

7/8'

07-12-2005

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RECO



Docket No.: 1145-1-001

103038826

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):**

APPLIED VISION LIMITED

APRIL 1, 2001

Execution Date(s)

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance:**

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☒ Other PURCHASE AGREEMENT ATT'D.

**4. Application or patent number(s):**

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

6,143,143

Additional numbers attached? ☐ Yes ☒ No

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

Name: David A. Jackson, Esq.

Internal Address:

Street Address: Klauber & Jackson LLC

411 Hackensack Ave., 4th Floor

City: Hackensack

State: NJ Zip: 07601

Phone Number: 201-487-5800

Fax Number: 201-343-1684

Email Address: info@kjiplaw.com

**9. Signature:**

*David A. Jackson*

Signature

David A. Jackson, Esq., Reg. No. 26,742

Name of Person Signing

**6. Total number of applications and patents involved:**

1

**7. 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 11-1153

Authorized User Name \_\_\_\_\_

July 6, 2005

Date

Total number of pages including cover sheet, attachments, and documents:

Documents 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, V.A. 22313-1450

PATENT  
REEL: 016745 FRAME: 0491

*Agreement for purchase of business from BOC Group  
to Applied Vision Limited dated 1 April 2001*  
*Boydell 5/4/01*

EFFECTIVE FROM 1 APRIL 2001

EDWARDS HIGH VACUUM INTERNATIONAL LIMITED (PURCHASER)

APPLIED VISION LIMITED (SELLER)

---

AGREEMENT FOR PURCHASE OF  
THE ENTIRE BUSINESS AND ASSETS OF  
APPLIED VISION LIMITED

---

*BOC Group Legal Department  
Chertsey Road  
Windlesham  
Surrey GU20 6HJ*

*Tel: 01276 477222  
Fax: 01276 471333*

WE HEREBY CERTIFY THAT THIS  
IS A TRUE AND EXACT COPY OF  
THE ORIGINAL DOCUMENT.

*Bailey Walsh & Co*  
\_\_\_\_\_  
BAILEY WALSH & Co.

**THIS AGREEMENT is effective from 1 April 2001 and is made BETWEEN**

- 1) EDWARDS HIGH VACUUM INTERNATIONAL LIMITED ("EHVI") a company incorporated in England (registered no. 1148654) whose registered office is at Chertsey Road, Windlesham, Surrey GU20 6HJ (the "Purchaser")
- 2) APPLIED VISION LIMITED ("AVL") a company incorporated in England (registered no 2649820) whose registered office is at Chertsey Road, Windlesham, Surrey GU20 6HJ ("Seller")

**WHEREAS**

AVL owns the Business and wishes to sell it to EHVI, and EHVI has agreed to purchase the Business on the terms and conditions of this Agreement.

**IT IS AGREED as follows:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 In this Agreement:**

"Agreement"	means this agreement and any schedules and attachments hereto, and any amendments agreed in writing between the parties
"Assets"	means the property, assets and rights of the Business to be sold and purchased as specified in clause 2.1.
"Book Debts"	means all the trade and other debts owed to the Seller at the Transfer Date in connection with the Business.
"Business"	means the business presently carried on by the Seller.
"Cash Float"	means any cash balances of the Seller however and wherever held at the Transfer Date in connection with the Business.
"Completion"	means 1 April 2001.
"Creditors"	means the aggregate amount owed by the Seller in connection with the Business to any person as at the Transfer Date as recorded in the books of account relating to the Business as at the Transfer Date.
"Customer Contracts"	means the contracts entered into by the Seller with the customers of the Business prior to the Transfer Date.
"Employees"	means the persons being all the permanent employees of the Seller at the Transfer Date for the purposes of the Business.
"Fixed Assets"	means all plant, machinery, racking, tools, equipment, vehicles, office furniture, and other fixtures and fittings and tangible

assets used at the Transfer Date by the Seller for the purpose of the Business.

"Goodwill" means the goodwill of the Seller in relation to the Business, together with the exclusive right for the Purchaser or its assignee to represent itself as carrying on the Business in succession to the Seller, and all trade names associated with the Business.

"Industrial Property Rights" means all industrial and intellectual property rights of the Seller including, without limitation, the patents, trade marks, registered designs and copyrights in any part of the world and the copyright in all drawings, plans, specifications, designs and computer software owned by the Seller and used in or for the purposes of the Business and all know-how and confidential information so owned and used.

"Lease Contracts" Means all the contracts entered into by the Seller prior to the Transfer Date pursuant to which tangible assets used by the Seller in connection with the Business at the Transfer Date (other than the Leasehold Properties) have been supplied to or are held by the Seller on hire or other rental, lease, licence, hire-purchase, or on other terms such that title thereto will not at the Transfer Date be vested in the Seller.

"Leased Assets" Means the assets which are the object of the Lease Contracts.

"Lease" Means the leases under which the Leasehold Properties are held.

"Loan" Means the Loan owing from AVL to The BOC Group plc, the principal and interest owing at the Transfer Date being £1,300,000.

