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# SAVILLE & C?

NOTARIES PUBLIC-

Princes House 95 Gresham Street London EC2V 7NA Telephone: +44 (0)20 7920 0000 Facsimile: +44 (0)20 7920 0088 DX 33870 Finsbury Square www.savillenotaries.com mail@savillenotaries.com

Richard Saville Ian Campbell Ella Imison (Associate) Sophie Jenkins (Associate) Derek Julian (Consultant) TO ALL TO WHOM THESE PRESENTS SHALL COME, I IAN RODERICK CAMPBELL of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY that on the day of the date hereof the common seal of the company styled **THE POST OFFICE** of London, England, a statutory corporation established under the Post Office Act 1969 and having offices at 148 Old Street, London EC1V 9HQ, England, operating internationally as THE BRITISH POST OFFICE (hereinafter called "the Post Office") was affixed at foot of the instrument hereunto annexed in the manner prescribed by the regulations of the Company in my presence and in that of JONATHAN EVANS, whose identity I attest, secretary of the Company who signed in my presence at foot of the said instrument as such secretary and as witnessing the affixing of the said common seal;

AND I DO FURTHER CERTIFY that on the day of the date hereof the common seal of the company styled **CONSIGNIA PLC** of London, England (hereinafter called "the Company") was affixed at foot of the instrument hereunto annexed in the manner prescribed by the regulations of the Company in my presence and in that of JONATHAN EVANS, whose identity I attest, secretary of the Company who signed in my presence at foot of the said instrument as such secretary and as witnessing the affixing of the said common seal;

AND that the said instrument being so sealed and signed in the manner prescribed by the regulations of the Company is duly executed as a deed by and is binding on the Post Office and the Company in accordance with the provisions of English law.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this twenty third day of March two thousand and one.



## **DEED of ASSIGNMENT**

THIS DEED of ASSIGNMENT is made the	23	day of March 2001
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**BETWEEN** The Post Office, a UK Statutory Corporation whose principal office is at 148 Old Street, London, EC1V 9HQ, United Kingdom ("the Assignor")

AND Consignia plc, a UK registered company (no. 4138203) whose registered office is at 148 Old Street, London, EC1V 9HQ, United Kingdom ("the Assignee")

#### **WHEREAS**

- A. The Assignor is the proprietor of a number of non-UK patent and design registrations and applications filed at national, regional and international industrial property offices, including those listed in the Schedule hereto (hereinafter referred to as "the Rights");
- B. The Assignor is the owner of the Assignee;
- C. It has been agreed, for the purposes of internal reorganisation between related companies, that the Rights are to be assigned to the Assignee upon the terms hereinafter appearing.

### NOW THIS DEED WITNESSETH AS FOLLOWS:

1. "The Rights" as used herein shall mean all Patents, Utility Models, Petty Patents, Short Term Patents, and any other registered protection for inventions; and all Design Registrations, Design Patents, Ornamental Models and any other registered protection for two or three dimensional designs; to the extent that such do not protect said inventions or designs in the United Kingdom; together with any applications therefor, including those listed in the Schedule hereto, and any other such rights.

# PATENT REEL: 012059 FRAME: 0642

The Assignor hereby ASSIGNS unto the Assignee all the property, right, title and interest in and to the Rights, TO HOLD unto the Assignee absolutely and free from all licences, charges or other encumbrances **TOGETHER WITH** all rights of action, powers and benefits arising or accrued in relation thereto including, without limitation, the right to take or continue proceedings, including opposition proceedings, and to seek and recover damages and seek other remedies for all past infringements thereof; and for the avoidance of doubt, the right to claim priority therefrom, or to file divisional, continuation, continuation-in-part or other applications based thereon. For avoidance of any uncertainty caused by any inadvertent omissions in the schedule hereto, it is hereby confirmed that this Deed of Assignment covers all non-UK designs and patents and pending applications therefor on file at the date shown above.

2. The Assignee hereby accepts the assignment of all rights hereby transferred.

2.

- 3. If and to the extent that any of the Rights are not hereby assigned, it is agreed that the Assignor and the Assignee shall take such steps as shall be necessary to assign such Rights or to perfect the assignment thereof. At the request and cost of the Assignee, the Assignor shall execute all documents and do all such acts as may be reasonably necessary for the carrying out of this Assignment, and to formally register it at international, regional or national Industrial Property Offices.
- 4. This Deed of Assignment shall be read and construed in accordance with English law and the parties hereto submit to the non-exclusive jurisdiction of the English Court.

THIS DEED OF ASSIGNMENT has been entered into on the date shown at the beginning hereof.

Executed as a Deed for and on behalf of The Post Office

Montavant

Name: JONATHAN EVANS Position: THE SECRETARY Place: LONDON, ENGLAND Date: 23 MARCH 2001

Signed in front of a notary public. Molary Sublie London, England Han R. Campbell)

Executed as a Deed for and on behalf of Consignia plc

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JONATTHAN EVANS Name: Position: CONTRANY SECRETARY LONDON, ENGLAND 2 3rd MARCH 2001 Place: Date: Signed in front of a notary public:

Notary Public London, England (Ian/R: Campbell)

**RECORDED: 08/10/2001**