

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

|   |  |
|---|--|
| SUBMISSION TYPE:  | NEW ASSIGNMENT                         |
| NATURE OF CONVEYANCE:   | ASSIGNMENT                             |
| <b>CONVEYING PARTY DATA</b>   |  |
| Name  | Execution Date                         |
| Keith Graham Pickford   | 07/21/2006                             |
| Novus Foods Limited   | 07/18/2006                             |
| <b>RECEIVING PARTY DATA</b>   |  |
| Name:   | Snax on the Go Limited                 |
| Street Address:   | 77 Fountain Street                     |
| Internal Address:   | Fourth Floor, Brook House              |
| City:   | Manchester                             |
| State/Country:  | UNITED KINGDOM                         |
| Postal Code:  | M2 2EE                                 |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |
| Property Type   | Number                                 |
| Patent Number:  | 6613370                                |
| <b>CORRESPONDENCE DATA</b>  |  |
| Fax Number:   | (510)663-0920                          |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>                        |  |
| Phone:  | 5106631100                             |
| Email:  | dneill@wavsip.com                      |
| Correspondent Name:   | WEAVER AUSTIN VILLENEUVE & SAMPSON LLP |
| Address Line 1:   | PO Box 70250                           |
| Address Line 4:   | Oakland, CALIFORNIA 94612-0250         |
| ATTORNEY DOCKET NUMBER:   | RFB1P004                               |
| NAME OF SUBMITTER:  | James E. Austin                        |
| Total Attachments: 27<br>source=PICKFORD_NOVUS_TO_SNAX#page1.tif<br>source=PICKFORD_NOVUS_TO_SNAX#page2.tif |  |

CH \$40.00 6613370

**500837910**

**PATENT**  
**REEL: 022552 FRAME: 0852**

source=PICKFORD\_NOVUS\_TO\_SNAX#page3.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page4.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page5.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page6.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page7.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page8.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page9.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page10.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page11.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page12.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page13.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page14.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page15.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page16.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page17.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page18.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page19.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page20.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page21.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page22.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page23.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page24.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page25.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page26.tif  
source=PICKFORD\_NOVUS\_TO\_SNAX#page27.tif

Dated 21 JULY 2006

KEITH GRAHAM PICKFORD

and

SNAX ON THE GO LIMITED

DEED OF ASSIGNMENT

Intellectual Property Rights

brabners chaffe street

Brabners Chaffe Street LLP  
Brook House  
70 Spring Gardens  
Manchester  
M2 2BQ

Tel: 0161 236 5800  
Fax : 0161 211 9201  
Ref: CMB/JKP/N074

brabners chaffe street

THIS DEED OF ASSIGNMENT is made on 21 JULY 2006

**BETWEEN**

- (1) **KEITH GRAHAM PICKFORD** of 14 Woodhall Avenue, Whitefield, Manchester M45 7QF ("Assignor"); and
- (2) **SNAX ON THE GO LIMITED** an English company registered with number 04401402 whose registered office is at Fourth Floor, Brook House, 77 Fountain Street, Manchester, M2 2EE ("Assignee").

**BACKGROUND**

- A The Assignor has developed and is the legal and beneficial owner of the Intellectual Property (as defined below) and of the Patents (as defined below).
- B The Assignor wishes to assign to the Assignee the said Intellectual Property and the Patents on the terms and conditions hereinafter set forth.

**THIS DEED WITNESSES as follows:**

**1. DEFINITIONS**

In this deed the following terms shall have the following meanings unless the context otherwise requires:

**"Intellectual Property"**

all Intellectual Property Rights vested in or generated by the Assignor whatsoever relating to the business carried on prior to the date of this assignment by Novus Foods Limited, including, without limitation, all Intellectual Property Rights owned by the Assignor as a result of his work with the Assignee;

**"Intellectual Property Rights"**

copyright, design right, know-how, confidential information, database rights, all rights in inventions, registered designs and patents (any pending applications for either of the foregoing), business names, trademarks, and logos, moral rights and all rights in the nature of any of the aforesaid items in any country or jurisdiction;

**"Patents"**

the patents listed (if any) in the schedule hereto.

