

APPENDIX 3

ANNEX 3

EXTRACTS FROM EXHIBITS

(See Appendix 3, ANNEX 1 for Summary Index and ANNEX 2 for Full Index)

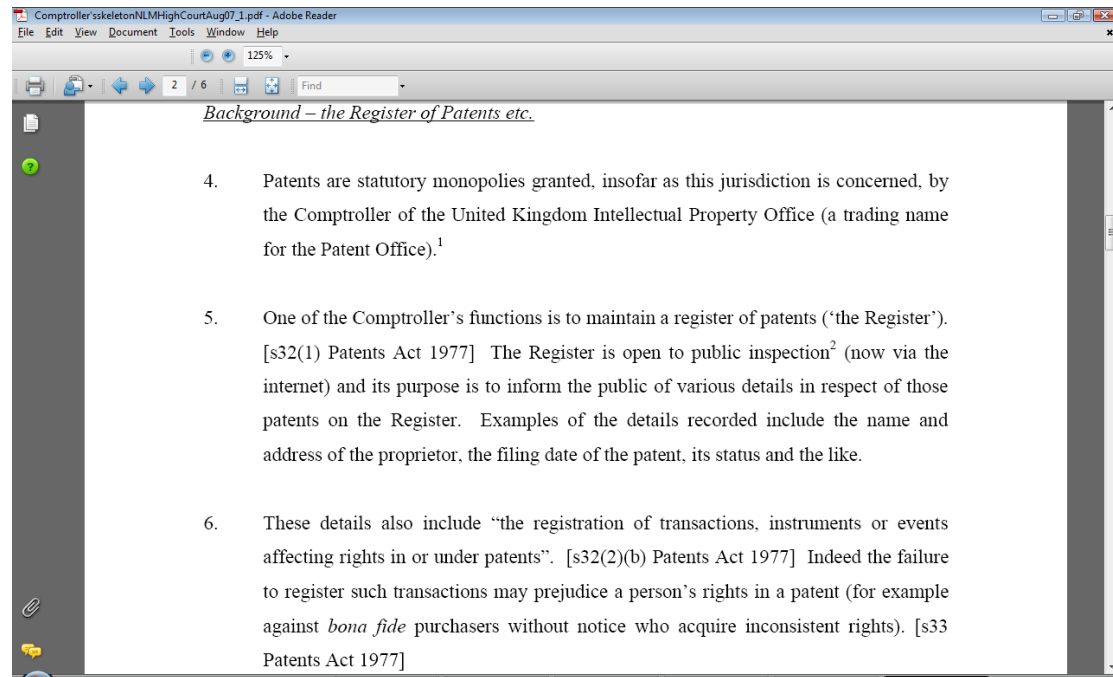
Note: Extracts are highlighted (underlined) computer (pdf) screenshots of the essential reading elements of documents from the Core Exhibits Files and the Evidence Books.

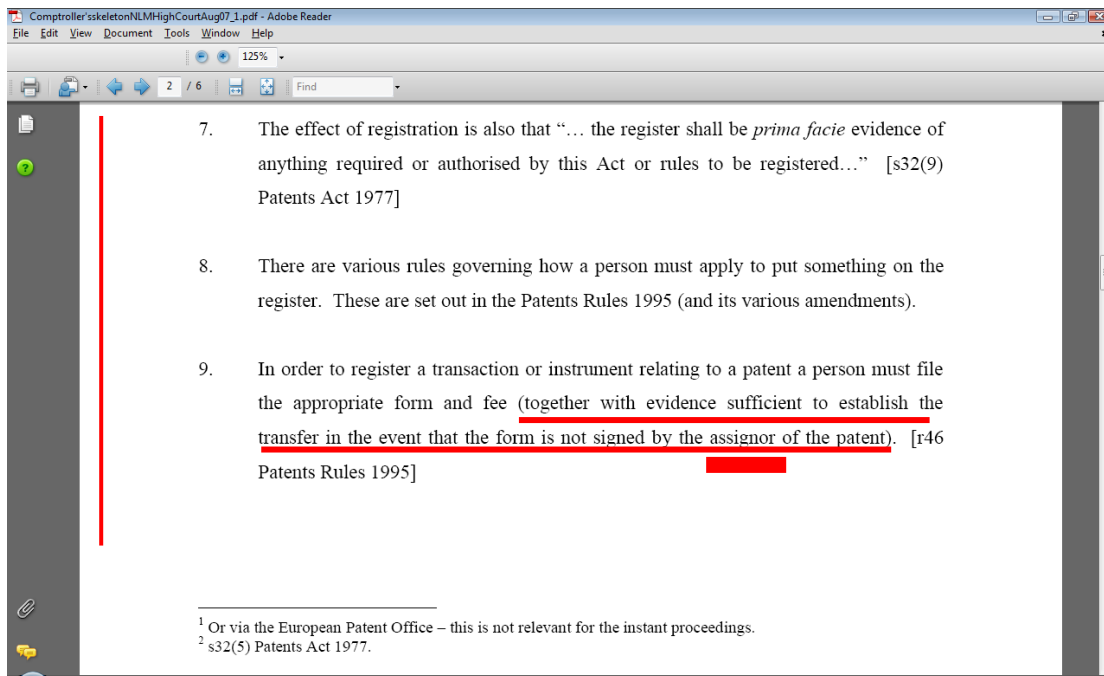
The Extracts, Exhibits and Evidence documents may be viewed on-line at:

www.theinventivesteps.co.uk

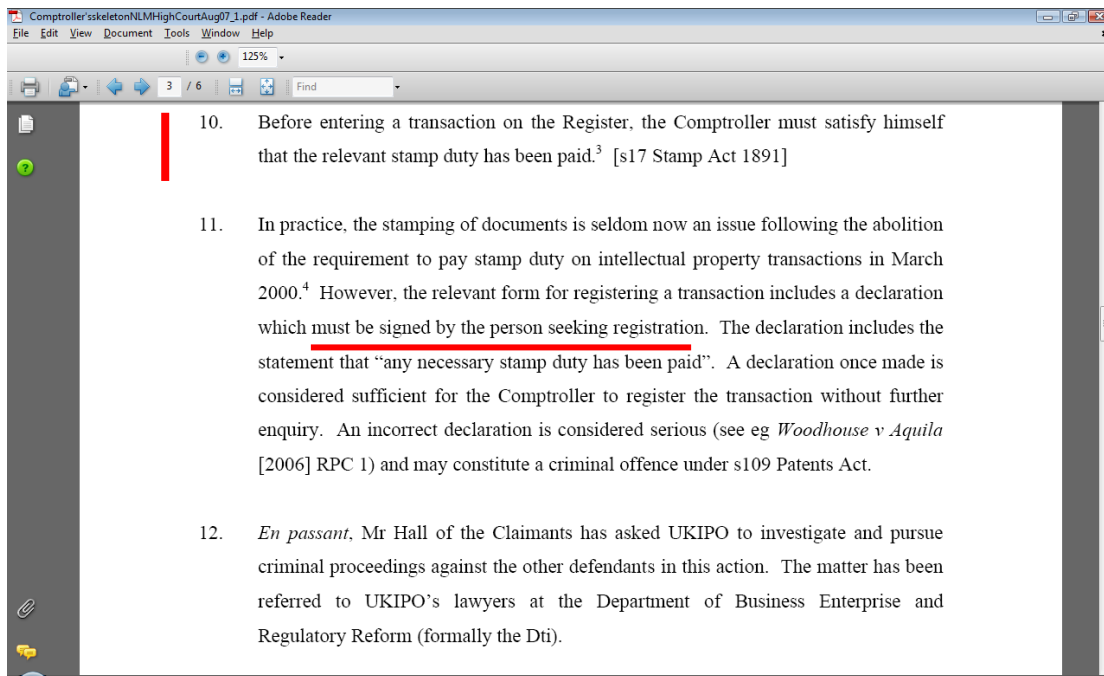
Statutory requirements for registering assignments, as declared to the High Court:

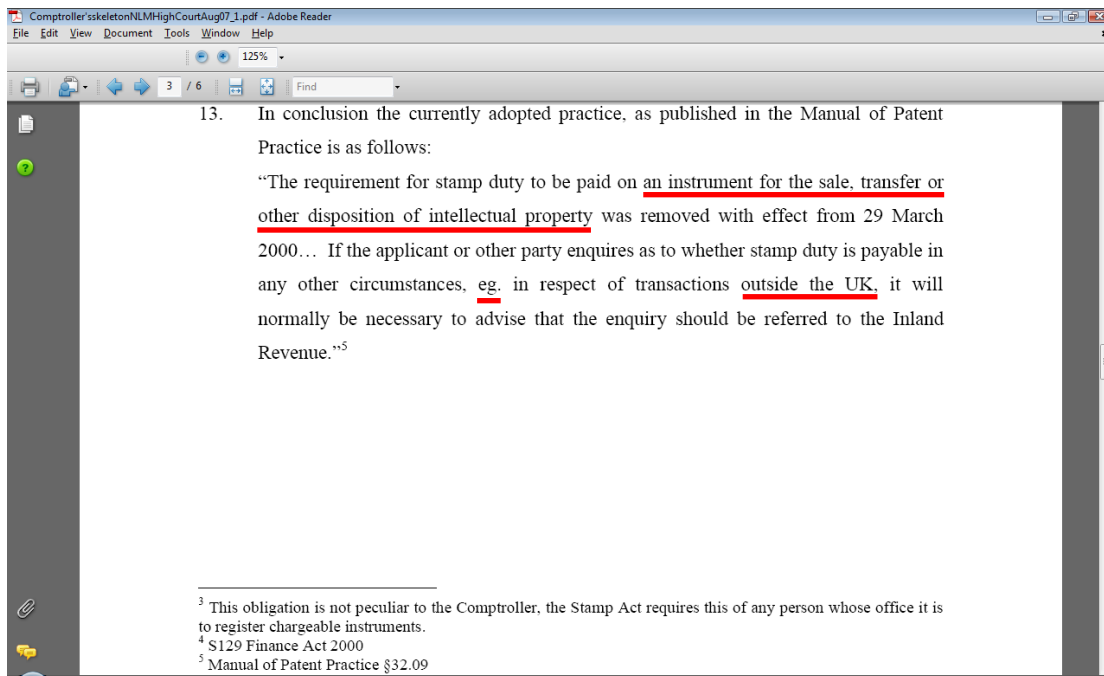
1.





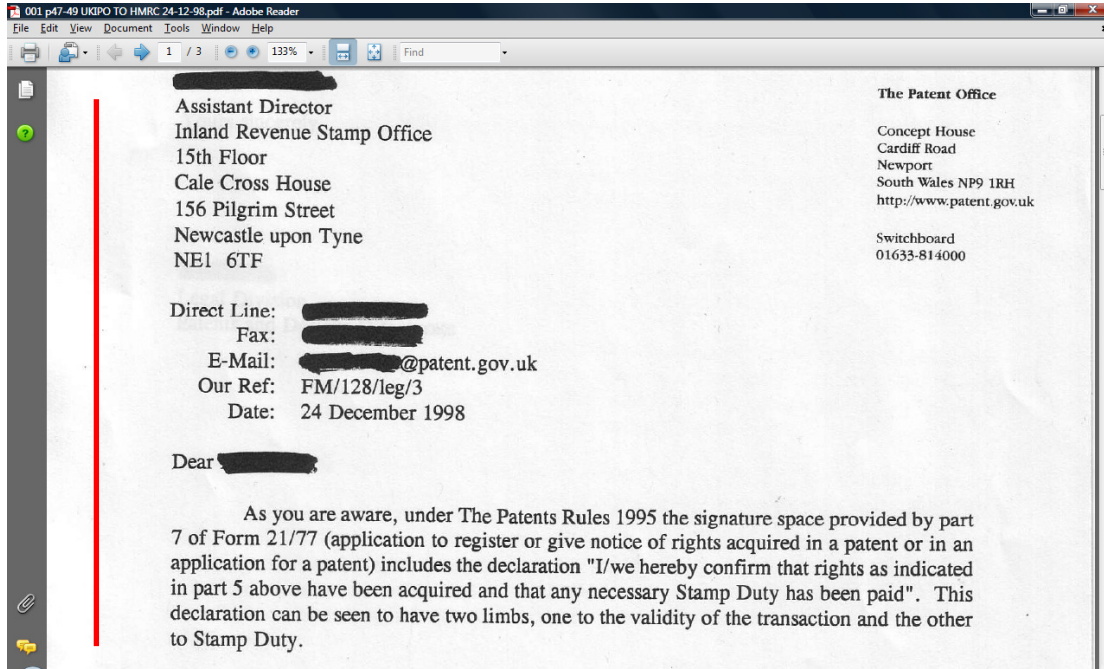
2.