"Net Book Debts" means Book Debts less Creditors.

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 1981.

"Stock" means (i) Stock of parts, spares and consumables held by the Seller at the Transfer Date for the purposes of or in connection with the Business, including items which, although subject to reservation of title by the sellers, are under the control of the Seller.

"Transfer Date" means 1 April 2001.

1.2 References to a statutory provision shall be construed as including references to:

1.2.1 any statutory modification, consolidation or re-enactment (whether before or after today's date) for the time being in force;

1.2.2 all statutory instruments or orders made pursuant to it;

1.2.3 any statutory provisions of which it is a consolidation, re-enactment or modification.

1.3 Except where the context otherwise requires: words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include firms and corporations and vice versa.

## **2. AGREEMENT FOR SALE**

2.1 The Seller shall sell as beneficial owner and the Purchaser shall purchase free from all liens charges and encumbrances as at the Transfer Date the Business as a going concern, on a walk-in-walk-out basis, including, but without limitation, the following:

- a) the Goodwill;
- b) the Fixed Assets;
- c) ~~the Stock;~~
- d) Net Book Debts;
- e) the Loan;
- f) the Industrial Property Rights; and
- g) the Cash Float.

## **3. PURCHASE CONSIDERATION**

3.1 The consideration for the sale by the Seller of the Business and the Assets shall be the aggregate of the values of the Goodwill, the Properties, the Fixed Assets, the Contracts and the Industrial Property Rights as stated in Schedule 1 and of the value of the Net Book Debts, Stock and the amount of the Cash Float as determined in accordance with clause 5, LESS the value of the Loan.

3.2 The parties agree to change the value of Goodwill, Stock, or Fixed Assets at the Transfer Date to correspond with changes required by the Auditors of the Seller to the balance sheet of the Seller as at 31 December 2000. In such case the parties shall make the required adjustment of consideration inter se.

3.3 The parties further agree that if there is an adjustment to the consideration paid by BOC Netherlands Holdings Limited for the shares in AVL (pursuant to the agreement of 20 December 2000), the values in Schedule 1 may be further adjusted as agreed between AVL and EHVI.

3.4 The consideration shall be paid in cash, or left outstanding on inter-company account.

## **4. COMPLETION**

4.1 The sale and purchase shall be effective on Completion. At Completion, the actions required by this clause 4 shall be undertaken by the parties.

4.2 The Seller shall deliver to the Purchaser, at the principal office of the Business, such of the Assets as are capable of being transferred by delivery.

- 4.3 The Seller shall cause to be delivered or (if so requested by the Purchaser) made available to the Purchaser:
- 4.3.1 all its books of account, stock and other records, information relating to customers and suppliers (including without limitation a list of all the customers of the Business during the last two years, a list of purchasers to which outstanding quotations have been given and a list of unfulfilled orders as at the Transfer Date), relevant computer programmes and other books and documents which relate to the Business (other than minute books relating to directors' and shareholders' meetings and statutory books);
  - 4.3.2 all its designs and drawings, plans, instructional and promotional material, sales publications, advertising materials, terms and conditions of sale and other technical material and sales matter which relate to the Business, together with any plates, blocks, negatives and similar material relating to them;
  - 4.3.3 all and records of National Insurance and PAYE relating to all the Employees duly completed and up to date;
  - 4.3.4 all personnel files, payroll records and listings, and absentee and other records relating to the Employees and their terms and conditions of employment.
  - 4.3.5 the value added tax records referred to in clause 10.2;
- 4.4 The Purchaser may in its absolute discretion waive any requirement contained in clauses 4.2 or 4.3.
- 4.5 If any or all of the transactions set out in clauses 4.2 or 4.3 do not take place as provided, the Purchaser may rescind this Agreement without any liability on its part, and without prejudice to any other remedy it may have.

## **5. STOCK AND CASH FLOAT**

- 5.1 The parties shall jointly procure that:
- 5.1.1 the value of the Net Book Debts and the Stock as at the Transfer Date is determined using generally accepted accounting principles in the United Kingdom, but reduced by the amount of any prepayments or deposits received by the Seller or payable to it under the Contracts prior to the Transfer Date;
  - 5.1.2 the amount of the Cash Float is determined.
- 5.2 The amounts agreed or determined under the foregoing sub-clauses shall (to the extent agreed) be paid to the Seller forthwith upon their being agreed and (as to any balance) upon the amount being determined.
- 5.3 The Seller shall be liable for the payment of all sums which were outstanding at the Transfer Date in respect of items included in the Stock.

## **6. DEBTORS**

- 6.1 The Seller shall forthwith supply to the Purchaser full details of the Book Debts.
- 6.2 The Seller hereby assigns the Book Debts to the Purchaser and the Purchaser accepts assignment of the same. The Seller and the Purchaser shall take all reasonable steps to notify the debtors associated with the Book Debts and take any other steps required to make this assignment effective.