**2. ASSIGNMENT**

- 2.1 In consideration of the payment by the Assignee to the Assignor of £1 ( the receipt and adequacy of which is hereby acknowledged by the Assignor) the Assignor hereby assigns and transfers to the Assignee:

- 2.1.1 the Intellectual Property;

- 2.1.2 the Patents and all Intellectual Property Rights arising under the Patents; and
- 2.1.3 all trademarks and business names vested in the Assignor including without limitation the name "Snax on the Go";

with full title guarantee and all the rights, powers, liberties and immunities conferred on the proprietor of such rights free from all liens charges and encumbrances whatsoever and including the right to sue for and recover any damages and seek any other remedies in respect of infringement of any of the above which may have occurred prior to the date hereof to hold unto the Assignee absolutely.

- 2.2 The Assignor irrevocably and unconditionally waives any moral rights he may have now or at any time in the future in relation to the rights assigned to the Assignee pursuant to clause 2.1 herein.

### 3. WARRANTY

- 3.1 The Assignor warrants to the Assignee that:

- 3.1.1 the Patents and all designs and drawings comprising the Intellectual Property are original and have not been copied wholly or substantially from any other third party works or materials;
- 3.1.2 no right, licence, interest or mortgage has been granted to third parties by the Assignor in relation to the rights assigned to the Assignee pursuant to clause 2.1 herein;
- 3.1.3 the exercise of the rights assigned to the Assignee pursuant to clause 2.1 herein will not infringe the Intellectual Property Rights of any third party; and
- 3.1.4 the rights assigned to the Assignee pursuant to clause 2.1 herein compromise all and any Intellectual Property Rights which have been or are owned or acquired by the Assignor.

### 4. INDEMNITY

The Assignor will indemnify and keep fully and effectively indemnified the Assignee from and against any and all liability, loss, damages, costs (including legal expenses) incurred or suffered by the Assignee (whether direct or consequential) in respect of any breach of the terms of this deed.

### 5. FURTHER ASSURANCE

- 5.1 The Assignor will at the request and cost of the Assignee do all acts and execute all documents and procure the deposing to or swearing of any oaths necessary or desirable for vesting absolutely all right, title and interest in and to the rights assigned to the Assignee pursuant to clause 2.1 herein in favour of the Assignee and to render all assistance reasonably required by the Assignee.

- 5.2 To the extent that any of the rights assigned under clause 2.1 are not wholly or validly assigned to the Assignee the Assignor shall hold them upon a bare trust for the full and exclusive benefit of the Assignee.

## **6. GENERAL**

- 6.1 This deed shall be binding upon and enure to the benefit of the parties hereto and their respective legal successors.
- 6.2 This deed constitutes the entire agreement and understanding of the parties with regard to the subject matter hereof and supersedes all prior written or oral representations agreements or understandings between them relating to the subject matter of this deed other than any false misrepresentation made by a party to induce the other party to enter into this deed.
- 6.3 No variation or amendment of this deed shall bind either party unless made in writing in the English language and agreed to in writing by duly authorised officers of both parties.
- 6.4 If any provision of this deed is agreed by the parties to be illegal, void or unenforceable under any law that is applicable hereto or if any court or other authority of competent jurisdiction in a final decision so determines this deed shall continue in force save that such provision shall be deemed to be exercised herefrom with effect from the date of such agreement or decision or such earlier date as the parties may agree.
- 6.5 The headings in this deed are for convenience only and are not intended to have any legal effect.
- 6.6 A failure by either party hereto to exercise or enforce any rights conferred upon it by this deed shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

## **7. GOVERNING LAW AND DISPUTES**

- 7.1 The construction, validity and performance of this deed shall be governed in all respects by English Law.
- 7.2 All disputes arising in any way out of or affecting this deed shall be subject to the exclusive jurisdiction of the English courts to which the parties hereby submit.

## **8. THIRD PARTY RIGHTS**

Except as expressly provided a person who is not a party to this deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this deed.

