

04-17-2003

Atty. Dkt. No. 58937/114

FORM PTO-1595 (modified)

Rev 6-93

RECORD,



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

4-14-03

102421922

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Bass PLC

2. Name and address of receiving party(ies):

Bass Machine Holdings Limited
20 North Audley Street
London W1Y 1WE
ENGLAND

Additional conveying party(ies)

NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

March 30, 2000

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

B. Patent Number(s):

5,683,732
6,103,280

6,141,970
6,151,911

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Michael D. Rechtin
FOLEY & LARDNER
One IBM Plaza
330 North Wabash Avenue, Suite 3300
Chicago, Illinois 60611-3608

6. Total number of applications/patents involved: 4

7. Total fee (37 C.F.R. § 3.41): \$160.00

Check Enclosed

☒ Charge to deposit account

8. Deposit account number: 06-1450

DO NOT USE THIS SPACE

9. 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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Michael D. Rechtin

Apr 7, 2003

Name of person signing

Signature

Date

04/16/2003 TDI/AZ1 00000126 061450 5683732

01 FC:80:1 160.00 CH

Total number of pages including cover sheet, attachments, and document: 10

30 March 2000

BASS PLC

BASS MACHINE HOLDINGS LIMITED

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS



FRESHFIELDS

THIS DEED is made on 30 March 2000

BETWEEN

BASS PLC (company no. 913450), a company incorporated in England whose registered office is at 20 North Audley Street, London, W1Y 1WE (*Assignor*)

BASS MACHINE HOLDINGS LIMITED (company no. 3211009), a company incorporated in England whose registered office is at 20 North Audley Street, London, W1Y 1WE (*Assignee*)

WHEREAS:

- (A) The Assignor is the owner of the Intellectual Property Rights (as defined below).
- (B) The Assignor has agreed to assign the Intellectual Property Rights to the Assignee on the terms set out in this Deed.

IT IS AGREED AS FOLLOWS:

DEFINITIONS

1. Words and expressions used in this Deed shall have the following meanings, unless the context requires otherwise:

Assignor's Group means the Assignor and any company which is for the time being a subsidiary of the Assignor;

Business means:

- (i) the entire business of brewing and/or distribution and wholesaling of beers, ciders, wines, spirits, flavoured alcoholic beverages and other alcoholic beverages and the wholesaling of soft drinks in Great Britain hitherto carried on directly or indirectly by Bass Brewers Limited (company no. 26018) and certain of its subsidiaries (*BBL*);
- (ii) the entire business of brewing and/or production and/or distribution and wholesaling of Products and soft drinks in Northern Ireland and the Republic of Ireland hitherto carried on directly or indirectly by Bass Ireland Limited (company no. NI6164) and certain of its subsidiaries (*BIR*); and
- (iii) the entire business of brewing, manufacture, bottling and/or distribution and wholesaling of Products in the world (excluding the United Kingdom of Great Britain and Northern Ireland and the Republic of Ireland but for the avoidance of doubt including the Isle of Man and the Channel Islands) hitherto carried on directly or indirectly by Bass Beers

Worldwide Limited (company no. 75597) and certain of its subsidiaries (**BBW**);

Designs means the registered designs and applications for registered designs set out in Schedule 1;

Domain Names means such internet domain names as are owned by the Assignor and used in the Business;

Intellectual Property means and includes trade and service marks whether registered or not, trade and business names, patents, inventions, registered designs whether registered or not (and all applications for any of the foregoing), copyrights, design rights, designs, logos, drawing, know-how, secret formulae and processes, yeast strains, lists of suppliers and customers and other confidential or proprietary knowledge and information;

Intellectual Property Rights means all right, title and interest in Intellectual Property subsisting in any part of the world which is owned by the Assignor or those of its subsidiaries listed in Schedule 4 and used in the Business, including for the avoidance of doubt the Trade Marks, Domain Names, Patents, Designs and Know How; excluding any Intellectual Property Rights used in connection with the Chateau Lascombes wine business which forms part of the Assignor's Group;

Know How means rights in product formulae, specifications, manufacturing techniques and other know how relating to Products which are owned by the Assignor;

Patents means the patents and patent applications set out in Schedule 2;

Products means:

- (i) in the case of the Business of BBL and BIR, beers, ciders, wines, spirits, alcoholic carbonates and other alcoholic beverages; and
- (ii) in the case of the Business of BBW, beers, ciders, wines, spirits, flavoured alcoholic beverages, other alcoholic beverages and including low-alcohol and non-alcoholic beer and also soft and carbonated drinks;

subsidiary shall have the meaning given in section 736 of the Companies Act 1985;

Trade Marks means the trade marks and trade mark applications set out in Schedule 3.

