

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Snax on the Go Limited	05/28/2008
RECEIVING PARTY DATA	
Name:	Magsnack B.V.
Street Address:	Veendijk 1
Internal Address:	Appartement 18-19
City:	Oud-Loosdrecht
State/Country:	NETHERLANDS
Postal Code:	1231 PB
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6613370
CORRESPONDENCE DATA	
Fax Number:	(510)663-0920
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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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: 12 source=SNAX_TO_MAGSNACKS#page1.tif source=SNAX_TO_MAGSNACKS#page2.tif source=SNAX_TO_MAGSNACKS#page3.tif	

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DATED 28 May

2008

SNAX ON THE GO LIMITED (1)

and

MAGSNACK B.V.(2)

IP AGREEMENT

THIS AGREEMENT is made on the 28 day of May

2008

BETWEEN:

- (1) **SNAX ON THE GO LIMITED** a company registered in England and Wales under registered number 04401402 whose registered office is at Suite 31, Salford University Business Park, Leslie Hough Way, Frederick Road, Salford, Manchester M6 6AJ, United Kingdom ("**Snax**");
- (2) **MAGSNACK B.V.** a company registered in The Netherlands whose registered office is at Veendijk 1, Appartement 18-19, 1231 PB Oud-Loosdrecht, The Netherlands (the "**Assignee**").

RECITALS

- A. Snax is the legal and beneficial owner of all right, title and interest in the Intellectual Property and the Domain Names (as defined below).
- B. Snax acknowledges that various patents and patent applications specified in Schedule 1 have expired and/or irrevocably lapsed.
- C. Despite the expiry of the patents as referred to at Recital B above, Keith Graham Pickford and Joan Pickford both of 14 Woodhall Avenue, Whitefield, Manchester M45 7QF have been developing confidential know how regarding the Business which, pursuant to the Service Agreements, is held on trust for the benefit of Snax.
- E. Snax has agreed to assign to the Assignee all right, title and interest in the Intellectual Property, including the Know How and the Domain Names on the terms and conditions specified in this Agreement.
- F. Snax has agreed to transfer the Plant and Machinery to the Assignee on the terms and conditions specified in this Agreement.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words and expressions shall bear the following meanings, unless the context requires otherwise:

"Agreement" means this agreement between the Parties including the Recitals and the Schedules;

"Business" means the business of Snax at the Effective Date, including, without limitation, in and in relation to the research and development in microwave heated food or similar products or applications and the manufacture and exploitation thereof by Snax on its own account or in conjunction with or on behalf of other persons, firms or companies;

"Domain Names" means all domain names wherever registered, and including all applications or rights to apply for such domain names which are legally or beneficially owned by Snax as at the Effective Date, including those set out in Schedule 3;

"Effective Date" means the date of this Agreement;

“Intellectual Property” means all patents, designs, trade marks and service marks, trade names and domain names, copyright (including all copyright in website content) and related rights, moral rights, rights to goodwill or to sue for passing off, database rights, rights in confidential information (including know how, technical and/or research and development information) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications or rights to apply for such rights and all similar or equivalent rights or forms of protection which subsist or may subsist in any part of the world and which are legally or beneficially owned by Snax, as at the Effective Date, including, without limitation, the Know How, Patents and the Trade Marks;

“Know How” means all inventions, improvements, modifications, processes, formulae, models, prototypes and sketches, drawings, plans or specifications or any other matters made, devised, developed or discovered by Keith Graham Pickford and/or Joan Pickford (under or in the course of performing the Service Agreements) and/or Snax, alone or with one or more others, as at the Effective Date, relating to the Business, the Patents, the processes or machinery used in the Business, the services or products of Snax, or which have been actually or potentially useful to the Business;

“Parties” means the parties to this Agreement and a Party shall mean each of them;

“Patents” means the patents and patent applications specified in Schedule 1 together with any patents issuing on them, including any divisions, continuations, continuations-in-part, renewals, extensions, family members, re-examinations, re-issues or foreign counterparts thereof, including PCT patents and patent applications, and any patent applications and/or patents which are equivalent to and/or which claim priority from any of them;

“Plant and Machinery” means the plant and machinery, office furniture and equipment set out in Schedule 4 to this Agreement;

“Service Agreements” means the Service Agreement dated 21 July 2006 between Snax and Keith Graham Pickford and the Service Agreement dated 21 July 2006 between Snax and Joan Pickford; and

“Trade Marks” means the registered and common law trade marks which are legally or beneficially owned by Snax, including those specified in Schedule 2.