**IN WITNESS WHEREOF** this Deed has been executed by the parties and is intended to be and is hereby delivered on the day and year first written above.

**SCHEDULE**

**The Patents**

**Country**

None

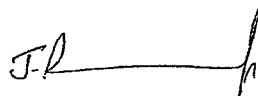
**Application Number**

None

EXECUTED as a Deed by )  
KEITH GRAHAM PICKFORD in the presence of:- )



Witness signature:



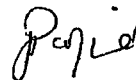
Full name: JAMIE PARTRIDGE

Address: BROOK HOUSE  
70 SPRING GARDENS  
MANCHESTER

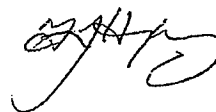
Occupation: SOLICITOR

EXECUTED as a Deed and delivered by )  
SNAX ON THE GO LIMITED )  
acting by:- )

Director



Director/Secretary



DATED \_\_\_\_\_ 2006

NOVUS FOODS LIMITED  
(IN ADMINISTRATION)

and

NOVUS FOODS HOLDINGS LIMITED  
(IN ADMINISTRATION)

and

STEPHEN MARK QUINN AND LINDSEY JANE COOPER

and

SNAX ON THE GO LIMITED

---

SALE AGREEMENT

---

Cobbetts  
Solicitors  
Ship Canal House  
King Street  
Manchester  
M2 4WB  
Tel: 0845 345 3330  
Fax: 0161 833 3030  
[www.cobbetts.co.uk](http://www.cobbetts.co.uk)  
(Ref: SPM)

THIS AGREEMENT is made the

day of

2006

**BETWEEN:**

- (1) **NOVUS FOODS LIMITED (IN ADMINISTRATION)** (Co No. 2888442) whose registered office is at Brazennose House, Lincoln Square, Manchester, M2 5BL and **NOVUS FOODS HOLDINGS LIMITED (IN ADMINISTRATION)** (Co No. 03891982) whose registered office is c/o Baker Tilly, Brazennose House, Brazennose Street, Manchester, M2 5BL (the **Seller**)
- (2) **STEPHEN MARK QUINN** and **LINDSEY JANE COOPER** of Baker Tilly, Brazennose House, Lincoln Square, Manchester, M2 5BL (the **Administrators**)
- (3) **SNAX ON THE GO LIMITED** (Co No. 4401402) whose registered office is at 199 Bury New Road, Whitefield, Manchester, M45 6GE (the **Buyer**)

**WHEREAS:**

- (A) The Administrators were appointed Joint Administrators of the Seller on 26 July 2005 pursuant to paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (B) The Seller has created the Intellectual Property listed in Schedule 2 and the Trade Marks in Schedule 3 and owns all the intellectual property rights in relation to the same.
- (C) The Seller is the proprietor of the applications for, and registrations of, the intellectual property and Trade Marks set out in Schedule 2 and Schedule 3.
- (D) The Seller acting by the Administrators has agreed to sell to the Buyer whatever right title and interest (if any) it may have in the Assets and the Intellectual Property.
- (D) The Buyer has agreed to buy the Assets and the Intellectual Property subject to the terms and conditions of this Agreement.

**NOW IT IS HEREBY AGREED** and declared as follows:

**1 DEFINITIONS**

- 1.1 In this agreement and the recitals hereto the following terms shall have the following meanings:

**the Administrators' Solicitors:** Cobbetts of Ship Canal House, King Street, Manchester, M2 4WB;

**the Assets:** the assets described in clause 2.1;

**the Business:** means all of the business carried on by the Seller from the Premises

**the Buyers' Solicitors:** Rawsthorns of 4 Lune Street, Preston, Lancashire, PR1 2NL;

**Completion:** completion of the sale and purchase in accordance with the terms and conditions of this Agreement pursuant to clause 4;

**the Goodwill:** means the goodwill of the Business and the right for the Buyer to the extent to which the Seller is able to ensure the same, to hold itself out as carrying on the Business in succession to the Seller;