ASSIGNMENT

2. The Assignor hereby assigns to the Assignee, and shall procure at the written request of the Assignee that each of its subsidiaries listed in Schedule 4 shall assign, subject to any licences of the Intellectual Property Rights granted to third parties, all its right, title and interest in and to the Intellectual Property Rights, together with any goodwill and all statutory and common law rights attaching thereto including the right to sue for damages and other remedies in respect of any infringement or misuse of any of the Intellectual Property Rights which may have occurred prior to the date of this Deed and to retain any damages obtained as a result of any such action.

DECLARATION OF TRUST

3. To the extent that clause 2 does not effect the transfer of full legal title to any of the Intellectual Property Rights to the Assignee, then the Assignor declares, and shall procure at the written request of the Assignee that any relevant subsidiary shall declare, that such Intellectual Property Rights are held by the Assignor or the relevant subsidiary (as the case may be) in trust for the Assignee and that the Assignor or relevant subsidiary has no beneficial interest in them.

NO WARRANTIES

4. Nothing in this Deed shall be construed as a warranty or representation by the Assignor that any of the Intellectual Property Rights is valid or enforceable.

5. The Assignee acknowledges that in entering into this Deed, it does not do so on the basis of or rely on any representation, warranty or other provision except as expressly provided in this Agreement, and accordingly all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

FURTHER ASSURANCE

6. The Assignor shall execute such further documents and do such further acts as may be required by law or as the Assignee may reasonably request from time to time (including executing as soon as reasonably practicable after the date of this Deed such deeds, agreements or other documents as may be required by the Assignee to effect the registration or recordal of the assignment of any of the Intellectual Property Rights to the Assignee in any relevant jurisdiction) by way of further assurance of the rights assigned under this Deed.

7. The parties certify that this instrument falls within category L in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987, as it is a conveyance or transfer of property operating as a voluntary disposition inter

vivos for no consideration in money or money's worth nor any consideration referred to in Section 57 of the Stamp Act 1891.

GOVERNING LAW AND JURISDICTION

8. This Deed is governed by and shall be construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the English courts in relation to any dispute arising out of this Deed.

COUNTERPARTS

9. This Deed may be executed in counterparts, each of which shall be considered an original, with the same effect as if the parties or their representatives signed the same instrument.

IN WITNESS WHEREOF this Deed has been executed by the duly authorised representatives of the parties the day and year first above written.

EXECUTED as a DEED
and delivered by
BASS PLC
acting by two Directors/a
Director and Secretary:

) Director

)

) ~~Director~~/Secretary

)

)

EXECUTED as a DEED
and delivered by
BASS MACHINE HOLDINGS
LIMITED
acting by two Directors/a
Director and Secretary:

) Director

)

) ~~Director/Secretary~~

)

)

