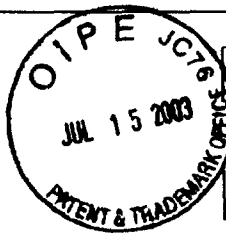


FORM PTO-1619A  
Expires 06/30/99  
OMB 0651-0027



07-18-2003

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**



102500945

# RECORDATION FORM COVER SHEET PATENTS ONLY

7.15.03

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- ☒ **New**
- ☐ **Resubmission (Non-Recordation)**  
Document ID#
- ☐ **Correction of PTO Error**  
Reel #  Frame #
- ☐ **Corrective Document**  
Reel #  Frame #

**Conveyance Type**

- ☐ **Assignment** ☐ **Security Agreement**
- ☐ **License** ☐ **Change of Name**
- ☐ **Merger** ☒ **Other**   
**U.S. Government AGREEMENT**  
(For Use ONLY by U.S. Government Agencies)
- ☐ **Departmental File** ☐ **Secret File**

**Conveying Party(ies)**

- ☐ **Mark if additional names of conveying parties attached**
- Name (line 1)  Execution Date  
Month Day Year

**Second Party**

- Name (line 1)
- Name (line 2)
- Execution Date  
Month Day Year

**Receiving Party**

- ☐ **Mark if additional names of receiving parties attached**
- Name (line 1)
- Name (line 2)
- Address (line 1)
- Address (line 2)
- Address (line 3)
- City State/Country Zip Code
- ☐ **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.)**

**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)

07/17/2003 07:00:11 00000056 10006422  
01 PC:0021 00.00 DP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package: 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

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

**PATENT**

REEL: 014272 FRAME: 0535

**Correspondent Name and Address**

Area Code and Telephone Number (703) 684-5600

Name TERRENCE L.B. BROWN, ESQUIRE

Address (line 1) SHLESINGER, ARKWRIGHT & GARVEY LLP

Address (line 2) 3000 SOUTH EADS STREET

Address (line 3) ARLINGTON, VIRGINIA 22202

Address (line 4)

**Pages**

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

# 23

**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)**

10086622

10086634

**Patent Number(s)**

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.

# 2

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 80.00

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:

# 19-2105

Deficiencies only.

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.

TERRENCE L.B. BROWN, ESQUIRE

Name of Person Signing

Signature

Date

Reg. No. 32,685

DATED

21<sup>st</sup> April

1988

REEDFARE LIMITED (1)

- and -

PHILLIP ANDREW JONES ESQ.(2)

---

DIRECTOR'S SERVICE AGREEMENT

---

Wilkinson Kimbers,  
Hale Court,  
Lincoln's Inn,  
London.  
WC2A 3UW.

**T H I S   A G R E E M E N T** is made the 2<sup>nd</sup>  
day of APRIL One thousand nine hundred and  
eighty-eight **B E T W E E N :-**

- (1) **REEDFARE LIMITED** whose registered office is  
situate at Beaver Road Industrial Estate Ashford  
Kent (hereinafter called "the Company") of the  
one part; and
- (2) **PHILLIP ANDREW JONES** of 1 Loudon Path Godinton  
Park Ashford Kent (hereinafter called "the  
Director") of the other part

**W H E R E A S :**

- (1) The Director was appointed a director of the  
Company on 17th March 1988
- (2) The employment of the Director hereunder forms  
part of a continuous period of employment which  
began on 6th January 1986 with Babcock Wire  
Equipment Limited
- (3) The parties hereto desire to express in writing  
the terms of the continued engagement of the  
Director as an executive director of the Company  
in the manner hereinafter appearing

**N O W   I T   I S   H E R E B Y   A G R E E D   A N D   D E C L A R E D** by and  
between the parties hereto as follows :-

1.    **I N   t h i s   A g r e e m e n t :-**

**"Subsidiary"**

shall mean any subsidiary  
now or in the future of  
the Company or of any  
holding company of which  
the Company is a  
subsidiary and "holding  
company" and "subsidiary"  
shall have the meanings  
ascribed by Section 736  
of the Companies Act 1985

**"Group"**

shall mean the Company  
and all Subsidiaries and  
any holding company of  
the Company for the time  
being