**Intellectual Property:** all patents including but not limited to those listed in Schedule 2 and all part and associated applications, know-how, registered and unregistered trade marks and service marks including any trade, brand or business names in particular but not limited to the name 'Novus Foods', domain names, registered designs, design rights, utility models and copyright, and the right to sue for damages and other remedies for any infringement of any of the Intellectual Property or Trade Marks which occurred prior to Completion;

**the Premises:** means Unit BT917/3E Salford University, Business Park Salford, Greater Manchester;

**Trade Marks:** means the registered trade marks and trade mark applications particulars of which are given in Schedule 3; and such other trade marks as are used by the Seller or its Associated Companies (if any) on or in relation to the Products at any time during the term of the this Agreement and all goodwill attaching to the same;

**Leased Assets:** any chattels, equipment and any other items whatsoever used by the Seller which It has possession of as bailee or subject to hire purchase, conditional sale, rental or similar agreements;

**Plant and Machinery:** the Plant and Machinery, office furniture and equipment set out in Schedule 1 to this agreement;

**the Price:** the price to be paid by the Buyer to the Seller for the Assets as set out in clause 3.1;

**the Transfer Date:** 4pm on the date of this agreement;

**RoT Assets:** goods in the possession of the Seller supplied to the Seller by any supplier who claims to have reserved title to such goods;

**VAT:** Value Added Tax;

## **2 THE SALE AND PURCHASE**

2.1 Subject to the terms and conditions of this agreement, the Seller shall sell and assign (to the extent it is able to do so) and the Buyer shall buy as from the Transfer Date whatever right, title and interest (if any) the Seller may have in the assets described below :

2.1.1 The Plant and Machinery, with the exception of the Plant and Machinery with an asterisk which are owned by Keith Pickford and not the Seller

2.1.2 The Intellectual Property.

2.1.3 The Trade Marks

2.1.4 The exclusive right for the Buyer and its successors and assignees to carry on the Seller's Business under the Unregistered Marks and to represent itself as carrying on such Business in succession to the Seller

2.2 There shall be excluded from the sale effected by this Agreement any other assets or rights not specifically included in clause 2.1.

## **3 PRICE**

3.1 The Price to be paid by the Buyer for whatever right title and interest (if any) it may acquire hereunder over or in respect of the Assets shall be £25,000 apportioned as follows:-

- 3.1.1 For the Intellectual Property and Trade Marks £18,999
- 3.1.2 For the Plant and Machinery £ 6,000
- 3.1.3 For the Goodwill £ 1

3.2 VAT shall be payable on the Price in the sum of £4,375.

3.3 The Price and the VAT shall be payable to the Administrators on behalf of the Seller upon Completion.

#### 4 COMPLETION

4.1 Completion of the sale and purchase of the Assets shall take place on the Transfer Date when:

4.1.1 the Buyer shall pay the Price and the VAT;

4.1.2 the Seller shall deliver to the Buyer a VAT invoice for the Price.

4.2 Whatever right, title and interest (if any) the Seller has in the Assets shall pass to the Buyer upon payment of the Price.

4.3 The Buyer shall pay the Price by way of telegraphic transfer to the Administrators' Solicitors' client account (The Royal Bank of Scotland plc, St Ann Street, Manchester, M60 2SS, Sort Code: 16-00-02, Account Number: 11943297).

#### 5 RISK

The insurance risk and all other risk in the Assets shall pass to the Buyer on completion.

#### 6 EXCLUSION OF WARRANTY, ETC

6.1 All representations, warranties and conditions, express or implied, statutory or otherwise in respect of the Assets and/or any of the right, title and interest (if any) sold hereunder are expressly excluded (including, without limitation, warranties and conditions as to title, quiet possession, satisfactory quality, fitness for purpose and

description and any other warranty or representation as to the condition or existence of any or all of the Assets).<sup>1</sup>

6.2 It is hereby agreed by the Buyer that the terms and conditions of this agreement are fair and reasonable in the context of a sale of the Assets by the Seller bearing in mind:

6.2.1 that the Buyer must rely absolutely on the Buyer's own opinion and/or professional advice concerning the Assets, the existence, quality, state and condition of the same, their fitness and/or suitability for any purpose, the possibility that some or all of them may have defects or attributes not apparent on inspection and examination;

6.2.2 that the Buyer has available to it (either internally or externally) skilled professional advice concerning the Assets and the matters referred to in this clause 6 and that it is on the basis of this advice that the Buyer has agreed to purchase the Assets for a consideration calculated to take account of the risk to the Buyer represented by this agreement;

6.2.3 that the Buyer, its servants, employees, agents, representatives and advisers have examined and inspected all or any of the Assets and all or any books, records and documents relating thereto;

6.2.4 that the Seller is in administration.

6.3 The Buyer acknowledges for the avoidance of any doubt that if any of the Assets are mis-described to any extent or if that the Seller does not have any right, title or interest or unencumbered title to any of the Assets this shall not be a ground for annulling, rescinding, avoiding or varying any or all of the provisions of this Agreement or for making any claim against the Seller or the Administrators or for a reduction or repayment of the Price;

6.4 The Buyer acknowledges that any lists contained in any schedule or annexure are for guidance only and are not exhaustive or complete lists of the items in question and shall not constitute any warranty in respect of the Seller's ownership of the listed items or otherwise;

<sup>1</sup> Our client believes that some assets are the subject of possession proceedings by the landlord who has distrained for rent arrears. Please give details and confirm that the assets are not so encumbered.

- 6.5 The Buyer acknowledges that neither the Company nor the Administrators shall incur any liability to it by reason or any fault or defect in all or any of the Assets or any breach of the obligations of the Company arising under the Sale of Goods Act 1979 or under the Health and Safety at Work Act 1974.

**7 THIRD PARTY ITEMS, ETC.**

- 7.1 The Buyer may obtain possession of Leased Assets or RoT Assets. In respect of such assets the Buyer undertakes that it will not hold itself out as the owner of such assets, nor sell, offer for sale, assign, charge, pledge, create or permit the creation of a lien on or otherwise deal with such assets and it will keep such assets in its own possession, at its own expense and in as good repair and condition (fair wear and tear excepted) as they are in as at the date of this agreement.
- 7.2 The Buyer further undertakes that during such time as the Buyer is not the owner of such Leased Assets or RoT Assets it will (unless otherwise agreed in writing by the Administrators and the Seller) deliver possession of such assets to the Administrators or the owner or owners of such assets (at the Administrators' discretion) as soon as practicable on demand and the Buyer agrees to indemnify and keep indemnified on demand the Seller and the Administrators (and each of them) against any claim or claims arising out of the Buyer obtaining possession of such assets from the Seller.
- 7.3 If any claims are made against any of the Seller, the Administrators or the Buyer in respect of the Leased Assets or RoT Assets each of the Seller and the Buyer (as the case may be) shall as soon as practicable notify the other parties, giving such information as shall at that time be available.

**8 FURTHER ASSURANCE**

- 8.1 the Seller shall at the cost and expense of the Buyer do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Seller may from time to time reasonably require in order to give the Seller the full benefit of this agreement, whether in connection with any registration of title or other similar right or otherwise and to register or record the transfer of the rights transferred on any relevant register anywhere in the world.

**9 RECORDS**

- 9.1 The Seller shall deliver to the Buyer all documents and other data (howsoever stored) in the Seller's possession and ownership relating howsoever to the Intellectual Property and the Trade mark provided always that the Buyer shall allow the Seller and the Administrator reasonable access to the same and to take copies of the same for the purpose of the Administration.

**10 EXCLUSION OF ADMINISTRATORS LIABILITY**

- 10.1 The Buyer confirms that the Administrators are party to this agreement in their own right for the purpose only of taking the benefit of the exclusions from liability and any indemnities set out herein. Subject to this the Administrators have entered into and signed this agreement and neither they their firm, employees or agents shall incur any personal liability whatever in respect of any of the obligations undertaken by the Seller or in respect of any failure on the part of the Seller to observe, perform or comply with any such obligation.

