.3.1 to lapse prematurely

7.1.3.2 to be the subject of a compulsory licence

7.2 The Licensor will keep the Licensee fully indemnified against all actions claims proceedings costs and damages (including any damages or compensation paid by the Licensee on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of the above warranties or out of any claim by a third party based on any facts which if substantiated would constitute such a breach

8. INVALIDITY OR REVOCATION OF PATENTS

8.1 Without prejudice to the generality of and subject to the provisions of clause 6 if the grant of patent applied for in the Patent Applications is refused or if the Patents or any of them are declared invalid or revoked by a court or tribunal of competent jurisdiction all Royalties payable in respect of the Patents or Patent Application, so refused or declared invalid or revoked shall cease to be payable as from the date of such refusal or judgment or decision and if the judgment or decision of the court or tribunal shall be reversed on appeal the Royalties shall as from the date of such reversal again become payable together with all Royalties which would have been payable but for the adverse judgment or decision

8.2 In the event that the judgement or decision above shall not be reversed upon appeal clause 7 shall apply and the Licensee shall have the right at its sole discretion to terminate the Agreement

9. INFRINGEMENT

9.1 The Licensee shall forthwith give notice in writing to the Licensor

of any infringement or threatened infringement of any of the Patents which shall at any time come to its knowledge

9.2 If infringement of any of the Patents occurs on such a scale as prejudicially to affect the business of the Licensee in any part of the Territories and the Licensor does not within one month after written notice from the Licensee of such prejudicial effect institute proceedings to prevent such infringement the Licensee may at his option forthwith by notice in writing to the Licensor:

9.2.1 institute such proceedings at his own expense in the name of the Licensor without being required to give to the Licensor any indemnity in respect of the costs of any such proceedings and shall be entitled to retain all damages if any recovered in such proceedings

9.2.2 cease paying royalties hereunder until proceedings have been brought and determined and the relevant patent declared valid or the main or basic or significant claims thereof not declared invalid

10. CHALLENGE TO VALIDITY OF PATENTS

The Licensee shall be at liberty at any time to challenge the validity of the Patents but without prejudice to the right of the Licensor to terminate this Agreement in respect of the Patents challenged in the event of such a challenge

11. LICENSOR'S OBLIGATIONS

The Licensor shall:

11.1 Supply of Information

11.1.1 inform the Licensee of all technical information concerning the Invention

11.1.2 supply the Licensee with any documents or drawings relevant to the invention

11.1.3 license the Licensee to use such documents drawings and technical information

11.1.4 supply the Licensee with all know-how and copyrighted material concerning the Invention

11.1.5 license the Licensee to use all know-how and copyrighted material concerning the invention

11.2 Improvements

If any improvement to the Invention is discovered and is within the scope of any claim of the Patent:

11.2.1 disclose to the Licensee full details of the improvement

11.2.2 grant to the Licensee an exclusive licence to make use of it on the same terms as are contained in this Agreement

12. LICENSEE'S OBLIGATIONS

The Licensee shall:

12.1 Quality

Ensure that all of the Products marketed by it and its sub-licensees are of good merchantable quality and comply with all laws and regulations in operation in the Territory in which the relevant Supply takes place

12.2 Marking

()

Mark or cause to be marked in a legible manner on some conspicuous part of each of the Products or if this is not possible owing to the nature of the Products on the packaging of the Products or on the accompanying material words indicating that patents have been applied for and giving the patent application number and on the relevant patent being granted the patent number

12.3 The Licensee shall use all reasonable endeavours to market the Products in those parts of the Territories in which the Licensor has obtained the Patents

13. DEFAULT NOTICE

13.1 Breach of Agreement

In the event of a breach by the Licensee of any of the provisions of this Agreement the Licensor may serve notice requiring the breach to be remedied within a period of 30 days from the date of the notice

13.2 Compulsory licences caused by the Licensee's conduct

13.2.1 If the Licensee is operating in any of the Territories in a manner which would give rise to a right of any other person to apply for and be granted a compulsory licence under any of the Patents in such Territory the Licensor shall have the right in addition to any other remedy it may possess to serve a Default Notice on the Licensee

13.2.2 Such Default Notice shall be deemed withdrawn if the Licensee shall within 60 days after the date of such Default Notice produce evidence satisfactory to the Licensor establishing that no such right to a compulsory licence has arisen or (if it has arisen) that the Licensee has taken such steps as may be necessary to nullify such right

14 TERMINATION

This Agreement shall terminate:

14.1 Time

On the Expiry Date

14.2 Insolvency

If the Licensee goes into liquidation either compulsory or voluntary (except for the purpose of reconstruction or amalgamation) or if a receiver administrative receiver or administrator is appointed in respect of the whole or any part of its assets or if the Licensee makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things or any similar occurrence under any jurisdiction affects the Licensee

