

UDL-105US

Form PTO-1595 (Rev. 06/04) (AW 09/2004)
(Exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Paul BaldwinExecution Date(s) Employment Agreement Dated March 6, 2000 (date employment commenced)Additional name(s) of conveying party(ies) attached? ☐ YES ☒ NO

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

Name: Sidpack UK Limited

Internal Address: _____

Street Address: Unit 3-4, Saracen Estate
Mark Road, Hemel HempsteadCity: Herts

State: _____

Zip: HP2 7BJCountry: UNITED KINGDOMAdditional name(s) & address(es) attached? ☐ YES ☒ NO

3. Nature of Conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Correction of Assignment Recordation
 (previously recorded at Reel _____, Frame _____).
☒ Other Communication regarding conveyance

4. Application or patent number(s): ☐ This document is being filed together with a new application.A. Patent Application Number(s) 10/236,582

B. Patent Number(s) _____

Additional number(s) attached? ☐ YES ☐ NO

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

Name: Allan Ratner
Internal Address: RatnerPrestia

- ☒ Street Address: Suite 301
One Westlakes
Berwyn, P.O. Box 980
Valley Forge State: PA
19482-0980

OR

- ☐ Street Address: Nemours Building
1007 Orange Street
Suite 1100, P.O. Box 1596
Wilmington State: DE
19899

6. Total number of applications and patents involved:

17. Total fee (37 CFR 1.21(h) & 3.41): \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card - Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number 18-0350Authorized User Name RatnerPrestia9. Signature: Christopher M. Spletzer

Signature

Date 10/11/04Christopher M. Spletzer
Name of Person Signing52,240
Registration NumberTotal number of pages including
cover sheet, attachments and
documents: 11Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

700122581

PATENT
REEL: 015244 FRAME: 0144

CH \$40.00 180350 10236582

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No: 10/236,582
Applicants: Sean Savage and Paul Baldwin
Filed: September 6, 2002
Title: PACKAGED FOOD PRODUCT
TC/A.U.: 3742
Examiner: Tu Ba Hoang
Confirmation No.: 3426
Docket No.: UDL-105US

COMMUNICATION

Mail Stop Assignment Recordation Services
Director of the USPTO
P.O. Box 1450
Alexandria, VA 22313-1450

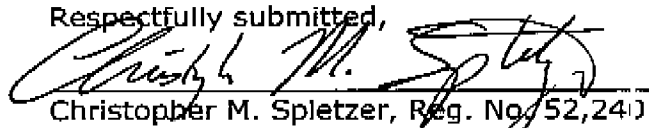
Sir:

Attached please find the following documents:

- (1) A letter from European counsel indicating that Mr. Paul Baldwin's rights in the above-identified application automatically pass to Südpack UK Limited by virtue of Section 39(1)(a) of the UK Patents Act of 1977; and
- (2) A copy of Mr. Paul Baldwin's Contract of Employment with Südpack UK Limited.

Please record the Conveyance of Mr. Paul Baldwin's rights in the above-identified application to Südpack UK Limited.

Respectfully submitted,


Christopher M. Spletzer, Reg. No. 52,240
Attorney for Applicants

CMS/kak

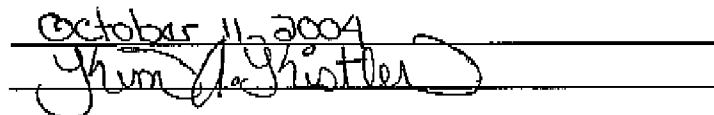
Attachments: As Listed Above

Dated: October 11, 2004

P.O. Box 980
Valley Forge, PA 19482
(610) 407-0700

The Commissioner for Patents is hereby authorized to charge payment to Deposit Account No. 18-0350 of any fees associated with this communication.

I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office (Fax No. 703-306-5995) on the date shown below.

October 11, 2004




29 September 2004

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Your ref: UDL-105US
Our ref: SMR/MAW/P550478US

BY FAX & AIRMAIL

Dear Sirs

US Patent Application Serial No. 10/236,582
Packaged Food Product
Sean Savage and Paul Baldwin

We wish to record a change of ownership from one of the inventors, Paul Baldwin, to his employer, Südpack UK Limited.

Mr. Baldwin's rights in the invention passed to Südpack UK Limited by virtue of Section 39(1)(a) of the UK Patents Act 1977, an extract from which is enclosed. According to Section 39(1)(a), an invention made by an employee shall be taken to belong to his employer if it was made in the course of the normal duties of the employee or in the course of duties specifically assigned to him, and the circumstances were such that an invention might reasonably expect to result from the carrying out of his duties.

