



05-30-2003



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-PATENTS ONLY-

To: Honorable Commissioner of Patents and Trademarks:

Please record the attached original document(s):

5,23-03

1. Name of conveying party(ies):
  - a) THOMAS DAVID KENDALL
  - b) MARGARET JOYCE KENDALL
  
2. Name and address of receiving party(ies):
  - a) Name: BRUCE WELLWOOD McNISH  
Address: MILLS LEYS, 12 BIGGIN LANE, RAMSAY, CAMBRIDGESHIRE, PE26 1NB, GREAT BRITAIN
  
3. Nature of conveyance
 

<u>X</u> Assignment	Merger
Security Agreement	Change of Name
Other _____	

 Execution Date: JANUARY 2, 2003
  
4. Application Number(s) or Patent Number(s): U.S. PATENT NUMBER 5,022,444
  
5. Please send all correspondence concerning this (these) documents to:

**LUANN CSERR**  
 Law Office of Luann Cserr  
 315 Auburn Street  
 Cranston, RI 02910-3314  
 Telephone (401) 781 2777  
 Telefax (401)781 2727  
 E-mail luc@surfglobal.net

6. Total number of applications and patents involved: 1
  
7. Total fee (37 CFR 3.41): \$40.00

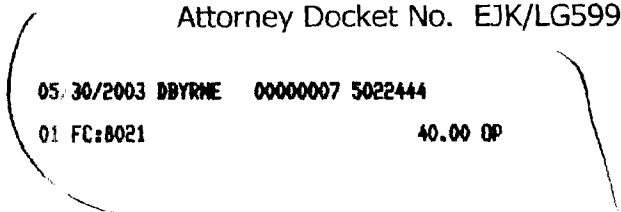
XXXX Enclosed  
 \_\_\_\_\_ Authorized to be charged to Deposit Account No. 08-2120

8. To the best of my knowledge and belief, the foregoing information is true and correct.

Date: May 21, 2003

\_\_\_\_\_  
 Attorney Luann Cserr  
 Registration No. 31,822

Attorney Docket No. EJK/LG5998760



05.30/2003 DBYRNE 00000007 5022444  
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**PATENT**  
**REEL: 014102 FRAME: 0685**

**PATENT ASSIGNMENT AGREEMENT**

**THIS AGREEMENT** is made the 2nd day of January 2003

**BETWEEN:**

1. **Mr THOMAS DAVID KENDALL** and **Mrs MARGARET JOYCE KENDALL** of Brendon Road, Bedminster, Bristol BS3 4PX ("the Assignors").
2. **Mr BRUCE WELLWOOD McNISH** of Mills Leys, 12 Biggin Lane, Ramsay, Cambridgeshire PE26 1NB ("the Assignee").

**WHEREAS:**

- (A) The following patents have been granted in the United States of America to the Assignors in the Assignors' names ("the Patent"):-

<b>Patent Number</b>	<b>Date of Grant</b>
5022444	11.06.1991

- (B) By a sale agreement dated 30 September 2002 between the Assignors and the Assignee ("the Sale Agreement"), the Assignors agreed that the Patent should be assigned by the Assignor to the Assignee.

**NOW THIS ASSIGNMENT WITNESSES** as follows:

1. Pursuant to the Sale Agreement and in consideration of the sum of £600 now paid by the Assignee to the Assignors (receipt of which the Assignors hereby acknowledge) the Assignors hereby assign with full title guarantee to the Assignee;
  - 1.1. all right, title and interest that the Assignors have to the Patent (including such right, title and interest in any further application for patents for the same inventions claimed in the Patent), so that the grant of any patents thereon shall be in the name of and vest in the Assignee;

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- 1.2. all right, title and interest that the Assignors have to apply for, prosecute and obtain patent or similar protection in relation to the inventions claimed in the Patent ("the Inventions") in any part of the world (including the right to rely on any convention priority period) and the right to claim priority therefrom (including under the Paris Convention when making an application in countries or territories outside the UK), so that the grant of any patent or similar protection shall be in the name of and vest in the Assignee;
- 1.3. all right, title and interest that the Assignors have and any other rights and powers arising or accruing from the Patent, including the right to sue for and recover damages in respect of all infringements and threatened infringements of the Patent, prior to the date hereof, and to have the benefit of any remedy obtained in respect of any suspected infringement including infringement of any patents granted under the Patent occurring before the date of this Assignment.
2. The Assignors shall provide the Assignee with such assistance as it reasonably requires from time to time for the purpose of defending or enforcing the Patent and provided that the Assignee indemnifies the Assignors for any costs, damages or other liabilities incurred by it as a result.
3. The parties to this Assignment do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
4. This Assignment shall be governed by English law and the parties hereto submit to the exclusive jurisdiction of the English Courts.

**IN WITNESS WHEREOF** this Assignment has been executed and delivered as a deed on the day and year first above written

**SIGNED AS A DEED** by  
**THOMAS DAVID KENDALL**

in the presence of

)  
)  
)

*[Handwritten signature]*

Witness Name:  
Witness Occupation:  
Witness Address:

*J. Doherty*  
*Purchasing*  
*3 Pansford Road Bristol*

**SIGNED AS A DEED** by  
**MARGARET JOYCE KENDALL**

in the presence of

)  
)  
)

*M. Kendall*

Witness Name:  
Witness Occupation:  
Witness Address:

*J. Doherty*  
*Purchasing*  
*3 Pansford Road Bristol*

**SIGNED AS A DEED** by  
**BRUCE WELLWOOD McNISH**

in the presence of

)  
)  
)

*B. McNish*

Witness Name: *P. Morris P. MORRIS.*  
Witness Occupation: *HOUSEWIFE*  
Witness Address:

*NEWTONS FARM*  
*CHATTERIS ROAD*  
*WARBOYS*  
*CAMBS.*  
*PE28 2UH*