**"Group Company"**

shall mean any Subsidiary  
or holding company

**"Board"**

shall mean the board of  
directors of the Company

**"letters patent" or "patent"**

shall mean and include  
letters patent brevet  
d'invention petty patent  
gebrauchsmuster utility  
model design registration

or any other form of  
protection for any  
invention discovery or  
improvement that can be  
obtained in the United  
Kingdom or any British  
Dominion Colony or  
Dependency or in any  
foreign country

2. THE Director holds and shall continue to hold the office of Director of the Company for a period of 6 months commencing 1st April 1988 and continuing thereafter until such employment shall be determined on the expiry of not less than 6 months' written notice given by the Company to the Director or by the Director to the Company at any time and whether expiring before or after 30th September 1988

3. (1) DURING the continuance of this Agreement the Director shall subject as herein mentioned devote the whole of his time and attention during normal business hours to the business of the Company and shall at all times use his best endeavours to promote the interest and welfare of the Company

(2) The Director shall exercise and perform such powers and duties in relation to the Company or any Group Company as are commensurate with his position (which the Director shall duly and faithfully perform and observe)

4. (1) THE Director shall be entitled by way of remuneration for his services to the Company to a salary at the rate of EIGHTEEN THOUSAND FIVE HUNDRED POUNDS (£18,500) per annum such salary accruing on a daily basis and payable monthly in arrear on the last day of every month

(2) (a) The Company shall provide the Director so long as he is legally entitled to drive with a suitable car appropriate to his status having a value of up to £10,000 or such other amount as may be agreed between the Director and the Board for his exclusive use and shall pay for the licensing insurance maintenance repair and servicing of such car and when necessary replacement thereof

(b) The Director shall on the termination of his employment hereunder promptly return or account for any such car and failure to do so shall entitle the Company to withhold any outstanding moneys due from the Company to the

Director up to the value of the car In the event that the Director does not for any reason work during any notice period prior to termination of his employment hereunder he shall not be entitled to continued use of the car during that unworked period

(3) In addition to his said remuneration the Director shall be entitled to be reimbursed by the Company all out of pocket expenses wholly and exclusively and properly incurred in the performance of his duties hereunder and the Director shall on being so required provide the Company with vouchers or other evidence of actual payment of such expenses

(4) In the event of the Director performing services for any Group Company payment of the said remuneration and expenses shall be apportioned between the Company and any such other Group Company or companies and be paid by them respectively in such proportions that the Board shall from time to time determine having regard to the services performed by the Director for each of such companies

(5) The salary payable to the Director under sub-clause (1) of this Clause shall be reviewed with effect from the 1st April in each year by the Board and



otherwise at such shorter intervals as the Board may from time to time determine Provided always that such review shall not effect any decrease in the Director's salary but the Board shall be under no obligation to increase such salary

(6) The Director or his personal representatives shall be entitled to a rateable (on a time apportionment basis) proportion of the Director's salary for any broken portion of a financial year of the Company during which the Director's engagement hereunder subsists

5. THE Director shall in addition to statutory and other public holiday be entitled to take five weeks holiday in each calendar year (of which not more than three weeks may be consecutive) at such time or times as he may agree with the Board and he may also take such additional or special holidays (if any) as the Board may from time to time approve

6. (1) IN the case of illness of the Director (verified by a registered medical practitioner) or other cause incapacitating him from duly attending to his duties the Company shall continue to pay his said remuneration until the expiry of a period of eighteen weeks in any consecutive 365 day period and thereafter

the payment of his said remuneration shall be at the discretion of the Board Provided always that in case of such illness or other cause incapacitating the Director from duly attending to his duties for a period exceeding eighteen weeks (whether consecutive or otherwise) in any consecutive period of 365 days the Company may by notice in writing given to the Director at any time during or within thirty days after the end of such period forthwith determine the Director's employment hereunder and at such date the Director's employment hereunder shall absolutely cease and determine without prejudice to his rights of salary up to such date (subject as aforesaid) and to all arrears of salary

(2) The Company shall set off the Director's remuneration paid in accordance with this Clause against the liability of the Company to pay Statutory sick pay to the Director pursuant to the statutory Sick Pay Scheme introduced on 6th April 1983 under the provisions of the Social Security and Housing Benefits Act 1982 and the Company may also deduct from the Director's remuneration the amount of any State benefits to which the Director shall be entitled and

the Director shall inform the Company concerning such payments

(3) If any incapacity shall be or appear to be occasioned by actionable negligence of a third party in respect of which damages are or may be recoverable the Director shall forthwith notify the Board of that fact and of any claim compromise settlement or judgment made or awarded in connection therewith and shall give to the Board all such particulars of such matters as the Board may reasonably require and shall if so required by the Board refund to the Company such sum (not exceeding the amount of damages recovered by him under such compromise settlement or judgment less any costs in or in connection with or under such claim compromise settlement or judgment borne by the Director and not exceeding the aggregate of the remuneration paid to him by way of salary (net of income tax borne thereon) in respect of the period of the incapacity) as the Board may determine