14.3 For cause

On the failure to comply with the terms of any Default Notice

15. TERMINATION CONSEQUENCES

15.1 Procedure

On the expiry or other termination of this Agreement the Licensee undertakes:

15.1.1 to use all reasonable endeavours to dispose of all Products in hand as soon as practicable

15.1.2 to return to the Licensor all samples and publicity promotional and advertising material in the Licensees possession or

control relating exclusively to the Products

15.1.3 to sign such notification of cessation of use of the Patents as is reasonably required by the Licensor

15.1.4 to return to the Licensor all originals and copies in the Licensees possession or control of all documents and information in any form containing or covering in any way any part of the Patents

15.1.5 to cease carrying on the activities permitted by this Agreement

15.2 Existing rights

The termination of this Agreement shall be without prejudice to any rights which have already accrued to either of the parties under this Agreement

16. GENERAL

16.1 Conversion into sterling

16.1.1 Any Ex-Works Price not expressed in sterling shall be converted into sterling at the official rate of exchange in London at the close of business on the last day of the calendar month during which the Products were Supplied

16.1.2 Any Ex-Works Price expressed both in sterling and in another currency shall have Royalties therefrom determined according to the Ex-Works Price expressed in sterling for the Supply made

16.2 Receipt

The receipt of money by the Licensor shall not prevent the Licensor from questioning the correctness of any statement in

respect of any money

16.3 Force majeure

16.3.1 If either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not by way of limitation war national emergency flood earthquake strike or lockout (other than a strike or lockout induced by the party so incapacitated) the party unable to fulfill its obligations shall immediately give notice of this to the other party and shall do everything in its power to resume full performance

16.3.2 On such notice being given neither party shall be deemed to be in breach of its obligations under this Agreement

16.3.3 If and when the period of incapacity exceed 6 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing

16.4 Whole Agreement

This Agreement contains the whole agreement between the parties and supersedes any prior written or oral agreement between them in relation to its subject matter and the parties confirm that they have not entered into this Agreement on the basis of any representations that are not expressly incorporated into this Agreement

16.5 No modification

This Agreement may not be modified except by an instrument in writing signed by both of the parties or their duly authorised representatives

16.6 Headings

Headings contained in this Agreement are for reference purposes only and shall not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate

16.7 Joint and several

All agreements on the part of either of the parties which comprises more than one person or entity shall be joint and several

16.8 Proper law and jurisdiction

This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England and all parties agree to submit to the jurisdiction of the courts of England and Wales

16.9 Arbitration

Any difference between the parties concerning the interpretation or validity of this Agreement or the rights and liabilities of either of the parties shall in the first instance be referred to the arbitration of two persons (one to be nominated by each party) or their mutually agreed umpire in accordance with the provisions of the Arbitration Acts 1950 to 1979

16.10 Notices

16.10.1 Any notice consent or the like (in this clause referred to generally as 'notice') required or permitted to be given under this Agreement shall not be binding unless in writing and may be given personally or sent to the party to be notified by pre-paid first class post or by telex or by facsimile transmission at its address as set out above or as otherwise notified

in accordance with this clause

16.10.2 Notice given personally shall be deemed given at the time of delivery

16.10.3 Notice sent by post in accordance with this clause shall be deemed given at the commencement of business on the second business day following its posting

16.10.4 Notice sent by telex or facsimile transmission in accordance with this clause shall be deemed given at the time of its actual transmission

16.11 Assignment

This agreement shall enure to the benefit of and be binding upon the parties hereto and their successors in title or assigns as the case may be and upon the written request of the Licensee the Licensor shall enter into a novation agreement in connection with or in lieu of any proposed assignment by the Licensee

16.12 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement

16.13 Interpretation

16.13.1 Unless the context otherwise requires:

16.13.1.1 words and expressions that are defined in the Patents Act 1977 shall bear the same meanings in this Agreement

16.13.1.2 words importing the singular number shall include the plural and vice versa

16.13.1.3 words importing any particular gender shall include
all other genders

16.13.1.4 reference to persons shall include bodies of persons
whether corporate or incorporate

16.13.2 Any reference in this Agreement to any statute or statutory
provision shall be construed as referring to that statute
or statutory provision as the same may from time to time be
amended modified extended re-enacted or replaced (whether
before or after the date of this Agreement) and including
all subordinate legislation made under it from time to time

16.14 Survival of terms

The warranties and indemnity contained in this Agreement shall
survive the termination or expiry of this agreement

