

## ASSIGNMENTS SECTION - GUIDELINES FOR A3s/B1

1. Remove Assignment files from racking where they will have been placed by A1 in strict form filing date order, after booking-in work has been completed.
2. Check RS Sheet to see if there are any comments by A1 concerning under payments, incorrect Forms, or disparity between details on documents and those shown on the Register. Note, no action is taken on un-granted European Applications, nor do we 'register' Licence or Security Agreement(mortgage) requests for un-published cases these may be held, all other requests(assignments, etc.) should be returned and the agent advised to notify the EPO.
3. Some "Assignments" are mortgages in what they do and are treated as such. Note that actions should happen (ie. they date they occur) in the order which logically suits the chain of events. If any of the requirements are not met, send a standard letter to PA/Applicant drawing attention to the relevant problem, always make any changes to the Address for Service **NOW**. Where the current AFS is also the current (ie. old) proprietor, action must be considered. Always raise the question of who should be the afs in the future with the first letter issued. Make relevant entry in RS book, make note on Report Form, enter in Personal Stats book as cleared for weekly stats purposes. Request file and put documents away.
- "B" Documents are not required to prove the assignment when the Form 21/77 has been signed by or on behalf of all the parties to the transaction (and the registered proprietor is one of those parties).
4. When a reply reaches us, the case is re-instated and entered in the R S Book under its original reference number. Unless an additional fee is also received, nothing is shown under the £ headings. This entry is taken into account for stats purposes as a refile and is returned to the officer who first dealt with the case.
5. If all requirements are met refer to Reg Ins notes.
6. Complete check list on reverse of report sheet. (See copy attached).
7. For single applications call file and place assignment folder at the back of the file. For multiple applications and the documents are placed on the highest published number available. Should the schedule be entirely unpublished the documents go on the highest application number available.

## ASSIGNMENTS

Assignment is the sale of a patent/application. An assignment document may be quite straight forward, but as the transfer of ownership is involved it may be preferred and is the recommendation of the Office, that you employ the services of a Solicitor or Patent Agent.

However, if drawing up the document oneself, the following should be borne in mind.

Assignments must state:

- 1) The present owner of the patent/application giving both name and address(seller).
- 2) That the buyer is acquiring ownership and give his full name and address.
- 3) The signatures of all parties involved.
- 4) The number(s) of the patent/application.
- 5) Confirm that sale took place.
- 6) The date of the transaction.
- 7) A monetary amount paid. If applicable - certify that the transaction does not form part of a larger or series of transactions the value of which is in excess of £60,000 (The certification clause), see below.

If the monetary consideration and certification clauses are both included, the document is exempt from Stamp Duty. If only one, or neither are included, or if the transaction is in excess of £60,000, then the document should be presented to Inland Revenue for assessment of the duty to which it may be liable.

In order to register the assignment:-

File Patent Form 21/77 the fee is currently nil(£0). Provided the form 21/77 has been signed by all parties to the assignment, no additional documents need be sent. However, if all signatures cannot be obtained, the original document &/or a certified copy of the document should be sent with the form 21/77.

When registration has been made, the original, if sent, will be returned endorsed with the Comptroller's stamp if a certified copy was provided for retention on the patent file. The documents held will be open to public inspection.

=====  
"It is hereby certified that the transaction hereby effected does not form part of a larger or series of transaction in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £60,000."

The wording is prescribed (Section 34(4)) Finance Act 1958. It cannot be altered.



15.05.2005

**OVERVIEW**

The Assignment Section takes action on Forms 21/77, 20/77 and 11/77 to record/register changes affecting Applicant/Proprietors and/or their rights. Form 21/77 changes the proprietor of a patent by means of a transfer in ownership. Form 20/77 updates a change of name of the proprietor and a Form 11/77 corrects an error in the register, or any connected document, not an error in an application, or form filed to advance that application.

The A1 posts have responsibility for the receiving and booking in of all correspondence in to the Section, the entry on the register of the "Application under Section 30/32 filed ddmmyyyy", to advertise the filing of the request for registration. This is a notice with a legal effect. They must also book work in and out onto the Excel RS sheets, update the Patent Register with changes of name forms 20/77 and complete file work.

"A" [REDACTED] The A3 posts have responsibility for dealing with the most common form which is the 21/77 (fee £nil). This is used to record/register a transaction/instrument/event and is actioned by the A3s. Assignments, licences and mortgages, (including debentures, charges and security - agreements) form the most common transactions: Statutory instruments (Acts of Parliament, not necessarily British), court injunctions, mergers and grant of probate also feature regularly in day to day registrations. The post is detailed and requires the assessment of papers which may have originated in many parts of the world, in different languages. Translations into English are required and must be verified (before 01.01.05), but plain translations now are acceptable. Staff must also consider Stamp Duty, a property tax levied by the Inland Revenue (accepting a document signed before 28<sup>th</sup> March 2000, not containing the correct Stamp can result in the Office being fined by the Inland Revenue and the registration being struck off). The transactions are often filed in a sequence of events, providing a history of the patent ownership, which must be separately verified and resolved before the next step can be considered. The post requires some detailed and careful thought, agents are often asked, via the phone or by letter to provide additional documents, or missing papers. There is also Optics action to complete.

"B" [REDACTED] The B1 acts as an arbiter in cases of unusual evidence and to liaise with other parts of the Office, Legal Division, Formalities, Restorations, etc. and with agents and other agencies, such as the Inland Revenue.

## 2.01 ANIMATION OF FORMS 21/77 AND DOCUMENTS

Remove Assignment files from racking where they will have been placed by A1 in strict form filing date order, after booking-in work has been completed.

Check RS Sheet to see if there are any comments by A1 concerning under payments, incorrect Forms, or disparity between details on documents and those shown on the Register. Note, no action is taken on un-granted European Applications, nor do we 'register' Licence or Security Agreement (mortgage) requests for un-published cases these may be held, all other requests (assignments, etc.) should be returned and the agent advised to notify the EPO.

## HOW TO REGISTER

### 2.02 ASSIGNMENTS

Take Assignment Green Jacket off the shelf.  
Call off DIS FUL OPTICS Print  
Check there is a Section 30/32 entry on the register  
Then check the following

- 1) Name and address of Proprietor, to agree with the Register, Optics or papers as appropriate.
- 2) Name and address of the assignee
- 3) Out right assignment of "patents"
- 4) Number of patents involved (If not all patent numbers on the deed are contained within Form 21/77, query those remaining
- 5) Signatures. Before the 01.01.05 both signatures of the assignor and assignee should be present on the evidence. However, we will accept the signature of the assignor only on the Form 21/77. If documents are supplied after the 01.01.05 we only need the signature of the proprietor. If the Form 21/77 is filed correctly we can ignore the evidence provided.
- 6) If co-proprietors; and any share is assigned then, consent of the proprietor not involved is required.
- 7) Some European cases will be filed on the form 21/77 with a copy of the European Patent Form 2544 (exhibit 5) which will mean they have filed the assignment before the European Office. We will use the effective date on the form to record the transaction. (Note: If the EPO2544 is effective before grant we only need this form and pass to Register Maintenance to action.
- 8) Terminated, ceased, or expired patents we take no action on, raise queries and advise agent of position.



- "E"
- 9) If the assignment took place before the 28th March 2000, we will need to check for Stamp Duty. Consideration paid and Certificate of Value clause should be present in the documents, or a copy of the Inland Revenue Stamp on the front page of the assignment. We will also except the Form 21/77 signed, as SECTION 7 has a declaration confirming that any stamp duty has been paid. If none of these are present, you will need to contact the agent and query this.
  - 10) If register shows existing license or mortgage these must be resolved before action.
  - 11) If outstanding Section 32(3) entry outstanding, then no action until outstanding matters are resolved.
  - 12) Also check to see if there are any licences, security agreements, LOR etc. on the register as they may affect the assignment.

### **2.03 TO RECORD STRAIGHT FORWARD ASSIGNMENT**

Optics Menu - Option 8 or REG INS in action box  
Type in Patent/Application number  
Select option 3 - Change registration of role  
Select option 1 - Deed of assignment  
Selection option 1 - Applicant/Proprietor  
Enter New ADP Number  
Enter Old ADP Number  
Type Y - Satisfactory Match  
Type Y - Satisfactory Match  
Enter date filing of Form 21/77  
Enter date of Instrument  
Enter File number where evidence/form is to be filed  
Type N to suppress Journal Entry  
Optics will ask you to check the entry - Type y if correct  
Type patent number(s) related to case  
Optics will again ask you to check the entry  
If correct Type Y  
Assignment is now recorded.

Follow up Optics entries by filling in Assignments preformed (exhibit )  
Send out letter, stamp any documents for returning, Voucher for relevant GB & EP file(s), or make up EP files (if published in English)  
make out index cards and complete file work and file green jacket on evidence file. (File Work)

# **Reg Admin Desk Notes**

**Reviewed by**

**Steve Adkins**

**Accepted by**

**Debbie Cooke**

**on**

**1<sup>st</sup> August 2007**



## DESK NOTES

## PATENT ASSIGNMENTS

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## OVERVIEW

The Assignment Section takes action on Forms 21/77, 20/77 and 11/77 to record/register changes affecting Applicant/Proprietors and/or their rights. Form 21/77 changes the proprietor of a patent by means of a transfer in ownership. Form 20/77 updates a change of name of the proprietor and a Form 11/77 corrects an error in the register, or any connected document, not an error in an application, or form filed to advance that application.

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The A3 posts have responsibility for dealing with the most common form which is the 21/77 (fee £nil). This is used to record/register a transaction/instrument/event and is actioned by the A3s. Assignments, licences and mortgages, (including debentures, charges and security - agreements) form the most common transactions: Statutory instruments (Acts of Parliament, not necessarily British), court injunctions, mergers and grant of probate also feature regularly in day to day registrations. The post is detailed and requires the assessment of papers which may have originated in many parts of the world. If filed in another language from English, a plain translation is acceptable. Staff must also consider Stamp Duty, a property tax levied by the Inland Revenue (accepting a document signed before 28<sup>th</sup> March 2000, not containing the correct Stamp can result in the Office being fined by the Inland Revenue and the registration being struck off). The transactions are often filed in a sequence of events, providing a history of the patent ownership, which must be separately verified and resolved before the next step can be considered. The post requires some detailed and careful thought, agents are often asked, via the phone or by letter to provide additional documents, or missing papers. There is also Optics action to complete.

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The B1 acts as an arbiter in cases of unusual evidence and to liaise with other parts of the Office, Legal Division, Formalities, Restorations, etc. and with agents and other agencies, such as the Inland Revenue.

## CHAPTER 1

### BAND A1 DUTIES

**1.01** Post is collected from Document Reception each morning. Post is then split into Forms 21/77, 11/77, 20/77, letters making enquiry, changes of address and Refile's. Every letter and form needs to be date stamped with today's date.

**1.02.** All requests may relate to one, or many cases. Each case is allocated its own new RS number, that number is the next new number and will be specific to that action on that case. Each request is listed into EXCEL RSNNN giving each case its own line and RS number and any RS numbers associated with that one form bracketed together by \* in the schedule column with S\* noting the first in the schedule.

**Always** read the letter and note any requests for urgent attention.

**Always** check for papers, or parts of the letter which do not relate to the assignments section and are for other parts of the office. A copy of the letter and all papers must be sent to the appropriate section, note on the RS sheet any such action you take.

**1.03** Remember that forms 21/77 together with documents (or alone), may have to be returned to the agent for signatures, or Stamp Duty requirements. Check the filing date on the form and refer to any letter for references to an official letter or that the letter is a reply, to see if this is the case. If the form or letter now filed is a reply, or refile then it must not be booked in as a new form, refer to REFILE'S. All new forms 21/77 must be booked in, in the normal way.

**1.03a** An RS sheet must be attached to every letter/form that has been entered onto the Excel Spreadsheet. Note what form(s) or papers were received onto the RS Sheet. If it is a new Form 21/77, a green jacket must be made up noting the RS number and highest published number on the front of the jacket.

**1.03b** A letter may be a request for information on how to register an action, such letters are booked in as if they were actions 21/77, 20/77 etc. except that no green jacket is required, and no section 30/32 entry is made.



Existing RS Sheets are listed on the left hand side.

Arrow down and click on ASNEW.WK4

The sheet should appear; if it doesn't, click on the yellow tab entitled "ASBOOK"

Click on title ASNEW.WK4

Press F2 to edit

Remove the letters 'NEW' and replace them with the correct number for that week. For example, the week beginning Monday 14<sup>th</sup> June 2004 should be AS2404.WK4

Click on FILE

Click on SAVE AS

Alter the highlighted text so it displays the title you require

Click on OK

The new RS Sheet will now be saved and will be listed in the directory for that particular year

If a refile does not have an RS number, try the following:

(i) Go to Optics, enter DIS FUL and the patent application number, scroll down the screen until you find Application under Section 30/32 filed 'ddmmyy', the date of that entry should be the date on which the Excel File/RS book entry was made, find the Excel File/RS book for that date, turn to and find the entry for this case, complete as above also noting the RS number. If this doesn't work then ask the person to whom the letter is addressed for the RS number.