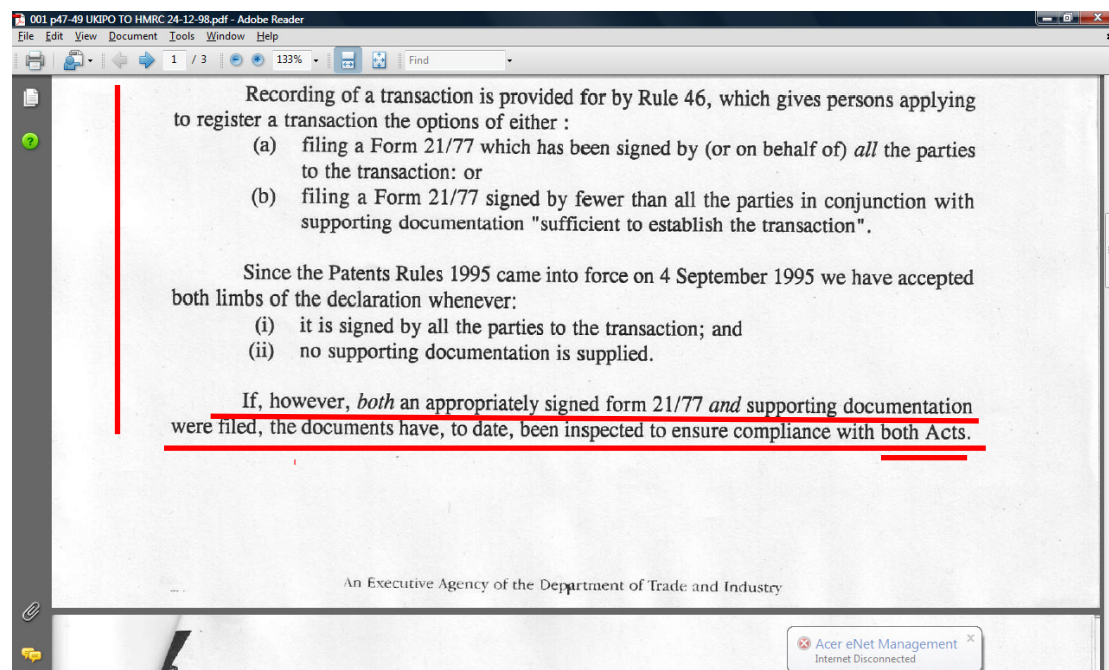




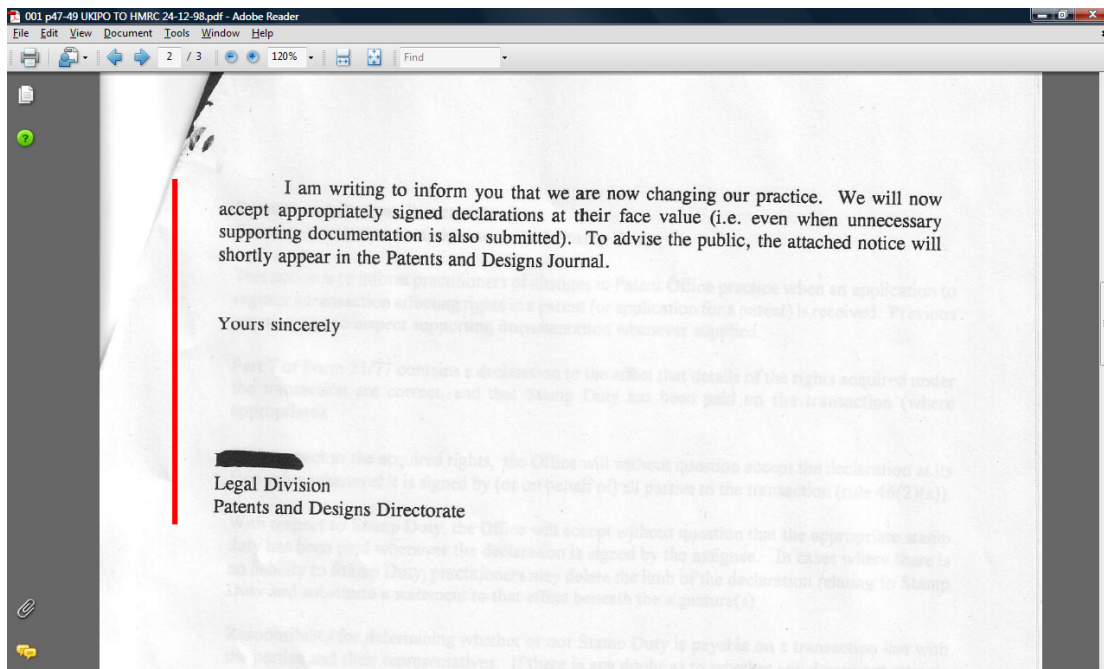
4.

Procedure Change, not inspecting filed doc.s if Form 21/77 is signed by both parties:

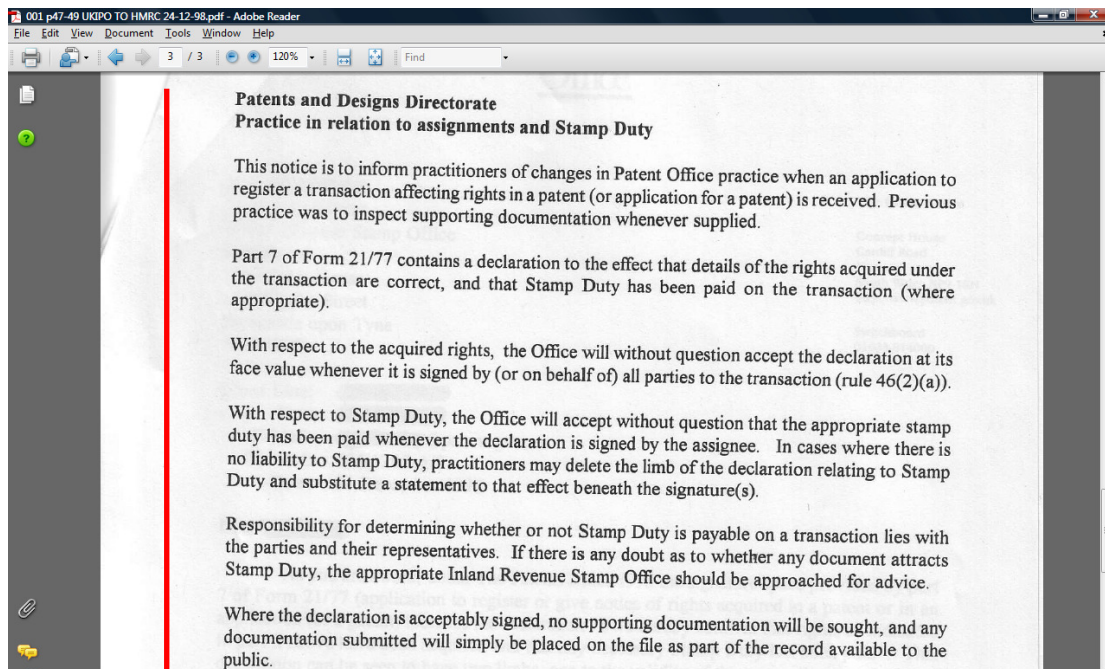


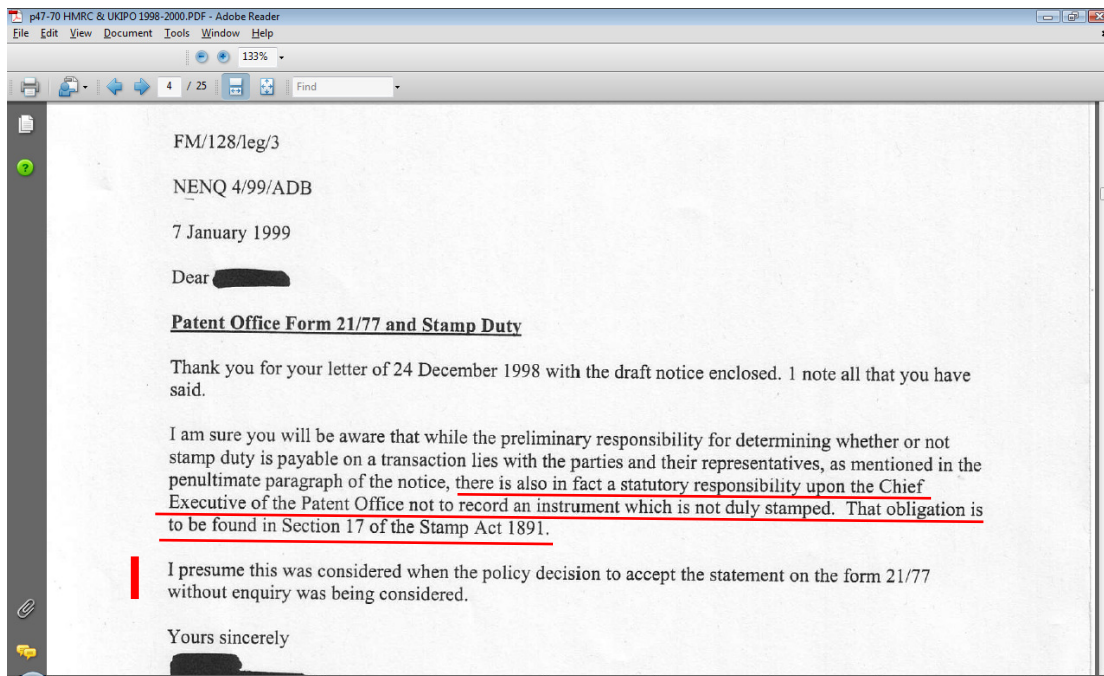


6.



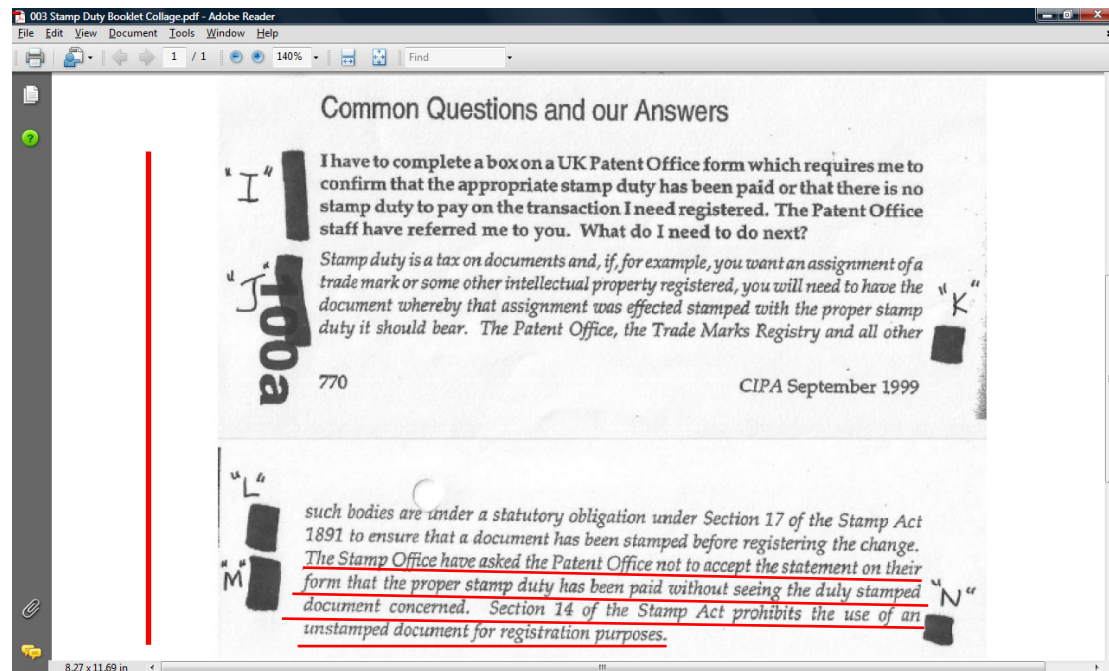
8.





9.

10.



11.

Pat Ass DN Ver2.pdf - Adobe Reader

File Edit View Document Tools Window Help

14 / 52 200% ignore

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.

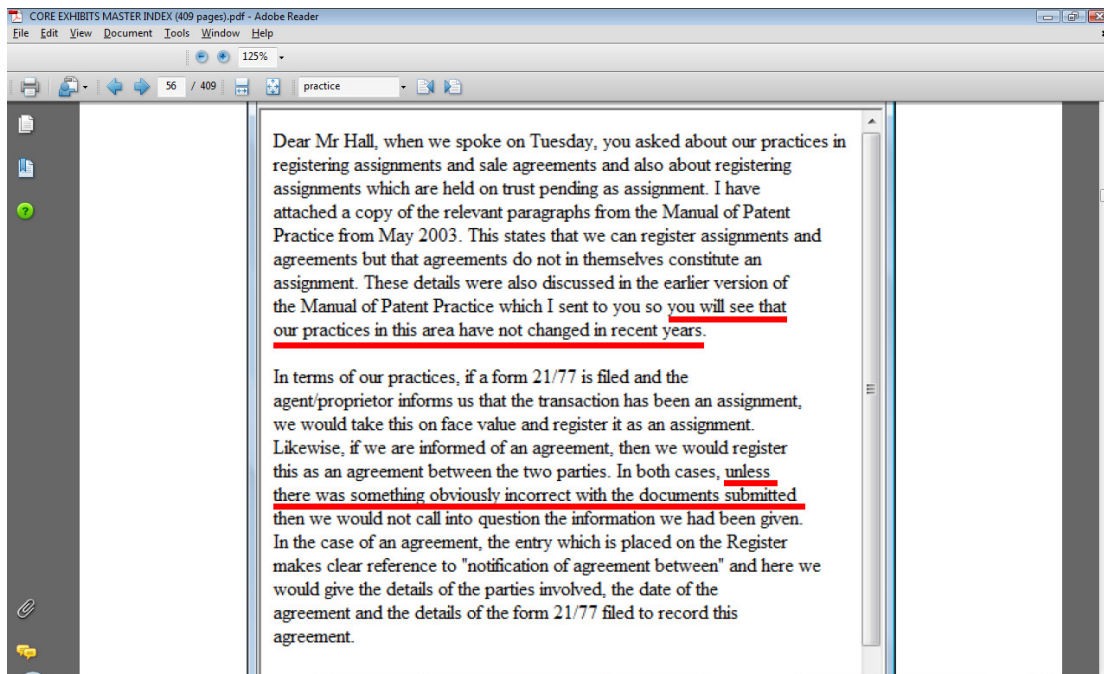
6) If co-proprietors; and any share is assigned then, consent of the proprietor not involved is required.

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.

