

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Paragon Labels (Wisbech) Limited	04/30/2007
RECEIVING PARTY DATA	
Name:	Norfolk Labels Limited
Street Address:	1 Benner Road Industrial Estate
City:	Pinchbeck, Spalding, Lincolnshire
State/Country:	UNITED KINGDOM
Postal Code:	PE11 3TZ
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6739110
Application Number:	10518557
CORRESPONDENCE DATA	
Fax Number:	(201)488-3884
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(201) 343-7775
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Correspondent Name:	Richard M. Goldberg
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Address Line 4:	Hackensack, NEW JERSEY 07601
ATTORNEY DOCKET NUMBER:	231/1/140
NAME OF SUBMITTER:	Richard M. Goldberg
Total Attachments: 10 source=231-140-asn-paragon-norfolk#page1.tif source=231-140-asn-paragon-norfolk#page2.tif source=231-140-asn-paragon-norfolk#page3.tif	

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DATED 30 April 2007

(1) PARAGON LABELS (WISBECH) LIMITED

(2) NORFOLK LABELS LIMITED

ASSIGNMENT OF BUSINESS INTELLECTUAL
PROPERTY

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL
DATED THIS 30th DAY OF April 2007
Pinsent Masons *Pinsent Masons*


Pinsent Masons

30 April 2007

BETWEEN:-

- (1) **PARAGON LABELS (WISBECH) LIMITED** (No 05549858) whose registered office is at 1 Benner Road Industrial Estate, Pinchbeck, Spalding, Lincolnshire PE11 3PZ (the "**Seller**"); and
- (2) **NORFOLK LABELS LIMITED** (No 01630940) whose registered office is shortly to be changed to 1 Benner Road Industrial Estate, Pinchbeck, Spalding, Lincolnshire PE11 3TZ (the "**Buyer**").

WHEREAS

- (A) By an agreement for the sale and purchase of the Business (as defined therein) made between the Seller and the Buyer and dated the date hereof (the "**Asset Purchase Agreement**"), the Buyer has agreed to purchase the Business of the Seller.
- (B) One of the assets to be acquired by the Buyer is the Intellectual Property Rights (as defined below) in the items set out in the schedule to this Agreement which the Seller has agreed to assign to the Buyer.

IT IS AGREED as follows:-

1. INTERPRETATION

- 1.1 In this Agreement the following expressions shall have the following meanings:

"**Business**" shall have the meaning set out in the Asset Purchase Agreement;

"**Completion**" shall have the meaning set out in the Asset Purchase Agreement;

"**Intellectual Property**" means any and all patents, trade marks, service marks, domain names, registered designs, utility models, applications for and the right to make applications for any of such rights, inventions, Know-How, Confidential Information, unregistered trade marks and service marks, trade and business names, including rights in any get-up or trade dress, copyrights, (including rights in computer software and in websites) unregistered design rights and other rights in designs and rights in databases, rights under licences, consents, orders, statutes or otherwise in respect of any rights of the nature specified above, and rights of the same or similar effect or nature as or to those referred to above, in each case in any jurisdiction;

"**Intellectual Property Rights**" means the Intellectual Property owned by the Sellers and used in, or in connection with, the Business on or prior to Completion including, without limitation, those set out in Schedule 1 to this Agreement, together with the Confidential Information and the Know-How;

"**IP Licences**" means the licences granted by the Seller to third parties in respect of the Business as are set out in the following agreements:-

- agreement between Burrall Limited and Jenkins

Labels Limited dated 7 November 2002;

- addendum to contract between Jenkins Labels Limited and Burrall Limited dated 29 March 2004; and
- agreement between Burrall Limited and Labelling Dynamics Limited dated 2 January 2003

1.2 Except as set out in this Agreement all capitalised terms in this Agreement shall have the same meaning in this Agreement as such terms are defined in the Asset Purchase Agreement, unless the context otherwise demands.

2. ASSIGNMENT

In consideration of the Seller and the Buyer entering into the Asset Purchase Agreement, the Seller hereby assigns to the Buyer with full title guarantee all rights, title and interest in and to the Intellectual Property Rights free from any Encumbrances, but subject to the IP Licences.

3. FURTHER ASSURANCE

3.1 The Seller shall, at the request of the Buyer, sign any documents and do all acts and things necessary to fully and effectively vest the Intellectual Property Rights in the Buyer. In particular, but without prejudice to the generality of the foregoing, if it is discovered that any item of Intellectual Property (whether registered or unregistered) exists which comprises an Intellectual Property Right but which is not included in Schedule 5, then the party who discovered such item shall promptly notify the other in writing and the Seller shall execute such documents and do such acts and things necessary to fully and effectively vest the Intellectual Property Rights in the Buyer.

4. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument which shall only be deemed executed when counterparts executed by all the parties are delivered.

5. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act. No party may declare itself as a trustee of the rights under this Agreement for the benefit of any third party save as expressly provided in this Agreement.

6. LAW AND JURISDICTION

6.1 This Agreement shall be governed by and construed in accordance with the laws of England.

6.2 The parties hereby submit to the exclusive jurisdiction of the High Court of England in relation to any dispute or claim arising out of, or in connection with, this Agreement.

EXECUTED AS A DEED by the parties on the date which first appears in this deed.

SCHEDULE 1

INTELLECTUAL PROPERTY TO BE TRANSFERRED

PART 1

REGISTERED INTELLECTUAL PROPERTY RIGHTS

TRADE MARKS

Owner	Trade Mark	Country	TM Number	Classes	Filing date	Registration Date	Renewal Date
1. Paragon Labels (Wisbech) Limited	ECOFLEX	UK	2242641	7, 16	16/8/2000	16/2/2001	16/8/2010
2. Paragon Labels (Wisbech) Limited	TWINFLEX	UK	2281784	7, 16	28/9/2001	19/7/2002	28/9/2011
3. Paragon Labels (Wisbech) Limited	ECOSTAR	UK	2289607	7, 16	8/1/2002	25/4/2003	8/1/2012
4. Paragon Labels (Wisbech) Limited	MULTIFLEX	UK	2295324	7, 16	14/3/2002	31/1/2003	14/3/2012
5. Paragon Labels (Wisbech) Limited	READYFLEX	UK	2295356	7, 16	14/3/2002	27/9/2002	14/3/2012
3. Paragon Labels (Wisbech) Limited	CIRCAFLEX	UK	2295357	7, 16	14/3/2002	27/9/2002	14/3/2012
7. Paragon Labels (Wisbech) Limited	MICROSTEAM	UK	2304938	7, 16	10/7/2002	7/5/2004	10/7/2012
3. Paragon Labels (Wisbech) Limited	MICROSTEAM VALVE TECHNOLOGY	UK	2304975	7, 16	10/7/2002	Refused	
3. Paragon Labels (Wisbech) Limited	ECOSLEEVE	UK	2322821	7, 16	5/2/2003	Withdrawn	-

Owner	Trade Mark	Country	TM Number	Classes	Filing date	Registration Date	Renewal Date
10. Paragon Labels (Wisbech) Limited	(LOGO)	UK	2334153	7, 16	6/6/2003	28/5/2004	6/6/2013
11. Paragon Labels (Wisbech) Limited	MICROSTEAM FILM TECHNOLOGY	UK	2351991	7, 16	19/12/2003	17/9/2004	19/12/2013
12. Paragon Labels (Wisbech) Limited	MICROSTEAM FILM TECHNOLOGY	CTM	3716594	7, 16	17/3/2004	5/7/2005	17/3/2014
13. Paragon Labels (Wisbech) Limited	ECOFLEX	CTM	3309572	7, 16	12/8/2003	21/12/2004	12/8/2013
14. Paragon Labels (Wisbech) Limited	(LOGO)	CTM	3228301	7, 16	16/6/2003	19/11/2004	16/6/2013
15. Paragon Labels (Wisbech) Limited	ECOSLEEVE	CTM	3085719	7, 16	6/3/2003	17/11/2005	6/3/2013
16. Paragon Labels (Wisbech) Limited	MICROSTEAM	CTM	2988723	7, 16	27/12/2002	23/6/2005	27/12/2012
17. Paragon Labels (Wisbech) Limited	UNZIP ME	UK	2265481	16, 17, 42	28/3/2001	5/7/2002	28/3/2011
18. Paragon Labels (Wisbech) Limited	ECOFLEX	Australia	923770	7, 16	16/8/2002	10/2/2005	16/8/2012
19. Paragon Labels (Wisbech) Limited	ECOFLEX	New Zealand	662965	7	20/8/2002	30/4/2004	20/8/2009
20. Paragon Labels (Wisbech) Limited	ECOFLEX	New Zealand	662966	16	20/8/2002	30/4/2004	20/8/2009
21. Paragon Labels (Wisbech) Limited	ECOSLEEVE	New Zealand	674736	7	10/3/2003	29/8/2003	5/2/2010