SCHEDULE 2

Patents

TITLE	COUNTRY	APP NO	APP DATE	COMPANY	PATENT NO	GRANT DATE	PRIORITY	PRIORITY DATE
BARKER BRETTELL & DUNCAN								
Add-Ons to Riffat Concept	GB	9901171.0	20th Jan 1999	Bass plc	2333586	28th July 1999		
Add-Ons to Riffat Concept	Europe*	99300383.9	20th Jan 1999	Bass plc			9801436.8	24th Jan 1998
Add-Ons to Riffat Concept	USA	235847.0	22nd Jan 1999	Bass plc			9801436.8	24th Jan 1998
Adjustable Office Plate	GB	9612029	8th June 1998	Bass plc				
Adsorption - No Riffat	GB	9801435	24th Jan 1998	Bass plc	2329461A	24th Mar 1999		
Adsorption - No Riffat	USA	166988	18th Sept 1998	Bass plc				
Alton Propagator	GB	9604902.9	10th March 1996	Bass plc	2298851	22nd July 1998		
Bottle & Crown Opener	UK	9911747.5	21st May 1999	Bass plc				
Bottle-in-a-Bottle	UK	9911416.7	18th May 1999	Bass plc				
Can Cooling - Mixture	GB	9720006.7	20th Sept 1997	Bass plc	2329469A	24th Mar 1998		
Can Cooling/Evolution Combined	USA	157048	18th Sept 1998	Bass plc				20th Sept 1997
Dispense Apparatus & 0.9mm Holes (Div of 9609571.7)	GB	9723489.2	11th May 1996	Bass plc	2318112	2nd Sept 1998		
Evolution of Dissolved Gas	GB	972009.1	20th Sept 1997	Bass plc	2329392A	24th Mar 1998		
Excocat: Bottle & Crowning Machine	GB	9724114.5	15th Nov 1997	Bass plc	2331511	26th May 1999		
Excocat: Plastic & Crown	GB	9723733.3	11th Nov 1997	Bass plc				
Flash Conditioning	GB	9521811.9	8th Nov 1994	Bass plc	2294944	19th Nov 1997		
Flavour Viages	GB	9808022.9	16th April 1998	Bass plc				
Gas Fire	Europe	95303174.7	11th May 1995	Bass plc				
Gas Fire	GB	9509671.7	11th May 1995	Bass plc	2289425	2nd Sept 1998		
Headmaster	GB	9800904.6	17th Jan 1998	Bass plc	2333282	21st July 1999		
Headmaster:- Designating:- AT BE CH + U CY DE DK ES FI FR GB GR IE IT LU MC NL PT SE - Extending to AL LT LV MK RO SI	European	99300086.8	6th Jan 1999	Bass plc				
Hiding Prizes (Divisional)	GB	9614718.1		Bass plc	2290519	15th May 1998		
Improving Head with Proteins	GB			Bass plc	2148322	29th Aug 1984		
Improving Head with Proteins	Hong Kong			Bass plc	109 of 1989	28th Aug 1984		
Improving Head with Proteins	USA			Bass plc	4880843	14th May 1986		
Keak II	Europe	95303173.9	11th May 1995	Bass plc				
Keak II	GB	9609570.9	11th May 1995	Bass plc	2289477	6th March 1996		
Keak II	USA	441448	15th May 1995	Bass plc				
Manometer	GB			Bass plc	2192989	21st July 1987		
Oxygenated Yeast	GB			Bass plc	2197341	18th Sept 1987		
Paktron Dispense Tap	GB			Bass plc and Paktron Ltd	2128166	1st Oct 1982		
Pharmaceutical Uses	GB	9914681.3	24th June 1999	John Lawrence				
Post-Nottingham Can Cooling	UK	9917570.5	28th July 1999	Bass plc			PCT/GB/	26th Jan 1999
Preventing Nausea/Hangover Combined	GB	9914682.1	24th June 1999	John Lawrence			99/00255	

