

Docket No. 01-461

FORM PTO-1595

RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

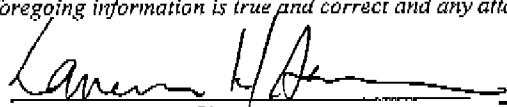
To The Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Innovation TK Limited Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: Cintel International Limited Address: Watton Road City: Ware State: Hertfordshire Country: England Zip: SG12 OAE Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: September 12, 2002	

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: <table style="width: 100%;"> <tr> <td style="width: 50%;"> A. Patent Application No.(s) 09/827,735 </td> <td style="width: 50%;"> Filing Date April 6, 2001 </td> </tr> <tr> <td colspan="2"> B. Patent No.(s) </td> </tr> </table> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		A. Patent Application No.(s) 09/827,735	Filing Date April 6, 2001	B. Patent No.(s)	
A. Patent Application No.(s) 09/827,735	Filing Date April 6, 2001				
B. Patent No.(s)					

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Lawrence H. Aaronson Registration No.: 35,818 Company Name: McDonnell, Boehnen, Hulbert & Berghoff LLP Street Address: 300 South Wacker Drive - 32 nd Floor City: Chicago State: Illinois Country: U.S.A. ZIP: 60606	6. Total number of applications and patents involved: 1 7. Total Fee (37 CFR 3.41)\$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 13-2490
---	---

DO NOT USE THIS SPACE

9. Statement and signature. <i>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.</i>	
Lawrence H. Aaronson Printed Name of Person Signing	 Signature
Date: April 25, 2005	

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
PO Box 1450
Alexandria, Virginia 22313-1450

700173768

PATENT
REEL: 016150 FRAME: 0017

CH \$40.00 132490 09827735

emw^{law}

DATED 12th September 2002

- (1) INNOVATION TK LIMITED
- (2) CINTEL INTERNATIONAL LIMITED
- (3) G.P BUSHBY AND M.J. WILSON

DEED OF ASSIGNMENT

$\alpha\beta\chi$

DEED OF ASSIGNMENT**DATED** *12th September* 2002**BETWEEN**

1. **INNOVATION TK LIMITED** a company registered in England with company number 2997785 (the "Assignor") acting by its Joint Administrators **GRAHAM PAUL BUSHBY** and **MARK JOHN WILSON** of Baker Tilly of 5th Floor, Exchange House, 446 Midsummer Boulevard, Central Milton Keynes, MK9 2EA (the "Administrators");
2. **CINTEL INTERNATIONAL LIMITED** a company registered in England with company number 4053340 whose registered office is at Watton Road, Ware, Hertfordshire, SG12 0AE (the "Assignee"); and
3. **THE ADMINISTRATORS.**

WHEREAS

Pursuant to an assets sale agreement between the parties of even date herewith (the "Agreement") the Assignor (acting by the Administrators) has agreed to assign such right, title and interest as it may have in the Intellectual Property (as defined in the Agreement) to the Assignee.

IT IS AGREED THAT:**1 Assignment**

Pursuant to the Agreement the Assignor now assigns and transfers to the Assignee such right title and interest as the Assignor may have in the Intellectual Property..

2 Goodwill

The Assignor confirms that this Assignment includes the goodwill (if any) in or attaching to the Intellectual Property.

3 Further Assurance

The Assignor and the Administrators (for so long as they are administrators of the Assignor) shall, at the sole expense of the Assignee and subject to the provisions of this Assignment and the Agreement, execute such further assurances and do such further acts and things (insofar as they may reasonably be able and empowered so to do) as shall be reasonably necessary to secure the vesting in the Assignee of all rights assigned to the Assignee under this Assignment