Paul Baldwin was an employee of Südpack UK Limited at the time the invention was made. As evidence of this, we enclose a copy of his Contract of Employment dated 3rd April 2002, which confirms in Clause 18 that Mr. Baldwin's employment by Südpack UK Limited commenced on 6th March 2000. Mr. Baldwin was originally employed as a Sales Executive and was promoted to Regional Sales Manager on 3rd April 2002. His employment by Südpack UK Limited ended on 30th November 2003. Mr. Baldwin's work on the invention started on or shortly after 20th September 2000. The invention was made in the course of Mr. Baldwin's normal duties and the circumstances were such that an invention might reasonably be expected to result from these duties. Therefore, according to Section 39(1)(a) of the UK Patents Act 1977, the rights in the invention resulting from Mr. Baldwin's involvement as one of the joint inventors belong automatically to Südpack UK Limited.

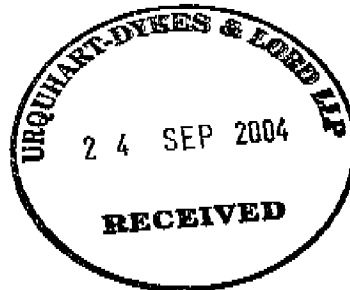
Yours faithfully

URQUHART-DYKES & LORD LLP

Contract - Paul BaldwinManagerial.doc



Mr Paul J Baldwin
5 Oak Farm
Wistow
Selby
YO8 3FW



PERSONAL

3rd April 2002

Dear Paul

Following your promotion to Regional Sales Manager I am pleased to confirm your employment by Sudpack UK Limited (the Company) on the following revised terms and conditions:

1. **Position Title**

You are employed as Regional Sales Manager responsible to the Sales Director. Your duties shall not be limited by your position title and you may be required to perform any duties reasonably within your capabilities.

Throughout your hours of work you will act in the best interests of the Company and you shall not at any time do anything that could damage the reputation or interests of the Company.

2. **Location**

You will be based at your home address or, when required, Unit 3 - 4 Saracen Estate, Mark Road, Hemel Hempstead.

3. **Mobility**

The Company reserves the right to change the location of the role and in so doing will act reasonably to account for your preferences and the interests, development and activities of the business.

4. **Salary**

At 3rd April 2002 your salary is £35,000 per annum payable in equal instalments monthly in arrears on or before the 28th day of each month. The salary will be reviewed on 1st November each year.

In addition, you participate in a commission scheme, the terms of which may vary at the Company's absolute discretion. The existing commission scheme is set out at Appendix A.

5. **Hours of Work**

The standard working week Monday to Friday inclusive is 37.5 hours. The normal hours are 9.00 a.m. to 5.30 p.m. with an unpaid break of 1 hour. Owing to the nature of your role you may often be required to work outside of these times.

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By signing this contract you also agree that the limit in Regulation 4(1) of the Working Time Regulations 1998 shall not apply to you and that your average working time may therefore exceed 48 hours for each 7 day period (as defined by and calculated in accordance with the Working Time Regulations 1998). This opt-out may be terminated by you or the Company by giving 3 months' notice. You will also comply with any policies of the Company which relate to the maintenance of records of your hours of work.

6. **Overtime**

You will be required to work such additional hours as shall, in the opinion of the Company, be reasonably required either for the satisfactory discharge of your duties or to respond to emergencies. Your salary includes an element to reflect this obligation to work additional hours and no further payment shall be made in respect of additional hours.

7. **Holidays**

Holiday entitlement for a full holiday year is 25 days exclusive of public holidays. Holidays must be taken within the 12 months of the holiday year commencing January at such time or times as shall be approved by your Manager.

The Company currently operates a factory closure over the Christmas/New Year holiday period. You are expected to take holiday out of your entitlement (normally 2-4 days) to cover this period.

Holiday entitlement not taken during the year may not be carried forward and no payment in lieu thereof will be made.

There are no limits for seeking approval of holiday but you are advised to submit requests for holiday as early as possible. It may not be possible to approve late requests. Regulation 15 of the Working Time Regulations 1998 will not apply.