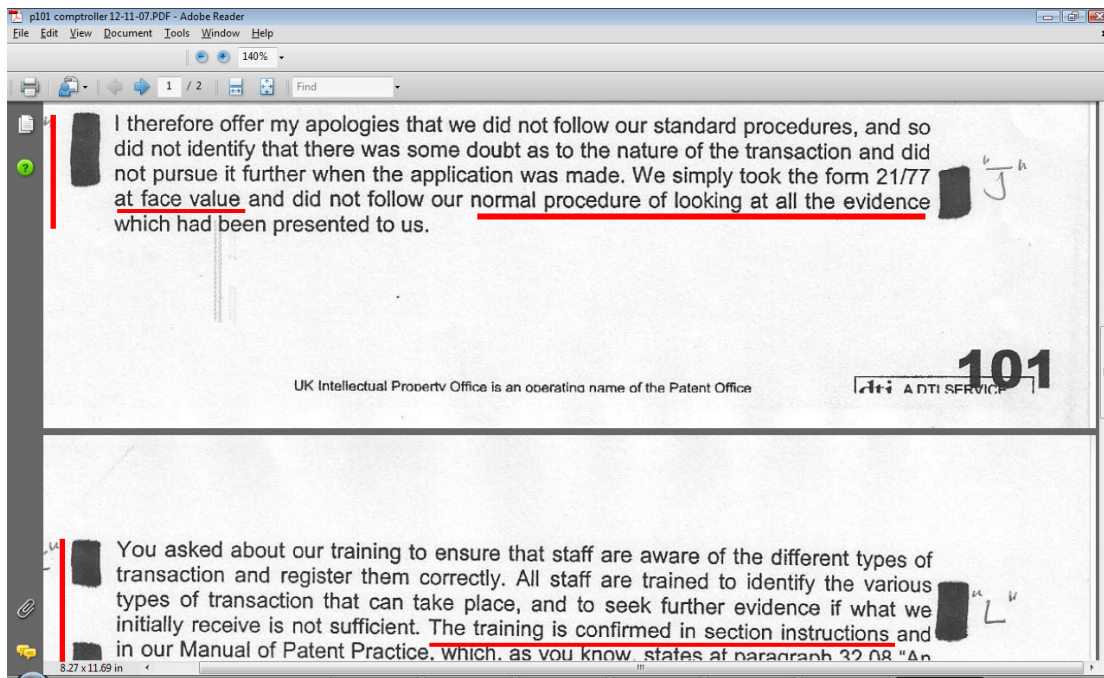
8) Terminated, ceased, or expired patents we take no action on,

8.27 x 11.69 in

12.



13.



14.

The screenshot shows the Adobe Reader interface with a document titled 'Pat Ass DN Ver3.pdf'. The document contains a list of rules, with items 5 through 8 visible. Item 5 discusses signatures before and after 01.01.05. Item 6 discusses co-proprietors and consent. Item 7 discusses European cases and the EPO2544 form. Item 8 discusses terminated, ceased, or expired patents. The text in item 5 is partially highlighted in red.

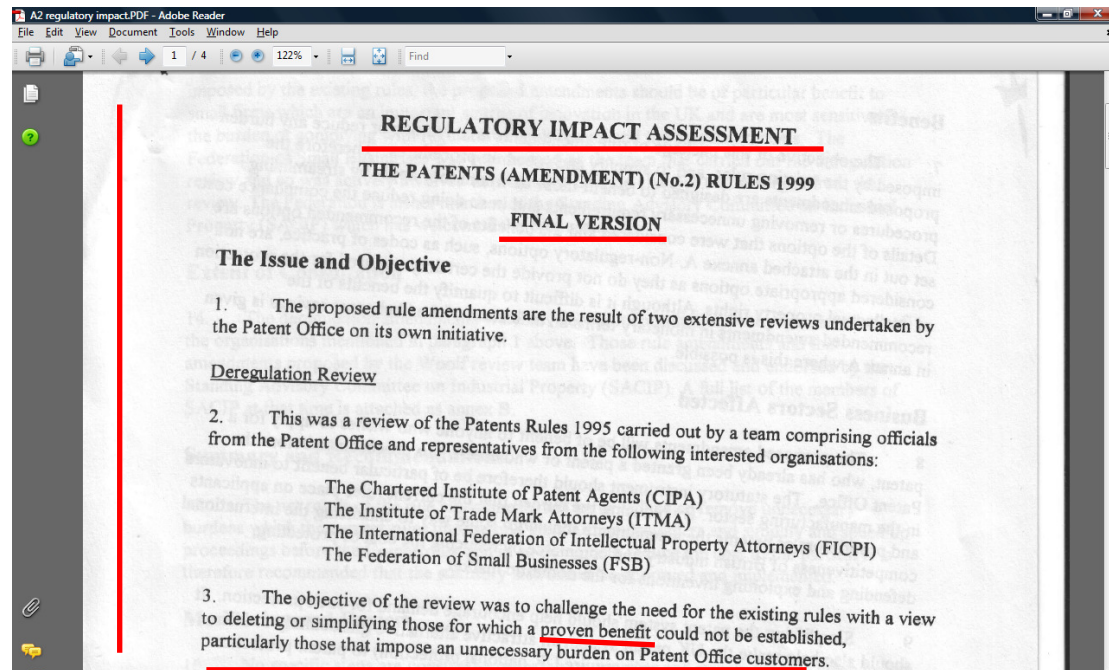
5) Signatures. Before the 01.01.05 both signatures of the assignor and assignee should be present on the evidence. However, we will accept the signature of the assignor only on the Form 21/77. If documents are supplied after the 01.01.05 we only need the signature of the proprietor. If the Form 21/77 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.

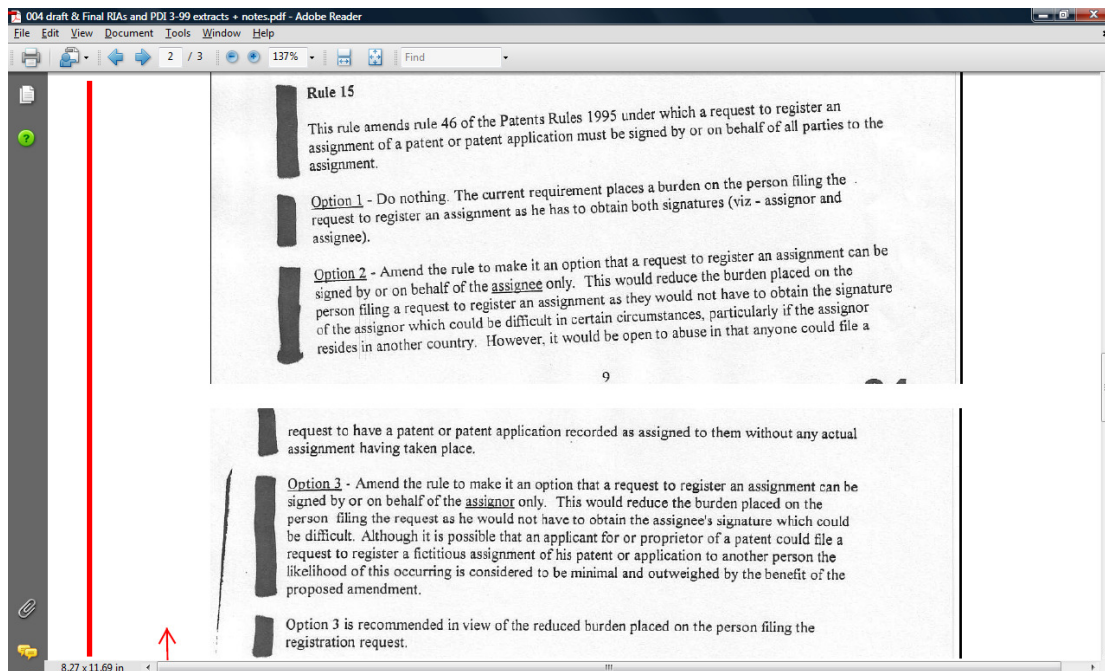
7) Some European cases will be filed on the form 21/77 with a copy of the European Patent Form 2544 (exhibit 5) which will mean they have filed the assignment before the European Office. We will use the effective date on the form to record the transaction. (Note: If the EPO2544 is effective before grant 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.

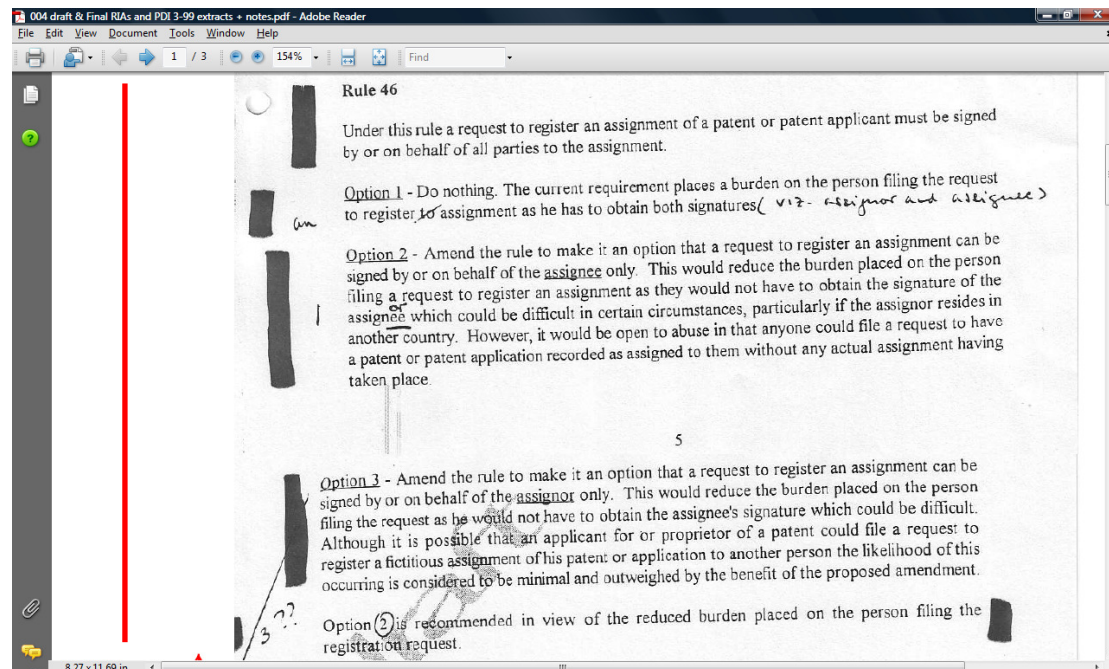
15.



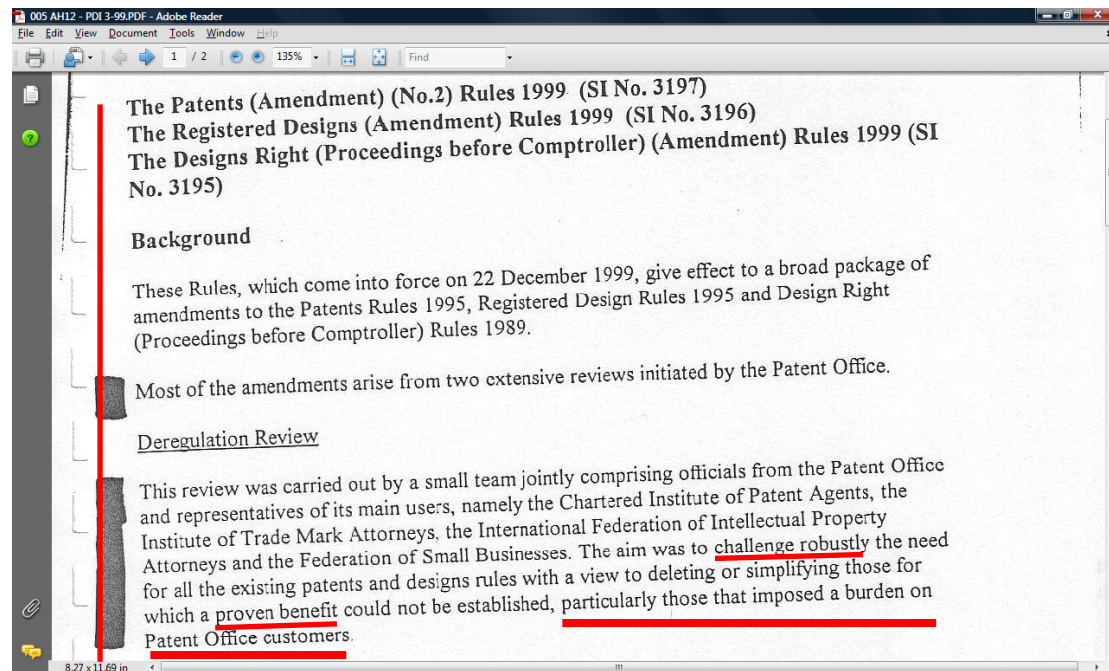
16.



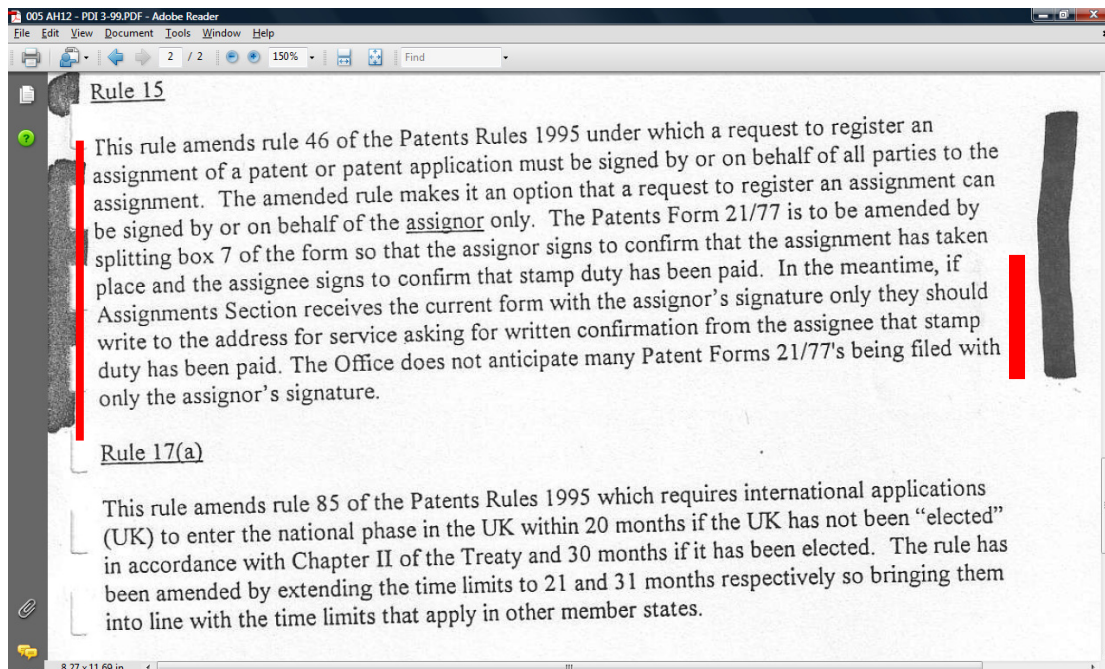
17.