4 No Representations and Warranties

- 4.1 The Assignee acknowledges and agrees that no representations, warranties, statements or conditions (whether written or oral) have been made or given to it by the Assignor or the Administrators, or their employees, advisors, agents, partners and representatives, or any of them as part of the terms hereof or as inducement to enter into this Assignment and that, save as expressly included herein, all representations, warranties, statements and conditions, express or implied, statutory or otherwise in respect of (whether directly or indirectly) the subject matter of this Assignment and any of the agreements, covenants and acknowledgements herein are expressly excluded.
- 4.2 The Assignee further acknowledges and agrees that it has been given every opportunity to, and has satisfied itself as to the subject matter of this Assignment and the covenants, acknowledgements and agreements given by it herein, including (without limiting the generality of the foregoing) as to the effect and the terms and conditions of this Assignment and the obligations and liabilities hereunder, whether known or unknown, performed or unperformed, and that no reliance has been placed in this regard or in connection with the subject matter of this Assignment on any act, omission, statement or silence of the Assignor and the Administrators or their employees, advisors, agents, partners and representatives.

5 Administrators

Notwithstanding that this Assignment shall have been executed by or on behalf of the Administrators on behalf of the Assignor, it is hereby expressly agreed and declared by all the parties that the Administrators act purely as agents of the Assignor and that as such no personal liability under and in connection with this Assignment shall fall on the Administrators or their firm, partners or staff. The parties further agree that the Administrators are parties to this Assignment in their personal capacities only for the purpose of receiving the benefit of this clause 5 and the benefit of the exclusions, limitations, undertakings, covenants and indemnities in their favour in this Assignment and for giving the further assurance in clause 3.

6 Jurisdiction

This Assignment is governed by the laws of England and the parties accept and submit to the exclusive jurisdiction of the English courts.

7 Counterparts

This Assignment may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

EXECUTED as a deed today

EXECUTED as a DEED
for and on behalf of
INNOVATION TK LIMITED
by one of the Administrators
as its agent without personal liability
in the presence of:

)
)
)
)
)



006/016

..... John Brown Signature of Witness

..... M. Cross Name of Witness

..... 5555 Home Address of Witness

..... (S) North 1st Street

..... MILTON KING REG. BUREAU

..... Solicitor Occupation of Witness

EXECUTED as a DEED

by
CINTEL INTERNATIONAL
LIMITED acting by

)
)
)
)

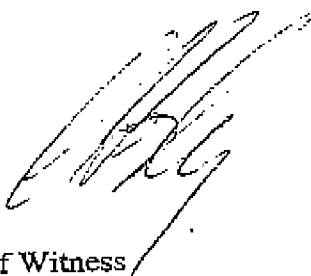
Director

Director/Secretary

EXECUTED as a DEED by
GRAHAM PAUL BUSHBY

for the Administrators
without personal liability
in the presence of:

)
)
)
)



..... W. C. L... Signature of Witness

..... M. CRANE Name of Witness

..... S. CRANE HOME Address of Witness

..... 151 NORTH 17TH STREET

..... MILTON KINGS MKG BAK

..... SOLE MGR Occupation of Witness

SEP-2002 19:19 FROM HALLIWELL LANDAU

TO 901908236753

P.23/39

EXECUTED as a deed today

EXECUTED as a DEED
for and on behalf of
INNOVATION TK LIMITED
by one of the Administrators
as its agent without personal liability
in the presence of:

..... Signature of Witness

..... Name of Witness

..... Address of Witness

..... Occupation of Witness

EXECUTED as a DEED
by
CINTEL INTERNATIONAL
LIMITED acting by

Director



Director/Secretary



25-04-2005 13:45

FROM-Cintel Sales

+441920463221

T-148 P.002/009 F-127

DATED 12th September 2002

- (1) INNOVATION TK LIMITED
- (2) CINTEL INTERNATIONAL LIMITED
- (3) G.P. BUSHBY AND M.J. WILSON

ASSETS SALE AGREEMENT

EMIW law
Seckloe House
101 North 13th Street
Milton Keynes
MK9 3NX

~~Printed 11.09.02~~ EMIW law

25-04-2005 13:45 FROM-Cintel Sales

+441820463221

T-148 P.008/009 F-127

THIS AGREEMENT is made on

12th September 2002

BETWEEN:

