

4-2307

04-25-2007

Docket No. 77810/JPW/PT

FORM PTO-1595 (Substitute)



U.S. DEPARTMENT OF COMMERCE

(Rev. 8-96)

103399245

Patent and Trademark Office

To the Honorable Commissioner of Patents

Original documents or copy thereof.

1. Name of conveying party(ies):

APV UK LIMITED

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

Name: BAKER PERKINS LIMITED

Internal Address:

Street Address: The Director General's House,  
Rockstone Place

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

City/State/Zip: Southampton

Country: United Kingdom

Zip: S0152EP

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Assignment☐ Change of Name☐ Other

Execution

Date(s): March 31, 2006

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date(s) of the application is (are):

A. Patent Application No.(s) 08/866,145

B. Patent No.(s) 6,015,101

Additional numbers attached? ☐ Yes ☒ No

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

Name: John P. White

Internal Address:

Street Address: Cooper &amp; Dunham LLP

1185 Avenue of the Americas

City/State/Zip: New York, New York 10036

Phone Number: (212) 278-0400

Fax Number: (212) 391-0525

Email Address: jwhite@cooperdunham.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR §3.41): \$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

03-3125

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9. 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.

Paul Teng

Name of Person Signing

Signature Reg. No. 40,837

April 19, 2007

Date

I hereby certify that this correspondence is being deposited this date with the U.S. Postal Service with sufficient postage as first class mail in an envelope addressed to:  
Mail Stop Assignment Recordation Services  
Commissioner of Patents, P.O. Box 1450  
Alexandria, VA 22313-1450

Paul Teng  
Reg. No. 40,837April 19, 2007  
Date

Total Number of pages including cover sheet, attachments and document: 7

OMB No. 0651-0011 (exp. 4/94)

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

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PATENT

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We hereby certify this to be a true  
and accurate copy of the original.



25/9/06

Barker Brettell

Date

**DATED**

**MARCH 31, 2006**

- (1) APV UK LIMITED
- (2) BAKER PERKINS LIMITED

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**ASSIGNMENT OF PATENTS AND  
PATENT APPLICATION**

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**BETWEEN**

- (1) APV UK LIMITED (registered number 00068014) whose registered office is at Portland House, Bressenden Place, London SW1E 5BF, United Kingdom ("the Assignor"); and
- (2) BAKER PERKINS LIMITED (registered number 5708493) whose registered office is at The Director General's House, Rockstone Place, Southampton SO15 2EP ("the Assignee")

**BACKGROUND**

- (A) By an asset purchase agreement dated February 27, 2006 between, *inter alia*, APV North America, Inc., APV UK Limited and the Assignee ("the APA"), APV UK Limited has agreed with the Assignee for the sale to the Assignee of (inter alia) the Business Intellectual Property (as defined in the APA) and agreed to procure that the Assignor assign the Applications and Patents (defined below).
- (B) The Assignor has applied to patent offices in a number of jurisdictions under the application numbers listed in **Schedule 1** ("the Applications") to register a patent for the inventions disclosed in the said Application ("the Inventions");
- (C) The Assignor is the registered proprietor of the patents ("the Patents") also detailed in **Schedule 1**.

**OPERATIVE PROVISIONS**

**1. ASSIGNMENT**

In consideration of the payment of £1 by the Assignee to the Assignor, receipt of which is hereby acknowledged, the Assignor assigns to the Assignee with full title guarantee:

- 1.1 the Assignor's right to apply for, prosecute and obtain patent or similar protection throughout the world for the Inventions claimed in the Applications and the Patents and the right to claim priority therefrom (including under the Paris Convention when making applications in countries or territories outside the UK), so that the grant of any patent or similar protection shall be in the name of and vest in the Assignee.

- 1.2 all the rights of the Assignor to, and its title to and interest in, the Applications (including such right, title and interest in any further applications for patents for the same Inventions), so that the grant of any Patents thereon shall be in the name of and vest in the Assignee;
- 1.3 all the rights of the Assignor to, and its title to and interest in, the Patents;
- 1.4 all and any other rights and powers arising or accruing from the Applications and the Patents, including the right to sue for damages and to have the benefit of any other remedies for infringement of the Patents including infringement of any patent granted under the Applications occurring before the date of this Agreement.

## 2. **FURTHER ASSURANCE**

The Assignor, at the Assignee's reasonable expense, will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the Assignee reasonably considers necessary to give full effect to the terms of this Agreement.

## 3. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

## 4. **GOVERNING LAW AND JURISDICTION**

- 4.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement shall be governed by the laws of England and Wales.
- 4.2 The courts of England and Wales will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.



**SCHEDULE 1****Applications and Patents**

<b>Short Title</b>	<b>Country</b>	<b>Filed</b>	<b>Appn No.</b>	<b>Final No.</b>
Aerated Choc Enrobing	Austria	19-Apr-00	00920915.6	1 171 001 (E)
540 Cut Sheet Laminator	USA	7-Nov-95	836 214	5 863 566
Biscuit De-Stacker	Italy	12-Jan-96	96900148.6	0 801 629 (E)
Burner System	Canada	5-May-94	2 161 899	Pending
Burner System	Germany	5-May-94	94914466.1	694 21 274.1
Burner System	France	5-May-94	94914466.1	0 697 082 (E)
Burner System	United Kingdom	5-May-94	94914466.1	0 697 082 (E)
Burner System	Italy	5-May-94	94914466.1	0 697 082 (E)
Burner System	The Netherlands	5-May-94	94914466.1	0 697 082 (E)
Burner System	USA	5-May-94	866 145	6 015 101
Combined Microwave Biscuit Oven	Germany	5-May-94	94914465.3	694 05 390.2
Combined Microwave Biscuit Oven	Denmark	5-May-94	94914465.3	0 697 165 (E)
Combined Microwave Biscuit Oven	United Kingdom	5-May-94	9408975.2	2 278 764
Combined Microwave Biscuit Oven	Italy	5-May-94	94914465.3	0 697 165 (E)
Combined Microwave Biscuit Oven	USA	20-Aug-93	109 350	5 457 303
Dough Mixing under Variable Pressure (FMBRA)	Australia	5-Mar-93	36425/93	675 637
Dough Mixing under Variable Pressure (FMBRA)	Germany	5-Mar-93	93905528.1	693 05 502.2

Dough Mixing under Variable Pressure (FMBRA)	United Kingdom	5-Mar-93	93905528.1	0 629 115 (E)
Dough Mixing under Variable Pressure (FMBRA)	New Zealand	5-Mar-93	249 549	249 549
Dough Mixing under Variable Pressure (FMBRA)	South Africa	5-Mar-93	93/1583	93/1583
Freeze Demoulding	Germany	3-Dec-97	97947165.3	697 11 425.2
Freeze Demoulding	United Kingdom	3-Dec-97	97947165.3	0 944 331 (E)
Freeze Demoulding	The Netherlands	3-Dec-97	97947165.3	0 944 331 (E)
Freeze Demoulding	USA	3-Dec-97	319 299	6 242 028
Mould Inserts (AC 473)	United Kingdom	23-Jul-91	9115879.0	2 246 738

PATENT

RECORDED: 04/23/2007

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