18.



19.



Standard register entry for assignments, whether or not filed doc.s are inspected:

20.

006 CIPA reservations 24-01-01.pdf - Adobe Reader

File Edit View Document Tools Window Help

1 / 1 125% Find

**24 January 2001 at 10.30am, Concept House,
Newport**

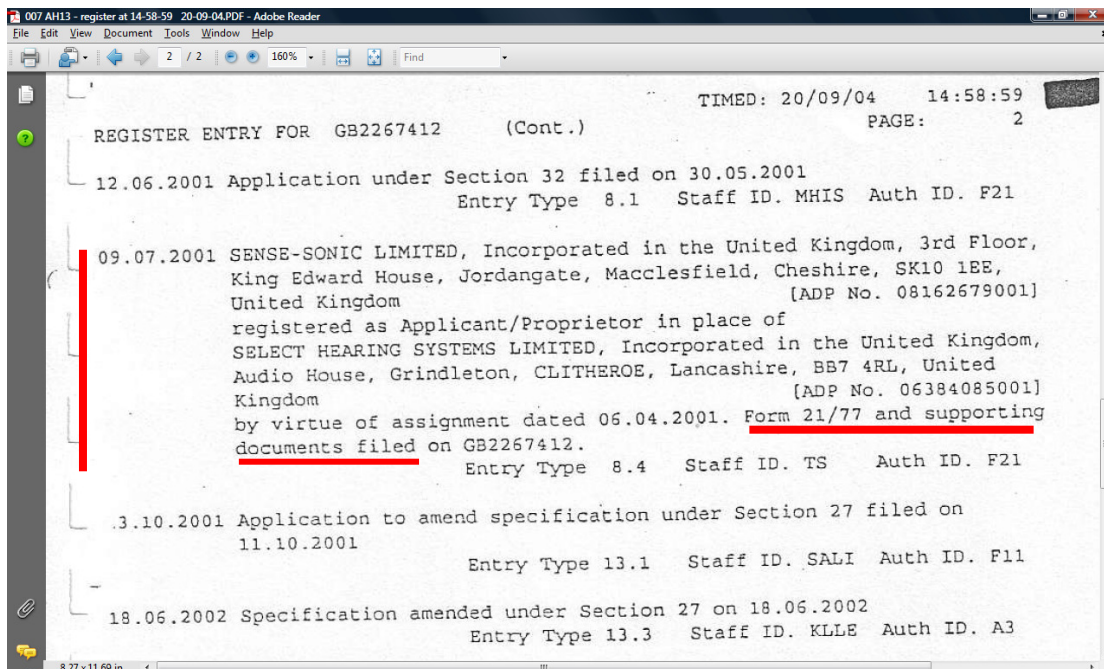
Summary Record

Present: Ron Marchant Andrew Serjeant
Sean Dennehey Alan White
Mike Richardson Richard Gallafent
Emma Tonner Luc Vandamme
Rob Crowshaw

Eileen Tottle

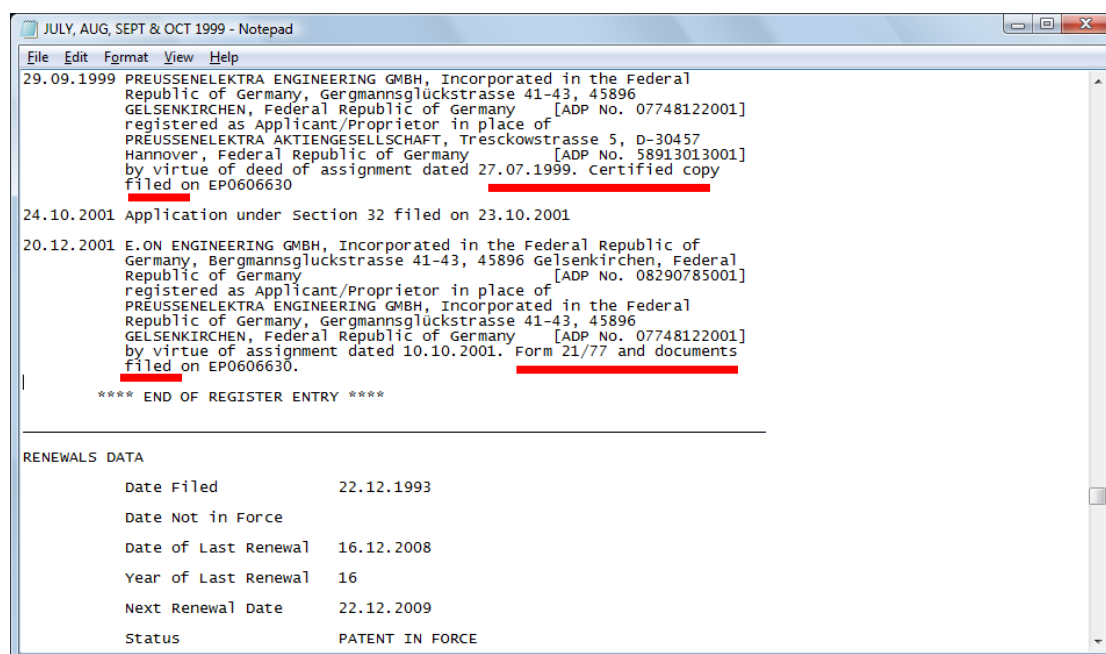
ASSIGNMENT RECORDAL

1. CIPA have reservations about the word "supporting" appearing on the Register and said it could be misinterpreted as meaning the documents have been examined, or at least suggests that the documents have the effect of supporting the validity of the transaction. "Form 21/77 and documents filed" was the wording CIPA preferred.
2. Since the meeting Ron has instructed that the necessary change be made to remove the word "supporting". However, due to the heavy workload of the Office's IT Directorate it may be some months before it is implemented.

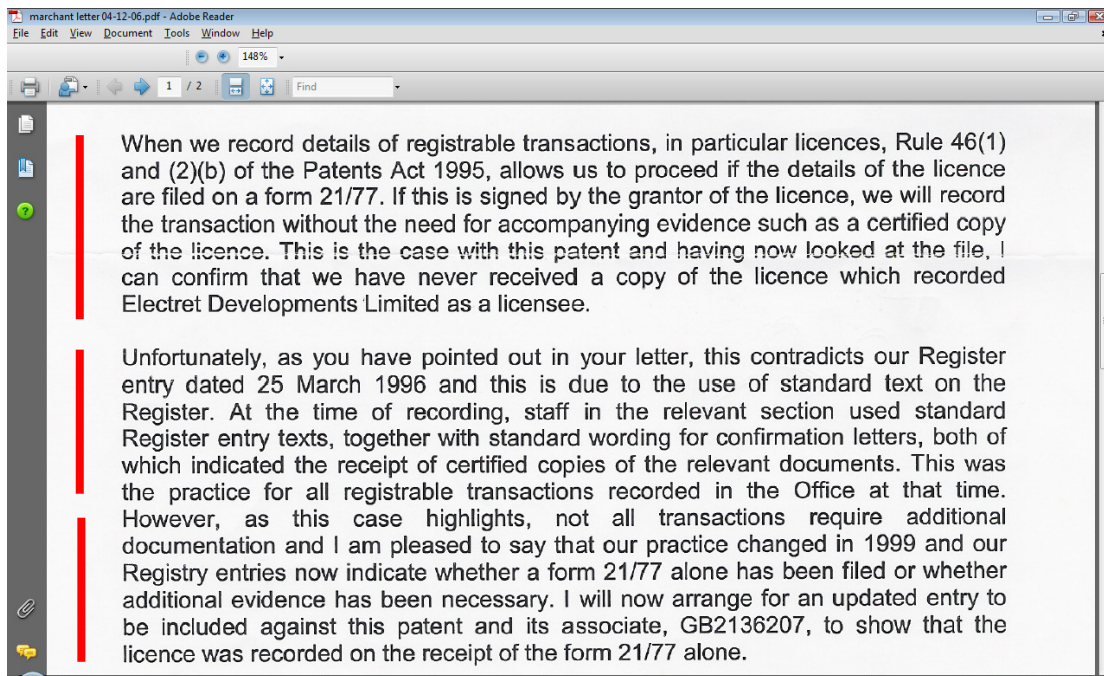


21.

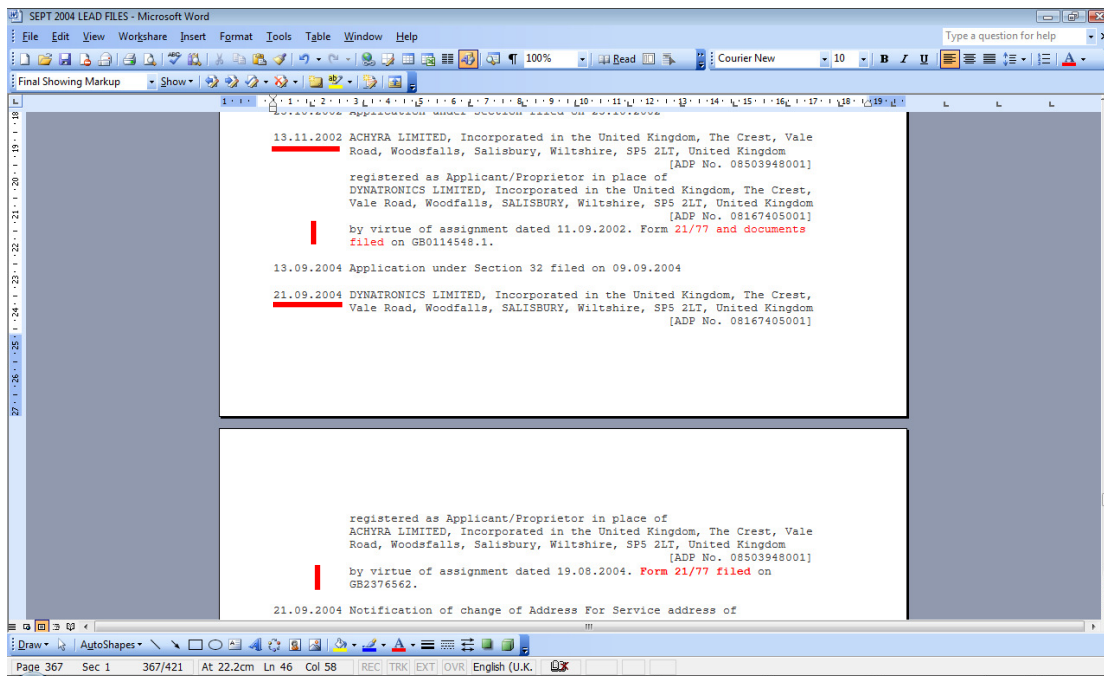
22.



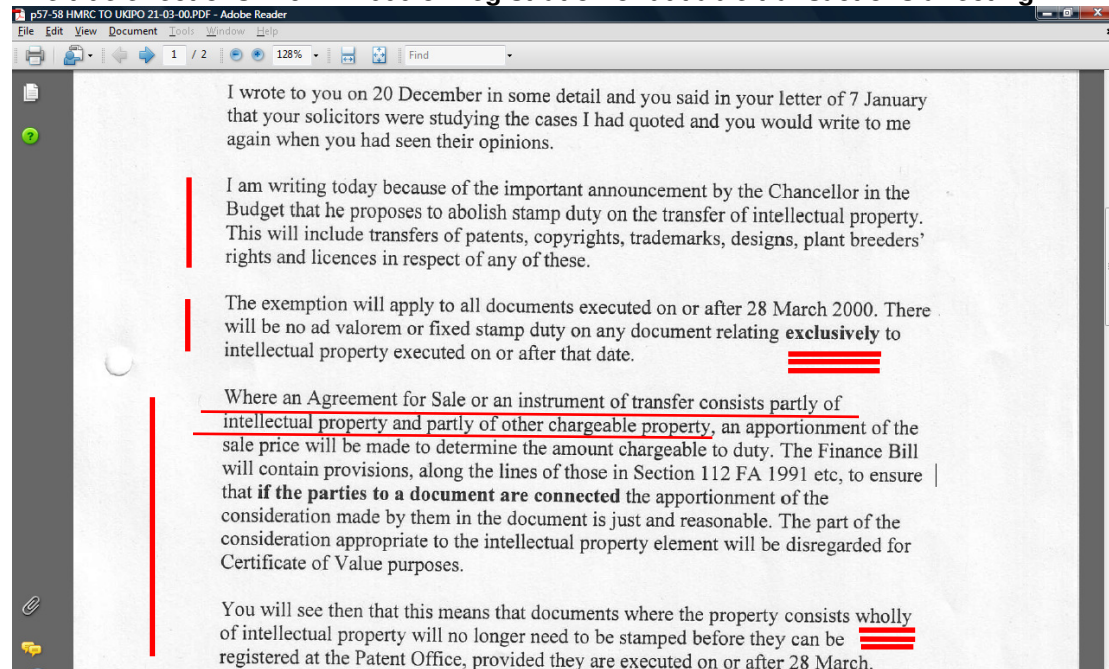
23.



