

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Abbotsbury Software, Ltd.	11/09/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Timothy Snape
Street Address:	West Yard Barn, West Street
City:	Abbotsbury, Dorset DT3 4JT
State/Country:	UNITED KINGDOM
Name:	Winslow, Inc.
Street Address:	49 Ohio Street
City:	Navarre
State/Country:	OHIO
Postal Code:	44662
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	6722801
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Perkins Coie LLP
Address Line 1:	PO Box 1247
Address Line 2:	PATENT-SEA
Address Line 4:	Seattle, WASHINGTON 98111
ATTORNEY DOCKET NUMBER:	32052.9580.US01

OP \$40.00 6722801

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**PATENT**  
**REEL: 023758 FRAME: 0691**

NAME OF SUBMITTER:

Wade Barbus

**Total Attachments: 4**

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## WAIVER, RELEASE AND ASSIGNMENT AGREEMENT

THIS AGREEMENT, entered into this 9<sup>th</sup> day of Nov. 2009, is by and among Timothy Snape, an individual residing at [Address] ("*Inventor*"), Winslow, Inc., an Ohio corporation having its principal place of business at 49 Ohio Street, Navarre, OH 44662 ("*Winslow*") and Abottsbury Software Ltd., a British company having its principal place of business at West Yard Barn, West Street, Abbotbury, Dorset DT3 4JT England ("*Company*").

Whereas, Inventor conceived of, reduced to practice or otherwise invented the Inventor IP (as defined below);

Whereas, Inventor subsequently assigned the Inventor IP (as defined below) to Winslow;

Whereas, Inventor founded and has been employed by Company for a period of time since 1980 and still is employed by Company; and

Whereas Company may have rights in and to the Inventor IP (as defined below) based on Inventor's employment relationship with Company;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### I. Representations and Warranties.

A. Winslow is the owner of the right, title and interest in certain technology related to industrial scale printer and digital press (the "*Technology*"), including but not limited to the patents and applications set forth on Exhibit A, and any applications which claim priority to the above referenced patents and/or applications, any applications to which the above referenced patents and/or applications claim priority, and any continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for the Technology (hereinafter "*Inventor IP*").

B. Company hereby represents and warrants that Inventor's contributions to the Inventor IP did not violate any of his outstanding obligations to Company. Company hereby irrevocably and unconditionally releases, and represents and warrants that Company will not assert any rights in the Inventor IP and Patent Rights (as defined below).

C. The parties have the full right to enter into this Agreement and Company has the full right and authority to provide Inventor and Winslow with the representations and warranties and rights provided for herein.

### II. Assignment of Patent Rights.

A. To the extent Company may have any right, title or interest in the Inventor IP, for good and valuable consideration, the receipt for and sufficiency of which is hereby

acknowledged, Company does hereby sell, assign, transfer and set over unto Winslow, its legal representatives, successors, and assigns, any right, title and interest in and to the following patent rights (the "*Patent Rights*"):

- (1) all Inventor IP;
- (2) all causes of action (whether known or unknown and whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, any of the Inventor IP, including, without limitation, all causes of action and or enforcement rights for
  - (i) damages;
  - (ii) injunctive relief; and
  - (iii) any other remedies of any kind

for past current and future infringement and all rights to collect royalties and other payments under or on account of any of the Inventor IP.

B. Company shall not execute any writing or do any act whatsoever that conflicts with the terms and conditions of this Agreement, and Company will, at any time upon request, without further or additional consideration, but at the expense of Winslow, execute such additional assignments and other writings and do such additional acts as Winslow may deem necessary or desirable to perfect Winslow's enjoyment of the Patent Rights.

### III. Assignment of Agreement; Binding Effect.

This Agreement cannot be assigned by either party without the prior written consent of the other party, which will not be unreasonably withheld, except that Winslow may assign this Agreement to any successor of all or substantially all of its business to which this Agreement relates, including, but not limited to, any purchaser of the Inventor IP, without the prior written consent of Company. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.


### IV. Miscellaneous.

This Agreement will be governed for all purposes by the laws of the State of Delaware, excluding its choice of law provisions to the contrary. If any provision of this Agreement is declared void, such provision will be deemed severed from this Agreement, which will otherwise remain in full force and effect. The headings appearing at the beginning of the several sections making up this Agreement have been inserted for identification and reference purposes only and will not be used in the construction and interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement. The parties agree that this Agreement constitutes the complete and exclusive statement of the agreement between them as to the specific subject matter hereof.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives.

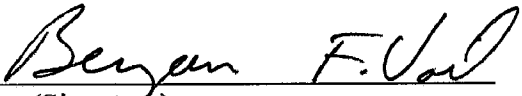
AGREED TO AND ACCEPTED BY:

INVENTOR

By:   
Timothy Snape


Date: 9<sup>th</sup> of November, 2009

WINSLOW, INC.

By:   
(Signature)  
Name: Benjamin F. Vail, Treasurer

Date: November 9, 2009

ABOTTSBURY SOFTWARE LTD.

By:   
(Signature)

Name: TIMOTHY SNAPS

Date: 9<sup>th</sup> of November, 2009

**EXHIBIT A**

<b><u>Patent or Application No.</u></b>	<b><u>Country</u></b>	<b><u>Filing Date</u></b>	<b><u>Title of Patent and First Named Inventor</u></b>
6,722,801	US	8/23/2002	Digital press Timothy Snape
60/184,781	US	2/24/2000	Industrial scale printer Timothy Snape
PCT/US01/006205	WO	2/26/2001	Digital press Timothy Snape