

DZ

Attorney Docket No. 27223/66683  
PATENT



11-27-2001  
  
101901698

RECORDATION OF ASSIGNMENT OF PATENTS

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

11-21-01

Attn: Assignment Branch - Patents

Sir:

It is requested that the Assignment Branch record the properties listed below.

1. CONVEYING PARTIES: Simon M. Bolton, inventor, citizen of United Kingdom  
Alexander J. Williams, inventor, citizen of United Kingdom

2. RECEIVING PARTY: Euro Packaging PLC  
Unit M Waterloo Road, Yardley, Birmingham B25 8UH

3. INTEREST CONVEYED: Assignment

EXECUTION DATE: 9/1/2001

4. PROPERTY(IES): Serial No. 09/581,726 (domestic counterpart of PCT P3002Z9US)

5. CORRESPONDENCE ADDRESS: Barnes & Thornburg  
750 17<sup>th</sup> Street, N.W., Suite 900  
Washington, D.C. 20006  
(202) 289-1313

6. FEE CALCULATION: 1 x \$40 = \$ 40

7. A check in the amount of \$ 40 made payable to the Commissioner of Patents and Trademarks is attached hereto.

8. Should there be any over- or under-payment, authorization to apply or charge the Deposit Account of Barnes & Thornburg, No. 02-1010 (27223/66683) therefore is hereby granted.

9. The undersigned states that to the best of my knowledge and belief, the information contained on this cover sheet is true and correct and any copy submitted herewith is a true copy of the original document.

Total number of pages including cover sheet, attachments and documents: 5

11/26/2001 TDIAZI 00000013 09581726  
01 FC:581 40.00 DP

11/21/01  
Date

Respectfully submitted,  
BARNES & THORNBURG  
  
Mark M. Newman  
Reg. No. 31,472  
(202) 289-1313

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

**THIS ASSIGNMENT** is made the 11<sup>th</sup> day of September 2001

**BETWEEN:**

- (1) **SIMON MARK BOLTON** of 1 Kinross Close, Holcombe Brook, Bury BL9 5PN; and
- (2) **ALEXANDER JOHN WILLIAMS** of 6 Milne Street, Irwell Vale, Bury BLO 9QP; and
- (3) **BOLTON ASSOCIATES** of 1 Kinross Close, Holcombe Brook, Bury BL9 5PN and 6 Milne Street, Irwell Vale, Bury BLO 9QP (together and separately "the Assignor")
- (4) **EURO PACKAGING PLC** whose registered office is Unit M, Waterloo Road, Yardley, Birmingham B25 8UH ("the Assignee")

**RECITALS**

- (A) The Assignor and/or each of them is the owner of the Intellectual Property Rights (as hereinafter defined).
- (B) Pursuant to the Agreement the Assignor and Assignee have entered into for the settlement of ongoing disputes between them the Assignor and each of them wish to assign the Intellectual Property Rights to the Assignee upon and subject to the terms and conditions of this Assignment.

**IT IS HEREBY AGREED** as follows:

- 1. In this Assignment, the following terms shall have the following meanings:-
  - "the Agreement" shall mean the settlement agreement of even date between Simon Mark Bolton, Alexander John Williams, Bolton Associates and the Assignee.
  - "Patents" shall mean the patent applications set out in Schedule 1 hereto and any patents granted pursuant thereto or claiming priority therefrom.
  - "the Intellectual Property Rights" shall mean all patents including the Patents, utility models, design right, copyright (including copyright in computer software), trade marks, trade names and logos, inventions, trade secrets and other confidential information, know-how and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including the right to apply for and all applications for any of the foregoing rights and the right to sue for past infringements of any of the foregoing rights which came into being during the course of the Assignor's involvement with the Assignee.
- 2. Pursuant to the Agreement and in consideration of the sum of one pound (£1.00) now paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged by the Assignor) the Assignor and each of them **HEREBY ASSIGN** to the Assignee such right, title and interest as they have free from all liens, charges and encumbrances in the Intellectual Property Rights together with all common law rights connected thereto and together with all the rights of actions, powers, benefits and immunities belonging to the same wherever in the world, including the right to sue for and obtain damages and other relief in respect of any act of infringement (whether past, present or future) of the

Intellectual Property Rights or any of them or the violation of any common law rights connected with the Intellectual Property Rights or any of them **TO HOLD** the same unto the Assignee absolutely.