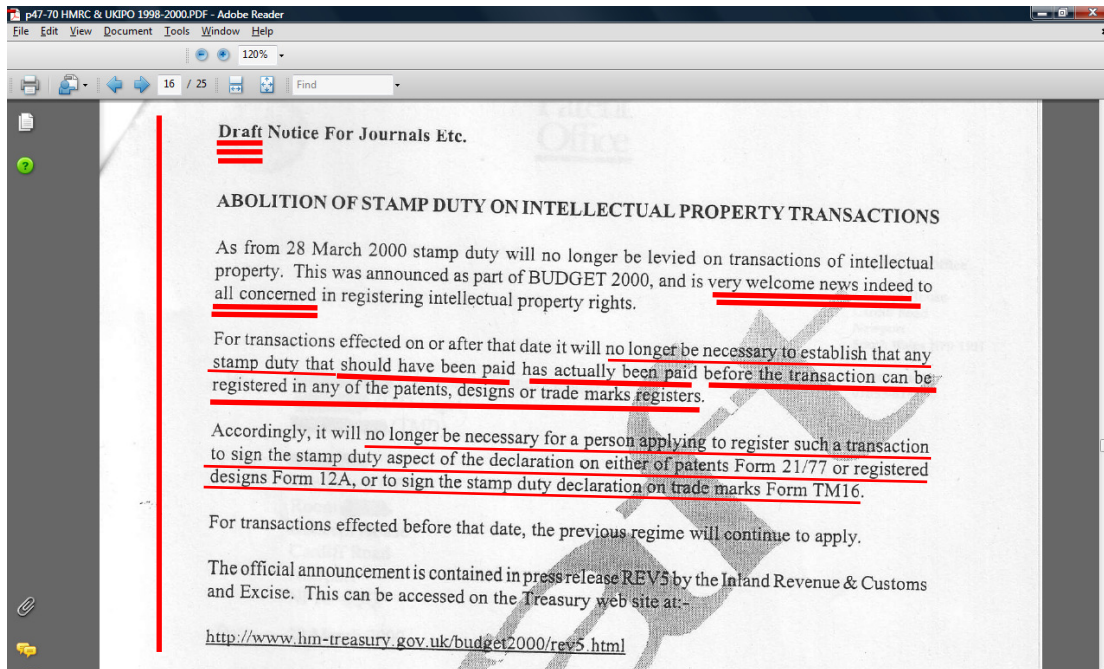
24.



The true effect of s.129 FA 2000 on registration of dutiable transactions affecting IP:

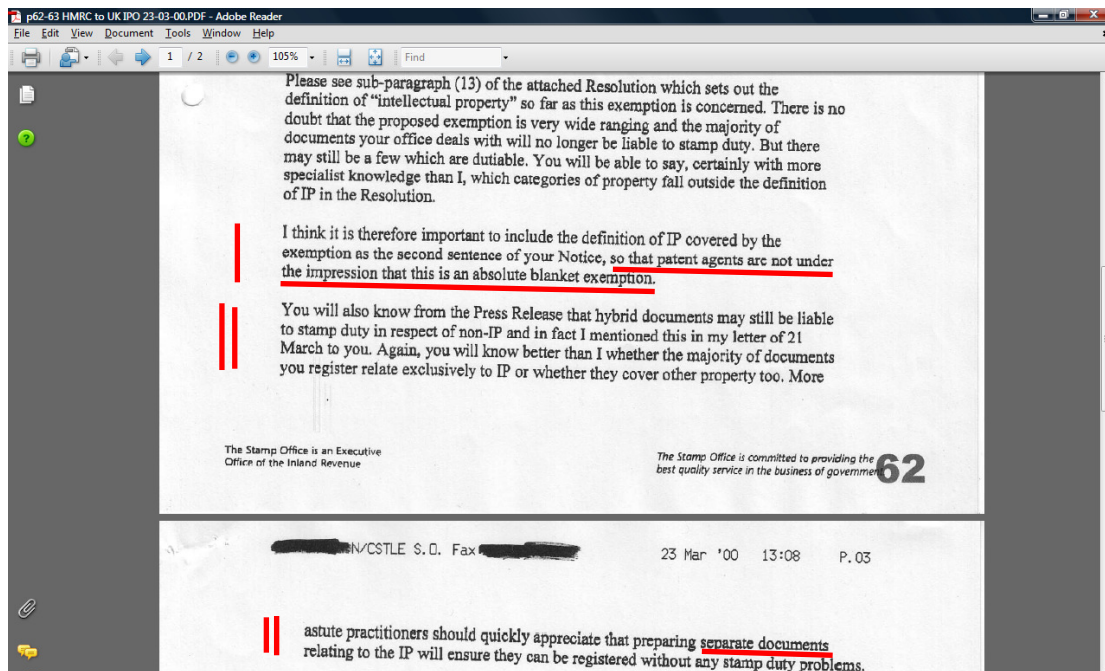


25.

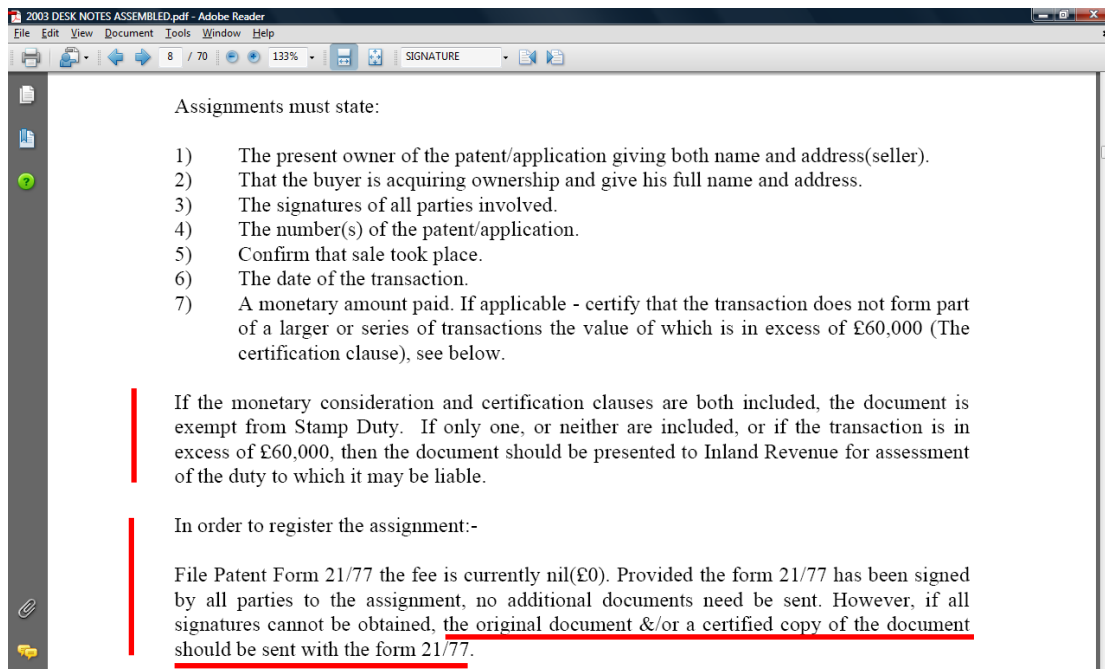


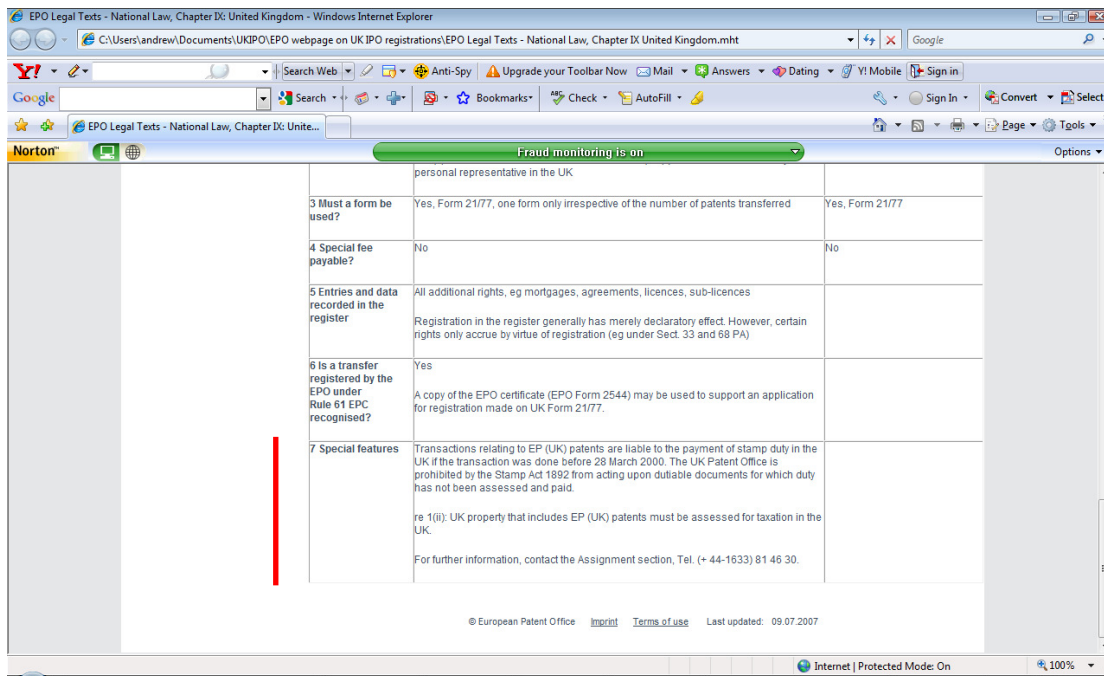
26.

27.



28.





29.

IPO practice with regard to validating signatures on Forms 21/77:

2003 DESK NOTES ASSEMBLED.pdf - Adobe Reader

File Edit View Document Tools Window Help

17 / 70 113% SIGNATURE

BOOKING IN

Post is collected from Document Reception (GY45) at 9am each morning.

Split post received into forms 21/77, 11/77, letters making enquiry, 20/77, changes of address/address for service and refiles.

All requests may relate to one, or many cases, each case is allocated it's own new RS number, that number is the next new(not refile)number and will be specific to that action on that case, each request is listed into LOTUS RSNNN giving each case it's 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 a schedule.

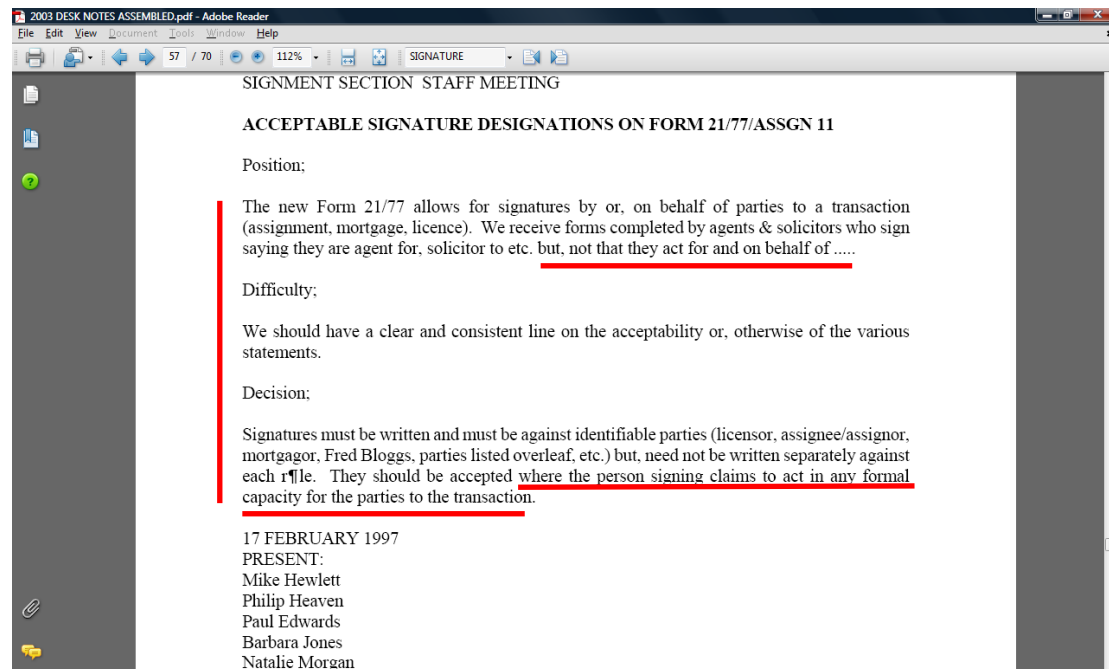
ALWAYS read the letter and note any requests for urgent attention. **ALWAYS** check for papers, or parts of the letter which do not relate to the assignment section and are for other parts of the Office, a copy of the letter and all papers **must** be sent to the appropriate section, note on the RS sheet any such action you take.