Project Zero - Can Cooler	GB	9716146.9	1st August 1997	Bass plc			
Rocky	GB	9609960.2	11th May 1996	Bass plc	2313357	9th April 1998	
Seedcorn	GB	9423084.6	16th Nov 1994	Bass plc	2284589	30th July 1998	
Seedwheat	GB	9315520.8	27th July 1993	Bass plc	2280415	28th Jan 1997	
Tap and Bar Mounted Coolers (div)	GB	9812191.6	8th June 1998	Bass plc	2323153		9422436.7 7th Nov 1994
Three Stage Cooling Refinements	GB	9522884.3	7th Nov 1994	Bass plc	2294760		
Titanic Bottle	GB	9810310.4	15th May 1998	Bass plc			
Titanic Bottle - Designated States:- AT BE CH + LI CY DE DK ES FI FR GB GR IE IT LU MC NL PT SE OA AU CA JP NO SG US ZA	PCT						
Titanic Cider	GB	GB99/01646	14th May 1999	Bass plc			
Titanic Draught	GB	9828317.9	23rd Dec 1998	Bass plc			
Titanic Draught - Designated States:- AT BE CH + LI CY DE DK ES FI FR GB GR IE IT LU MC NL PT SE AU CA GB JP NO SG US ZA	GB	9810309.6	15th May 1998	Bass plc			
Titanic Ultrasonic	PCT	GB99/01651	14th May 1999	Bass plc			
Titanic Ultrasonic Plus	GB	9828321.1	23rd Dec 1998	Bass plc			
Widget Mk III	GB	9801018.3	19th Jan 1998	Bass plc			
Woofly - Process	GB	9728487.5	16th Dec 1997	Bass plc	2332413	23rd June 1999	
Woofly - Process - Designations:- AT BE CH + LI CY DE DK ES FI FR GB GR IE IT LU MC NL PT SE - Extending to AL LT LV MK RO SI	GB	9809377.6	2nd May 1998	Bass plc	2336767		
Zero Can Cooler	European	99303184.8	23rd April 1999	Bass plc			
Zero Can Cooler/Flat Transport	GB	9716146.9		Bass plc			
	GB	9704420		Bass plc			
MARKS & CLERK							
Bag-In-Box Widget	UK	9320981.5	12th Oct 1993	Bass plc	2282792	15th Jan 1997	
Two-Hole Widget	Australia	74682/94	25th Aug 1994	Bass plc	674810	13th May 1997	
Two-Hole Widget - Designated Country of European Patent	Belgium			Bass plc	668836		
Two-Hole Widget	Canada	2149631	25th Aug 1994	Bass plc	2149631	2nd Nov 1999	9319362.1 18th Sept 1993
Two-Hole Widget	Cyprus			Bass plc			
Two-Hole Widget	European**	94924369.6	25th Aug 1994	Bass plc	668836	26th May 1999	9319362.1 18th Sept 1993
Two-Hole Widget - Designated Country of European Patent	France			Bass plc	668836		
Two-Hole Widget - Designated Country of European Patent	GB			Bass plc	668836		
Two-Hole Widget - Designated Country of European Patent - has its own National Patent No	Germany	94924369.5	25th Aug 1994	Bass plc	69418695.3		9319362.1 18th Sept 1993
Two-Hole Widget	Gibraltar			Bass plc	455	18th June 1999	
Two-Hole Widget - Designated Country of European Patent	Greece			Bass plc	668836		
Two-Hole Widget - Designated Country of European Patent	Ireland			Bass plc	668836		

Two-Hole Widget - Designated Country of European Patent - has its own National Patent No	Italy	509620/85	25th Aug 1994	Bass plc	49795/BE99	9319362.1	18th Sept 1993
Two-Hole Widget	Japan			Bass plc			
Two-Hole Widget	New Zealand			Bass plc	271132	10th Feb 1997	
Two-Hole Widget	Poland	P308960	25th Aug 1994	Bass plc	176444	21st Oct 1998	9319362.1 18th Sept 1993
Two-Hole Widget - Designated Country of European Patent	Portugal			Bass plc	668836		
Two-Hole Widget	Russian Federation	95113165	25th Aug 1994	Bass plc	2116948	Jan-99	9319362.1 18th Sept 1993
Two-Hole Widget	South Africa	94/6877	7th Sept 1994	Bass plc	94/6877	28th June 1995	9319362.1 18th Sept 1993
Two-Hole Widget - Designated Country of European Patent - has its own National Patent No	Spain	946824370	25th Aug 1994	Bass plc	2134951		9319362.1 18th Sept 1993
Two-Hole Widget	United States	436226	17th Aug 1996	William R S			
Two-Snorkel Widget	European	96918765.8	17th June 1996	Baxter et al	5683732	4th Nov 1997	9319362.1 18th Sept 1993
Two-Snorkel Widget	Hong Kong	98103111.1	15th Apr 1998	Bass plc			933788 17th June 1995
Two-Snorkel Widget	Japan	502824/97	17th June 1996	Bass plc			9512363.4 17th June 1995
ERIC POTTER & CLARKSON							
Glass and method of inducing evolution of bubbles - Nucleating glasses	UK	9213491.5	25th June 1992	Bass plc	2268802	3rd May 1995	
Enhancing release of gas from carbonated beverage on opening of container	UK	9216081.1	28th July 1992	Bass plc	2260747	3rd April 1996	
Clip	UK	9505381.5	28th July 1992	Bass plc	2287605	7th Feb 1998	
*Designating: Austria, Belgium, Switzerland, Liechtenstein, Cyprus, Germany, Denmark, Spain, Finland, France, Great Britain, Greece, Ireland, Italy, Luxembourg, Monaco, Netherlands, Portugal, Sweden. Extending to: Albania, Lithuania, Latvia, Romania, Slo							
** Extends to Austria, Belgium, Germany, Denmark, Spain, France, GB, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Sweden							
** Italy - National Patent No 49795/BE99							