"F"

1.06

Where a form 21/77 is filed or, where the Form 20/77 is requesting a change of name, then registration of the form is required. Form 20/77 for a change of address/AFS only, no action required.

REG FIL

Split forms 20/77 & forms 21/77. Put into filing order. State form and date of form action. Menu option 7. Enter publication number. Next check entry, type Y if correct, then N to allow Journal entry. If there is more than one patent number for the same form type for the same filing date they can be added here, otherwise they should be entered as separate actions. Next screen check cases are correct. Check for application number, the class and the grant date. No patent number, no grant date just application number, then the class is unpublished, go to unpublished cases. If you have the patent number and application number but no grant date the class is A pub, if all three are present the case is B pub (granted), enter this information onto RS sheet, type in Y for those cases having publication number or publication number and grant date and where you are sure you have entered the number correctly from the form/evidence supplied, N for those having only an application number, action. If form not logged comes up on the screen get the B1 or document reception to log the form, they will need to know the case number(s), form type and filing date.

Using the usual procedure find the new ADP No. Make certain that the address matches between the ADP No and the request.

- e) Next Action "**REG NAM**".
- i Enter Patent No
- ii Option 1-3 (change name and/or address)
- iii As screen requests, enter old and new ADP numbers
- iv Home/Action
- v Enter "**Y**" to confirm correct addresses
- vi Enter appropriate option
- vii Home/Action
- viii As authority enter **F20** or **A3** or **A1** as appropriate
- ix Date of instrument – will be the date on the evidence when the change took place (before the 01.01.05). Otherwise we take the date of filing as the date of instrument.
- x See Section C above
- xi Home/Action
- xii Check details on screen and confirm with "**Y**" if correct. If not enter "**N**" and repeat as from (viii) above
- xiii if more than one case has been identified with the same existing ADP No then enter the patent numbers in the appropriate column
- xiv As final check confirm that cases are in force before entering "**Y**" to confirm case
- g) **GB cases** that are not granted have work to do on files For change of name of Applicant only:-. After files are vouchered (exhibit 1), open file to Form 1/77.
  - i Prepare CS1 (exhibit 2) show Application number new Applicant (if appropriate) and ADP number.
  - ii Turn to minute sheet and use stamp. Sign, date and return to the person who issued the file.
- h) **Un-granted EP Cases** – no action can be taken. Any A-published cases should be minuted to EP Translations.
- i) When all above actions have been carried out
- i) Send out a letter of confirmation to the person filing the form (PAA1)

EMPHASIS  
ADDED -  
PAA1 IS  
A STANDARD  
LETTER  
NOT "the  
form".

Form 11/77 can be used: (option (I), Rules 35 & 36) provided that a form 7/77 has not been filed to request an amendment. The action will be taken by Formalities.

(Option (iii) Rule 47) Where an error has occurred resulting in a mistake being entered on the Register, as a result of a Form 20/77, or 21/77 request. The action is taken by Assignments. (Option (iii) Rule 47) where an entry made at the EPO on an EP(UK) is found to be wrong after grant. Dealt with by European Translations. (option (iv) Rule 91) Correction of any other error or mistake is dealt with by Legal Section Post-Grant and Formalities. The forms should be passed to the B1 in Assignments before any action is taken.



## CHAPTER 2

### BAND A3 DUTIES

#### 2.00 INTRODUCTION

Assignment is the sale of a patent/application. The document may be quite straight forward, but as the transfer of ownership is involved it may be preferred and is the recommendation of the Office, that you employ the services of a Solicitor or Patent Agent.

However, if drawing up the document oneself, the following should be borne in mind.

Assignments must state:

- "I" [redacted]
- 1) The present owner of the patent/application giving both name and address (seller).
  - 2) That the buyer is acquiring ownership, and giving his full name and address.
  - 3) The signature of the person giving the right
  - 4) If before the 01.01.05 the signature of all parties are required or signed on behalf of them.
  - 5) The number(s) of the patent/application.
  - 6) Confirm that sale took place.
  - 7) The date of the transaction
- "J" [redacted]

"K" [redacted] **Note 8 & 9 are not necessary if the assignment is completed on or after 28 March 2000.**

- "L" [redacted]
- 8) A monetary amount is paid.
  - 9) If applicable – certify that the transaction does not form part of a larger or series of transactions the value of which is in excess of £60,000 (The certification clause), see below.

"M" [redacted] If the monetary consideration and certification clauses are both included, the document is exempt from Stamp Duty. If only one, or neither are included, or if the transaction is in excess of £60,000, then the document should be presented to Inland Revenue for assessment of the duty to which it may be liable.



## 2.01 ANIMATION OF FORMS 21/77 AND DOCUMENTS

Remove Assignment files from racking where they will have been placed by A1 in strict form filing date order, after booking-in work has been completed.

"N" [redacted] Check RS Sheet to see if there are any comments by A1 concerning under payments, incorrect Forms, or disparity between details on documents and those shown on the Register. Note, no action is taken on un-granted European Applications, nor do we 'register' Licence or Security Agreement (mortgage) requests for un-published cases these may be held, all other requests (assignments, etc.) should be returned and the agent advised to notify the EPO.

## HOW TO REGISTER

### 2.02 ASSIGNMENTS

Take Assignment Green Jacket off the shelf.  
Call off DIS FUL OPTICS Print  
Check there is a Section 30/32 entry on the register  
Then check the following

- "O" [redacted]
- "P" [redacted]
- 1) Name and address of Proprietor, to agree with the Register, Optics or papers as appropriate.
  - 2) Name and address of the assignee
  - 3) Out right assignment of "patents"
  - 4) Number of patents involved (If not all patent numbers on the deed are contained within Form 21/77, query those remaining
  - 5) Signatures. Before the 01.01.05 both signatures of the assignor and assignee should be present on the evidence. However, we will accept the signature of the assignor only on the Form 21/77. If documents are supplied after the 01.01.05 we only need the signature of the proprietor. If the Form 21/77 is filed with Evidence we still scan it to make sure it matches the form.
  - 6) If co-proprietors; and any share is assigned then, consent of the proprietor not involved is required.
  - 7) Some European cases will be filed on the form 21/77 with a copy of the European Patent Form 2544 (exhibit 5) which will mean they have filed the assignment before the European Office. We will use the effective date on the form to record the transaction. (Note: If the EPO2544 is effective before grant we only need this form and pass to A3 (Tape Report) to action.
  - 8) Terminated, ceased, or expired patents we take no action on, raise queries and advise agent of position.

- 9) If the assignment took place before the 28th March 2000, we will need to check for Stamp Duty. Consideration paid and Certificate of Value clause should be present in the documents, or a copy of the Inland Revenue Stamp on the front page of the assignment. We will also except the Form 21/77 signed, as SECTION 7 has a declaration confirming that any stamp duty has been paid. If none of these are present, you will need to contact the agent and query this.
- 10) If register shows existing license or mortgage these must be resolved before action.
- 11) If outstanding Section 32(3) entry outstanding, then no action until outstanding matters are resolved.
- 12) Also check to see if there are any licences, security agreements, LOR etc. on the register as they may affect the assignment.

### 2.03 TO RECORD STRAIGHT FORWARD ASSIGNMENT

Optics Menu - Option 8 or REG INS in action box

Type in Patent/Application number

Select option 3 - Change registration of role

Select option 1 - Deed of assignment

Selection option 1 - Applicant/Proprietor

Enter New ADP Number

Enter Old ADP Number

Type Y - Satisfactory Match

Type Y - Satisfactory Match

Enter date filing of Form 21/77

Enter date of Instrument

Enter File number where evidence/form is to be filed

Type N to suppress Journal Entry

Optics will ask you to check the entry - Type y if correct

Type patent number(s) related to case

Optics will again ask you to check the entry

If correct Type Y

Assignment is now recorded.

Follow up Optics entries by filling in Assignments preformed (exhibit )  
Send out letter, stamp any documents for returning, Voucher for relevant GB & EP file(s), or make up EP files (if published in English)  
make out index cards and complete file work and file green jacket on evidence file. (File Work)



The probate registry issues the document, which is called a **grant of representation**

1. Probate is issued to the executors named in the deceased will
2. Letters of administration are issued when there is a will but when there is no executor named.
3. Letters of administration are issued when the deceased has not made a will or any will made is invalid.

## **2.09 Recording a beneficiary**

Check to see what of the above evidence we have received. Usually a form 21/77 with a copy of the probate with the will attached as an annex.

Optics Menu 8 or REG INS in the next action box

Type in patent/application numbers

Select option 3 (change of registration of role)

Select option 3 or 4 (whichever is appropriate)

Select 1 (Applicant/proprietor)

New Proprietor's ADP

Old Proprietor's ADP

Type Y for satisfactory match

Date of Instrument

File number where evidence is filed

Type N for suppress journal entry

Type Y correct entry

Type in schedule of cases if applicable

Type Y to confirm entry completed.

Beneficiary should now be recorded. Follow up with any file work.

## **2.10 AGREEMENTS**

The checklist is as for assignments take care to read the documents to see what the actual agreement might involve.

## **2.11 Mortgages /Security Agreements**

Note that there is NO CHANGE OF TITLE unless the mortgagor forecloses in which case a second entry is made.

The same checking is done as for an assignment. Note that some mortgages are set out as Security Agreements, Debentures, charges these are subject to the same checks as mortgages, but are registered as Security agreements.



## TO RECORD A MERGER

Optics Menu 8  
Or REG INS in next action box  
Type in Patent/Application number  
Select 3  
Select Option 2 (Merger)  
Select Option 1 (Applicant Proprietor)  
Enter New ADP No.  
Enter Old ADP No.  
Type Y - Satisfactory Match  
Enter date filing Form 21/77  
Enter date of Instrument  
Enter File No. that docs are to be filed on  
Enter N for Suppress Journal Entry  
Optics will ask you to check register entry below  
If correct type Y  
List Patent numbers included in ADP Order  
Optics will again ask for correct details  
Enter Y  
Merger is now recorded. Complete any file work.

## 2.16 BANKRUPTCY/LIQUIDATION

These are the names used to describe individuals or companies who have been adjudged insolvent by the courts. Their affairs are managed by court appointed officials (administrators, trustees, liquidators, or receivers) who job is to act for those creditors who asked the court to judge the case.

We do not need to see the court decision, or the appointment of the official, they may complete assignments, or licences as if they were the proprietor. However, they may not be registered as the proprietor, their appointment is as a trustee acting on the behalf of others (Section 32(3) of the Patents Act 1977 refers) they have no beneficial interest in the patent.

Optics entry – REG ENT  
Patent number  
Option 11  
Type in a free text entry like:-

"V"  
[REDACTED] Insolvency: The Patent Office has been notified under Article 22 of EC Regulation 1346/2000 that Quantumbeam Limited, Incorporated in the United Kingdom has been subject to proceedings in the United Kingdom pursuant to Section 23 of the Insolvency Act 1986 and that Deloitte & Touche have been appointed as administrators.

When asked to record a transaction on the register where other transactions have happened previously and do not need to be recorded, we can enter a free text entry to show this;

In respect of the immediately preceding entry, the documents filed under Rule 46 indicate that the devolution of rights included intermediate transactions/instruments/events for which no application for registration has been made.

This free text entry should appear directly below the recorded assignment/merger etc.

This can also be used with Change of Name, however, the word transactions should be omitted and Rule 45 should be inserted instead of 46.

## 2.28 Corrections to the Register

Assignments are responsible for some corrections filed on Form 11/77 (fee £40). The form allows for corrections and amendment under several provisions. Rule 47 is considered by Assignments section to correct an action Assignments would have completed, or an error in a form filed at the Office in connection with registration. This is option iii on the Form.

Form 11/77 is "booked in" as a new Form, although there will be a link with previous or, existing work. The A3 case officer is responsible for obtaining the file and documents for which correction is sought.

Preliminary checks are made to see that the fee has been paid, all relevant and quoted papers are present and an extract of the Register placed on file.


The B1 should examine the request;

Establish that the request is a Rule 47 correction and does not form the responsibility of another work unit. Corrections to EP errors and translations on Form 54/77 are the responsibility of European Translations; corrections to specifications and/or, above the line entries on GB patents after grant, Legal Division; Corrections to Patent Applications and errors in specifications before grant, Formalities.

Consider the request and recommend acceptance or, suggest additional requirements to the B2, who decides the matter. The B1 should also propose how the correction should be made.

The B2 has responsibility to allow the correction. There has to be a weighing of the explanation and a balance of how obvious and

probable the error was. There is **not usually** a need to advertise corrections, since no third party is disadvantaged and the OJ(P) entries made on Section 32 are minimal. However, A-Publication and Grant must be considered, to establish whether a replacement, or an erratum is required.

"y"  The A3 case officer makes any changes to documents and Forms as required, changes index cards and issues confirmation of the correction. Changes to documents and Forms are made with red pen, delete the wrong item and enter the replacement adding the note "Form 11/77 filed ddmmyy, held on GB/EPnnnnnnn & initialled". Index cards are sent to London Front Office with a covering minute.