21/77

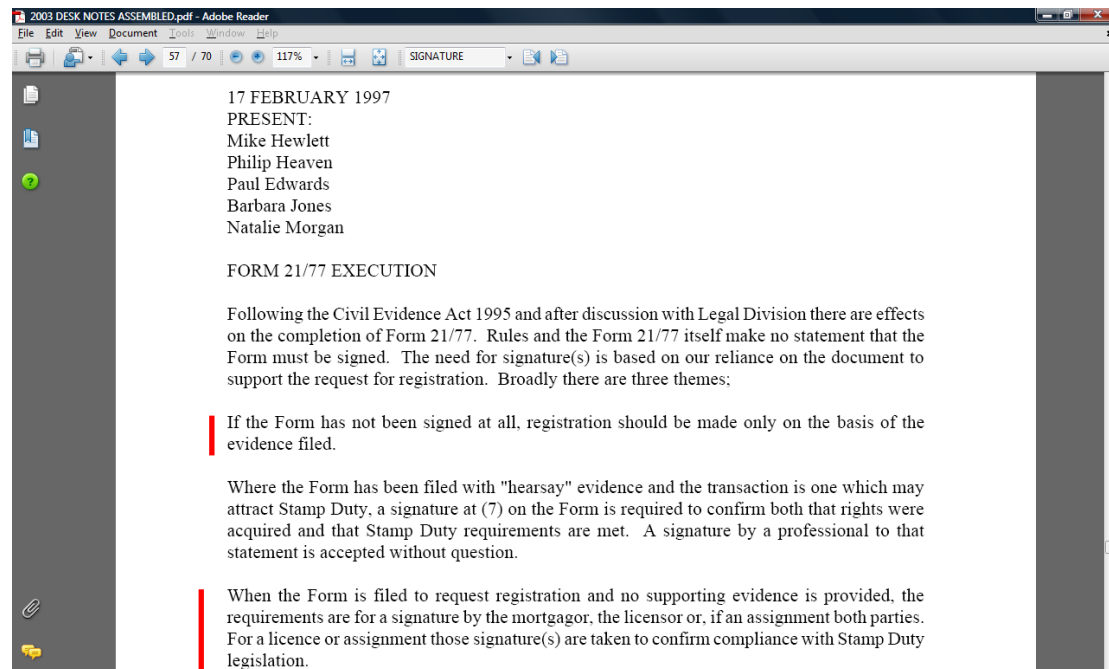
Remember that forms 21/77 together with documents (or alone) may have been returned to the agent for signatures, or Stamp Duty requirements. Check the filing date on the form and refer to any letter for references to an Official letter or that the letter is a reply, to see if this is the case. If the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

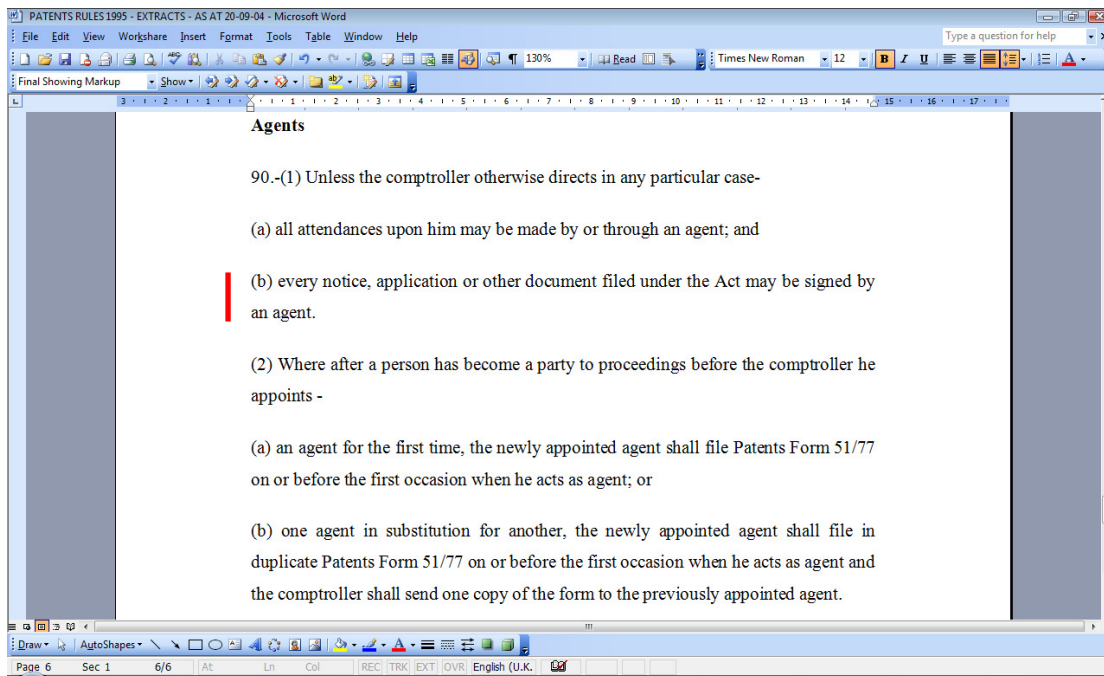
30.

31.



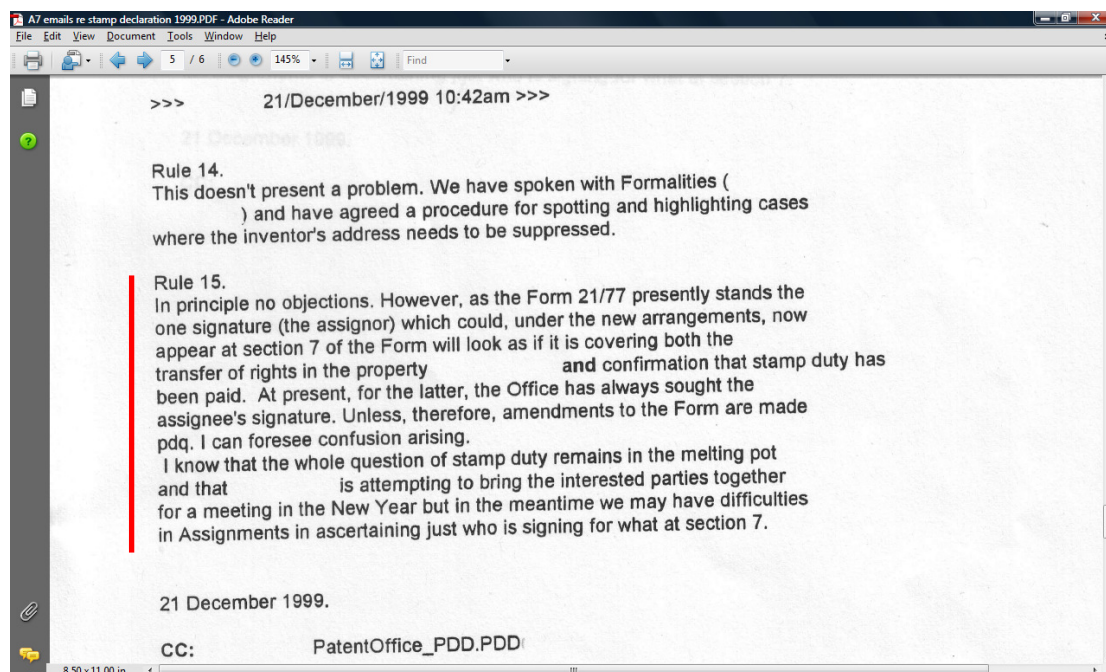
32.



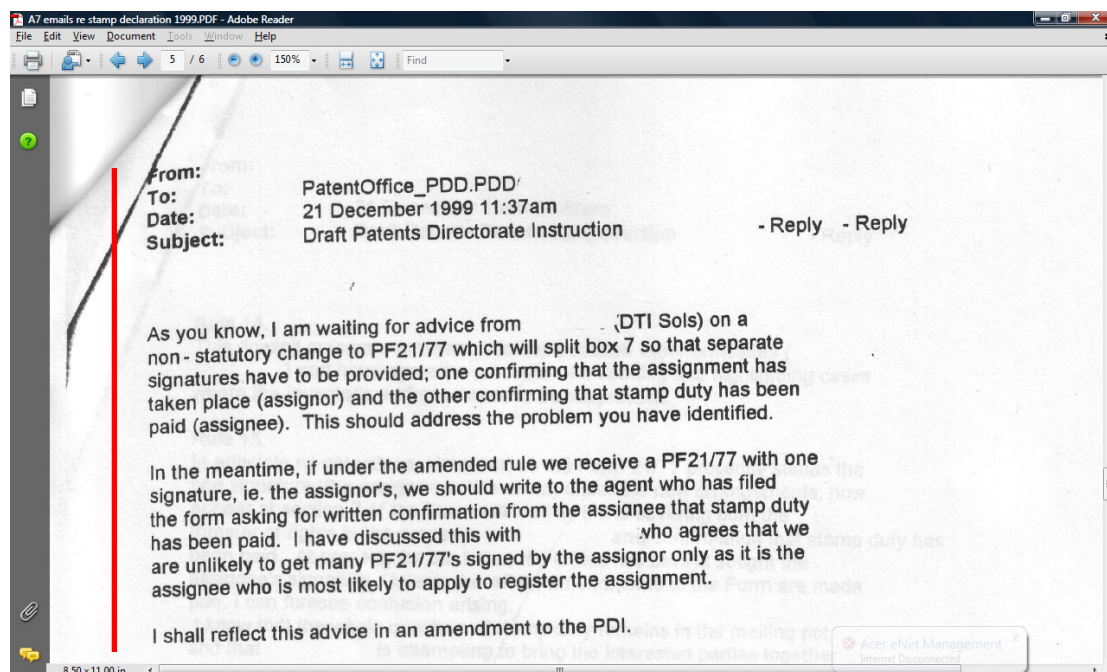


33.

34.



35.



36.

2003 DESK NOTES ASSEMBLED.pdf - Adobe Reader

File Edit View Document Tools Window Help

59 / 70 120% SIGNATURE

SIGNATURES TO ASSIGNMENT/MORTGAGE DOCUMENTS ASSGN 13

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).

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

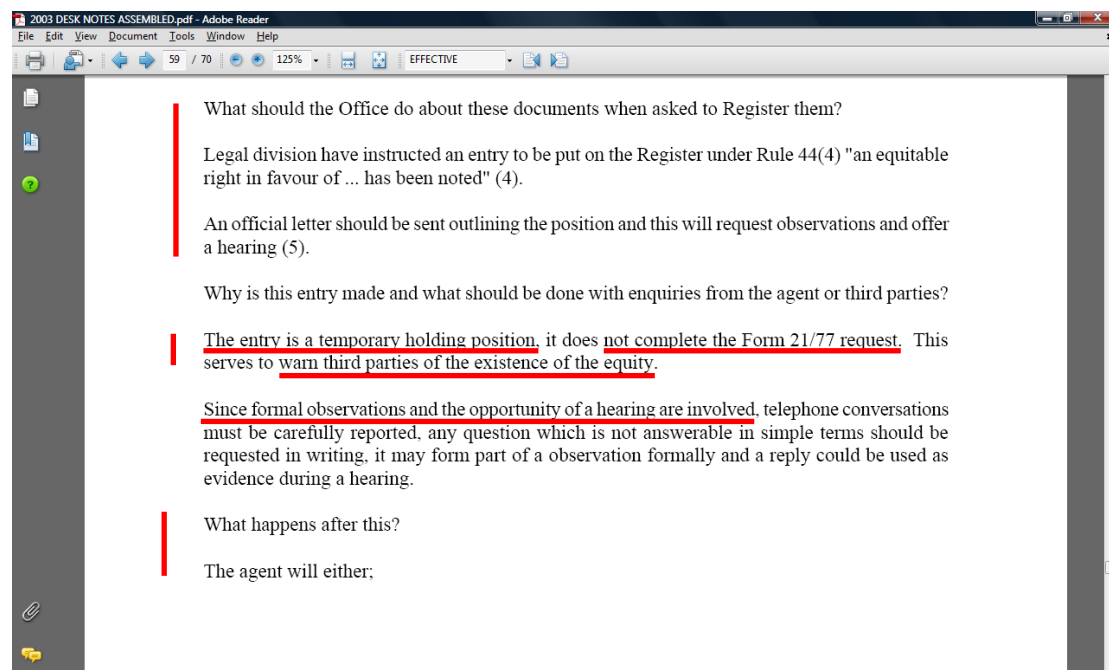
Void, in this instance, means no legal, registerable title passed to the assignee. The document is an enforceable agreement conveying equitable rights.

What is not acceptable?

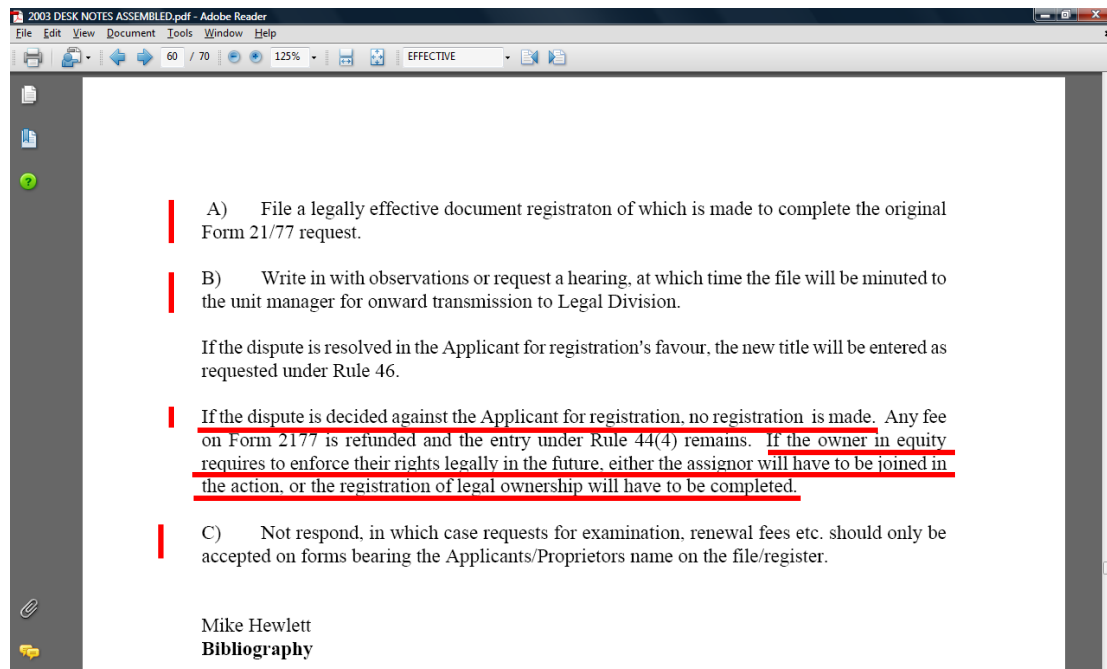
Any document which does not have both signatures as part of the original execution. A separate acceptance cannot meet this requirement since it "accepts" property from the earlier document, thus it cannot be part of that "assignment".