**11 BUSINESS NAME**

- 11.1 The Seller confirms that:

11.1.1 It will change its name to a name other than "Novus foods" (which name shall not include the words "Novus" or "Foods" and shall not be a similar name) subject to the passing of a special resolution by the Seller's shareholders consenting to a change of name, but for the avoidance of doubt the Administrators will not object to any change of name but the Administrators shall not be obliged to procure such consent; and

11.1.2 the Seller raise no objection to the Buyer changing its name to Novus Foods or trading under the same or a similar name.

11.2 The Buyer accepts that the risk of any third party objecting to the use of the words "Novus Foods" or any name incorporating some or all of such words is entirely with the Buyer and the Buyer agrees to indemnify and keep indemnified on demand the Seller and the Administrators (and each of them) against any claim or claims arising out of the use thereof by the Buyer or its successors or assigns.

11.3 Notwithstanding the provisions of this agreement relating to the Intellectual Property the Seller hereby consents to the continued use by the Seller and the Administrators of the name "Novus Foods" and any other rights comprised in the Intellectual Property for the purpose of complying with any statutory duties upon them and the Buyer hereby grants to the Seller and the Administrators a non-exclusive licence to use the same for that purpose.

## 12 GENERAL

12.1 The terms and conditions of this Agreement represent the entire agreement between the parties relating to the disposal of the Assets and supersede all earlier meetings discussions correspondence facsimile transmissions telexes letters and communications undertakings and arrangements of any kind.

12.2 The sale and transfer of the Assets is subject to such licences, registrations and/or consents (if any) of any third party as may be required and the failure to obtain such licences, registrations and/or consents shall not be a ground for annulling, rescinding, avoiding or varying this Agreement or any of its terms or for making any claim against the Seller or the Administrators or for a reduction or repayment of the Price. The Buyer agrees to indemnify and keep indemnified the Administrators against any claim or claims arising out of the sale and transfer of the Assets and any failure of the Buyer to obtain such licences, registrations and/or consents of any third party as may be required.

12.3 The Buyer agrees that it will comply with all relevant provisions of the Data Protection Act 1998 in its processing and use of any personal data transferred to it or of which it obtains possession pursuant to this agreement and the Buyer shall indemnify and keep indemnified the Administrators against any claim or claims arising out of the buyer obtaining possession of such personal data from the Seller.

12.4 The Buyer shall pay any stamp duties payable in respect of this Agreement or any agreement or document entered into or executed in connection with or pursuant to this agreement.

12.5 It is agreed and declared by the parties to this Agreement that, this Agreement and the terms hereof are not intended expressly or impliedly to confer on any third party any rights pursuant to the provisions of the Contracts (Rights of Third Parties) Act 1999.

12.6 Where a party to this agreement agrees to indemnify another party in connection with any matter, or any claim in respect of, relating to or arising out of any matter, that indemnity will extend to all actions, proceedings, liabilities, outgoings, costs, claims, demands, damages, losses and expenses whatsoever directly or indirectly in respect of, relating to or arising out of that matter.

**13 CHOICE OF LAW**

13.1 This agreement shall be construed and governed in all respects in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

**14 COUNTERPARTS**

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

**AS WITNESS** the hands of the parties the day and year first above written.

## SCHEDULE 1

Offices: -

CANON PC740 Photocopier

REXEL LP20 Laminator

HP Laserjet 4 Printer

HP Vectra 386/33N Personal Computer

XEROX Work Centre 480 Fax Machine

TIME Personal Computer

EPSON Stylus Color 460 Printer

OLIVETTI Modula M4 P133S Personal Computer

HP Apollo P1200 Printer

MUTEK 1200UB Scanner

3 L Shape Workstations

3 Swivel Armchairs

Meeting Table

8 Chairs

6 Upholstered Screens

4 Reception Seats

2 Reception Table Units

2 Double Door Wooden Cupboards

4 Drawer Vertical Filing Cabinet

Printer Table

Pedestal

2 Drawer Vertical Filing Cabinet

Computer Desk

Office Table

Hat & Coat Stand

Portable Display Stand

Store: -

Single Door Steel Safe,  
Racking

Kitchen: -

7 Microwave Ovens

Ice Cream Conservator

Sales Counter  
Circular wooden table  
4 Wooden stand chairs  
Stainless Steel Portable Table  
2 Kitchen Stools