## **7. CREDITORS AND THE LOAN**

- 7.1 The Seller shall forthwith supply to the Purchaser full details of the Creditors.
- 7.2 The Seller hereby assigns the Creditors and the Loan to the Purchaser and the Purchaser accepts assignment of the same. The Seller and the Purchaser shall take all reasonable steps to notify the creditors and lender associated with the Creditors and the Loan and take any other steps required to make this assignment effective.

## **8. CONTRACTS**

- 8.1 The Purchaser shall perform and discharge the outstanding obligations and liabilities of the Seller under the Contracts, except for any obligations or liabilities attributable to a breach on the part of the Seller.

## **9. EMPLOYEES**

- 9.1 The Seller warrants that it has complied with the provisions of Regulation 10 of TUPE.
- 9.2 The Seller shall indemnify the Purchaser against any order to pay compensation made pursuant to TUPE provided that the order is not made as a result of any act or omission of the Purchaser.
- 9.3 All salaries and other emoluments, including holiday pay, tax and national insurance payments and contributions to retirement benefit schemes, relating to the Employees shall be borne by the Seller up to the Transfer Date. All necessary apportionment's shall be made, and the Seller shall indemnify the Purchaser against any claims, demands, liabilities, damages or expenses arising in respect of such payments.

## **10. VALUE ADDED TAX**

- 10.1 The Parties shall use all reasonable endeavours to procure that the sale of the Business is deemed to be a transfer of a business as a going concern for the purposes of the Value Added Tax Act 1994 s49.
- 10.2 The Seller shall forthwith deliver to the Purchaser all the records of the Business for value added tax purposes which are required by the Value Added Tax Act 1994 s 49(1)(b) to be preserved by the Purchaser.

- 10.3 The Purchaser shall for a period of not less than 6 years from the Transfer Date preserve the records delivered to it by the Seller and, upon reasonable notice during normal business hours, make them available to the Seller or its agents.

## **11. INSURANCE**

- 11.1 Effective on Completion, the Seller shall cancel all existing insurance policies held by the Seller in respect of the Assets.

## **12. TITLE AND APPORTIONMENT**

- 12.1 The Seller shall take all necessary steps and co-operate fully with the Purchaser to ensure that the Purchaser obtains the full benefit of the Business and the Assets, and shall execute such documents and take such other steps (or procure other necessary parties so to do) as are necessary or appropriate for vesting in the Purchaser all its rights and interests in the Business and the Assets.
- 12.2 Insofar as the Assets comprise the benefit of contracts which cannot effectively be assigned to the Purchaser without the consent of a third party or except by a novation agreement:
- 12.2.1 the Seller and the Purchaser shall use all reasonable endeavours to obtain consent or to procure a novation;
- 12.2.2 unless and until consent is obtained or the contracts are novated the Purchaser shall, for its own benefit and to the extent that the contracts permit, perform on behalf of the Seller (but at the Purchaser's expense) all the obligations of the Seller arising after the Transfer Date (insofar as they have been disclosed to the Purchaser) and indemnify the Seller against all costs, proceedings, claims, demands and expenses which may be incurred by the Seller as a result of any act, neglect, default or omission on the part of the Purchaser to perform or comply with any such obligation of the Sellers which falls to be performed after the Transfer Date.

## **13. ASSIGNMENT**

- 13.1 The Purchaser and its successors in title and assigns shall be entitled to assign in whole or in part the benefit of this Agreement without the consent of the Seller.

## **14. INFORMATION**

- 14.1 The Seller shall preserve all information, records and other documents relating to the Business or the Excluded Assets for a period of not less than 3 years and upon reasonable notice by the Purchaser make such information, records and documents available for inspection by the Purchaser or its authorised agents at reasonable times during normal business hours.



## 15. ANNOUNCEMENTS

- 15.1 No announcement of any kind shall be made in respect of the subject matter of this Agreement except as specifically agreed between the Seller and the Purchaser, or if an announcement is required by The Stock Exchange. Any announcement by either party shall in any event be issued only after prior consultation with the other.

## 16. COSTS

- 16.1 All expenses incurred by or on behalf of the parties, including all fees of agents, solicitors, accountants employed by either of the parties in connection with the negotiation, preparation and execution of this Agreement shall be borne solely by the party which incurred them.

## 17. COMMUNICATIONS

- 17.1 Any notice or communication under this Agreement shall be sent to the parties at their respective addresses given at the beginning of this Agreement or such other addresses as may from time to time be notified.
- 17.2 Notices may be sent by first class post or recorded delivery mail or by telex or fax, and shall be deemed to be received, if sent by hand, telex or fax, one normal working hour (at the place of delivery) after delivery or transmission, and if by first class post or recorded delivery, the next working day but one after posting.

## 18. ENTIRE AGREEMENT

- 18.1 This Agreement shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to, and shall be binding upon each party's successors and assigns.

## 19. PROPER LAW

- 19.1 The construction, validity and performance of this Agreement shall be governed by the laws of England.

SIGNED AS AN AGREEMENT:



=====  
Name: Barry Halsall  
Title: Director  
For: Edwards High Vacuum International Limited

  
=====  
Name: Peter Johnson  
Title: Director  
For: Applied Vision Limited