- (1) INNOVATION TK LIMITED (Company Number 02997785) ("the Vendor") acting by its Joint Administrators GRAHAM PAUL BUSHEY and MARK JOHN WILSON of Baker Tilly of 5th Floor, Exchange House, 446 Midsummer Boulevard, Central Milton Keynes MK9 2EA ("the Administrators")
- (2) CINTEL INTERNATIONAL LIMITED (Company Number 04053340) whose registered office is at Watton Road, Ware, Hertfordshire SG12 0AE acting by PETER GILES director thereof and duly authorised to sign this Agreement on its behalf ("the Purchaser")
- (3) THE ADMINISTRATORS

1. INTERPRETATION

- 1.1 In this Agreement and the Schedules hereto and the lists attached hereto the following expressions shall unless the context otherwise requires have the meanings following:

"Assets"	means all and any of the Goodwill, the Intellectual Property, the Machinery, the Fixtures and Fittings and the Stock
"the Business"	means the business of manufacturing Telcaine machines carried on by the Vendor
"Business Day"	means a day (other than a Saturday or Sunday) on which banks are generally open for business in London
"the Clearing Bank"	means a bank which is a member of CHAPS Clearing Company Limited
"Completion"	means completion of the sale and purchase in accordance with clause 6 hereof
"the Completion Date"	means the date of this Agreement

25-04-2005 13:45 FROM-Cintel Sales

+441920463221

T-148 P.004/000 F-127

"the Customers"	means those third parties to whom the Vendor supplies or has supplied goods and/or services
"the Debts"	means any and all book and other debts of the Vendor and forms of monetary indebtedness of third parties to the Vendor and monetary rights of the Vendor (whether by way of set-off counterclaim or otherwise) against third parties
"the Excluded Items"	means those items owned by third parties which are used by the Vendor in the Business short particulars of which are set out on the list attached hereto, marked "A", and initialled for identification by or on behalf of the parties
"the Fixtures and Fittings"	means the fixtures and fittings owned by the Vendor and used in the Business short particulars of which are set out on the list attached hereto marked "A" and initialled for identification by or on behalf of the parties
"the Goodwill"	means the goodwill relating to the Business including, but not limited to, details of outstanding orders and enquiries received by the Vendor from the Customers and/or third parties, quotations submitted by the Vendor to third parties together with the right insofar as the Vendor can grant the same for the Purchaser to represent itself as carrying on the Business in succession to the Vendor
"the Intellectual Property"	means the intellectual property owned by the Vendor and relating to the Business including, without limitation, (if any) patents, trade marks, service marks, registered designs, trade, business and domain names, unregistered trade marks and service marks, copyrights and all know-how, rights in the designs, trade secrets, techniques, inventions and confidential information, customer and supplier lists and other proprietary knowledge and information and all rights and forms of protection of a similar nature or having

25-04-2005 13:48 FROM-Cintel Sales

+441920463221

T-148 P.005/068 F-127

equivalent or similar effect to any of these which may subsist anywhere in the world for the full term thereof, and any renewals or extensions

"the Leased Items"

means those items owned by third parties which are used by the Vendor in the Business which are the subject of lease/rental/hire agreements between such third parties and the Vendor

"the Machinery"

means the machinery short particulars of which are set out on the list attached hereto marked "B" and initialled for identification by or on behalf of the parties (hereafter referred to as "List B")

"the Stock"

means all the raw materials of the Vendor relating to the Business at Completion short particulars of which are set out on the list attached hereto marked "B" and initialled for identification by or on behalf of the parties

"the Property"

means Scott House, Hagsdell Road, Herts SG13 8BG

"the Purchaser's Solicitors"

means Halliwell Landau of St James's Court, Brown Street, Manchester M2 2JF

"the Administrators' Solicitors"

means emw law of Seckloe House, 101 North 13th Street, Milton Keynes MK9 3NX

- 1.2 Words and expressions the definitions of which are contained in the Law of Property Act 1925 and/or in the Land Registration Act 1925 and/or in the Companies Act 1985 and/or in the Insolvency Act 1986 and/or in the Insolvency Rules 1986 (as amended) shall be construed as having the meanings thereby attributed to them
- 1.3 The references to any statute statutory instrument or regulation shall be construed as references to that provision as respectively amended extended consolidated or re-enacted (whether before or after the date hereof and whether with or without modification) from time to time and shall include any orders regulations instruments or other subordinate legislation made under the relevant statute or provision
- 1.4 The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa and references to persons shall include corporations