(4) The Company undertakes that it will:-

- (a) maintain a Group Health and Disability Scheme of which the Director shall be a member
- (b) maintain term life assurance on the Director's life at a level of 4 times annual

salary the beneficiary or beneficiaries of which shall be such person or persons as may be nominated in writing by the Director whether as part of the Scheme (as defined in clause 7(1)(a) hereof) or otherwise

7. (1) (a) The Company intends to establish a retirement benefits scheme ("the Scheme") which the Director shall be eligible to join in accordance with the rules of the Scheme and the Scheme shall (subject to clause 6.(4)(b) above) provide benefits to the Director (and his widow and dependants) no less favourable than those to which he is prospectively and contingently entitled as a member of The Babcock Group Staff Pension Scheme

(b) The Company shall make all requisite employer contributions in respect of the Director Full details of the Scheme shall be obtainable upon request from the Company Secretary

- (2) If the Scheme shall be discontinued whether in whole or in part or shall be amended so as to reduce or otherwise prejudicially affect the benefits to which the Director would be entitled but for such discontinuance or amendment the Company shall unless

otherwise agreed in writing with the Director forthwith effect and thereafter maintain during the continuance of the employment of the Director hereunder such annuity or endowment or other assurance policy or policies as will secure to or provide in respect of the Director his widow and children such benefit to which each of them would have been entitled under the terms of the Scheme had such cessation discontinuance or amendment not taken place and the Company shall take all reasonable steps to ensure that any such alternative annuity or endowment or other assurance policy is so arranged that it falls within the provisions of Chapter II of Part II of the Finance Act 1970 so that the premiums are not assessable as additional remuneration

(3) If the Director's employment shall be terminated by the Company otherwise than by reason of his fraud or misconduct the Company shall itself exercise and shall use its best endeavours to procure the Trustees of the Pension Scheme to exercise all discretions vested in the Company or such Trustees in relation to a member ceasing to be employed before his normal retirement date in such manner as is most favourable to the Director

8. The Director shall not whether alone or jointly with any other person firm or company directly or indirectly as shareholder participator partner promoter director officer agent manager employee or consultant of in or to any other person firm or company at any time ("the date in question") whilst the Director is connected with the Company or its subsidiaries and for a period of twelve months after the date on which the Director ceases to be connected with the Company or its subsidiaries ("the Termination Date"):-

(a) compete directly or indirectly with any business of the Company or its subsidiaries as carried on at the Relevant Date (as hereinafter defined) in any territory in which the Company or its subsidiaries carries on such business at the Relevant Date

(b) solicit or endeavour to entice away from or discourage from dealing with the Company or its subsidiaries any person who was at any time during the period of one year preceding the Relevant Date a manufacturer for or supplier customer or client of the Company or its subsidiaries

(c) Supply or provide any goods or services to any person who was at any time during the period of twelve months preceding the Relevant Date a customer or

client of the Company's or its subsidiaries and to whom the Company or its subsidiaries had during that period supplied or provided those goods or services or goods or services of a similar kind in the ordinary course of its business

(d) employ engage or attempt to employ or engage or negotiate or arrange the employment or engagement by any other person firm or company of any person who was at the Relevant Date or was at any time during the period of six months prior thereto an officer or employee of the Company or its subsidiaries

(e) The Director shall not after the termination of his employment without the prior written consent of the Company at any time or for any purpose use the name of the Company or of any Group Company in connection with his own or any other name in any way calculated to suggest that he continues to be connected with the business of the Company or any Group Company or in any way hold himself out as having such connection

9. (1) THE Director shall not at any time while employed by the Company or while he remains a director without the prior written consent of the Company (such consent not to be unreasonably withheld) be a director of any company other than a Group Company or be engaged

or employed concerned or in any other way interested whether directly or indirectly in any other business whatsoever