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 assignee's 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)

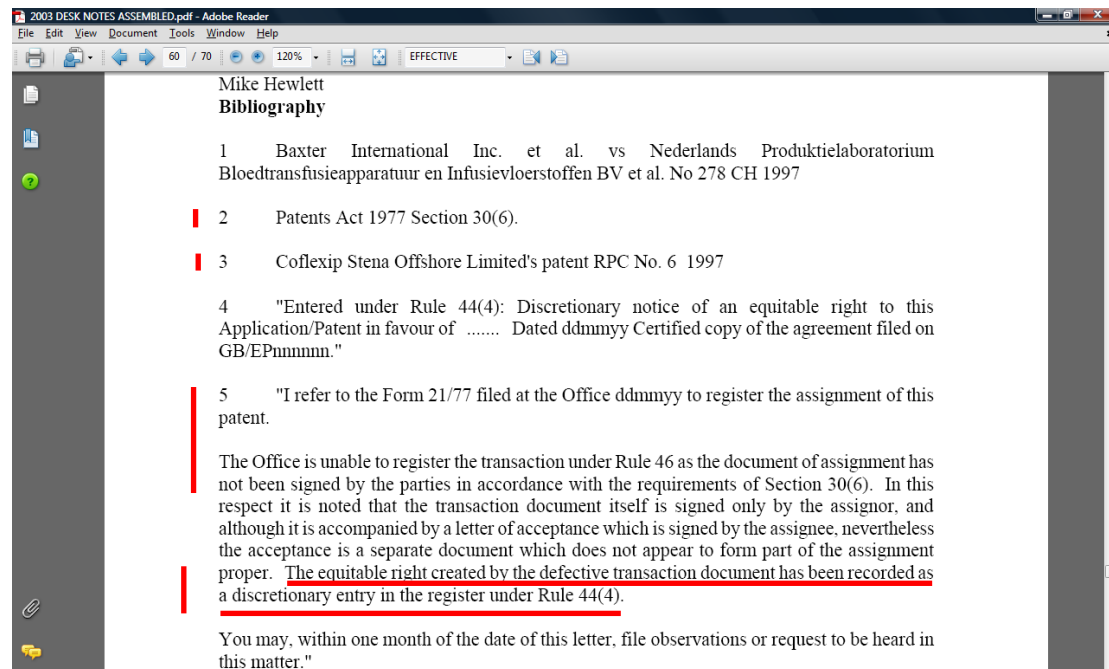


37.



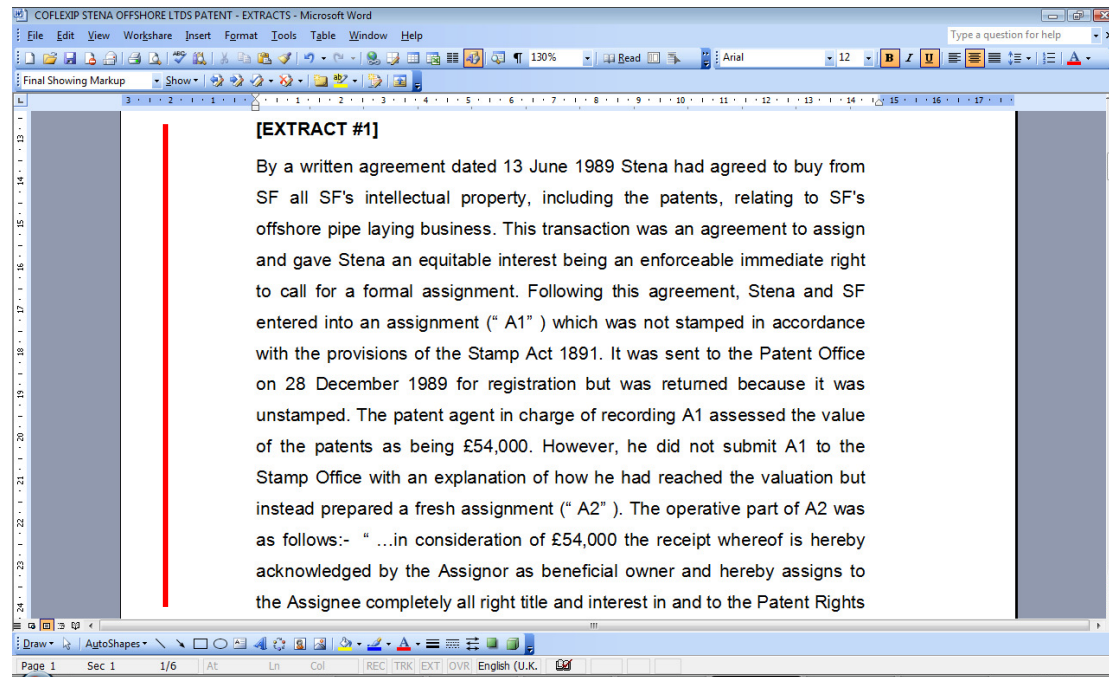
38.

39.

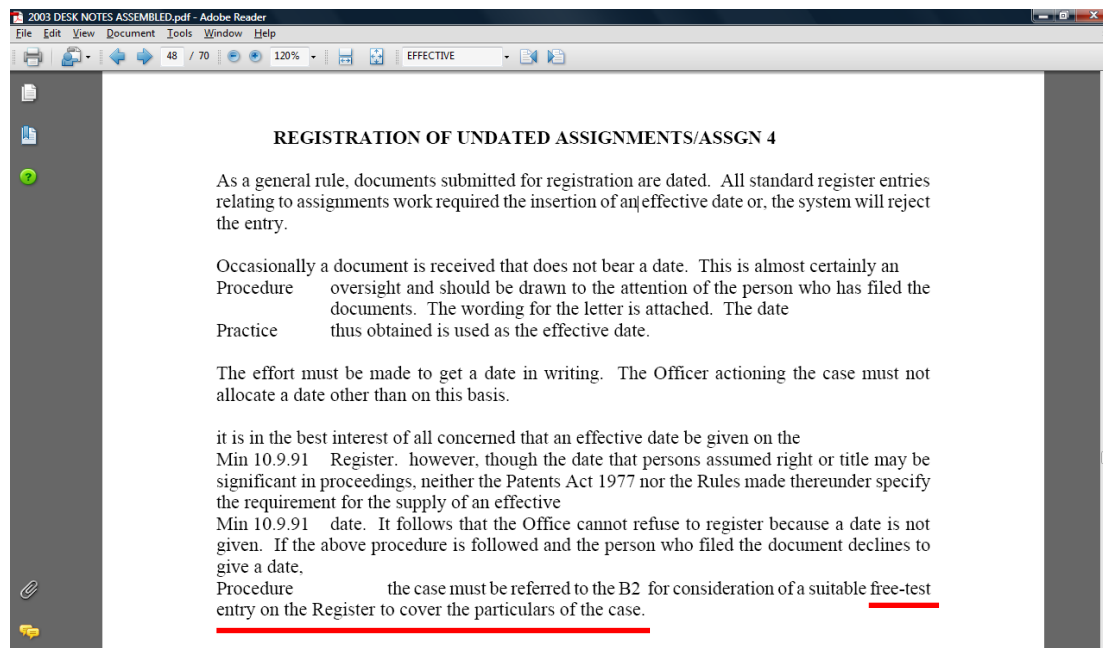


Authority explaining “Agreement to Assign” and “Formal Assignment”:

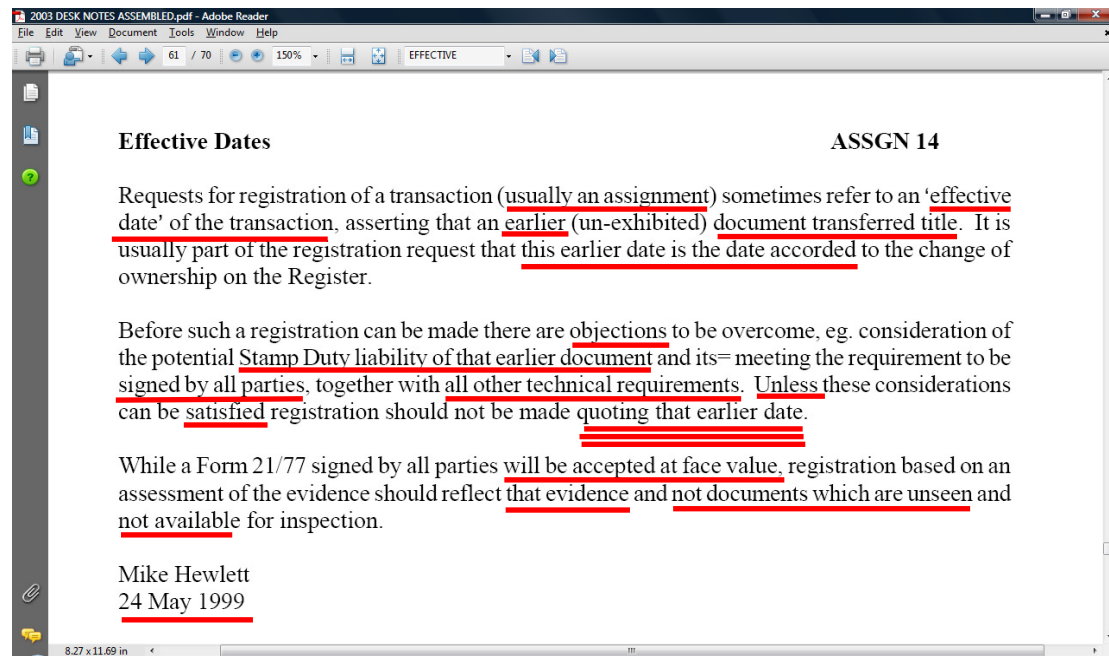
40.

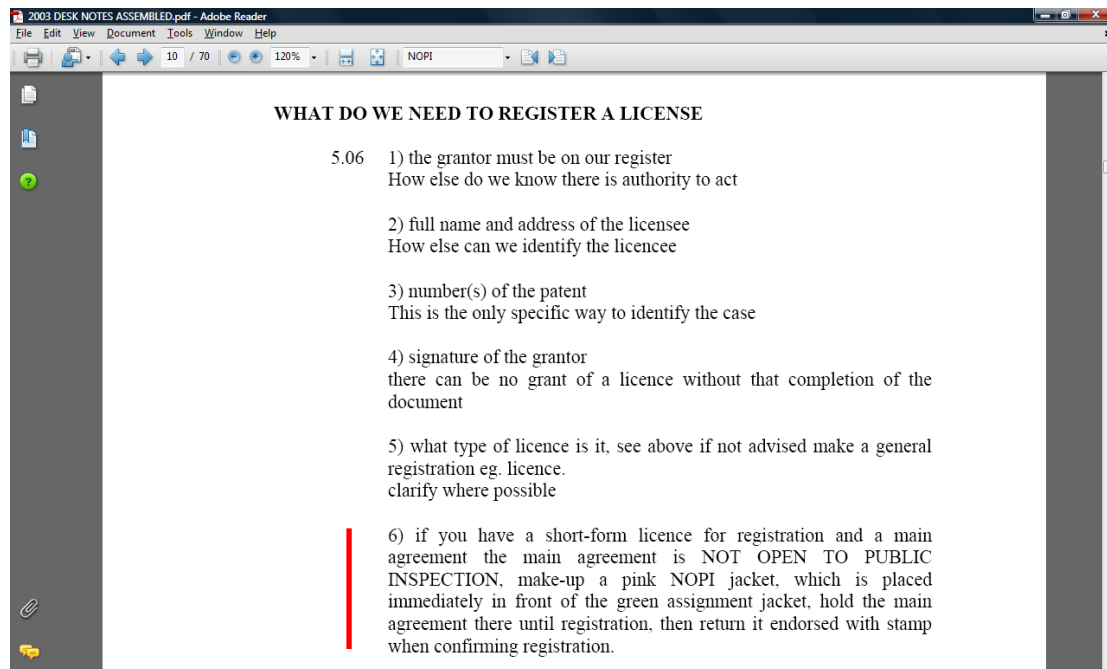


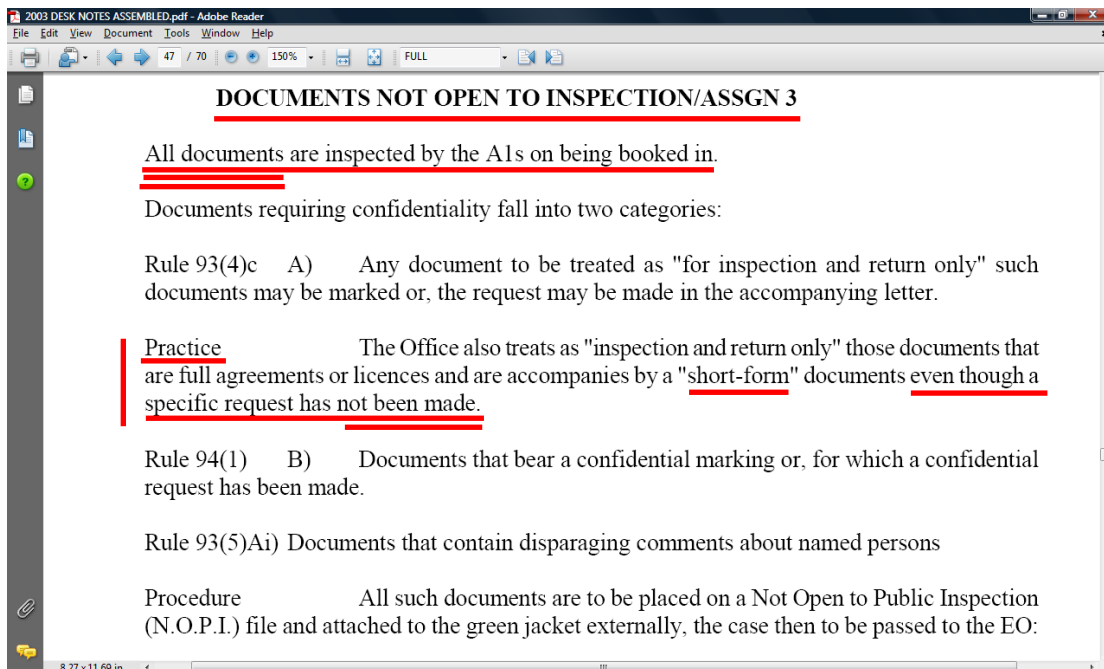
Desk Instructions (01-01-92 to 15-06-05):



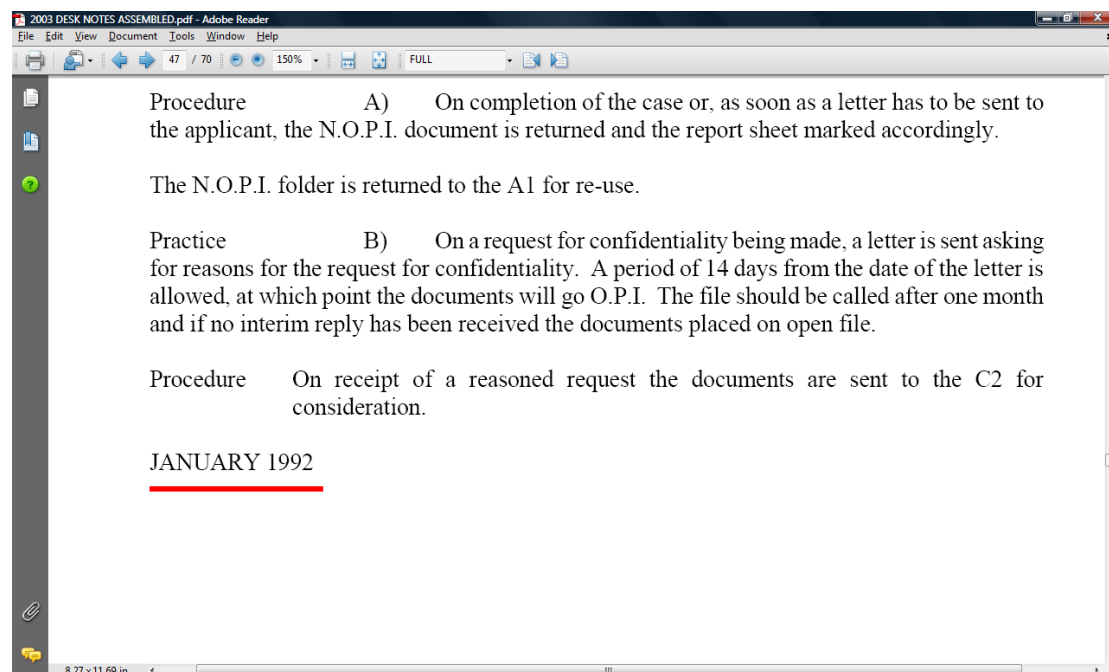
42.