Optics work

REG ENT (11)

Authority – FORM 11

Then type free text;

'Application under Section 32(2)(d) filed on "ddmmyyyy"

If the correction is allowed, the case will be returned to you and another free text entry must be made;

'Application under Section 32(2)(d) filed on "ddmmyyyy" has been allowed'

The correct entry is then made on the register with any 'Roles' implications taken care of.

## **2.29 INFRINGEMENTS**

If you are the proprietor and do not register within 6 months of the date of the transaction the court will not uphold your right against infringement until you have registered it. The court will only uphold your rights from the date of registration. This also applies to evidence. (Refer to Section 68 Manual of Patent Practice).

## **BAND B1 DUTIES**



### **3.01 Main Duties**

- (1) To work with management team to ensure the business objectives in the Corporate Plan and the standards of service set for PBD under the Citizens Charter are understood and met by all staff.
- (2) To manage the team of 3 A1s & 5 A3s, maintain morale, job satisfaction and fair treatment, while ensuring that all staff perform their duties to a good standard.
- (3) To maintain and develop procedures to ensure that standards of speed and accuracy are maintained and monitored. Liaison with Formalities, Litigation and Trademarks may be required to help identify best practice and acceptability and impact of changes proposed.
- (4) To ensure all staff are properly trained to complete their tasks and receive appropriate job experience to further their personal development.
- (5) To ensure that B2 is kept informed of any problems and needs within the area and are provided with the necessary advice and support to enable them to represent PD/B.
- (6) Assisting with work related queries, more complex letters, analysing issues raised by new legislation and telephone enquiries.

### **3.02 Weekly Statistics**

Our responsibility is to deal with the case and issue a reply with the file saying either, "Assignment action complete – OPTICS and file records up-dated, see evidence filed on....", or "Assignment action cannot be completed – further action pending agents reply, see fax/letter dated....." in any case this must be done, or the Formality unit advised, within 24 hours.

<sup>"Z"</sup> **4.08 DISPUTE MANAGEMENT**

<sup>"A1"</sup> Occasionally doubt is cast upon the validity of documents, or a formal court action (divorce, contract litigation) is pending resolution. Post-Grant can only consider whether the transaction/instrument/event does, or does not establish a prima facie right. Cases are likely to be relatively rare and not easily resolved simply by following pre-determined guidelines. Involve the B2 in all cases. If an urgent view is requested by any party and B2/B3/C2 are unavailable PDD/H should be involved. The Office should then register the transaction, or not and suggest entitlement proceedings (Section 8, or 37), rectification of the Register (Section 34), or that an external court action be launched, ie. a formal environment designed to resolve the dispute. What follows is the procedure adopted because of two disputed assignments (GB9508186.5 and GB2132744). See also GB2261583 for guidance by Legal Division.

Part 1. Initial Booking – in and general handling

<sup>"A2"</sup> When told about a dispute, normal booking-in procedures are followed, and the papers linked to the assignment, if received. Whenever the dispute is raised, action to make changes to the rights recorded/registered should be suspended. Changes of name may still be registered. Changes of Address for Service must be carefully considered.

<sup>"A3"</sup> Post-Grant does not decide these matters, but they may be decided elsewhere and it is important to remain above the dispute. Comments about the types of papers required and the attention/weight they will be given should be restricted to general practice, no confirmation should be given that a statement once received will resolve the situation. The intention is to take a view based on the balance of the prima facie evidence. Not to make a registration is to come down on the side of whoever is already on the register.

The B1 will involve the B2, or above before taking a final stance.

Correspondence should be phrased, "it is the preliminary view of the Patent Office", or "in the opinion of the Patent Office". Do not use the words "decided", "decision", or the like, as they have legal meaning in disputes when used by examiners/legal, further Sections 30-33 of the Patents Act 1977 do not provide for decisions.

<sup>"A4"</sup> There is no formal proceeding and it is not customary to require Forms 51/77 from the agents involved.



## Part 2. Substantive treatment of the dispute.

### A1

Booking – in procedures are unchanged, the letter is treated as relating to a Form 21/77 action. An entry is made in the RS book under the 21/77 line, although obviously no fee has been received. The comments column may be annotated "dispute reference", for identification purposes. The letter should be made urgent and placed at the front of the pending work.

### B1

"A5"

Notification of a dispute will usually be a letter by the party claiming loss. First establish whether the matter they dispute has yet to be received (1), is awaiting registration in pending work (2) or, has been registered (3).

"A6"

There may be references to fraud, or wrongdoing by a person in the letter or statements filed, these must be brought to the attention of the C2, any such statements may well be held Not Open to Public Inspection. References in letters or statements which appear disparaging or likely to damage a person should be placed Not Open to Public Inspection by virtue of Rule 93 (5)(a)(i). The agent should be advised of that action and instructed to restrain future comments to factual statements.

1) If nothing has been received, there is little to do. Place the documents on file (to be available for Public Inspection after fourteen days). Then write to the agent suggesting they file a caveat request asking to be notified of an Application for Registration of a Transaction/Instrument/Event. At this stage file Form 49/77, noting an internal caveat with the caveat clerk (G.Y73) and request to be told when a register entry is made "Application under Section 30/32 filed on ddmmyy". This is to draw attention to the form 21/77 that may be filed to request registration of the disputed transaction.

"A7"

2) Where a request for registration is already pending, trace the Form 21/77 and place all of the papers on the one evidence file, keep the disputing agent advising of the pending form (if appropriate when it will be available for Public Inspection), where it is held and by whom it was filed. Write to the agent filing the request for registration, advising them of the dispute and asking for such comments as they may have (to do this you should enclose a copy of the dispute letter) and raise any technical deficiencies with the request.

"A8"

3) If registration has already happened, advise the agent with a copy of the register (if unpublished only a written statement can be issued).



The dispute may revolve around disposal of property which is prohibited by a court (eg. an injunction issued pending completion of a divorce). The agent should then be recommended to file the court order and ask for registration of that restriction on Form 21/77 as an event affecting the rights in the Patent.

Once comments from each side have been received a view should be taken and relevant action planned. It may be felt worthwhile to allow a period between issuing the letter and completing any action necessary. It is not correct to refuse to act because someone is disadvantaged.

Until the correct action has been completed under Section 33, there is no person aggrieved to file an action under, for instance Sections 8, 34, 37, to seek an inter-parties decision on the case and a final settlement.

#### 4.09 ACCEPTABLE SIGNATURE DESIGNATIONS ON FORM 21/77

The new Form 21/77 allows for signatures by or, on behalf of parties to a transaction (assignment, mortgage, licence). We receive forms completed by agents & solicitors who sign saying they are agent for, solicitor to etc. but, not that they act for and on behalf of .....

Difficulty;

We should have a clear and consistent line on the acceptability or, otherwise of the various statements.

Decision;

Signatures must be written and must be against identifiable parties (licensor, assignee/assignor, mortgagor, Fred Bloggs, parties listed overleaf, etc.) but, need not be written separately against each file. They should be accepted where the person signing claims to act in any formal capacity for the parties to the transaction.

#### FORM 21/77 EXECUTION

Following the Civil Evidence Act 1995 and after discussion with Legal Division there are effects on the completion of Form 21/77. Rules and the Form 21/77 itself make no statement that the Form must be signed.

The need for signature(s) is based on our reliance on the document to support the request for registration. Broadly there are three themes;

If the Form has not been signed at all, registration should be made only on the basis of the evidence filed.

Where the Form has been filed with "hearsay" evidence and the transaction is one which may attract Stamp Duty, a signature at (7) on the Form is required to confirm both that rights were acquired and that Stamp Duty requirements are met. A signature by a professional to that statement is accepted without question.

"KK"

When the Form is filed to request registration and no supporting evidence is provided, the requirements are for a signature by the mortgagor, the licensor or, if an assignment both parties. For a licence or assignment those signature(s) are taken to confirm compliance with Stamp Duty legislation.

"LL"

#### 4.10 HEARSAY EVIDENCE

The Civil Evidence Act 1995 has now come into force. The effect of this Act is to allow hearsay evidence to be accepted as proof that something happened. For us this means to support requests for registration on Forms 20/77 & 21/77.

What can we now accept and what can we not accept?

Accept:

Notarial statements saying that a transaction, instrument or event has taken place.

Statutory declarations and affidavits.

Minutes of meetings which confirm that something has happened (eg. minutes of a company meeting which confirm a change of name has been registered with the appropriate authority).

Letters and statements from registration authorities (eg. EPO2544).

"MM"

Not Accept:

"NN"

Statements saying that something will happen (eg minutes of a meeting agreeing that a change of company name will take place).

Letters and statements which do not cite a basis, or document from which they draw the information.

"OO"

See also Signature designation (ASSGN11).

"PP"

#### 4.11 SIGNATURES TO ASSIGNMENT/MORTGAGE DOCUMENTS

**Please note: These notes refer to signatures on documents before the 1<sup>st</sup> January 2005.**

"QQ"

A precedent case heard in the High Court before Justice Jacob (1) has led to a review of the types of assignment execution that can be accepted for registration. This has arisen because assignment/mortgage documents must be executed by the parties to the transaction, if they are not to be void (2).

"RR"

What is meant by void? What effect does the document have?



"SS"

Void, in this instance, means no legal, registerable title passed to the assignee. The document is an enforceable agreement conveying equitable rights.

What is not acceptable?

Any document which does not have both signatures as part of the original execution. A separate acceptance cannot meet this requirement since it "accepts" property from the earlier document, thus it cannot be part of that "assignment".

What is acceptable?

Documents executed in counterpart, where the assignment clearly provides for both parties to sign and both have, although, on separate originals. Assignments where the assignees signature has been added to the original, although as an afterthought. Care, these can only be effective from the latest signature. Assignments which refer to an earlier agreement and are otherwise complete in all respects, although no earlier date of execution can be entered in the Register (with effect from, effective date etc) (3)

"TT"

What should the Office do about these documents when asked to Register them?

"UU"

Legal division have instructed an entry to be put on the Register under Rule 44 (4) "an equitable right in favour of .... has been noted" (4).

An official letter should be sent outlining the position and this will request observations and offer a hearing (5).

Why is this entry made and what should be done with enquiries from the agent or third parties?

The entry is a temporary holding position, it does not complete the Form 21/77 request. This serves to warn third parties of the existence of the equity.

Since formal observations and the opportunity of a hearing are involved, telephone conversations must be carefully reported, any question which is not answerable in simple terms should be requested in writing, it may form part of a observation formally and a reply could be used as evidence during a hearing.

"VV"

What happens after this?

The agent will either;

a) File a legally effective document registration of which is made to complete the original Form 21/77 request.

"WW"

b) Write in with observations or request a hearing, at which time



"XX"

the file will be minted to the unit manager for onward transmission to Legal Division.

"YY"

If the dispute is resolved in the Applicant for registration's favour, the new title will be entered as requested under Rule 46.

"ZZ"

If the dispute is decided against the Applicant for registration, no registration is made. Any fee on Form 2177 is refunded and the entry under Rule 44(4) remains. If the owner in equity requires to enforce their rights legally in the future, either the assignor will have to be joined in the action, or the registration of legal ownership will have to be completed.

"AAA"

c) Not respond, in which case requests for examination, renewal fees etc. should only be accepted on forms bearing the Applicants/Proprietors name on the file/register.

#### 4.11a Bibliography

The transaction under Rule 46 as the document of assignment has not been signed by the parties in accordance with the requirements of Section 30(6). In this respect it is noted that the transaction 1 Baxter International Inc. et al. vs Nederlands Produktielaboratorium Bloedtransfusieapparatuur en Infusievloerstoffen BV et al. No 278 CH 1997

- 2 Patents Act 1977 Section 30(6).
- 3 Coflexip Stena Offshore Limited's patent RPC No. 6 1997
- 4 "Entered under Rule 44(4): Discretionary notice of an equitable right to this Application/Patent in favour of ..... Dated ddmmyy Certified copy of the agreement filed on GB/EPnnnnnn."
- 5 I refer to the Form 21/77 filed at the Office ddmmyy to register the assignment of this patent.

The Office is unable to register document itself is signed only by the assignor, and although it is accompanied by a letter of acceptance which is signed by the assignee, nevertheless the acceptance is a separate document which does not appear to form part of the assignment proper. The equitable right created by the defective transaction document has been recorded as a discretionary entry in the register under Rule 44(4).

You may, within one month of the date of this letter, file observations or request to be heard in this matter."

#### 4.12 Effective Dates

"BBB"  
(Continued)

Requests for registration of a transaction (usually an assignment) sometimes refer to an "effective date" of the transaction, asserting that an earlier (un-exhibited) document transferred title. It is usually part of the registration request that this earlier date is the date accorded to the change of ownership on the Register.

Before such a registration can be made there are objections to be overcome, eg. consideration of the potential Stamp Duty liability of that earlier document and it meeting the requirement to be signed by all parties, together with all other technical requirements. Unless these considerations can be satisfied registration should not be made quoting that earlier date.

While an appropriate signed Form 21/77 will be accepted at face value, registration based on an assessment of the evidence should reflect that evidence and not documents which are unseen and not available for inspection.