- 1.2 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.3 References to Recitals, Schedules and clauses are to the recitals, schedules, and clauses of this Agreement unless otherwise specified.
- 1.4 References to ‘including’ and ‘includes’ shall be deemed to mean including without limitation.
- 1.5 References to a Party shall include that party and its permitted successors and assigns.
- 1.6 Words in the singular shall include the plural and vice versa.

2. ASSIGNMENT

- 2.1 In consideration of the payment of the sum of £100,000 (inclusive of value added tax if any) by the Assignee to Snax on the Effective Date, the receipt of which is hereby acknowledged, Snax hereby irrevocably assigns/transfers to the Assignee, with full title guarantee, all its right, title and interest in:

- 2.1.1 the Intellectual Property (including for the avoidance of doubt the Know How);
- 2.1.2 the Domain Names; and
- 2.1.3 the Plant and Machinery,

together with the right to bring proceedings against third parties for damages and other remedies for any infringement of the rights identified in this clause 2.1 which occurred prior to the Effective Date and for the avoidance of doubt the right to apply for, prosecute and obtain patent or similar protection in the UK and all other countries of the world for an invention embodied by any of the Know How and application(s) comprised in the Patent(s) (including the right to claim priority from such application(s)).

- 2.2 Snax shall deliver to the Assignee on the Effective Date, all documents, materials, records, data and other information of any kind and in any form whatsoever in its possession and/or ownership or control relating to the Intellectual Property (including, without limitation, the Know How), the Domain Names and the Plant and Machinery.
- 2.3 Where this Agreement provides for any payment to be made to Snax (whether or not the manner of payment is specified) in each case Snax irrevocably authorises and instructs the Assignee to make that payment to CMS Cameron McKenna LLP who shall hold such amounts to the order of Snax and whose receipt shall be an effective discharge of the Assignee's obligation to pay the amount concerned. The Assignee shall not be concerned to see to the application or be answerable for the loss or misapplication of any such amount.

3. ACKNOWLEDGMENT AND WAIVER

- 3.1 For the avoidance of doubt, Snax acknowledges that after the assignment, all Intellectual Property shall be legally and beneficially owned by the Assignee, including all equivalent and related rights on a worldwide basis.
- 3.2 For the avoidance of doubt, Snax hereby irrevocably waives any right to claim entitlement to any intellectual property right or similar proprietary right relating to the Know How, the Domain Names or any other Intellectual Property as against the Assignee.

4. TRANSFER OF DOMAIN NAMES

- 4.1 Snax shall immediately on request by the Assignee:
 - 4.1.1 complete, sign and provide to the Assignee the official Nominet transfer form ("**Transfer Form**") and a confirmatory letter addressed to Nominet in a form satisfactory to the Assignee ("**Confirmatory Letter**");
 - 4.1.2 take all necessary steps to ensure that the registration of the Other Domain Name (as referred to in Schedule 3) is transferred to the Assignee, including completing all domain name transfer procedures as prescribed by the relevant registrar ("**Transfer Procedures**") and confirming completion of the transfer of the Other Domain Name; and
 - 4.1.3 give to the Assignee all reasonable assistance in filing the Transfer Form and the Confirmatory Letter with Nominet and completing the Transfer Procedures to ensure that the Assignee becomes the registered holder of the UK Domain Name (as referred to in Schedule 3) and the Other Domain Name.

- 4.2 Each Party shall bear its own costs and expenses incurred in the preparation and execution of the documents specified in this clause 4 and otherwise in relation to the implementation of this clause 4.
- 4.3 Snax shall as soon as practicable after the Effective Date change its name to a name other than "Snax On The Go Limited" (which name shall not include the word "Snax" and shall not be a similar name).