16.15 VAT

All sums payable to the Licensor under this Agreement are
exclusive of VAT which shall where applicable be paid in addition
at the rate in force at the due time for payment subject to
the Licensor either supplying a VAT invoice to the Licensee
or informing the Licensee of its VAT registration number

16.16 No agency or partnership

The parties are not partners or joint venturers nor is the
Licensee entitled to act as the Licensor's agent nor shall
the Licensor be liable in respect of any representation act
or omission of the Licensee of whatever nature

16.17 The Licensee shall be entitled at its own expense to access to
and the service of the Licensor Patent Agents or any other Patent
Agents of the Licensee's choosing and to renew or amend the Patents

or any of them or the Patent applications and to make patent applications in respect of the Products in any part of the Territories in respect of which there are no Patents or Patent applications and the cost of Patents and patent agents fees paid by the Licensee shall be deducted from any Royalties payable to the Licensor

IN WITNESS whereof the parties have executed this Agreement the day and year first written above

SCHEDULE

Part 1

The Patent Applications

<u>Country</u>	<u>Application Number</u>	<u>Date</u>
Europe	86304294.1 (0206592)	5 June 1986
Japan	140413/86	18 June 1986

Part 2

The Patents

<u>Country</u>	<u>Application Number</u>	<u>Date</u>
Canada	1274262	13 June 1986
USA	4750734	12 June 1986
Spain (utility model)	294838/9	18 June 1986

Part 3

The Products

All products and designs embodying or incorporating the Invention whether existing prior to its existence at the time of or subsequently developed during the Term

At the time of the Agreement the Products constitute the following:

"WEB" hand exerciser

Part 4

The Territories

The World

Part 5

The Licence

THIS LICENCE is made the _____ day of _____ 1991

BETWEEN:

- (1) MARTIN JOHN GREENFIELD of 62 Knowsley Road Battersea London SW11 5BL ("the Licensor") and
- (2) ROSEDALE RESEARCH LTD whose registered office is at 142 Battersea Park Road London SW11 4NB ("the Licensee")

IT IS AGREED as follows:

1. Grant

The Licensor grants to the Licensee an exclusive licence under the Patents and Patent Applications listed hereunder in respect of the Invention specified in the Agreement on the terms and conditions of the Agreement dated 199. made between the Licensor and the Licensee

The Patents

<u>Country</u>	<u>Application Number</u>	<u>Date</u>
Canada	1274262	13 June 1986
U.S.A.	4750734	12 June 1986
Spain (utility model)	294838/9	18 June 1986

The Patent Applications

<u>Country</u>	<u>Application Number</u>	<u>Date</u>
Europe	86304294.1 (0206592)	5 June 1986
Japan	140413/86	18 June 1986

IN WITNESS WHEREOF, this deed has been executed the day and year first written above

EXECUTED as a deed by the Licensor)
 MARTIN JOHN GREENFIELD by his attorney) *G. Fairall*
 GARY THORPE-FAIRALL)

in the presence of: *Noel Gorven*
(Signature) : *95 Osprey Heights*
Sattersea Park.

EXECUTED as a deed by the Licensee acting by

Director *P. Waterson*
 Secretary *R. M. Clarke*
P.A. M & Secretaries Ltd
(authorised signatory)

THIS POWER OF ATTORNEY is made on 18th April 1991.

I, MARTIN JOHN GREENFIELD of 62 Knowsley Road Battersea London SW11 5BL APPOINT GARY THORPE FAIRALL of 82 Osprey Heights The Falcons Falcon Road Battersea Park London SW11 2NP to be my lawful Attorney for me and in my name for the following purposes:-

1. To negotiate and enter into a worldwide exclusive Patent Licence Agreement and Licence with Rosedale Research Limited relating to my invention known as 'The Web' and for this purpose to execute and deliver any deed or document and to do anything that may be necessary to effect this purpose.
2. To sell transfer or otherwise dispose of all or part of my shareholding in Rosedale Research Limited and for this purpose to execute and deliver any deed or document and to do anything which is necessary to achieve this purpose.
3. To exercise and discharge all my rights duties and responsibilities as a director of Rosedale Research Limited including resigning or otherwise vacating my position as director and for this purpose to execute and deliver any deed or document and to do anything that may be necessary to achieve this purpose.

I undertake to ratify whatever my Attorney does under the authority or purported authority of this Power.

IN WITNESS whereof I have executed this Deed on the day written above.

SIGNED as a Deed by MARTIN JOHN GREENFIELD in the presence of:-

Martin John Greenfield

Martin John Greenfield

Gary Thorpe Fairall

62 KNOWSLEY RD, LONDON S.W.11 5BL

HAIRSTYLIST - P.E TEACHER