(3) Coflexip Stena Offshore Limited's patent RPC No. 6 1997 refers

#### 4.13 Miscellaneous

##### Partnerships & LLP

Consideration will be given to other foreign firms if it is affirmed by the applicant or agent, that under the laws of the foreign state in question, such firms can acquire title to land and property in their own name, such title being wholly unaffected by changes in the personnel of the members. A Scottish partnership firm may apply in its own name, the partners' names being given. Applications may also proceed in the name of a limited partnership organised under the laws of the American state of California, Connecticut, Delaware, Illinois, Michigan, Missouri, New York, Ohio, Pennsylvania, Texas or Wyoming. In Canada, limited partnerships may be incorporated either federally or provincially. In the latter case, the name of the province (e.g. Quebec, Ontario) should be given as the state or incorporation. (MOPP 7.05)

##### Trading as

An applicant who is an individual should apply in his true name. Exceptionally, a pseudonym may be used if it is well established and is customarily used by the individual for banking and other business purposes. The name must be given in full, the surname or family name being underlined. Letters or statements denoting academic or professional qualifications may appear after the name. A statement of nationality or occupation is not required and should not be given. Once a particular established name and signature has been used subsequent business should not be effected by the same individual using a different name or signature unless the name has changed, eg



"CCC" [redacted] due to marriage. **A corporate body should be designated by its legal name and the country of incorporation and, where appropriate, the state of incorporation within that country should be given. In the case of either an individual or a corporate body, a business name or trading style, eg "trading as XYZ", or a former name is not required and should not be given. (MOPP 14.04.05)**

#### C/O address

Each applicant must give, in full, a permanent address, which may be either a private or a business address. A c/o is not acceptable unless it can be shown that it is a permanent address for the applicant which the Office can rely on for communicating with the applicant, e.g. if, in the case of a company, it is registered with Companies House as the company's address. It is in the applicant's best interests to provide the Office with a secure and reliable address. Standard abbreviations, e.g. Rd, USA, are allowable. (MOPP 14.04.07)

#### Trusts

We have to check to see whether trusts can hold property in their own right. e.g. National Health Trust. (Section 32(3) of the Act)

#### Court Orders

We should now recognise court judgments made in other EU member states. Under the Brussels convention, we should be giving recognition to judgments made in another EU member state without further proceedings unless the foreign judgment is irreconcilable with a judgment in the UK or an earlier foreign judgment that should be given recognition.

#### Cancelling Exclusive licence

If an exclusive licensee becomes the proprietor of the patent, we automatically cancel the licence as the new proprietor cannot be recorded as both roles.



JULY 2003EXHIBIT 12C1

## Assignments

A patent or application for a patent is property and, as with any other property, it may be assigned from one person or entity to another. It may also be licenced for use by another person or entity and may be used as security for a mortgage. An application to register such a transaction should be made on Patents Form 21/77.

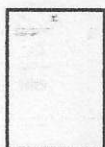
You should note the following:

- The form should be signed by or on behalf of the person or persons making the application to confirm that the rights, which are affected by the transaction, have been acquired and that any stamp duty has been paid.
- In the case of an assignment, the form should be signed by or on behalf of all the parties to the assignment, notably the assignor and assignee; while, in the case of a mortgage or the grant of a licence or security, it should be signed by the mortgagor or grantor. If the form has not been so signed, it should be accompanied by documentary evidence establishing the transaction.

The relevant legislation is found at sections 30 to 33 of the Patents Act 1977 and rule 46 of the Patents Rules 1995.

Free leaflets entitled "Registering transactions which affect the rights in your patent (pdf file 114Kb)" and "Registering licences under your patent (pdf file 111Kb)" are available from the Patent Office, Central Enquiries Unit, Room 1.L02, Cardiff Road, Newport, South Wales, NP10 8QQ.

If you have any questions about registering transactions affecting your patent you should write to the Patents Assignment section in room G.Y73 at the same address. Alternatively you can telephone Steve Adkins on +44 (0)1633 814630 or email [steve.adkins@patent.gov.uk](mailto:steve.adkins@patent.gov.uk).



**21/77 (pdf file 14Kb)**

**Application to register or give notice of rights acquired in a patent or in an application for a patent.**

**Fee: no charge**

Last updated 04 July 2003



SEPTEMBER 2004

EXHIBIT 12C2



## Assignments

A patent or application for a patent is property and, as with any other property, it may be assigned from one person or entity to another. It may also be licenced for use by another person or entity and may be used as security for a mortgage. An application to register such a transaction should be made on Patents Form 21/77.

You should note the following:

- The form should be signed by or on behalf of the person or persons making the application to confirm that the rights, which are affected by the transaction, have been acquired and that any stamp duty has been paid.
- In the case of an assignment, the form should be signed by or on behalf of all the parties to the assignment, notably the assignor and assignee; while, in the case of a mortgage or the grant of a licence or security, it should be signed by the mortgagor or grantor. If the form has not been so signed, it should be accompanied by documentary evidence establishing the transaction.

The relevant legislation can be found on this web site.

Free leaflets entitled "Registering transactions which affect the rights in your patent (pdf file 114Kb)" and "Registering licences under your patent (pdf file 111Kb)" are available from the Patent Office, Central Enquiries Unit, Room 1.L02, Cardiff Road, Newport, South Wales, NP10 8QQ.

If you have any questions about registering transactions affecting your patent you should write to the Patents Assignment section in room G.Y73 at the same address. Alternatively you can telephone Steve Adkins on +44 (0)1633 814630 or email [steve.adkins@patent.gov.uk](mailto:steve.adkins@patent.gov.uk).



### **21/77 (PDF file 14Kb)**

**Application to register or give notice of rights acquired in a patent or in an application for a patent.**

**Fee: no charge**

Last updated 30 September 2004





## The Patents Rules

The Patents Rules 1995 (SI 1995 No.2093) is the secondary legislation which sets out the procedural aspects of all dealings with Office, including details associated with making a patent application. The Rules have subsequently been amended by seven pieces of legislation, namely:

The Patents (Amendment) Rules 1999 (SI 1999 No.1092)  
The Patents and Trade Marks (World Trade Organisation) Regulations 1999 (SI 1999 No.1899)  
The Patents (Amendment)(No.2) Rules 1999 (SI 1999 No.3197)  
The Patents (Amendment) Rules 2001 (SI 2001 No.1412)  
The Patents (Amendment) Rules 2002 (SI 2002 No.529)  
The Patents (Electronic Communications) (Amendment) Rules 2003 (SI 2003 No. 513)  
The Patents Act 2004 (Commencement No. 1 and Consequential and Transitional Provisions) Order 2004 (SI 2004 No. 2177)

The latest of these came into force on 22 September 2004. A consolidation of the Patents Rules which takes account of the changes made by these pieces of legislation has been produced by the Patent Office and is [available to download](#) (pdf file 177Kb).

Any comments on this consolidation should be addressed to:

Tom Marlow  
Patents Legal Division  
The UK Patent Office  
Concept House  
Cardiff Road  
Newport  
South Wales, NP10 8QQ

Tel: +44 (0)1633 813572

E-mail: [thomas.marlow@patent.gov.uk](mailto:thomas.marlow@patent.gov.uk)

*Please note: In order to view pdf format documents, you will need Adobe Acrobat Reader, which is available to download from our [plugins page](#).*

*If you have problems reading a pdf file, please right mouse click on it and choose the save option (wording varies from browser to browser). Make a note of where you saved the file then open it using Adobe Acrobat Reader. Please refer to our page on [PDF problems](#) for a full description.*

Last updated 04 October 2004



# PATENT RULES 1995

20.09.04

Patent Co-operation Treaty, provided that such priority claim has not been lost or abandoned under the provisions of that Treaty;

"Journal" means the journal published in accordance with rule 115.

## **Construction**

3. In these Rules, save where otherwise indicated

(a) references to a section are references to that section of the Act;

(b) references to a rule are references to that rule in these Rules;

(c) references to a Schedule are references to that Schedule to these Rules;

(d) references to a form are references to that form as set out in Schedule 1;

and references to the filing of a form or other document are references to filing it at the Patent Office.

## **Forms**

"A" 4.-(1) The forms of which the use is required by these Rules (except the forms mentioned in rule 121(1)) are those set out in Schedule 1.

"B" (2) A requirement under these Rules to use such a form is satisfied by the use either of a replica of that form or of a form which is acceptable to the comptroller and contains the information required by the form set out in that Schedule.

"C" (3) A requirement under these Rules to use a form shall not apply if the comptroller, in directions made under section 124A, directs that the information required may be presented in some other manner.



INVESTOR IN PEOPLE

Andrew Hall  
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Noyna Lodge  
Manor Road  
Colne  
Lancashire  
BB8 7AS

**The Patent Office  
Patents Directorate**

Concept House  
Cardiff Road, Newport  
South Wales NP10 8QQ  
United Kingdom

Direct line: 01633 814630  
†E-mail: [steve.adkins@patent.gov.uk](mailto:steve.adkins@patent.gov.uk)  
Switchboard: 01633 814000  
Minicom: 08459 222250  
Fax: 01633 814563  
DX 722540/41 Cleppa Park 3  
<http://www.patent.gov.uk>

Your ref : None  
Our ref : CH/GY20/SRA

Date : 25<sup>th</sup> July 2005

Dear Mr Hall

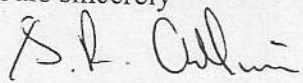
**Patents Act 1977: Patents Rules 1995**  
**Application/Patent No: GB2267412**

Further to your telephone enquiry this morning with Paul Twyman.

"A" { I can confirm that when we record an event/instrument/transaction on the Register we send out a confirmation letter with a copy of the Register. It is noted on these confirmation letters to let us know if any mistakes have been made. } "B"

If I can be of any further assistance please do not hesitate to contact me.

Yours sincerely

  
Steve Adkins  
Patent Assignments Manager

† Use of E-mail: Please note that under patent law e-mail may be used to file correspondence only.





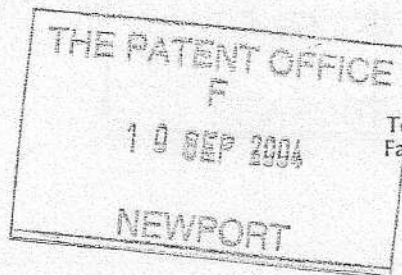
Chartered Patent Attorneys  
European Patent Attorneys  
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www.wilsongunn.com



Our Ref: JER/DS/LJS/

Your Ref:

Date: 9 September 2004

The Comptroller,  
The Patent Office,  
Concept House,  
Cardiff Road,  
Newport,  
South Wales,  
NP10 8QQ.

BY FAX  
CONFIRMATION BY POST

Dear Sir,

Re: UK Patent No 2267412  
Acquired by Tonewear Limited  
From Sense-Sonic Limited

We enclose herewith an application to record a transfer of ownership of the above UK Patent. In support of this application we enclose herewith:-

1. Patents Form No. 21/77;
2. A certified copy of an extract of a certified copy of the agreement dated 15 September 2003.

Yours faithfully

Wilson Gunn M'Caw

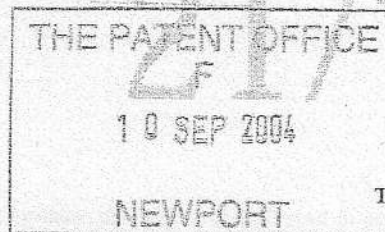
Wilson Gunn M'Caw

Enc

Bill Downey, B.Sc.(ENG), EPA, CPA, MITMA, ETMA, Barry Quest, M.A.(Oxon), EPA, CPA, MITMA, ETMA, Mark Goodwin, B.Sc., EPA, CPA, MITMA, ETMA,  
Bruce Marsh, M.A.(Cantab), MITMA, ETMA, Richard Hill, B.Sc., EPA, CPA, ETMA, James Robey, M.Sc.(Dunelm) EPA, CPA, ETMA,

Ian Middlemist, EPA, CPA, MITMA, ETMA, Patricia Phillips, B.Sc., EPA, CPA, MITMA, ETMA, ...





The Patent Office

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South Wales  
NP10 8QQ

**Application to register or give notice of rights acquired in a patent or in an application for a patent**

(See the notes on the back of this form)

1. Your reference JER/DS/LJS/

2. Patent application or patent number(s)  
(see notes (c) & (f)) GB 2267412

3. Full name and address of the or of each patent applicant or proprietor (as currently on the register or application(s))  
SENSE SONIC LIMITED  
3RD FLOOR, KING EDWARD HOUSE,  
JORDANGATE,  
MACCLESFIELD, SK10 1EE

Patents ADP number (if you know it)

4. Full name and address of the or of each person making this application (leave blank if this is the same as given in part 3 above)  
TONEWEAR LIMITED  
37 WARREN STREET  
LONDON  
W1T 6AD

Patents ADP number (if you know it)

5. Give details of the transaction, instrument or event which affects the rights in the or each patent application or patent identified in part 2 above, including its date and the names of all the parties involved, including for corporate bodies the country and, if appropriate, state of incorporation.  
(see note (d))  
Transfer of ownership of the Patent from Sense-Sonic Ltd (a UK Company) to Tone Wear Ltd ( a UK Company) by virtue of an Assignment dated 15 September 2003.