25-04-2005 13:48 FROM:Cintai Sales +441820489221 T-149 P.006/009 F-127

- 1.5 The headings are inserted for convenience only and shall not affect the construction of this document
- 1.6 "subsidiary" and "holding company" shall have the meanings ascribed to them in sections 736 and 736A of Companies Act 1985 and shall include respectively any "parent undertaking" and any "subsidiary undertaking" as defined in sections 258, 259 and 260 of Companies Act 1985
- 2. **RECITALS**
 - 2.1 The Vendor (acting by the Administrators) has agreed to sell and the Purchaser has agreed to purchase the Assets with effect from Completion upon the terms of this Agreement
 - 2.2 The Purchaser is entering into this Agreement having made such inspection of the Assets as it thinks fit, on the basis of a purchase by it of the Assets in their present state and condition, and in full knowledge and acceptance of the terms and conditions of this Agreement and in particular (but without limitation) of the fact that the price to be paid by it hereunder will be calculated and agreed on the acknowledged basis that (save only as provided herein) the risk of good title not passing hereunder to the Purchaser is the Purchaser's alone and that since it is contracting with a company in administration the terms hereof are reasonable
 - 2.3 The Administrators were appointed as joint administrators of the Vendor pursuant to petition number 965 of 2002 by order of the Court dated 18 July 2002

3. **SALE OF ASSETS**

- 3.1 The Vendor shall sell and the Purchaser shall purchase with effect from Completion (subject to clause 6.3 and following) such right title and interest as the Vendor may have in:
 - 3.1.1 The Goodwill
 - 3.1.2 The Intellectual Property
 - 3.1.3 The Machinery
 - 3.1.4 The Stock
 - 3.1.5 The Fixtures and Fittings

4-2005 19:48 FROM-Cintel Sales

+441820463221

T-148 P.007/008 F-127

- 3.2 In respect of any of the Assets if it is established to the satisfaction of the Administrators that any of the Assets are subject to a charge lien or other encumbrance or that the Vendor is unable to pass good title therein to the Purchaser then the Administrators may (at their unfettered option) elect by notice in writing to the Purchaser to exclude such asset from this Agreement whereupon the Purchaser shall be deemed to have waived and relinquished such title (if any) as it may have acquired to such asset
- 3.3 If the title of the Vendor to any of the Assets shall be called into question (whether in any proceedings or otherwise) by any third party following Completion, the Purchaser shall allow to the Administrators and their servants authorised agents and invitees immediate access to such Assets to inspect the assets in question during normal business hours for the purpose of resolving such question and of ascertaining whether the election contained in clause 3.2 falls to be made
- 3.4 In respect either of any of the Assets excluded from this Agreement by the Administrators pursuant to clause 3.2 or of any items not included in the sale hereunder the Purchaser undertakes with the Vendor and the Administrators and each of them:
- 3.4.1 Not, after the date of election in respect of any items excluded pursuant to the provisions of clause 3.2 and after Completion in respect of any items not included in the sale hereunder to hold itself out as the owner of such items, nor sell, offer for sale, assign, charge or create a lien on the same or any of them and that it will keep them in its own possession at its own expense and in as good repair and condition as they are at Completion
- 3.4.2 To permit access to and the removal of such items to/by the Administrators or to/by the owner(s) of such items forthwith on written demand by the Administrators and to indemnify henceforth and keep indemnified the Vendor and the Administrators and each of them from and against all claims demands expenses proceedings liabilities and costs whatsoever arising by reason directly or indirectly on account of the giving of possession of such assets and/or items to the Purchaser
- 3.4.3 If, in respect of any of the Assets excluded pursuant to the provisions of clause 3.2, at the date of exclusion such of the Assets have been utilised or sold on to third parties by the Purchaser then the Purchaser will pay to the Administrators on demand the proceeds of sale attributable to such of the Assets and if such sale or utilisation was otherwise than in the ordinary course of business of the Purchaser the Purchaser shall pay to the Administrators on demand the market value (if any) of such of the Assets, (if greater) (and, in the case of dispute, the