5. FURTHER ASSURANCE

- 5.1 Snax shall, at its own expense, perform, execute and deliver such further acts and documents and do, or procure the doing of, all such acts, matters and/or things as may be required by law or reasonably requested by the Assignee (or its nominee) to vest/transfer the Intellectual Property, the Domain Names and the Plant and Machinery in or to the Assignee (or its nominee) as the case may be or to otherwise protect, perfect, enforce or enable the Assignee (or its nominee) to enjoy any of the rights assigned, granted, confirmed or transferred to the Assignee under this Agreement. For the avoidance of doubt, the Assignee acknowledges that in responding to requests by the Assignee (or its nominee) Snax will have no access to information which could be supplied by Keith Graham Pickford or Joan Pickford.
- 5.2 Snax hereby agrees not to communicate or otherwise make available the Know How to any third party without the prior written consent of the Assignee, nor use the Know How for any purpose except, in either case, to the extent that it can show that the Know How:
- 5.2.1 has become public knowledge other than through any breach of this Agreement; or
- 5.2.2 is received after the Effective Date by it from a third party who did not acquire it in confidence from it or the Assignee, or from someone owing a duty of confidence to it or the Assignee.

6. WARRANTIES

- 6.1 Snax warrants that, as at the Effective Date:
- 6.1.1 it is the sole legal and beneficial owner of all right, title and interest in the Intellectual Property and the Domain Names including, for the avoidance of doubt, the Know How;
- 6.1.2 it has full power to enter into and perform this Agreement and to:
- (a) assign the Intellectual Property and the Domain Names to the Assignee in the manner contemplated by this Agreement; and
- (b) transfer the Plant and Machinery to the Assignee;
- 6.1.3 the particulars set out in Schedule 1 (Patents), Schedule 2 (Trade Marks), Schedule 3 (Domain Names) and Schedule 4 (Plant and Machinery) are complete and accurate in all material respects;
- 6.1.4 in relation to the Know How, except for the Assignee, Snax and certain employees of Snax (all of whom are subject to an enforceable obligation of confidentiality), all Know How has been kept confidential and has not been disclosed to third parties (unless subject to appropriate confidentiality undertakings);
- 6.1.5 in relation to the Assignment at clause 2, there is no encumbrance on, over or affecting any of the Intellectual Property, including for the avoidance of doubt the

Know How, Patents and the Trade Marks, or the Domain Names, and no person has any right or claim, exercisable now or in the future and whether contingent or not, in respect of the same;

- 6.1.6 for the avoidance of doubt, nothing shall prevent or exclude the Assignee from freely assigning to any third party the benefit of the rights assigned to the Assignee under this Agreement;
- 6.1.7 the Intellectual Property and the Domain Names, including for the avoidance of doubt the Know How, do not infringe the statutory or common law rights, including without limitation, the intellectual property rights, of any third party;
- 6.1.8 it has not authorised, licensed or otherwise permitted, whether expressly or impliedly, any use whatsoever of all or part of the Intellectual Property or the Domain Names or granted to any third party any right or interest in respect thereof;
- 6.1.9 so far as Snax is aware, Snax is the sole legal and beneficial owner of the Plant and Machinery free from hire or hire purchase agreement or leasing or factoring agreement for payment or deferred terms; and
- 6.1.10 there is no Encumbrance on, over or affecting any of the Plant and Machinery and no claim has been made by any person to be entitled to the benefit of any such Encumbrance.

7. INDEMNITY

- 7.1 Snax shall fully indemnify the Assignee against any and all loss, damages, costs or expenses sustained or incurred by the Assignee arising out of any breach by Snax of any of the warranties specified in clause 6 of this Agreement and at the request of the Assignee (or its nominee) Snax shall provide all reasonable assistance at its expense to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of such breach.

8. RIGHTS OF THIRD PARTIES

- 8.1 Save as otherwise specified in this Agreement, any person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any provision or clause contained in this Agreement.