6. Name of your agent (if you have one)

"Address for service" in the United Kingdom to which all correspondence should be sent  
(including the postcode)

WILSON GUNN M'CAW

5TH FLOOR,  
BLACKFRIARS HOUSE,  
THE PARSONAGE,  
MANCHESTER,  
M3 2JA.

Patents ADP number (if you know it)

7153927001

"E" [redacted]  
7. (Name of each signatory should also be entered, and status if relevant)  
(see note e)

I/we hereby confirm that rights as indicated in part 5 above have been acquired and that any necessary stamp duty has been paid.

"F" [redacted]  
Signature(s)

Wilson Gunn Mcaw

Date

9/09/2004

8. Name and daytime telephone number of person to contact in the United Kingdom

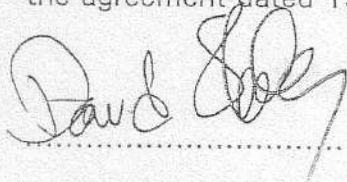
JAMES EDWARD ROBEY - 0161 827 9400

Notes

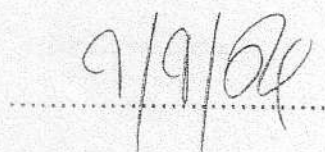
- "G" [redacted]
- a) If you need help to fill in this form or you have any questions, please contact the Patent Office on 08459 500505.
  - b) Write your answers in capital letters using black ink or you may type them.
  - c) You may use this form for more than one application or patent if the same transaction, instrument or event is involved.
  - d) Section 33 (3) of the Patents Act 1977 specifies the relevant transactions, instruments and events (which include assignments, licences and mortgages).
  - e) Part 7 should be signed and dated by or on behalf of the person(s) making this application. Documentary evidence sufficient to establish the transaction should accompany this form if:
    - in the case of an assignment, part 7 is not also signed by or on behalf of the other parties named in part 5, or
    - in the case of a mortgage or the grant of a licence or security, it is not also signed by or on behalf of the mortgagor or grantor of the licence or security (if not the person named in part 4).
  - f) If there is not enough space for all the relevant details on any part of this form, please continue on a separate sheet of paper and write "see continuation sheet" in the relevant part(s) of the form. Any continuation sheets should be attached to this form.
  - g) For details of the fee and ways to pay, please contact the Patent Office.



I, DAVID AUSTIN SLATTERY, a Technical Assistant of Wilson Gunn  
M'Caw of 5<sup>th</sup> Floor, Blackfriars House, The Parsonage, Manchester, M3  
2JA hereby verify this as a true copy of an extract of a certified copy of  
the agreement dated 15 September 2003.



David Austin Slattery



Date





INVESTOR IN PEOPLE

Wilson Gunn M'Caw  
Blackfriars House  
The Parsonage  
MANCHESTER  
M3 2JA

The Patent Office  
Patents Directorate

Concept House  
Cardiff Road, Newport  
South Wales NP10 8QQ  
United Kingdom

Direct line: 01633 814630  
†E-mail: [steve.adkins@patent.gov.uk](mailto:steve.adkins@patent.gov.uk)  
Switchboard: 01633 814000  
Minicom: 08459 222250  
Fax: 01633 814563  
DX 722540/41 Cleppa Park 3  
<http://www.patent.gov.uk>

Your reference: JER/DS/LJS/  
Our reference: 5/38.04

20 September 2004

Dear Sir(s)

Patents Act 1977: Patents Rules 1995  
Patent No(s): GB2267412

Thank you for the application for registration made on Form 21/77 and for the accompanying documentary evidence which is filed on the above.

In confirmation I enclose a copy of an extract from the Register of Patents showing that the recordal requested has been made and showing the name of the present proprietor and the address for service. Please notify me by return if anything is not correct. If the Register already reflects the correct address for service, no further action is necessary.

Kindly also note that renewal fees need to be paid annually by the anniversary of the application date in order to keep the patent in force.

Yours faithfully

Steve Adkins  
Patent Assignments  
PAA1 SINGLE PUBLISHED

†Use of E-mail: Please note that e-mail should be used to file correspondence only.

TIMED: 20/09/04 14:58:59

PAGE: 1

REGISTER ENTRY FOR GB2267412

Form NP1 Application No GB9312798.3 filing date 23.12.1991

Lodged on 21.06.1993

Priority claimed:

21.12.1990 in United Kingdom - doc: 9027784

PCT NATIONAL PHASE

PCT Application PCT/GB1991/002316 filed on 23.12.1991 in English

Publication No WO1992/011738 on 09.07.1992 in English

Title RADIO-BASED HEARING AID SYSTEM

Applicant/Proprietor

SELECT HEARING SYSTEMS LIMITED, Incorporated in the United Kingdom, Audio House, Grindleton, CLITHEROE, Lancashire, BB7 4RL, United Kingdom

[ADP No. 06384085001]

Inventor

ANDREW JAMES JAMIESON HALL, 398 Gisburn Road, Blacko, NELSON, Lancashire, BB9 6LS, United Kingdom

[ADP No. 06384093001]

Classified to

H4J

H04R H04B

Address for Service

WILSON, GUNN & ELLIS, 41-51 Royal Exchange, Cross Street, MANCHESTER, M2 7BD, United Kingdom

[ADP No. 00037770001]

Publication No GB2267412 dated 01.12.1993

Examination requested 19.08.1993

Patent Granted with effect from 12.10.1994 (Section 25(1)) with title  
RADIO-BASED HEARING AID SYSTEM

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13.06.1994 Notification of change of Address For Service name of

WILSON, GUNN & ELLIS, 41-51 Royal Exchange, Cross Street,  
MANCHESTER, M2 7BD, United Kingdom

[ADP No. 00037770001]

to

WILSON GUNN M'CAW & CO., 41-51 Royal Exchange, Cross Street,  
MANCHESTER, M2 7BD, United Kingdom

[ADP No. 00008144001]

dated 01.05.1994. Official evidence filed on 9219583.3

Entry Type 7.2 Staff ID. 8AD1 Auth ID. AO

28.02.1997 Notification of change of Address For Service name and address of

WILSON GUNN M'CAW & CO., 41-51 Royal Exchange, Cross Street,  
MANCHESTER, M2 7BD, United Kingdom

[ADP No. 00008144001]

to

WILSON GUNN M'CAW, 41-51 Royal Exchange, Cross Street, MANCHESTER,  
M2 7BD, United Kingdom

[ADP No. 07153927001]

dated 28.02.1997. Official evidence filed on GB230761

Entry Type 7.1 Staff ID. PJ Auth ID. AO



12.06.2001 Application under Section 32 filed on 30.05.2001

Entry Type 8.1 Staff ID. MHIS Auth ID. F21

09.07.2001 SENSE-SONIC LIMITED, Incorporated in the United Kingdom, 3rd Floor,  
King Edward House, Jordangate, Macclesfield, Cheshire, SK10 1EE,  
United Kingdom [ADP No. 08162679001]

registered as Applicant/Proprietor in place of  
SELECT HEARING SYSTEMS LIMITED, Incorporated in the United Kingdom,  
Audio House, Grindleton, CLITHEROE, Lancashire, BB7 4RL, United  
Kingdom [ADP No. 06384085001]  
by virtue of assignment dated 06.04.2001. Form 21/77 and supporting  
documents filed on GB2267412.

Entry Type 8.4 Staff ID. TS Auth ID. F21

3.10.2001 Application to amend specification under Section 27 filed on  
11.10.2001

Entry Type 13.1 Staff ID. SALI Auth ID. F11

18.06.2002 Specification amended under Section 27 on 18.06.2002

Entry Type 13.3 Staff ID. KLLI Auth ID. A3

29.12.2003 Notification of change of Address For Service address of  
WILSON GUNN M'CAW, 41-51 Royal Exchange, Cross Street, MANCHESTER,  
M2 7BD, United Kingdom [ADP No. 07153927001]

to  
WILSON GUNN M'CAW, 5th Floor, Blackfriars House, The Parsonage,  
MANCHESTER, M3 2JA, United Kingdom [ADP No. 07153927001]  
dated 29.12.2003. Written notification filed on GB2357445

Entry Type 7.3 Staff ID. LDAV Auth ID. B3

08.09.2004 Application under Section 32 filed on 03.09.2004

Entry Type 8.1 Staff ID. SA1 Auth ID. F21

13.09.2004 Application under Section 32 filed on 09.09.2004

Entry Type 8.1 Staff ID. JHUR Auth ID. F21

20.09.2004 On the 18.12.1991 Northern Light Music Limited of Aurora Studios,  
Grindleton, Clitheroe, Lancashire assigned the rights of priority  
application GB9027784.9 to Select Hearing Systems Limited of Audio  
house, Grindleton, Clitheroe, Lancashire. Official evidence filed  
on GB2267412.

Entry Type 10.1 Staff ID. SA1 Auth ID. F21

20.09.2004 TONEWEAR LIMITED, Incorporated in the United Kingdom, 37 Warren  
Street, LONDON, W1T 6AD, United Kingdom [ADP No. 08948580001]

registered as Applicant/Proprietor in place of  
SENSE-SONIC LIMITED, Incorporated in the United Kingdom, 3rd Floor,  
King Edward House, Jordangate, Macclesfield, Cheshire, SK10 1EE,  
United Kingdom [ADP No. 08162679001]  
by virtue of assignment dated 15.09.2004. Form 21/77 filed on  
GB2267412.

Entry Type 8.4 Staff ID. SA1 Auth ID. F21

\*\*\*\* END OF REGISTER ENTRY \*\*\*\*



## Design forms

### DF12A

#### Application to register or give notice of rights acquired in a registered design or in an application to register a design

Should the proprietor of a registered design or application to register a design wish to register an assignment, record a licence or record a mortgage, then the Form DF 12A should be filed.

#### Assignment

"A"

An assignment is the legal transference of property or rights from one person or entity to another. A registered design may be the subject of an assignment in the same way as any other property and the change of ownership should be recorded in the Register of Designs.

The relevant legislation is found at Section 19 of the Registered Designs Act 1949 (as amended) and Rules 42-45 of the Registered Designs Rules 1995.

"B"

An application to register an assignment is made on Form DF12A. There is no fee, irrespective of the number of designs affected. Assignments are generally liable to Stamp Duty and this must be paid unless the transaction is shown to be exempt. Change of ownership resulting from Company mergers are exempt from Stamp Duty.

Applications should be signed by or on behalf of all parties involved to confirm that the Stamp Duty requirements have been met. If this is not possible then the form must be accompanied by either the original assignment document or a certified copy.

} "C"  
 } "D"

FEE	
Register an assignment:	No Charge
A full list of <u>Design Registration Fees and Forms (pdf file 23KB)</u> is also available.	

#### Licence

You can license another person to use your registered design. The

existence of a licence agreement should be recorded in the register of designs, and the licensee will be recorded as having an interest in the design.

The legislation can be found at Section 19 of the Registered Designs Act 1949 (as amended) and Rules 42-45 of the Registered Designs Rules 1995.

You can apply to record a licence by filing Form DF12A. You must include the licence agreement or a certified copy with your application. You may have to pay stamp duty if, for example, the licence cannot be terminated, or is in respect of a single payment instead of periodic royalties.

You can also apply to cancel the recorded interest by filing Form DF12A (Rule 45 of the Registered Designs Rules 1995).

FEE	
Record a licence:	No Charge
A full list of <a href="#">Design Registration Fees and Forms</a> (pdf file 47KB) is also available.	

### Mortgage

You can use a registered design as security for a loan. Until the loan is repaid the mortgagor retains an interest in the design, and the interest should be recorded in the Register of Designs.

The legislation is found at Section 19 of the Registered Designs Act 1949 (as amended) and Rules 42-45 of the Registered Designs Rules 1995.

You can apply to record a mortgage by filing Form DF12A. You must include the mortgage agreement or a certified copy with your application, and you will not have to pay stamp duty.

You can also apply to cancel the recorded interest by filing Form DF12A. There is no fee for this service.

FEE	
Record a mortgage:	No Charge
A full list of <a href="#">Design Registration Fees and Forms</a> (pdf file 23KB) is also available.	

[Click here for further information on Designs](#)

Back to: [Design Forms Index](#)



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Last updated 24 November 1999

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## 2.2 Rule 43 states:-

*Application may be made in writing for entry in the register of notification of any transaction, event or document other than those referred to in Rule 42 purporting to affect the proprietorship of, or any interest in, a registered design. The registrar may direct that such evidence as he may require in connection with the application should be furnished within such period as he may specify.*

## 2.3 Rule 44 states:-

*An application under Rule 42(1) above shall contain the name and address of the person claiming or stated to be entitled together with full particulars of the transaction, event or document under which title is claimed or given.*

## 2.4 Rule 45 states:

*Where the name of a person is entered in the register as mortgagee, licensee, such person may on making an application on Designs Form 12A have a note entered in the register that he no longer claims to be mortgagee or licensee, as the case may be. The registrar may direct that such evidence as he may require in connection with the application should be furnished within such period as he may specify.*

## Registry Action

## 3. Procedure on receipt of Designs Form 12A (DF12A) For Assignment of a Registered Design.

The Front Office AA (Post Desk) should log the details on to ACORD. See Annex 1.