On termination of employment by due notice payment will be made for holiday accrued but not taken prior to the date of leaving and a refund or deduction shall be made in respect of any holiday taken in excess of the days accrued. Where the employment is terminated without notice but with a payment in lieu of notice then any payment in respect of accrued holiday entitlement shall be reduced by the amount of the payment in lieu of notice. If the payment in lieu of notice exceeds the payment in respect of holidays accrued then such reduction shall have the effect of extinguishing any rights to accrued holiday pay.

8. **Notice**

The period of notice to terminate your employment is:

- a) if given by the Company 12 weeks; or
- b) if given by you 12 weeks

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Notice shall be given in writing, by you to your responsible manager by hand or by post, and by the Company to you by hand or by post. Notice does not apply to retirement on or after reaching normal retirement date. During any period of notice whether given by the Company or by you, the Company reserves the right to require you to cease to perform some or all of your duties and during such period you will be deemed to be on "garden leave" while remaining:

- i) available for consultation and attendance and
- ii) subject to your obligation not to damage the interests or reputation of the Company in accordance with the conditions contained herein concerning confidentiality, inventions and other interests.

9. **Sickness/Injury Absence**

Any entitlement to sick pay above the statutory entitlement is at the absolute discretion of the company.

In the event of absence from work through illness or injury, you should contact your Manager as soon as possible and by 10.00a.m. at the latest. If you are unable to do this yourself you should ask someone to phone or bring in a message for you. You should confirm the reason why you will not be attending work and indicate the likely length of your absence. Failure to notify the Company in this way may result in disciplinary action.

On your return to work you will be expected to undertake a return to work interview with your Manager at which the reason for your absence, any medical advice sought and medication taken, will be discussed.

Statutory Sick Pay (SSP) is claimable from the Company if you are sick for at least 4 or more days in a row. SSP payments are subject to a maximum limit of 28 weeks.

10. **Pension**

You are a member of the Company's Executive contributory pension scheme. All permanent employees over age 18 and under 64 are eligible to join the Scheme. Employees are required to contribute 2.5% of basic salary (tax-deductible under current taxation arrangements) and the company contributes 10%. You are advised that by signing this contract of employment you authorise the Company to make a deduction of 2.5% of basic pay, i.e. excluding any overtime, commission, bonus, payments in lieu of holiday or any other special payments. Pension scheme deductions are made at each salary payment date.

If you decide to leave the Scheme at any time you should be aware that re-admission is at the absolute discretion of the Company.

The Scheme is governed by a Trust Deed and Rules which can be amended or updated from time to time.

The rules and the benefits which accrue from participation do not create any contractual entitlement.

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11. **Medical Insurance**

You are a member of the Company's Private Medical Insurance Scheme currently arranged through Manor House Healthcare though the Company may arrange such insurance through any other provider as it thinks fit. The scheme will provide such cover as the Company may in its discretion determine in respect of the cost of private medical treatment provided for within the scheme and subject also to the rules of the scheme which may be varied for time to time.

Cover will be restricted to yourself.

The cost of your participation in the Scheme is borne by the Company and is treated as a "benefit in kind" by the Inland Revenue. Participants will therefore be liable to tax assessed on the premium attributable to their category of membership.

12. **Company Car**

You are entitled to the provision of a car in accordance with the Company Car Policy, a copy of which is enclosed. The Policy also sets out the procedure for opt-out of the provision of a company car which you have elected to do. In the event of your returning to a Company provided vehicle, under the terms of the Company Car Policy, the Company will be responsible for all running costs including maintenance, insurance, tax, MOT costs and fuel. You will be responsible for ensuring that

- i) the vehicle is at all times in the state and condition required by law and that where applicable a test certificate in relation to the vehicle is in force
- ii) the Company Car Policy is complied with at all times.

The Company reserves the right to re-allocate a vehicle from its existing fleet in appropriate circumstances.

13. **Disciplinary Rules and Grievance Procedure**

The Company aims to ensure that there will be a fair and systematic approach to the enforcement of standards and conduct and performance affecting all grades of employees within the Company regardless of age, sex, race, religion, colour or ethnic origin. The Company's aim is to encourage and help all employees to reach the required standards. If these standards are not attained and constantly maintained, or employees deviate from acceptable behaviour it may be necessary for either or both informal and formal disciplinary action to be taken as follows:

Informal disciplinary action

Minor breaches of Company discipline, misconduct, poor timekeeping etc. will result in an oral warning given by the immediate Manager. It is expected that in such cases an oral warning will quickly resolve most problems.