(2) The Director shall not for a period of twelve months after the date of termination of his employment hereunder or after the date of ceasing to be a director whichever is the later be engaged concerned or interested directly or indirectly and either on his own behalf or on behalf of or in association with any other person firm or company and whether as an employee or in any other capacity in carrying on business within the United Kingdom in competition with the business carried on at the date of termination of his employment hereunder by the Company or any Group Company for whom he has performed duties in accordance with Clause 3 above or the date of his ceasing to be a director whichever is the later PROVIDED THAT nothing in this sub-clause shall prevent the Director (together with persons connected with him as defined by Section 346 of the Companies Act 1985) from holding an interest as an investment amounting to not more than 5% of the share capital of any company which does not carry on and of which no subsidiary or holding company or subsidiary of a holding company carries on any business which



competes with the business carried on by the Company or any Group Company as at the date of termination of the employment of the Director hereunder or the date of his ceasing to be a director whichever shall be the later and/or 5% of the share capital of any company whose shares are quoted on any recognised stock exchange

10. THE Director shall not either during the continuance of his employment and directorship (otherwise than in the proper performance of his duties) or after the termination thereof disclose or divulge to any person firm or company and shall use his best endeavours to prevent the publication or disclosure of any trade secret, manufacturing process, technical data, software specifications, copyrights, industrial or registered designs or any other know how, information relating to patents and inventions or property of the Company in the nature of intellectual property details of which are not in the public domain and customer and supplier lists, price lists, details of contracts with customers or any other confidential information concerning the business or finances of the Group or any of its dealings transactions or affairs which may come to his knowledge while acting as an employee or director of the Company and upon the

expiration or termination of this agreement for whatsoever cause the Director shall forthwith deliver up to the Company or its authorised representative all statistics documents account records or papers which may be in his possession custody or control and which relate in any way to the business or affairs of the Company or any Group Company and no copies of the same or any part thereof shall be retained by him and he shall then (if required by the Company or any Group Company) make a statutory declaration that the whole of the provisions of this Clause have been complied with

11. EACH of the undertakings contained in Clauses 8, 9 and 10 above is and shall be a separate and independent undertaking by the Director and in the event that any restraint comprised in any such undertaking shall be found to be void or unenforceable because it is too broad as to the area or time or subject covered the said area or time or subject may be reduced to whatever extent necessary to make the restraint valid and effective and such undertaking shall apply as so modified and the Director acknowledges that in view of his position and responsibility to the Company and the Group Company it

is reasonable for him to give the undertakings referred to above

12. (1) For the purposes of the application of the Patent Act 1977 the Director hereby acknowledges that (if and so far as it is not part of the Director's normal duties to make inventions) any invention made by him shall have been made in the course of the duties of the Director hereunder and that he has a special obligation for furthering the interests of the Company's undertaking and of the undertaking of any Group Company in respect of which he may be acting pursuant to Clause 3 hereof by reason of the nature of such duties and of the particular responsibilities arising therefrom

(2) Any invention discovery design (including copyright therein) or improvement whether or not capable of protection by letters patent registered design or otherwise made or discovered by the Director which relates to or is in any way (whether directly or indirectly) connected with the business of the Company or of any Group Company will belong absolutely to the Company or to such Group Company as the case may be The Director will forthwith provide the Company with full details and information with regard thereto and

covenants not to apply for registration in any part of the world of any design or letters patent for any invention discovery or improvement so made by him but will at the expense of the Company apply as nominee for the Company or join with the Company in applying for letters patent registration of the design or other protection in the United Kingdom and in any other part of the world therefor The Director will at the Company's expense execute and do all instruments and things which may be requisite and reasonable to vest the absolute ownership in the said letters patent registered design or other protection when granted and all the right title and interest to and in the same in the Company absolutely and as sole beneficial owner and when so vested to renew or restore the same and in the meantime will hold all interest therein in trust for the Company PROVIDED ALWAYS that this sub-clause shall not apply to any invention or inventions deemed by law to belong to the Director

(3) Any rights in any invention (or any patent or patent application) deemed by law to be the Director's invention shall at the request of the Company and in consideration of the payment by the Company to the Director of such sum (whether by way of royalty or

otherwise) as shall be agreed between the parties be assigned or (at the Company's option) licensed on an exclusive basis to the Company

13. THE Company shall have the right to determine this Agreement at any time by summary notice in the event of the Director :-