This generates a form reference which is noted on the DF12A for use at the further form processing stage.

3.1 Following initial form input, the form, together with any supporting evidence should be passed to the Front Office AO (Fees) where details of the fee paid are entered in the Fee Book. The DF12A should then be passed to the nominated officer for processing.

3.2 The Front Office AO considers the evidence supplied for the assignment.

Under Rule 42, paragraph (2), (a) and (b), if all the details of the assignment appear on the DF12A (including corporate bodies the country and if appropriate state of incorporation), then the declaration on the form can be signed and dated by or on behalf of all the parties to the application. This dispenses with the requirement for assignment documents to be filed with the application. This de-regulation was introduced by The Designs Rules 1995.

Alternatively the deed of assignment or a certified copy should be filed with the DF12.

The details appearing on the DF12A and the Register should be in conformity.

The following details must be supplied:

"F" "F" Full name and address of the current proprietor (assignor)

Full name and address of the assignee

The number of designs to be assigned with a list or schedule of the numbers.

Also:

"G" All designs must be in the proprietor's name.

All designs still should be live when the DF12A is filed.

The transaction should be stated in the DF12A state whether transaction is a licence, or mortgage etc.

An address for service should be given on DF12A.

The DF12A must be signed and dated.

If an original assignment deed is received it should be endorsed with the Registry stamp and returned.

"H" Any copies made should be endorsed:

"I certify this to be a true and exact copy of the original deed as seen by me"

Generally, any copies submitted by applicants should also be similarly certified, as above.

"I" Stamp duty should have been paid/or a certification clause should be included in the deed.

3.3 Once the assignment details have been validated the assignment should be recorded on ACORD (see Annex 1) and the file(s) noted. The recordal should be acknowledged in writing to the Service address.

#### Stamp Duty

4. Assignments are liable for the payment of Stamp Duty.

The position of the office with regard to Stamp Duty is governed by Section 17 of the Stamp Act 1891, which reads:



"K" **"If any person whose office it is to enrol, register or enter in or upon any rolls, books, or records, any instrument chargeable with duty, enrolls, registers or enters such instrument not being duly stamped, he shall incur a fine".**

Therefore to be exempt from paying Stamp Duty, there must be a clause in the actual assignment deed showing the payment of a **monetary consideration and a certification of value**. } "L"

#### 4.1 Monetary Consideration

This can be any amount, from as little as £1.00. } "M"

However no matter how small, it does have to be paid and it does have to be shown on the deed.

#### 4.2 Certificate of Value

The existing amount permissible for exemption from Stamp Duty is £60,000 (it therefore must be certified that the transaction does not exceed £60,000 and that it does not form part of a larger transaction exceeding £60,000). } "N"

#### 4.3 Further Exemptions from Stamp Duty


- a. Mergers are not liable to stamp duty.
- b. Transactions made within companies are not liable eg Boots may transfer designs to a different limited company number within the Boots Company, without incurring Stamp Duty.
- c. Licences are generally liable if one of the following applies:
  - i. A company seal has been affixed to the licence.
  - ii. The licence cannot be terminated.
  - iii. The licence is granted in respect of a single payment and not for periodic royalties.
- d. Mortgages are not liable to stamp duty, it was abolished in 1971.

#### 5. Summary

The main points involved in an assignment:-

1. Acord should be updated with the details of the DF12A, following the instructions given.

2. Index cards should be made up, showing the change of proprietor and sent to the Science, Reference and Information Service, Southampton Buildings.
3. The file front should be stamped "ASSIGNED".
4. The minute sheet should have a brief explanation of the transaction attached (see Annex 2, Example 4).
5. A check sheet should be completed (see Annex 2, Example 5).
6. The agent should be informed, by means of a letter (see Annex 2, Example 6).
7. If the original deed of assignment is received, then it should be stamped.

Registered in the DESIGNS REGISTRY of the PATENT OFFICE, LONDON. in respect of ..... day of .....
 Registrar

and returned to the agents.





12A

The Patent Office  
Designs Registry

Cardiff Road  
Newport  
South Wales  
NP10 8QQ

**Application to register or give notice of  
rights acquired in a registered design or in  
an application to register a design**

*(See the notes on the back of this form)*

1. Your reference

2. Design application or registered design  
number(s)

*(See note (c))*

Give the total number if more than one

3. Full name, address and postcode of the or  
of each applicant or proprietor as currently  
appears on the register or application(s)

Designs ADP number *(if you know it)*

4. Full name, address and postcode of the or of  
each person making this application

*(Leave blank if this is the same as given at part 3)*

"A"

Designs ADP number *(if you know it)*

5. Basis for this application:

Give details of the assignment, transmission or  
operation of law affecting the rights in the or in  
each registered design or application identified  
in part 2 above including its date and the  
names of all the parties involved, including  
for corporate bodies the country and, if  
appropriate, state of incorporation.

*(See notes (d) and (e))*

6. Name of your agent *(if you have one)*

"Address for service" in the United Kingdom  
to which all correspondence should be sent  
*(including the postcode)*

"B"

Designs ADP number *(if you know it)*

7. Declaration

(Name of each signatory should also be entered, and status if relevant. See note (d))

I/we declare that where design right exists in the or in each design mentioned at part 2 above, the person(s) entitled to any interest which the applicant is seeking to register by this application is/are also entitled to the corresponding interest in the design right:

I/we also confirm that rights as shown in part 5 above have been acquired, and that any necessary stamp duty has been paid.

Signature(s)

Date

8. Name and daytime telephone number of person to contact in the United Kingdom

Notes

- a) If you need help to fill in this form or you have any questions, please contact the Patent Office on 08459 500505.
- b) Write your answers in capital letters using black ink or you may type them.
- c) You may use this form for more than one design if the same request is involved.
- d) Part 7 should be signed and dated by or on behalf of the person(s) making this application. Documentary evidence sufficient to establish the assignment, transmission or operation of law should accompany this form if:
  - in the case of an assignment, part 7 is not also signed by or on behalf of the other parties named in part 5, or
  - in the case of a mortgage or the grant of a licence, it is not also signed by or on behalf of the mortgagor or grantor of the licence (if not the person named in part 4).
- e) If there is not enough space for all the relevant details on any part of this form, please continue on a separate sheet of paper and write "see continuation sheet" in the relevant part(s). Any continuation sheet should be attached to this form.
- f) The certificate of registration of any design mentioned in part 2 of this form will not be amended because of an application on this form. So do not return the certificate(s) with this form.
- g) For details of the fee and ways to pay please contact the Designs Registry of the Patent Office.
- h) Once you have filled in the form you must remember to sign and date it.



Mr A Hall  
Noyna Lodge  
Manor Road  
Colne  
Lancashire  
BB8 7AS

TM1488225

14 March 2008

Dear Mr Hall,

**Trade Mark Registration 1488225 for the mark "Conversor"**

Further to our telephone conversation yesterday, I am writing to confirm the details on the assignment filed on the above registration in September 2004. You specifically asked if I could confirm who we understood to have filed the form TM16, given that there was only one signature on the form. I have now had an opportunity to review the file and can confirm the following:

- "A" → • The trade mark application was originally filed by you under the name of Select Hearing Systems Limited on 18 January 1992.
- "B" → • We received a form TM21 on 12 January 1999 to change the proprietor's address.
- "C" → • We received a form TM16 on 31 May 2001 which transferred the ownership of the mark from Select Hearings Systems Limited to Sense-Sonic Limited. This was filed by Wilson Gunn M'Caw who were also appointed as the address for service on all transactions for the trade mark via the form TM16.
- "D" → • We received a further form TM16 on 17 September 2004 transferring the mark from Sense-Sonic Limited to Tonewear Limited. This form was filed and signed by Wilson Gunn M'Caw.

Your question relates to the form TM16 filed on 17 September 2004. This was filed by Wilson Gunn M'Caw who had previously been recorded as the address for service for the proprietor, Sense-Sonic Limited, as part of the assignment application dated 31 May 2001. Given that Wilson Gunn M'Caw were recorded with us as the address for service for the proprietor, we would have understood that the TM16 was being filed on behalf of the proprietor, Sense-Sonic Limited.

} "E"  
} "F"

I hope this answers your enquiry.

Yours sincerely

*Debbie Cooke*

**Debbie Cooke (Mrs)  
Registers Manager**

**UK Intellectual Property Office**

Room GY82  
Concept House  
Cardiff Road  
Newport  
South Wales  
NP10 8QQ

Switchboard: 01633 814000  
Direct line: 01633 814140  
Fax: 01633 811415  
Email: [Debbie.cooke@ipo.gov.uk](mailto:Debbie.cooke@ipo.gov.uk)

(b) in relation to use of the trade mark in a particular manner or a particular locality.

(3) An assignment of a registered trade mark, or an assent relating to a registered trade mark, is not effective unless it is in writing signed by or on behalf of the assignor or, as the case may be, a personal representative.

Except in Scotland, this requirement may be satisfied in a case where the assignor or personal representative is a body corporate by the affixing of its seal.

(4) The above provisions apply to assignment by way of security as in relation to any other assignment.

(5) A registered trade mark may be the subject of a charge (in Scotland, security) in the same way as other personal or moveable property.

(6) Nothing in this Act shall be construed as affecting the assignment or other transmission of an unregistered trade mark as part of the goodwill of a business.

25. - (1) On application being made to the registrar by-

- (a) a person claiming to be entitled to an interest in or under a registered trade mark by virtue of a registrable transaction, or
- (b) any other person claiming to be affected by such a transaction, the prescribed particulars of the transaction shall be entered in the register.

(2) The following are registrable transactions-

- (a) an assignment of a registered trade mark or any right in it;
- (b) the grant of a licence under a registered trade mark;
- (c) the granting of any security interest (whether fixed or floating) over a registered trade mark or any right in or under it;
- (d) the making by personal representatives of an assent in relation to a registered trade mark or any right in or under it;
- (e) an order of a court or other competent authority transferring a registered trade mark or any right in or under it.



(3) Until an application has been made for registration of the prescribed particulars of a registrable transaction-

(a) the transaction is ineffective as against a person acquiring a conflicting interest in or under the registered trademark in ignorance of it, and

(b) a person claiming to be a licensee by virtue of the transaction does not have the protection of section 30 or 31 (rights and remedies of licensee in relation to infringement).

(4) Where a person becomes the proprietor or a licensee of a registered trade mark by virtue of a registrable transaction, then unless-

(a) an application for registration of the prescribed particulars of the transaction is made before the end of the period of six months beginning with its date, or

(b) the court is satisfied that it was not practicable for such an application to be made before the end of that period and that an application was made as soon as practicable thereafter, he is not entitled to damages or an account of profits in respect of any infringement of the registered trade mark occurring after the date of the transaction and before the prescribed particulars of the transaction are registered.

(5) Provision may be made by rules as to-

(a) the amendment of registered particulars relating to a licence so as to reflect any alteration of the terms of the licence, and

(b) the removal of such particulars from the register-

(i) where it appears from the registered particulars that the licence was granted for a fixed period and that period has expired, or

(ii) where no such period is indicated and, after such period as may be prescribed, the registrar has notified the parties of his intention to remove the particulars from the register.

(6) Provision may also be made by rules as to the amendment or removal from the register of particulars relating to a security interest on the application of, or with the consent of, the person entitled to the benefit of that interest.

26. - (1) No notice of any trust (express, implied or constructive) shall be entered in the register;

(ii) the date of the order, and

(iii) where the transfer is in respect of a right in the mark, a description of the right transferred;

and, in each case, there shall be entered the date on which the entry is made.

**Application to register or give notice of transaction; ss. 25 & 27(3) (Forms TM16, TM24, TM50 & TM51)**

**41. - (1)** An application to register particulars of a transaction to which section 25 applies or to give notice to the registrar of particulars of a transaction to which section 27(3) applies shall be made, subject to paragraph (2) below,

(a) relating to an assignment or transaction other than a transaction referred to in sub-paragraphs (b) to (d) below, on form TM16;

(b) relating to a grant of a licence, on form TM50;

(c) relating to an amendment to, or termination of a licence, on form TM51;

(d) relating to the grant, amendment or termination of any security interest, on form TM24; and

(e) relating to the making by personal representatives of an assent or to an order of a court or other competent authority, on form TM24.

**(2)** An application under paragraph (1) above shall-

(a) where the transaction is an assignment, be signed by or on behalf of the parties to the assignment;

(b) where the transaction falls within sub-paragraphs (b), (c) or (d) of paragraph (1) above, be signed by or on behalf of the grantor of the licence or security interest;

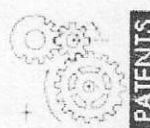
or be accompanied by such documentary evidence as suffices to establish the transaction.

**(3)** Where the transaction is effected by an instrument chargeable with duty, the application shall be subject to the registrar being satisfied that the instrument has been duly stamped.

**(4)** Where an application to give notice to the registrar has been made of particulars relating to an application for registration of a trade mark, upon registration of the trade mark, the registrar shall enter those particulars in the register.