SCANDINOVA Refrigerator

Development Workshop: -

CREDA Capri Electric Cooker

AUDION VAC VM151HG Vacuum Film Packer  
Serial No: 1519024382

SILVERSON Laboratory Mixer Emulsifier & Stand  
Serial No: 19863

LINCAT DF33 Deep Fat Fryer  
Serial No: 09708029

CARBOLITE Electric Oven

RAVELLA Pizza Oven

GRAM Single Door Stainless Steel Lender Refrigerator

AIR PRODUCTS Freezing Cabinet  
Serial No: 8456

STATEBOURNE Cryostor 240 Cryogenic Vessel

STEIN FA3 Conveyor Frying Machine  
Serial No: 198

STEIN MB28 Conveyor Breeding Machine  
Serial No: 410

GIBSON MANUFACTURING Formatic Rotary Former  
Serial No: R1200/99/11/011

MANESTY Horizontal Batch Mixer  
BENHAM 212 Electric Boiling Pan & Portable Stand

Mixer Emulsifier & SILVERSON Model D Mobile Hydraulic Floor Stand

7 Stainless Steel Portable Tables  
Portable Stainless Steel Double Door Cupboard  
4 Plastic Bins

Food Store: -

3 SCANDINOVA Chest Freezers

DERBY Chest Freezer

12  
P:\DOCUME~1\SPM\LOCALS~1\Temp\10\mwtemp31f4\ws195.tmp

HITACHI Larder Refrigerator

2 Wall Racks

Partitioning between offices and kitchen and laboratory area

Fitted furniture in the kitchen area



13  
P:\DOCUME~1\SPM\LOCALS~1\Temp\10vmtcmp31f4\ws195.lmp

P.13

01772 203858

Rawsthorns

18 Jul 06 10:39

**PATENT**  
**REEL: 022552 FRAME: 0872**

## SCHEDULE 2

Stabilisation of Microwave Heated Foods  
Publication Info: EP0839005 – 1998-05-06

Microwave Batter Comprising Amylase  
Publication Info: EP0820239 – 1998-01-28

Microwave Oven Food Container  
Publication Info: EP0804368 – 1997-11-05

Microwave Cookable Food Coating  
Publication Info: EP0758202 – 1997-02-19

|              |  |                                    |            |         |           |
|--------------|--|------------------------------------|------------|---------|-----------|
| [x] PO Logo  |  | [x] Contact Details                | [x] Search | [x] Map | [x] Index |
| [x] Password |  | Home: Trade Marks: Databases: Text |            |         |           |

### Trade Mark Text Search Results

\*The information on this page is usually updated on a Saturday night, but the information in the Register Search is updated daily, so there may be differences between them.

| TM Number | Mark Text       | Type | Date       | Status     | Classes  |
|-----------|-----------------|------|------------|------------|----------|
| 2248202   | SNAX on the GOI | DW   | 11.10.2000 | Registered | 29 30 31 |

[Help understanding these results](#)