Formal disciplinary action

Where there is a more serious case of misconduct or an employee fails to improve and maintain improvement with regard to conduct or job performance a disciplinary interview will be conducted by the employee's immediate Manager and, if different, the Company's General Manager. The employee may be accompanied by a colleague.

if he/she so chooses.

The employee will be informed in writing of the nature of the complaint and such evidence as may exist (at least 2 working days before the interview where possible).

The employee will be invited to give an explanation of the matter.

If it is decided that disciplinary action should be taken the employee will be informed of the decision and later given a letter in confirmation. The letter should be issued within 3 working days of the interview where possible.

The employee may be suspended with pay while the circumstances of any complaint are investigated.

Instant dismissal

In certain circumstances an employee may be summarily dismissed if it is established, after investigation and hearing the employee's version of the matter, that there has been an act of gross misconduct, major breach of duty or conduct that brings the company into disrepute.

In particular this includes (without being an exhaustive list):

- insubordination
- serious breach of safety rules potentially involving loss of life or limb
- theft
- fraud
- being under the influence of drink or drugs during working hours
- flagrant failure to follow Company procedures and regulations
- breach of duty regarding non-disclosure of confidential information
- deliberate damage to Company property or that of other employees
- disorderly or indecent conduct, fighting on Company premises, or threatening physical violence
- acts of incitement, harassment or discrimination on the grounds of sex, race, religion, colour or ethnic origin.

Alternatives short of dismissal may be considered

Appeals

The employee may appeal in writing to the appropriate Manager against any formal written warning within 5 working days of that action being taken.

If you have a grievance relating directly to your employment, whether or not relating to disciplinary action, you should give written notice of the grievance to your Manager who should respond, in writing, within 5 working days where possible.

Where the employee still remains dissatisfied, or the grievance relates to the employee's immediate Manager, the grievance should be referred to the Company's Directors. A decision, which will be final, will then be given within 10 working days where possible.

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14. **Confidentiality**
Except in the proper performance of your duties and without prejudice to your duty at common law to protect the confidential information of the Company, you shall not, during the period of your employment and for one year thereafter, directly or indirectly divulge to any person, or make use of any confidential information of the Company except with the express consent of the Company Directors. This restriction shall not apply to any information which has come into the public domain other than as a result of unauthorised disclosure.
15. **Other Interests**
Except with the prior written consent of the Company Directors, you will not, during the period of your employment, be directly or indirectly engaged, concerned or interested in the conduct of any other business except as a shareholder of not more than 5% of a listed company.
16. **Inventions**
Any discovery, invention, improvement, design or secret process made by you during the continuance of your employment whether or not in the course of such employment which is in any way related to or capable of being used or adapted for use in, the business of the Company shall belong to and be the absolute property of the Company.
17. **Smoking**
As a supplier to the food industry the Directors have decided that the Company's premises will, in the future, become a smoke-free environment. Accordingly smoking by employees, visitors and contractors will be forbidden on the Company premises. Until formal implementation smoking will be permitted in the kitchen area only.
18. **Date of Commencement**
You commenced employment with the Company on 6th March 2000.
19. **Employment Rights Act 1996**
The foregoing information constitutes a written statement of the terms of your employment in compliance with the provisions of the Employment Rights Act 1996.

Please sign below to confirm your acceptance of the terms.

Yours sincerely


PW Briggs
General Manager

Signed :  Date: 14-4-02

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APPENDIX A

1. Non-PVC sales to PJB customers attract a commission of 0.2%
2. PVC sales to PJB customers attract a commission of 0.15%
3. Net profit from sales to PJB customers attracts a commission of 1.5%.

PAID WITH 1st SALARY AFTER EACH CALENDAR QUARTER.

COMPANY'S DEFINITION OF SALES AND NET PROFIT IS FINAL.

For 2002 only there is a guaranteed minimum annual commission of £3,000. This guaranteed minimum lapses from 1.1.03.

Employees' inventions

Right to
employees'
inventions.

39.—(1) Notwithstanding anything in any rule of law, an invention made by an employee shall, as between him and his employer, be taken to belong to his employer for the purposes of this Act and all other purposes if—

- (a) it was made in the course of the normal duties of the employee or in the course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of his duties; or
- (b) the invention was made in the course of the duties of the employee and, at the time of making the invention, because of the nature of his duties and the particular responsibilities arising from the nature of his duties he had a special obligation to further the interests of the employer's undertaking.

(2) Any other invention made by an employee shall, as between him and his employer, be taken for those purposes to belong to the employee.