EXHIBIT 13A



## How to assign your Trade Mark

"A"

To assign your Trade Mark you must file Form TM16 with the prescribed fee. Both parties (i.e. you and the new proprietor) must sign the form and you will need to provide proof that you have paid stamp duty.

The Registrar then records the details.

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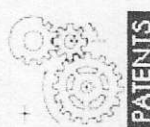
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Last updated 23 May 1997

EXHIBIT 13B1

(2 pages)



## Assignment of trade marks

An assignment is the formal transfer of ownership of a trade mark application or registration. You can assign:-

- a pending mark, ie one which is not yet registered, but the assignment does not take effect until the mark becomes registered,
- a registered mark.

The assignment must be in writing and be signed by the person transferring ownership (the original owner). If the assignment was transacted before 28 March 2000, Stamp Duty may need to be paid on the completed assignment, unless it carries an appropriate certificate of value. You may wish to seek professional help, or consult the Inland Revenue, on this requirement.

"A"

To record the assignment of a trade mark, you must send us:-

- Form TM16 - Application to register a change of proprietor, **and**
- A fee of £50.

"B"

If we receive your application within six months of the date of the transaction, we will record that date as the date of the assignment.

"C"

If we receive your application more than six months after the date of the transaction, then we will record the date when we actually received the application as the date of the assignment.

"D"

Both parties to the assignment (or their representatives), ie you and the new proprietor, must sign the form, which includes a declaration that Stamp Duty has either been paid or is not payable. If any of the parties are not able to sign the form then we will, alternatively, accept other documents as proof that the assignment has taken place and that duty has been paid.

"E"

(Please note: Form TM16 is not a replacement for the assignment, merely a means of recording the effect of the assignment in the Trade Marks Register.)

We will then record the details of the assignment and write to confirm that we have done so.

**Partial assignment (splitting a mark)**

498



You can partially assign your trade mark so that you transfer only some rights to use the mark to a new proprietor. For example, you could assign rights to use the mark in specific geographical locations, or assign export rights. This is called splitting a mark.

In cases where subsequent assignments result in all the splits being owned by the same proprietor, it is possible to merge the splits back into a single registration.

However, you cannot partially assign a series of marks by dividing the series.

### Any questions?

If you have any queries relating to the above procedures please E-mail us.

### Checklist

Form: [TM16 \(pdf file 16KB\)](#)

Fee: ☐ 50

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Last updated 14 August 2000

## 5. Registrable transactions

**References:** *Act: Sections 24-25 & 63*

**Rules:** *40-41*

**Form:** *see below*

Any person who claims to be entitled to an interest in or under a registered trade mark by virtue of a registrable transaction, or to be affected by such a transaction, may apply to have the details of that transaction entered in the register.

**It is not necessary to file original documentation to establish any registrable transaction.**

The following are registrable transactions:-

- the assignment of a registered trade mark or any right in it,
- the grant of a licence under a registered trade mark,
- the granting of a security interest (whether fixed or floating) over a registered trade mark or any right in or under it,
- the making by personal representatives of an assent in relation to a registered trade mark or any right in or under it (an assent is a release by an executor or legatee),
- an order of a court or other competent authority transferring a registered trade mark or any right in or under it.

In the case of pending marks, a request to enter particulars of one of the above transactions in the register shall, under Section 27(3) of the Act, be regarded as giving the Registrar notice of those particulars. The details are not recorded in the register until the application itself becomes registered.

### 5.1 Assignments

**References:** *Act: Sections 24-25*

**Rules:** *40-41*

**Form:** *TM16 + Fee*

An assignment is the transfer of ownership of a mark from the registered proprietor to someone else. The new owner must apply to the registrar for the assignment to be entered on the register.

An assignment request must be signed by, or on behalf of, **both parties** to the transaction (*Section 24(3) and Rule 41(2)(a)*).

Rule 40(a) requires that the following particulars shall be entered in the register:-

- the name and address of the assignee,



- the date of the assignment, if notified to the registrar within six months of the transaction taking place, or the filing date of the notification, if more than six months after the date of the transaction (*Section 25(4)*).
- in the case of a partial assignment (see below), a description of the right assigned.

### Partial assignment

Section 24(2) provides for the partial assignment of a registered mark in relation to:-

- some but not all of the goods or services, or
- use of the mark in a particular manner or a particular locality.

Partial assignments (also called “split marks”) are not policed by the registrar; it is the responsibility of proprietors to ensure they avoid confusion or deception in the marketplace, and so putting their marks at risk of revocation action.

Once a mark is split, each part becomes a registration in its own right, identified by a single-letter suffix, and must be separately renewed.

### Stamp Duty

Assignments which took place before 28 March 2000 may be subject to Stamp Duty. Advice about whether Stamp Duty is applicable should be referred to the appropriate Inland Revenue Stamp Office.

## 5.2 Licences

**References:** *Act. Sections 25 & 28-31*

**Rules:** *40-41*

**Form:** *TM50 TM51*

A mark may be used by someone other than the registered proprietor with the latter's agreement. The Act provides licensees with rights, in particular circumstances, to take action themselves against anyone infringing the mark. By registering licensees, the proprietor indicates who may use his mark and this information clarifies the position for third parties. Because infringement rights extend to similar goods, this is also relevant for licensees.

### Limited licence

Section 28(1) provides for a licence to be limited, eg, in relation to:-

- some but not all of the goods or services, or
- use of the mark in a particular manner or a particular locality.

## Assignment

TM16

### References:

Act: Sections 24-25 & 27(3)

Rules: 40-41

### Introduction

Any person who claims to be entitled to an interest in or under a registered trade mark by virtue of a registrable transaction, or to be affected by such a transaction, may apply to have the details of that transaction entered in the register.

An assignment is:-

- a registrable transaction, as described above,
- the transfer of ownership of a mark from one proprietor to another,
- recorded on the register by filing Form TM16.

Other registrable transactions which are dealt with by their own forms/procedures:-

- licences (Form TM50/51), and
- other registrable transactions (Securities) (Form TM24).

In the case of pending marks, a request to enter particulars of an assignment in the register will be actioned, but does not take effect until the application becomes registered (Section 27(3) of the Act refers).

### Partial assignment

Section 24(2) provides for the partial assignment of a registered mark in relation to:-

1. some but not all of the goods or services, or
2. use of the mark in a particular manner or a particular locality.

Once a mark is partially assigned, or "split", each part becomes a registration in its own right, identified by a single-letter suffix, and must be separately renewed.

### Stamp Duty

Assignments which took place before 28 March 2000 may be subject to Stamp Duty. It is the proprietor's/agent's responsibility to ascertain whether Stamp Duty is applicable and they should be referred to the appropriate Inland Revenue Stamp Office for such advice.



## Action by Reg Admin

### 1. Book in

Date stamp form with date of receipt in Section. Enter OPTICS action DIS FOR, enter any TM No listed on the form and write the Sequence Number shown onto an Assignment Checklist - see Annex A. Attach Checklist to the form and place in sequence in the Assignments drawer.

### 2. Process the form

Take the next available TM16 from the Assignments drawer. Write your name against the relevant Sequence Number on the list.

### 3. OPTICS action

Enter OPTICS action DIS HIS for each mark listed in Box 1 of form. Check status of each mark, ie that it is live, and that current proprietor is as shown in Box 2 of form and that the proprietor has same ADP No throughout. If not, contact form filer to clarify. Amend OPTICS/form as necessary.

Check that the new proprietor (Box 3 on form) has an ADP No, including Country of Incorporation (and State if USA). If not, create one using OPTICS function REC NAM.

Check Box 6 to identify Partial Assignment and process accordingly - see below.

For assignments before 28 March 2000, check that Box 8 has been completed. If not, contact form filer.

Check Box 9 to ensure that form has been signed by both old and new proprietors (or their representatives). If not, contact form filer to supply documentary evidence to support the transaction. It is not generally necessary to file original documentation to establish an assignment

In case of any queries, use letter at Annex B1 to clarify, and reminder at Annex B2 if necessary.

### 3.1 Full assignment

Enter OPTICS action ASS FUL.

Screen	Action
ASS FUL 1	Enter lead TM no, Filing date and Sequence Number.
ASS FUL 2	Enter ADP No of new proprietor in "Role PR".
ASS FUL 3	Enter [Y] to confirm details.
ASS FUL 4	Enter AG and agent's ADP No. Enter SA and agent's ADP No.
ASS FUL 5	Enter Date of assignment



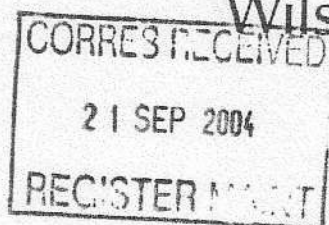
Chartered Patent Attorneys  
European Patent Attorneys  
Registered Trade Mark Attorneys  
European Trade Mark Attorneys

Wilson Gunn M'Caw

Also at Birmingham, Chesterfield, London

5th Floor  
Blackfriars House  
The Parsonage  
Manchester M3 2JA  
England

Tel: +44 (0)161 827 9400  
Fax: +44 (0)161 832 4905  
www.wilsongunn.com



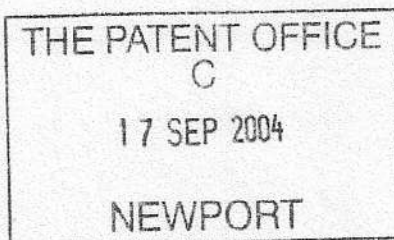
Our Ref: JER/LM

Your Ref: 16 September 2004

Date:

DIRECT E-MAIL ADDRESS  
james.robey@wilsongunn.com

The Registrar,  
Trade Marks Registry,  
The Patent Office,  
Cardiff Road,  
Newport,  
Gwent,  
NP10 8QQ.



Dear Sirs,

Re: UK Trade Mark Registration No. 1488225  
Conversor in Class 9 Sense-Sonic Ltd

"A" We enclose Form TM16 together with a remittance of £50.00 in connection with the above referenced registration. Any deficiency in our remittance should be debited to our deposit account no. D00350.

"B" We also enclose a certified copy of an extract of an agreement dated 15<sup>th</sup> September 2003 between, inter alia, Sense-Sonic Ltd and Tonewear Limited.

Yours faithfully,

Wilson Gunn M'Caw  
Wilson Gunn M'Caw

Encs.



Form TM16

Official fee due



CORRESPONDENCE RECEIVED

21 SEP 2004

THE PATENT OFFICE  
C  
NEWPORT

20 SEP 04 0926870-9 000350

7 SEP 2004

TM16 50.00- CHEQUE

The Patent Office  
Trade Marks Registry  
Cardiff Road, Newport  
South Wales NP10 8QQ

**Application to register a change of proprietor**

Please refer to notes for guidance on completing this form

1. Give details of the applications or registrations for which a change in ownership is to be recorded	Number(s) 1488225	(Lowest) Class 09
2. Full name of current applicant/registered proprietor	Sense-Sonic Ltd	
3. Full name, address and postcode of new proprietor  Trade Marks ADP number (If you know it)	Tonewear Limited "A" 37 Warren Street London W1T 6AD 0855664001	
4. If the new proprietor is a corporate body give country and if applicable State of Incorporation  If the name of the new proprietor is the same as the old proprietor, then provide both the new and old company registration numbers:  old number  new number	England & Wales	
5. Date new proprietor took over ownership	15/09/03	
6. If only part of the ownership has been transferred give the rights or goods or services transferred		

## 7. Indicate whether you wish to be:-

- a) Address for service  
b) Agent  
c) Both

for

- d) This transaction only  
e) All transactions  
(Indicate a) to e) as appropriate)  
[see note b]

If you have indicated d) please note that original Agent and Address for Service will be re-entered into our records as soon as this transaction has been completed

If you have completed this section please provide details and ADP Number

Your reference

c)

"B"

e)

1750001

Wilson Gunn M'Caw  
5th Floor, Blackfriars House  
The Parsonage  
Manchester, M3 2JA  
7153927001

JER/LM

8. Provide below an authorisation to change the record or send separate documentary evidence  
[see note a]

Signature of the registered proprietor  
(or his or her representative)

Wilson Gunn M'Caw

Status of Signatory

Name (block capitals)

Date

Signature of the new proprietor  
(or his or her representative)

Status of Signatory

Name (block capitals)

Date

Name, signature and daytime telephone number  
(of person completing these forms)

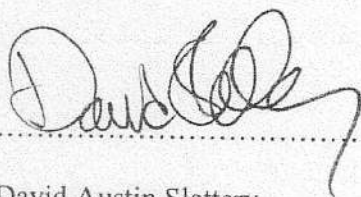
J.E. Robey - 0161 827 9400

State number of sheets attached  
to this form

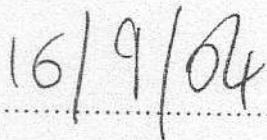
None



I, DAVID AUSTIN SLATTERY, a Technical Assistant of Wilson Gunn M'Caw of  
5<sup>th</sup> Floor, Blackfriars House, The Parsonage, Manchester, M3 2JA hereby verify this  
is a true copy of an extract of a certified copy of the agreement dated 15<sup>th</sup> September  
2003.