Domain names: -

Snaxonthego.co.uk

Snaxonthego.com

14  
P:\DOCUME~1\SPM\LOCALS~1\Temp\10\mwtemp3161\ws195.tmp

P.14

01772 203858

Rawsthorns

18 Jul 06 10:39

0001/002

REF ID: A66484

CLUB - SUN (MOVING HOUSES) - LIVE NIGHTMARE

DAVID FAUCETT

Date: 14 July 2006

Page: 1

| UNIT NO    | CAT APPLICANT      | CATCHMENT | AFF DEPT GRANT DATE | APPLN NO   | GRANT NO     | ABANDON | RISK LVL | CLT ON         |
|------------|--------------------|-----------|---------------------|------------|--------------|---------|----------|----------------|
| 00098637AT | KI MOWUS Foods Ltd | Trey 3    | 23/01/98            | 12/06/2002 | D 36901423.1 | 0404361 | -        | 23/01/05 M WGE |
| 00098637BZ | KI MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | x        | 22/01/05 M WGE |
| 00098637CN | CM MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | y        | 22/01/05 M WGE |
| 00098637DN | DE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637EN | CE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637FN | FE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637GN | GE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637HN | HE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637IN | IE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637JN | JE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637KN | KE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637LN | LE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637MN | ME MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637NN | NE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637ON | OE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637PN | PE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637QN | QE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637RN | RE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637SN | SE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637TN | TE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637UN | UE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637VN | VE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637WN | WE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637XN | XE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637YN | YE MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637ZN | ZO MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637AN | AO MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637BN | BO MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637CN | CO MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637DN | DO MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637EN | EK MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637FN | FL MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637GN | GO MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637HN | HO MOWUS Foods Ltd | Trey 3    | 22/01/98            | 13/06/2002 | D 36901423.1 | 0404361 | -        | 22/01/05 M WGE |
| 00098637IN | IO MOWUS Foods Ltd | Trey 3    | 22/01/98            | 1          |              |         |          |                |

p:\docume-1\spm\locals-1\temp\10\mwtemp31\4\ws195.tmp

13:07:55 30-05-2006 18:21

COMMENTS BY KING ET AL

10

[illegible]

SCHEDULE 3

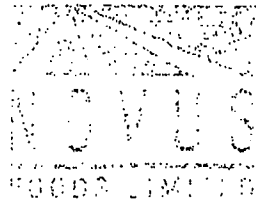


NOVUS  
FOODS LIMITED



NOVUS  
FOODS LIMITED

p:\documo~1\spm\locals~1\temp\10\vnwtemp3114\ws195.tmp



p:\documo-1\spml\ocals-1\temp\10\mwtemp31f4\ws195.tmp



p:\docume~1\spm\locals~1\temp\10\mwtemp31f4\ws195.tmp

Page 20

SIGNED by NOVUS FOODS LIMITED (IN )  
ADMINISTRATION) acting by one of its )  
appointed Administrators )

SIGNED by )  
One of the Administrators of )  
NOVUS FOODS LIMITED (IN )  
ADMINISTRATION) for him/herself and the )  
Administrators )

SIGNED by NOVUS FOODS HOLDINGS )  
LIMITED (IN ADMINISTRATION) )  
acting by one of its appointed Administrators)

SIGNED by )  
One of the Administrators of )  
NOVUS FOODS HOLDINGS LIMITED (IN )  
ADMINISTRATION) for him/herself and the )  
Administrators )



SIGNED by )  
for and on behalf of SNAX ON THE GO LIMITED)

p:\docume~1\spm\locals~1\temp\10\mwtemp31f4\ws195.tmp

P.20

01772 203858

Rawsthorns

18 Jul 06 10:41

PATENT  
REEL: 022552 FRAME: 0879

TRANSMISSION VERIFICATION REPORT

TIME : 15/07/2006 21:11  
NAME : KEITH PICKFORD  
FAX : 01617965259  
TEL : 07986340286  
SER. # : BROG3P175054

DATE, TIME  
FAX NO./NAME  
DURATION  
PAGE(S)  
RESULT  
MODE

15/07 21:11  
01772203858  
00:00:19  
01  
OK  
STANDARD

Page 20

SIGNED by NOVUS FOODS LIMITED (IN )  
ADMINISTRATION) acting by one of its )  
appointed Administrators )

SIGNED by )  
One of the Administrators of )  
NOVUS FOODS LIMITED (IN )  
ADMINISTRATION) for him/herself and the )  
Administrators )

SIGNED by NOVUS FOODS HOLDINGS )  
LIMITED (IN ADMINISTRATION) )  
acting by one of its appointed Administrators)

SIGNED by )  
One of the Administrators of )  
NOVUS FOODS HOLDINGS LIMITED (IN )  
ADMINISTRATION) for him/herself and the )  
Administrators )



SIGNED by )  
for and on behalf of SNAX ON THE GO LIMITED)