25-04-2005 13:47

FROM-Cintel Sales

+441020463221

T-143 P.008/009 F-127

market value (if any) shall be determined by Messrs Edward Symmons whose certification shall be final and binding upon the parties and who shall act as experts and not arbitrators and whose fees and disbursements shall be borne by the Vendor and the Purchaser in such proportions as such firm shall decide)

3.5 It is hereby acknowledged by the Purchaser that the sole risk of there not being good title to the Assets and/or the sole risk of their being subject to a charge lien or other encumbrance is the Purchaser's and its alone

3.6 In respect of any claims by third parties as to title to any of the Machinery, Qualified Machinery and Stock ("a Claim"), the Vendor shall, for the avoidance of doubt, continue to have conduct of any Claim provided that:-

3.6.1 it shall inform the Purchaser of the terms of any proposed settlement of the Claim at least 7 days prior to settling the Claim; and

3.6.2 prior to settling the Claim it shall take into account (acting reasonably) all reasonable comments and suggestions made by the Purchaser in respect of the Claim.

4. EXCLUDED ITEMS/ASSETS

For the avoidance of doubt only (and not by way of limitation) it is hereby agreed and declared that the following items/assets are excluded from the sale to the Purchaser hereby agreed:

- 4.1 The Debts together with all cheques bills notes and securities for the same
- 4.2 All cash of the Vendor whether at bank or in hand at Completion
- 4.3 The Property and any rights and/or liabilities the Vendor may have in the same
- 4.4 Any actual or potential claim whatsoever made or capable of being made by the Vendor and/or the Administrators
- 4.5 Any shares in or securities of any body corporate
- 4.6 All monies and deposits (if any) and the rights to use the same which may have been received by the Vendor and/or the Administrators on account of the Vendor's obligations in respect of the contractual obligations or other obligations of the Vendor
- 4.7 The Excluded Items.

25-04-2005 13:47 FROM:Cintel Sales +441920463221 T-148 P.009/009 F-127

- 4.8 The Leased Items
- 4.9 Any liabilities of the Vendor which are not specifically included in the sale by any provisions of this Agreement
- 4.10 Any other assets of the Vendor which are either not included or specifically excluded in the sale by any provisions of this Agreement

5. **CONSIDERATION**

- 5.1 The consideration for the Assets and the obligations undertaken by the Vendor and/or the Administrators in this Agreement shall be the Purchase Price and the obligations of the Purchaser
- 5.2 The Purchase Price shall be £920,000 (nine hundred and twenty thousand pounds) ("the Purchase Price") attributed as follows plus a sum for the Stock determined in accordance with Schedule 1:
 - 5.2.1 For the Goodwill the sum of £450,000
 - 5.2.2 For the Intellectual Property the sum of £150,000
 - 5.2.3 For the Machinery the sum of £300,000 (£50,000 per machine)
 - 5.2.4 For the Fixtures and Fittings the sum of £20,000
- 5.3 The Purchase Price shall be paid as follows:
 - 5.3.1 For the Intellectual Property £100,000 in cash on Completion
 - 5.3.2 For the Fixtures and Fittings £20,000 in cash on Completion
 - 5.3.3 For the Machinery referred to on List B and identified by serial number M006 £50,000 in cash on Completion
 - 5.3.4 For the Machinery referred to on List B and identified by serial number M027 £50,000 in cash on Completion
 - 5.3.5 For the Machinery referred to on List B and identified by serial number M028 £50,000 in cash on Completion
 - 5.3.6 For the Machinery referred to on List B and identified by serial number M029 £50,000 in cash on Completion