Paragon Limited

Owner	Trade Mark	Country	TM Number	Classes	Filing date	Registration Date	Renewal Date
22. Paragon Labels (Wisbech) Limited	ECOSLEEVE	New Zealand	674737	16	10/3/2003	29/8/2003	5/2/2010
23. Paragon Labels (Wisbech) Limited	UNZIPme	New Zealand	707459	16, 17, 42	29/1/2004	26/8/2005	29/1/2014
24. Paragon Labels (Wisbech) Limited	MICROSTEAM FILM TECHNOLOGY	New Zealand	709875	7, 16	19/3/2004	26/8/2005	19/12/2013
25. Paragon Labels (Wisbech) Limited	ECOSLEEVE	Australia a	946343	7, 16	7/3/2003	2/12/2004	7/3/2013
26. Paragon Labels (Wisbech) Limited	UNZIPme	Australia a	986394	16, 17, 42	27/1/2004	12/5/2005	27/1/2014
27. Paragon Labels (Wisbech) Limited	MICROSTEAM FILM TECHNOLOGY	Australia a	994218	7, 16	18/3/2004	26/8/2004	18/3/2014

PATENTS

Applicant/Proprietor	Patent	Country	Patent No / Application No	Inventor	Filing Date
1. ECOFlex Patent Family					
Paragon Labels (Wisbech) Limited	Method and apparatus for product packaging	UK	GB2357273	John Colin Ogden, Richard Patrick Smith	8.12.2000
Paragon Labels (Wisbech) Limited ¹	Method and apparatus for product packaging	US	US6739110	John Colin Ogden, Richard Patrick Smith	12.12.2000
Paragon Labels (Wisbech) Limited	A method for product packaging (entered into the national phase in the European states listed below):	Europe	EP1118542	John Colin Ogden, Richard Patrick Smith	8.12.2000
Paragon Labels (Wisbech) Limited	A method for product packaging	UK	EP (UK) 1118542	John Colin Ogden, Richard Patrick Smith	8.12.2000
Paragon Labels (Wisbech) Limited	A method for product packaging	Belgium	EP (BE) 1118542	John Colin Ogden, Richard Patrick Smith	8.12.2000
Paragon Labels (Wisbech) Limited	Fremgangsmåde til produktemballering	Denmark	DK1118542T	John Colin Ogden, Richard Patrick Smith	8.12.2000
Paragon Labels (Wisbech) Limited	Procédé pour emballer des articles	France	EP (FR) 1118542	John Colin Ogden, Richard Patrick Smith	8.12.2000
Paragon Labels (Wisbech) Limited	Verfahren zum Verpacken von Produkten	Germany	DE60015912T2	John Colin Ogden, Richard Patrick Smith	8.12.2000
Paragon Labels (Wisbech) Limited	A method for product packaging	Ireland	EP (IE) 1118542	John Colin Ogden, Richard Patrick Smith	8.12.2000

Paragon Labels (Wisbech) Limited	A method for product packaging	Italy	EP (IT) 1118542	John Colin Ogden, Richard Patrick Smith	8.12.2000
Paragon Labels (Wisbech) Limited	A method for product packaging	Netherlands	EP (NL) 1118542	John Colin Ogden, Richard Patrick Smith	8.12.2000
Paragon Labels (Wisbech) Limited	A method for product packaging	Sweden	EP (SE) 1118542	John Colin Ogden, Richard Patrick Smith	8.12.2000
Paragon Labels (Wisbech) Limited	A method for product packaging	Spain	ES2233298T	John Colin Ogden, Richard Patrick Smith	8.12.2000
Paragon Labels (Wisbech) Limited	Verfahren zum Verpacken von Produkten	Austria	AT282554T	John Colin Ogden, Richard Patrick Smith	8/12/2000
2. Sleeve type product packaging					
Paragon Labels (Wisbech) Limited	Sleeve-type product packaging element with adhesive label	UK	GB2399800	John Colin Ogden	27/3/2003
3. Venting Valve Patent Family					
Paragon Labels (Wisbech) Limited	Microwavable food package having a venting valve	US	Application No. US 10/518,557	Richard Smith	4/7/2003
Paragon Labels (Wisbech) Limited	Venting of product packages	UK	GB2389637	Richard Smith	4/7/2003
Paragon Labels (Wisbech) Limited	Venting of product packages	UK	GB2425108	Richard Smith	4/7/2003

of Paragon Labels Limited

Comment: Ecoflex.co.uk seems to be in Paragon Print and Packaging Limited name now
Comment:
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PART 2

MATERIAL UNREGISTERED INTELLECTUAL PROPERTY RIGHTS

- Copyright in the software known as the "Concept Artwork Print System"

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