- (a) Becoming of unsound mind
- (b) Committing an act of bankruptcy
- (c) Being convicted of any criminal offence other than a minor offence under the Road Traffic Acts
- (d) Persistently and wilfully neglecting or becoming incapable of efficiently performing his duties under this Agreement
- (e) Refusing to carry out instructions of the Board Provided that such duties are such that by the nature of his office he may reasonably and properly be expected to perform them
- (f) Doing any action manifestly prejudicial to the interest of the Company or Group Company or
- (g) Being guilty of any serious misconduct or any breach or non-observance of the provisions of this Agreement

and the Director shall have no claim against the Company in respect of the determination of his

employment by the Company pursuant to this Clause  
Provided always that if any such act of misconduct or  
such breach or non-observance is capable of being  
remedied the Director shall first be offered a  
reasonable opportunity to remedy the same prior to  
termination as aforesaid and if and when so remedied  
the employment of the Director hereunder shall continue  
without interruption

14. THE removal of the Director from his office as a  
director of the Company pursuant to Section 303 of the  
Companies Act 1985 or any statutory modification or re-  
enactment thereof or pursuant to any regulation of the  
Company shall not deprive the Director of any right of  
redress by way of damages or otherwise in respect of  
any breach or premature determination of this Agreement  
or affect or reduce any such right

15. ON the determination from any cause provided for  
in this Agreement of his appointment hereunder the  
Director unless otherwise agreed shall be deemed to  
have retired from his office as a director of the  
Company and all other Group Companies of which he shall  
then be a director

16. IF before the expiration of this Agreement the  
employment of the Director hereunder shall be

determined by reason of the liquidation of the Company for the purpose of amalgamation or reconstruction or as any part of any arrangement for the amalgamation of the undertaking of the Company not involving liquidation and the Director shall be offered employment with the amalgamating or reconstructed company for a period not less than the unexpired term of this Agreement and on terms not less favourable than the terms of this Agreement the Director shall have no claim against the Company in respect of the determination of his employment by the Company hereunder

17. THE Director hereby agrees that he will at the request and expense of any other Group Company enter into a direct agreement with such other Group Company whereby he will accept provisions corresponding to the provisions set forth in Clauses 3,8,9,10 and 11 hereof (or such of them as may be applicable to the circumstances) in such terms as the Group Company may reasonably require for the protection of its interests

18. THERE are no unusual disciplinary rules relating to the Director's employment hereunder

19. IF the Director wishes redress of any grievance relating to his employment he should apply in writing setting out the details and nature of any such

grievance to the Board who will consider and decide upon the matter within 14 days and whose decision will be final and binding

20. FOR the purpose of the Employment Protection (Consolidation) Act 1978 this Agreement shall be deemed to constitute the contract of employment between the Company and the Director and the following shall be the particulars of employment for the purpose of Section 1 of the said Act :-

Title of Employment	See Clause 2
Date of Commencement of Employment hereunder	See Recital (2)
Date of Commencement of Continuous Employment	See Recital (2)
Remuneration	See Clause 4
Hours of Work	See Clause 3
Holidays	See Clause 5
Sickness or incapacity	See Clause 6
Pension	See Clause 7
Notice	See Clauses 2 and 13
Redress of Grievances	See Clause 19

21. THIS Agreement is in substitution for and wholly replaces with effect from the date hereof such other contracts of employment (whether written or oral or implied by law) which have heretofore subsisted between



the parties hereto and the Director hereby  
that he has no claim outstanding against  
for salary or in respect of any other matter  
arising prior to the date hereof

22. THE provisions of this Agreement and all mat  
arising thereout shall be interpreted and construed in  
accordance and subject to the laws of England and the  
parties submit to the jurisdiction of the English  
Courts

I N W I T N E S S whereof the Common Seal of the  
Company has been hereunto affixed and the Director has  
hereunto set his hand and seal the day and year first  
above written.

THE COMMON SEAL of  
REEDFARE LIMITED was  
hereunto affixed in the  
presence of :-

)  
)  
)  
)

Director

Secretary

SIGNED SEALED and DELIVERED )  
by the said PHILLIP ANDREW )  
JONES in the presence of :- )

)  
)  
)

**In the Matter of:**

**Canadian Patent Applications  
Serial Nos 2,397,807 & 2,382,332  
In the name of BWE Limited**

**EXHIBIT SF2**