# VIA FACSIMILE - 703-306-5995

# RECORDATION FORM COVER SHEET

# PATENTS ONLY

Attorney Docket Number - 86056-5400

	Director of the US Pate P.O. B Alexandria, V	nt and Trademark Office Sox 1450 /A 22313-1450 ginal documents or copy thereof	
1 Name of conveying party(ies).	Execution Date	2 Natue and address of receiving	
John Stuart Greenwood March 11, 2003		Ambassador Packaging Limited	
Neil Glynn Price	March 11, 2003	_	sford Industrial Estate
Additional name(s) of conveying party(ies) attached? $\square$ Yes $\square$ No		Winsford, Cheshire, CW7 3QB England	shire, CW7 3QB
3 Nature of conveyance		England	
. 🗷 Assignment	□ Merger		
□ Security Agreement	☐ Change of Name		
☐ Other			
Execution Date.			
4 Application number(s) or patent	пишрет(-)		· • • • • • • • • • • • • • • • • • • •
It this document is being filed togeth		nution date of the application is	
A. Patent Application No (5)		B. Patent No.(s)	
Additional numbers affac			
5 Name and address of party to whom correspondence concerning document should be mailed		6 Number of applications and patents involved:	
WINSTON & STRAWN LLP CUSTOMER NO. 28763		7 Iotal fee (37 CFR 3 41) \$ 40.00 Please charge to the deposit account listed in Section 8.	
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Duniel I Hufseberg (Reg. No., 36	,554)	2/	<u>July 19, 2004</u> Date
Total number of pages including cover sheet			6

# DATED !! Hark 2003

- (1) John Stuart Greenwood
  - (2) Neil Glynn Price
  - (3) Beauxports Limited [The Assignors]

- and -

(2) Ambassador Packaging Limited [The Assignee]

DEED OF ASSIGNMENT OF PATENT APPLICATION

THIS DEED OF ASSIGNMENT IS made

# 11th. Harch 2003

### BETWEEN:

04:23pm

- (1) John Stuart Greenwood of The Coach House, Fairstead Farm, Eye Road, Hoxne, Suffolk, England IP21 58A
- (2) Neil Glynn Price of 6 Rue St Martin, 60380 Wambez, France, formerly of 7 Rue du Faubourg St Denis, Paris, 75010, France
- (3) Beauxports Limited (formerly International Pack Air Systems Limited) a company registered in England and Wales under number 02865902 whose registered office is at The Coach House, Fairstead Farm, Eye Road, Hoxne, Suffolk IP21 5BA

  (together the "Assignors")

and

(4) Ambassador Packaging Limited a company registered in England and Wales under number 104001 whose registered office is at Road One, Winsford Industrial Estate, Winsford, Cheshire, CW7 3QE (the "Assignee").

#### WHEREAS:

- (A) The Assignors are the registered proprietors and/or the applicants (as the case may be) of the patent applications short particulars of which are set out in the Schedule hereto (the "Applications");
- (B) Under a Business Purchase Agreement between the Assignors and the Assignee dated 20 September 1999 (the "Business Purchase Agreement") the Assignors agreed to sell to the Assignee the business of the Assignors consisting of the worldwide exploitation of machines to manufacture void fill and protective packaging as carried on by the Assignors under inter alia the names "ACTI" and "Air Cushion Technology" along with certain assets including inter alia the intellectual property used or intended to be used in connection with such business, which included the Applications.
- (C) Under the Business Purchase Agreement the Assignors also agreed to execute at their expense such documents as may be reasonably required after Completion by the Assignee for vesting in the Assignee the legal and beneficial ownership of inter alia the Applications.

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(D) The Assignors now wish to assign the Applications together with all rights in and to the Applications.

#### IT IS AGREED:

#### 1. ASSIGNMENT

Pursuant to the Business Purchase Agreement the Assignors hereby assign to the Assignee absolutely:

- (a) all property, right, title and interest in the Applications including all common law rights, powers, privileges and immunities arising or accrued therefrom to the intent that any grant of patents pursuant to the Applications shall be in the name of and shall vest in the Assignee; TOGETHER with
- (b) the right to sue for damages and all other remedies in respect of any acts carried out by another person within the scope of the claims of any published specification of the Applications before as well as after the date of this Assignment; and including
- (c) the right to claim priority from the Applications and all of the Assignors rights to apply for, prosecute and obtain patents or similar rights or protection in respect of any inventions which are the subject of the Applications anywhere in the world.

### 2. GOVERNING LAW

- 2.1 This Deed of Assignment and the jurisdiction clause contained in it shall be governed by, construed and take effect in accordance with English law.
- 2.2 It is agreed that the Courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with this Deed of Assignment (including without limitation claims for set-off or counterclaim) and the legal relationships established by this Deed of Assignment.

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# SCHEDULE

# THE APPLICATIONS

US PATENT APPLICATION No.	10/088095
PCT PUBLICATION NO.	WO 01/21391

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IN WITNESS whereof the Assignors have executed and delivered this Deed of Assignment as a Deed on the day and year appearing above.

SIGNED as a DEED by the said John Stuart Greenwood in the presence of: Witness's address SIGNED as a DEED by the said Neil Glynn Price in the presence of: Witness's name and signature Witness's address EXECUTED as a DEED by BEAUXPORTS LIMITED acting by Director Director/Secretary Print name EXECUTED as a DEED by AMBASSADOR PACKAGING LIMITED acting by Director

Print name

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**RECORDED: 07/19/2004** 

Director/Secretary