David Austin Slattery



Date

DATED 15<sup>th</sup> September

2003

UNSTAMPED DOCUMENT

I.D.1

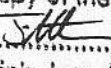
- (1) SENSE-SONIC LIMITED  
(in Administrative Receivership)
- (2) STEPHEN LEONARD CONN AND ANDREW DICK
- (3) ELITESOUND LIMITED  
TONEWEAR LIMITED  
WEBSOUND LIMITED

SECTION 14, STAMP ACT 1891 (c.33)  
APPLIES

INSPECTION REQUESTED UNDER S.14(1)

AGREEMENT  
relating to the sale and purchase  
of certain assets

I hereby certify that  
this copy is a true and complete  
copy of the original.

  
.....  
Nicholson Graham & Jones  
Solicitors

110 Cannon Street  
London EC4N 6AR

Our Reference: RST/BA/B1336-11  
Date:



turner parkinson  
Solicitors  
Hollins Chambers  
64a Bridge Street  
Manchester  
M3 3BA

Ref: JOB/SLA



THIS AGREEMENT is made on 19<sup>th</sup> September 2003

BETWEEN:

- (1) **SENSE-SONIC LIMITED** (in Administrative Receivership) (Company Number 03975609) whose registered office is situate at Elliot House, 151 Deansgate, Manchester ("**the Seller**").
- (2) **STEPHEN LEONARD CONN** and **ANDREW DICK** the Joint Administrative Receivers of the Seller of Begbies Traynor of Elliot House, 151 Deansgate, Manchester ("**the Office Holders**").
- (3) Elitesound Limited (Company No. 4871856), Tonewear Limited (Company No. 48844436) and Websound Limited all of 110 Cannon Street, London EC4N 6AR ("**the Buyers**")

RECITALS:

- (A) On 30 July 2003 the Office Holders were appointed Joint Administrative Receivers of the Seller.
- (B) The Seller acting at the direction of the Office Holders has agreed to sell and the Buyers have agreed to buy whatever right, title or interest the Seller may have in or to certain assets of the Seller subject to the following terms and conditions.

IT IS HEREBY AGREED as follows:

## 1. DEFINITIONS

1.1 Unless the context otherwise requires the following expressions shall have the following meanings wherever used in this Agreement and its recitals:

"**The Accountants**" means a firm of Chartered Accountants to be nominated agreed by the Seller and the Buyers and in the absence of agreement as to the firm, the choice of the firm is to be decided upon by the Institute of Chartered Accountants of England & Wales who will nominate an appropriate independent firm of accountants which nomination shall be binding on the parties;

"**Agreed Form**" means the form agreed between the Parties and for the purposes of identification only initialled by or on behalf of the Parties;

"**Assets**" means all the assets of the Seller the right, title and interest in which are agreed to be sold and purchased pursuant to Clause 2;

"**Business**" means the marketing of electrical products including (but without prejudice to the generality) the products manufactured or sold by the Seller and/or all products and items manufactured with the Tooling and/or sold by the Seller;

"**Business Day**" means a day other than Saturday or Sunday on which banks are open for business in London;

**"Buyers Group"** means with effect from the Transfer Date each of Elitesound Limited, Tonewear Limited, Websound Limited and Leaf Technologies Limited;

**"Commercial Information"** means:-

- (1) all stationery, labels, stickers, advertising materials, brochures, catalogues, manuals, literature, information, data owned or used by the Seller in relation to the Business;
- (2) all documentation, records, quotations and information relating to customers, suppliers, sales, purchases or services of the Business;

excluding in each case all Excluded Records and all the debts due to the Seller save for the Inter-Company Debt;

**"Consideration"** means the total purchase price payable hereunder pursuant to clause 3;

**"Encumbered Assets"** means those assets utilised in the Business with the Seller at completion by virtue of lease hire, hire purchase, conditional sale agreement, sale or return agreement, together with assets unknown to the Seller or to which title does not vest in the Seller under the provisions of a consignment stock agreement or any similar agreement and together with all assets not owned by the Seller but in the Seller's possession at completion but excluding from the foregoing any of the sale assets;

**"Encumbrance"** means any mortgage, pledge, lien, charge, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement or any other arrangement or agreement, the effect of which is the creation of security;

**"Excluded Assets"** means all assets, property and rights of the Seller not specifically sold to the Buyers under this agreement, a non-exhaustive list of which is at clause 2.2;

**"Excluded Records"** means all books of accounts, statutory books and security documents of the Seller and all documents relating to or created by the Office Holder and all documents and other records relating to the debts;

**"Goodwill"** means the goodwill of the Business and any goodwill attributable to the Intellectual and Property Rights and the exclusive rights of the named Buyer to represent itself as carrying on the Business in succession of the Seller and to use the name "Sense-Sonic" and "Conversor" insofar as such rights are vested and are capable of being transferred by the Seller and the Commercial Information;

**"Intellectual Property Rights"** means the full benefit, subject to the obligations, of all patents, registered designs, trade and service marks, copyrights, know-how, technical and/or research and development information, drawings, specifications, computer programmes and all licenses, rights to protection and application and registration and rights to apply for registration in relation to such matters used by the Seller in the business on completion including but not limited to those specified in Schedule 2 to include, for the avoidance of doubt, all rights comprised in or attached to and relating to any item manufactured with the Tooling;



**"Inter-Company Debt"** means any and all amounts owed by Leaf Technologies Limited to the Seller;

**"Leaf Technologies Limited"** means the Company registered at Companies House under Company Number 4424349;

**"Liabilities"** means all and any actions, proceedings, claims, demands, reasonable costs, reasonable expenses, penalties and liabilities whatsoever brought against or incurred directly or indirectly by the Seller and the Office Holder or any of them;

**"Parties"** means the parties to this Agreement;

**"Seller's Records"** means all books, documents, files, bought and sold ledgers, purchases and sales day books and invoices and other records of the Seller relating to the business as at the Transfer Date other than and excluding the VAT Records and the Excluded Records;

**"Seller's Solicitors"** means turner parkinson of Hollins Chambers, 64a Bridge Street, Manchester, M3 3BA (Ref AB);

**"Seller's Solicitors' Bank Account"** means client account number 4997165 at Lloyds TSB, 53 King Street, Manchester, M60 2ES, Sort Code number 30-95-42;

**"Share"** means the Seller's shareholding in Leaf Technologies Limited;

**"Third Party Assets"** means all those assets which are not owned by the Seller but which have been used in carrying out the business on the Transfer Date including without limitation items which are subject to lease, lease hire, conditional purchase agreements or any third party;

**"Tooling"** means the Tooling owned by Seller as specified in Schedule 1;

**"Transfer Date"** means 15 September 2003;

**"VAT"** means Value Added Tax;

**"VAT Records"** means the records relating to VAT referred to in Section 49 of the VATA and which the Seller is required by law to pass to the Buyer;

**"VATA"** means Value Added Tax Act 1994;

**"Vehicles"** means all vehicles belonging to the Seller;

1.2 In interpreting this Agreement:

(a) references to Clauses, Sub-Clauses and Schedules and Agreed Form Documents are, unless otherwise stated, references to clauses, sub-clauses and schedules and agreed documents of or annexed to this Agreement;

(b) the headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement;

(c) where any agreement, obligation, covenant, warranty, undertaking or representation is expressed to be made, undertaken or given by two or more persons they shall be jointly

and severally responsible in respect of such matter and jointly and severally entitled to enforce or defend the provisions hereof;

(d) reference to "a person" shall be construed so as to include any individual, firm, company or partnership (whether or not having a separate legal personality and whether incorporated or not);

(e) references to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended;

(f) words incorporating the masculine gender only shall include the feminine and neuter genders and words incorporating the singular number only include the plural and vice versa.

## **2. SALE AND PURCHASE**

2.1 Subject to the terms and conditions of this Agreement the Seller shall sell and the Buyers Group shall buy whatever right, title or interest (if any) the Seller may have in the following Assets as follows:

(a)

(i) the Tooling;

(ii) the Intellectual Property Rights;

(iii) the Goodwill;

(iv) the Share; and

(v) the Inter-Company Debt.

(b) The Assets shall be transferred to the Buyers Group as follows

(i) the Share the Inter-Company Debt and the Goodwill to Elitesound Limited;

(ii) the Intellectual Property Rights to Tonewear Limited

(iii) the Tooling to Websound Limited

to the intent that the Buyers Group (or any member of it) shall from the Transfer Date carry on the Business as a going concern.

2.2 Nothing in this Agreement shall operate to transfer the Excluded Assets and without prejudice to the generality of the foregoing the following items are expressly excluded from this sale and purchase:

(a) all and any cash in hand or at a bank or other financial institution save for Debtor Realisations and any deposits or pre-payments made to any third party in connection with goods or services supplied prior to the Transfer Date and all cheques, bills or other negotiable instruments received by the Transfer Date;

(b) the Excluded Records;




### 13. COSTS

- 13.1 Except as expressly provided elsewhere in this Agreement each party to this Agreement shall pay their own costs, charges and expenses incurred in the preparation of this Agreement.
- 13.2 The Buyers shall pay all and any stamp duty payable in respect of this Agreement and any other document entered into or executed with or pursuant to the terms of this Agreement.

**AS WITNESS** the hands of the parties hereto or their duly authorised representatives on the date first above written.

SIGNED by Stephen Conn for and )  
on behalf of **THE SELLER** as its )  
agent and without personal liability )  
in the presence of: )


Witness Signature: 

Name: *Andrew Waller*

Address: *ELLIST HOUSE*  
*151 DEANSGATE*  
*MANCHESTER*  
*M3 3BP*

Occupation: *INSOLVENCY MANAGER*

SIGNED by Stephen Conn for and )  
on behalf of **THE OFFICE** )  
**HOLDERS** in the presence of: )

Witness Signature: 

Name: *Andrew Waller*

Address: *ELLIST HOUSE*  
*151 DEANSGATE*  
*MANCHESTER*  
*M3 3BP*

Occupation: *INSOLVENCY MANAGER*

SIGNED by a director and )  
secretary of Elitesound Limited )

SIGNED by a director and )  
secretary of Tonewear Limited )

SIGNED by a director and )  
secretary of Websound Limited )



**SIGNED** by Stephen Conn for and )  
on behalf of **THE SELLER** as its )  
agent and without personal liability )  
in the presence of: )

Witness Signature:

Name:

Address:

Occupation:

**SIGNED** by Stephen Conn for and )  
on behalf of **THE OFFICE** )  
**HOLDERS** in the presence of: )

Witness Signature:

Name:

Address:

Occupation:

**SIGNED** by a director and  
secretary of Elitesound Limited

Director

Secretary

*For and on behalf of  
Bulldog Partners Limited*

**SIGNED** by a director and  
secretary of Tonewear Limited

Director

Secretary

*For and on behalf of  
Bulldog Partners Limited*

15-09-03

11:11

From-NICHOLSON GRAHAM & JONES

+02076489001

+02076489001

T-280 P.004/013 F-159

SIGNED by a director and  
secretary of Websound Limited

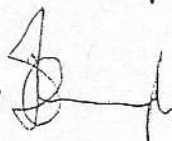
x

Director



λ

Secretary



For and on behalf of Bulldog  
Partners Limited



SCHEDULE 1

Tooling

518



SCHEDULE 2

Intellectual Property Rights

SENSE-SONIC LIMITED

INTELLECTUAL PROPERTY RIGHTS

UK Patent Number	GB2267412
US Patent Number	6307945
Austria Patent Number	EP-AT0563194
Germany Patent Number	EP-DE0563194
Denmark Patent Number	EP-DK0563194
France Patent Number	EP-FR0563194
Netherlands Patent Number	EP-NL0563194

UK Registered Trade Mark - "Conversor" - 14 98725

2 x UK registered designs in relation to the "Look" of manufactured radio receivers and radio microphones. - 2027609 + 2022759



ASSIGNMENT CHECK LIST



SEQUENCE NUMBER

57531

DATE RECEIVED

17/9/04

- 1) TRADEMARK NO(s) AND CLASSES
- 2) REGISTERED PROPRIETOR
- 3) NEW PROPRIETORS NAME
- 4) STATE OF INCORPORATION
- 5) DATE OF ASSIGNMENT ( 6 MONTHS )
- 6) PART ASSIGNMENT
- 7) ADDRESS FOR SERVICE
- 8) STAMP DUTY
- 9) SIGNATURES OF REGISTERED / NEW PROPRIETOR
- 10) REV., REC., INVALIDITY



INVESTOR IN PEOPLE

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**Y/Ref:** JER/LM  
**Date:** 29 September 2004

Please quote our reference when replying.

Dear Sir or Madam,

**REQUEST TO RECORD ASSIGNMENT OF TRADE MARKS**

**Assignment to:** Tonewear Limited

I am writing to confirm that we have recorded the assignment of the marks listed in your recent request. I enclose the Assignment Certificate.

Notice of the transaction will be published in Trade Marks Journal No. 6548 on 22<sup>nd</sup> October 2004.

Yours faithfully,

Josie Fortey  
Trade Mark Administrator