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☒ Assignment

☐ Security Agreement

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☐ Departmental File

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**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Name (line 1)  Yorkshire Process Plant Limited

Execution Date  
Month Day Year  
 08/06/99

Name (line 2)

**Second Party**

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1)  MFH Food Engineering Limited

☐ If document to be recorded  
is an assignment and the  
receiving party is not  
domiciled in the United  
States, an appointment  
of a domestic  
representative is attached.  
(Designation must be a  
separate document from  
Assignment.)

Name (line 2)

Address (line 1)  Charlotte House,

Address (line 2)  500 Charlotte Road

Address (line 3)  Sheffield

Great Britain

S2 4ER

City

State/Country

Zip Code

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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**PATENT**  
**REEL: 011590 FRAME: 0456**



**Correspondent Name and Address**

Area Code and Telephone Number **713-224-8080**

Name **John S. Egbert**

Address (line 1) **Harrison & Egbert**

Address (line 2) **412 Main Street, 7th Floor**

Address (line 3) **Houston, Texas 77002**

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

# **5**

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

**5957037**

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT  PCT  PCT   
PCT  PCT  PCT

**Number of Properties**

Enter the total number of properties involved.

# **1**

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

**40**

Method of Payment:  
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# **08-0879**

Authorization to charge additional fees:

Yes ☒ No ☐

**Statement and Signature**

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. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing  
**John S. Egbert**

Signature

Date

**2-26-01**

# PATENT ASSIGNMENT

Date *6 August* 1999

## Parties

- 1        "The Assignor"        **YORKSHIRE PROCESS PLANT LIMITED** (CRN: 2613535) whose registered office is at Bridge Road Works, Brighouse, West Yorkshire, HD6 1ED (the Vendor) acting by its Joint Administrative Receivers Robert Hunter Kelly and Trevor Nigel Birch of Ernst & Young, Cloth Hall Court, 14 King Street, Leeds, LS1 2JN (the "Receivers")
  
- 2        "The Assignee"        **MFH FOOD ENGINEERING LIMITED** (CRN: 2665656) whose registered office is at Charlotte House, 500 Charlotte Road, Sheffield S2 4ER ("the Purchaser")

## Recitals

- (A)    The Receivers were appointed Joint Administrative Receivers of the Vendor on 22 July 1999 pursuant to the provisions of a Debenture dated 17 February 1993 and made between the Assignor (1) and Lloyds Bank plc (now Lloyds TSB Bank plc) (2)
- (B)    The Assignor has agreed to sell and the Assignee has agreed to purchase such right title and interest as the Assignor may have in the patents set out in the schedule hereto (the "Patents")

## Operative Provisions

- 1        Subject to the terms and conditions of this assignment, in consideration of the sum of £1.00 now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor does hereby assign such right title and interest as it may have in the Patents, including any statutory and common law rights attaching rights thereto.

- 2 Title to the Patents will not pass to the Assignee until the total consideration is paid by the Assignee to the Assignor in respect of the sale agreement between the Assignor (1), the Receivers (2) and the Assignee dated 1999 (the "Sale Agreement")
- 3 All representations, warranties, conditions and other terms express or implied by statute or otherwise in respect of the Patents are excluded. No representation or warranty is made about the right of the Assignor to use, transfer or assign any of the Patents. The Assignee acknowledges that such exclusions of liability on the part of the Assignor are reasonable in the light of (inter alia) an assignment by the Assignor acting by its Receivers and the fact that the Assignee is entering into this assignment on the basis of its own knowledge and judgment of the Patents and the Assignee hereby acknowledges it has not placed any reliance on any warranty condition or representation (expressly or implied) made by or on behalf of the Assignor or the Receivers or any of their agents or staff.
- 4 The parties hereto recognise that the Patents may not be the property of the Assignor and may be or become the subject of dispute over ownership. The Assignee agrees that it shall accept responsibility for any and all such disputes or claims or charges, liens, interests or encumbrances of third parties arising after the Transfer Date over any of the Patents and shall bear the full risks in relation thereto.
- 5 For the avoidance of doubt the Assignee shall not be entitled to set off any claims they might have against the Assignor or the Receivers or exercise any liens whatsoever against any monies payable to the Assignor or the Receivers under this assignment or the Sale Agreement.
- 6 The Assignee shall from the date of this assignment pay or assume liability for all monies hence forth accruing or to be incurred in respect of the Patents.
- 7 The terms and conditions of this assignment and the Sale Agreement together represent the entire agreement between the parties relating to the arrangements between them although, where the terms of this assignment and the Sale

Agreement conflict, the terms of the Sale Agreement shall prevail. The parties agree that neither the Receivers nor their firm shall incur any personal liability under this assignment or under any document or action made or undertaken to implement its terms. The Assignee agrees that the terms and conditions of this assignment and the exclusions and limitations it contains are fair and reasonable in the context of an assignment by Receivers on the basis set out in this assignment.

- 8 This assignment may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same assignment.
- 9 This assignment is governed by English Law and is subject to the jurisdiction of the English Courts.

**IN WITNESS** whereof the above mentioned parties have executed this assignment the day and year first before written

# SCHEDULE



Patent	Description	Country
P3277402.8	Method of Evaporating a Liquid Mass	Federal Republic of Germany
61 232	Method of Evaporating a Liquid Mass	Great Britain
0 081 232	Method of Evaporating a Liquid Mass	Belgium
0 061 232	Method of Evaporating a Liquid Mass	France
0 061 232	Method of Evaporating a Liquid Mass	Switzerland
0 061 232	Method of Evaporating a Liquid Mass	Netherlands
0 061 232	Method of Evaporating a Liquid Mass	Italy
346 316	Method of Evaporating a Liquid Mass	USA
09M17.683	Heat Exchange Apparatus	USA
under final application	Heat Exchange Apparatus	Europe



**SIGNED by**

**duly authorised for and on behalf of**

**THE RECEIVERS and THE VENDOR**

**in the presence of**

*Simon Clark*

WALKER MORRIS

*R. A. Kelly*

**SIGNED by**

**duly authorised for and on behalf of**

**THE PURCHASER in the presence of**