9. COUNTERPARTS

- 9.1 This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original but all the counterparts together shall constitute one and the same instrument.

10. GOVERNING LAW AND JURISDICTION

- 10.1 This Agreement is governed by, and is to be construed in accordance with, English law.
- 10.2 The Parties submit to the exclusive jurisdiction of the English courts to settle any dispute arising out of or in connection with this Agreement.

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Patent Number	Title	Publication Date	Applicant	Inventor
AU2003213478	Breadcrumb Coating for Food Products	14.08.2003	Novus Foods Holdings Ltd	Keith Pickford
US2003198711	Microwave batter comprising amylase	23.10.2003	Novus Foods Holdings Ltd	Keith Pickford
US2002192332	Microwave batter comprising amylase	19.12.2002	Novus Foods Ltd	Keith Pickford
US6613370	Breadcrumb coating for food products	02.09.2002	Novus Foods Ltd	Keith Pickford
AU5658400	Stabilisation of microwave heated foods	30.11.2000	Novus Foods Ltd	Keith Pickford
US6261625	Stabilization of microwave heated foods	17.07.2001	Novus Foods Ltd	Keith Pickford
US6326599	Microwave oven food receptacle	04.12.2001	Novus Foods Ltd	Keith Pickford
US6097017	Microwave oven food container	01.08.2000	Novus Foods Ltd	Keith Pickford
NZ502467	Stabilisation of microwave heated foods with a composition that comprises a mixture of cellulose gum, hydrocolloid and protein isolate	27.04.2001	Novus Foods Ltd	Keith Pickford
PT820239T	Microwave batter comprising amylase	31.07.2002	Novus Foods Ltd	Keith Pickford
NZ284530	Microwaveable food coating comprising starch, cellulose gum, flour, enzyme additive, emulsifier and reducing sugar	25.03.1998	Novus Foods Ltd	Keith Pickford
WO9303634	Microwavable coatings based on starch and cellulose	04.03.1993	Novus Investments Ltd	Keith Pickford
WO9303627	Process for manufacturing a shaped food product by forming a gel comprising a cellulose gum, alginate and a gelation agent	04.03.1993	Novus Investments Ltd	Keith Pickford
GB2258800	Food product	24.02.1993	Novus Investments Ltd	Keith Pickford
WO8806007	Microwave cookable batter	25.08.1988	CIBUS SA	Keith Pickford Wolfgang Schweizer

SCHEDULE 3
DOMAIN NAMES

Part 1 UK Domain Name

snaxonthego.co.uk

keith.pickford@snax-go.com) to be retained and then moved to a new service provider
joan.pickford@snax-go.com)
info@snax-go.com)

fred.humphrey@snax-go.com and andy.watmough@snax-go.com are to be deregistered.

Part 2 Other Domain Name

snaxonthego.com

SCHEDULE 4
PLANT AND MACHINERY

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:

(22411382.08)

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

HITACHI Larder Refrigerator

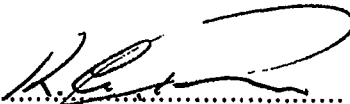
2 Wall Racks

Partitioning between offices and kitchen and laboratory area

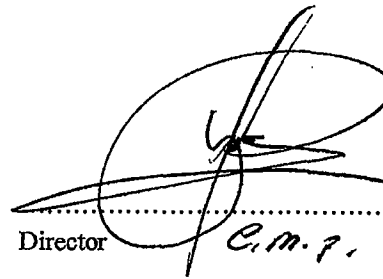
Fitted furniture in the kitchen area

THIS AGREEMENT has been signed on behalf of the parties by their duly authorised representatives on the date which appears first on page 1.

SIGNED by a duly authorised)
representative for and on behalf of)
SNAX ON THE GO LIMITED)
being signed by:)
.. *Keth Graham Pretford*)


.....
Director

SIGNED by a duly authorised)
representative for and on behalf of)
MAGSNACK B.V.)
being signed by:)
.. *C.M.P. v.v. DOORN*)


.....
Director *C.M.P. v.v. DOORN*