3. The Assignor and each of them warrants that:-

3.1 Simon Mark Bolton and/or Alexander John Williams are the true inventors of the inventions comprised in the Patents,

3.2 To the best of the Assignor's knowledge and belief there are no persons entitled to claim any rights in the Patents nor to claim compensation from the Assignor pursuant to Section 40 of the Patents Act 1977 nor under equivalent laws of any other country in respect of the Patents,

3.3 To the best of the Assignor's knowledge and belief the Patents do not and exploitation of the same by the Assignee will not infringe any valid and subsisting patent or any intellectual property rights of any other third party.

4. The Assignor and each of them covenant with the Assignee that it will at the reasonable cost of the Assignee execute within 14 days of any request all deeds and documents or other assurances and do all further acts and things at the reasonable cost of the Assignee as the Assignee may require in order to become the legal and beneficial owner of the Intellectual Property Rights to prosecute the Patents and otherwise to give effect to the terms of this Assignment.

5. The Assignor and each of them covenant with the Assignee to do all such acts and to execute all such deeds and documents at the reasonable cost of the Assignee as may be necessary or expedient:

5.1 to permit the Assignee to apply for patent protection or any other protection available in respect of the inventions described in the Patents anywhere in the world and to grant and to ensure that any patents or other rights granted in respect of such inventions shall be granted to the Assignee or (if not practicable) to ensure full right and title thereto are subsequently vested in the Assignee,

5.2 to assist in the resolution of any question or dispute concerning the inventions described in the Patents and/or any patents or other rights granted in respect of such inventions.

6. This Assignment shall be subject to English law and the parties submit to the exclusive jurisdiction of the English Courts.

7. This Assignment may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original.

**SCHEDULE 1**

<b>Agent's Ref.</b>	<b>Country</b>	<b>Application No.</b>	<b>Filing Date</b>
P300137EP/PCT	Europe	98960022.6	
P300137PCT	International	PCT/GB98/03763	15.12.1998
P300187GB	Great Britain	9827470.7	15.12.1998
P300188GB	Great Britain	9820806.9	25.09.1998
	Europe	98307797.5	25.09.1998

**All titled pre-formed bags and dispenser and bags therefor Foreign application filed claiming priority from PCT/GB98/03763**

P300224AU-PCT	Australia	15709/99	15.12.1998
P300227CA-PCT	Canada	2315005	15.12.1998
P300229US.PCT	United States	Not yet known	15.12.1998
P300231JP-PCT	Japan	538,928/2000	15.12.1998
P300240ZA-PCT	South Africa	Not yet known	15.12.1998
P300241SG-PCT	Singapore	200003425-6	15.12.1998
P300242CN-PCT	China	98813134X	15.12.1998

IN WITNESS whereof the parties hereto or their duly authorised representatives have executed this Assignment on the day and year first above written.

Signed by **SIMON MARK BOLTON**  
in the presence of  
GARETH WILLIAMS

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Signed by **ALEXANDER JOHN WILLIAMS**  
in the presence of **CRAN DESPARD**

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Signed by **SIMON MARK BOLTON**  
and **ALEXANDER JOHN WILLIAMS**  
for and on behalf of **BOLTON ASSOCIATES**  
in the presence of **CRAN DESPARD**  
GARETH WILLIAMS.

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Signed by  
duly authorised for and on  
behalf of **EURO PACKAGING PLC**  
in the presence of **SAMANTHA SIMPSON.**

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