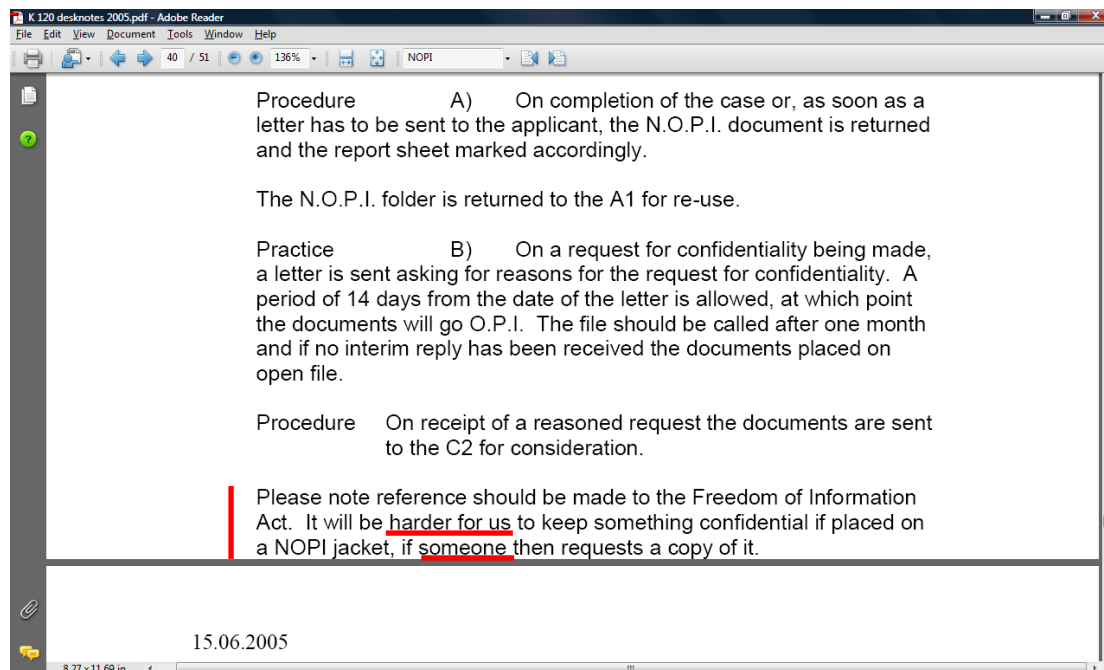


44.

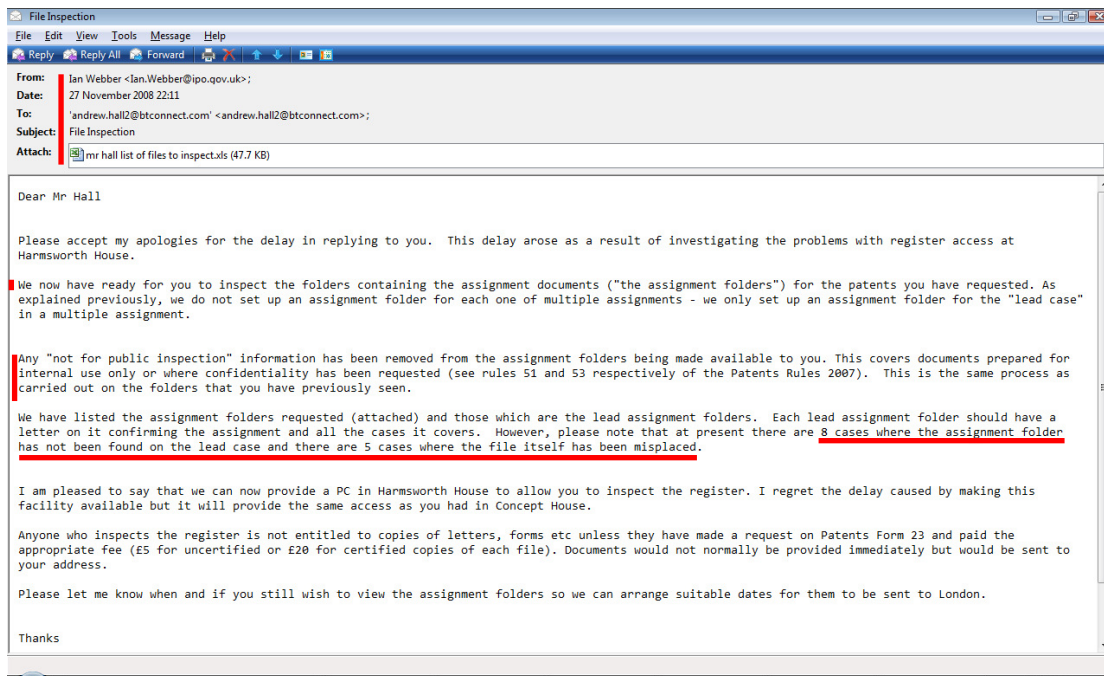


45.

Desk Notes (15-06-05 to 01-08-07):

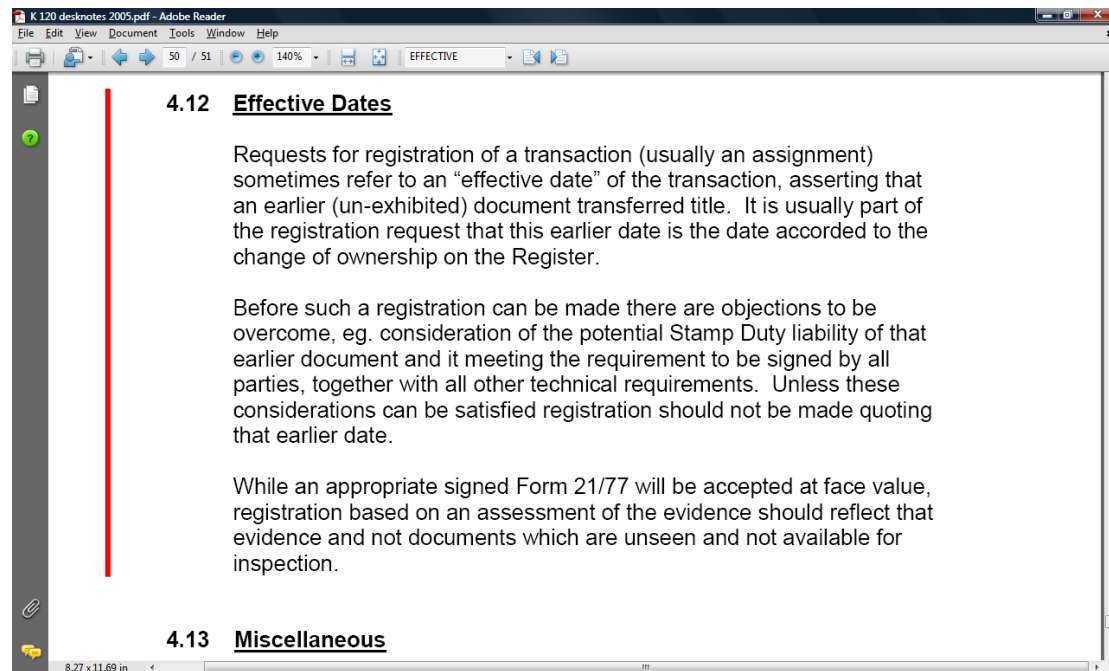


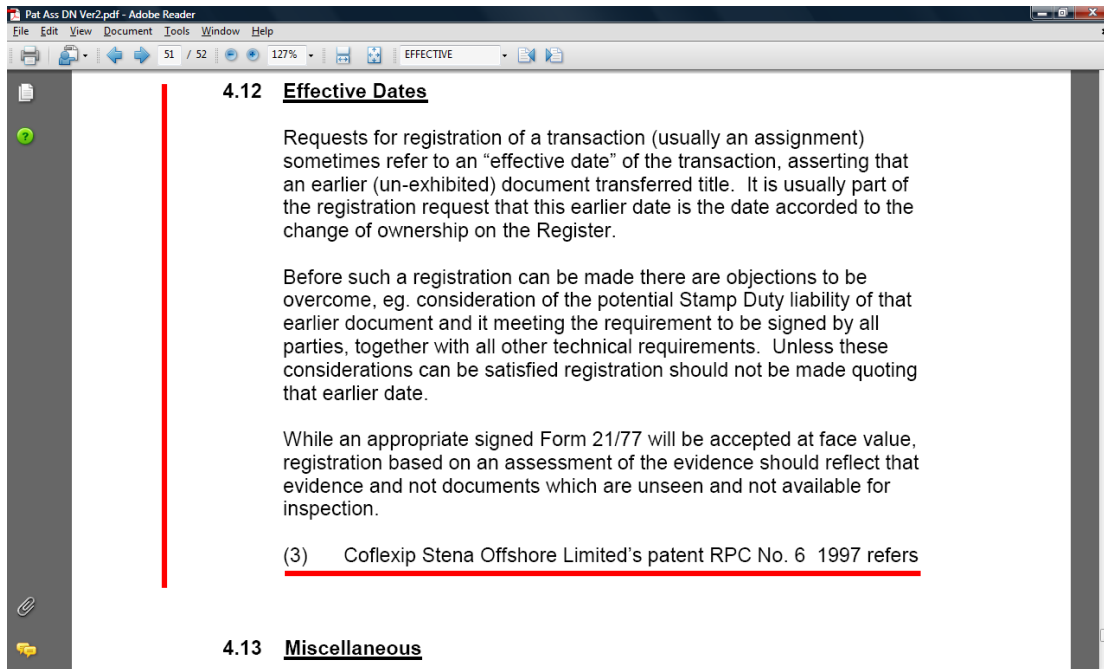
46.



47.

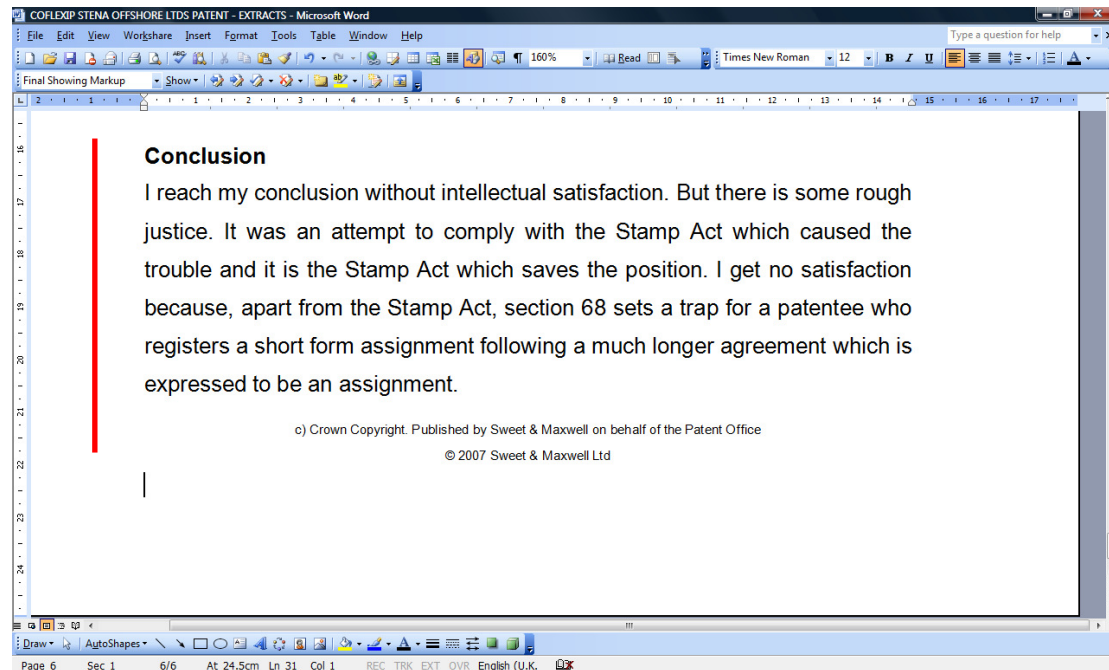
48.



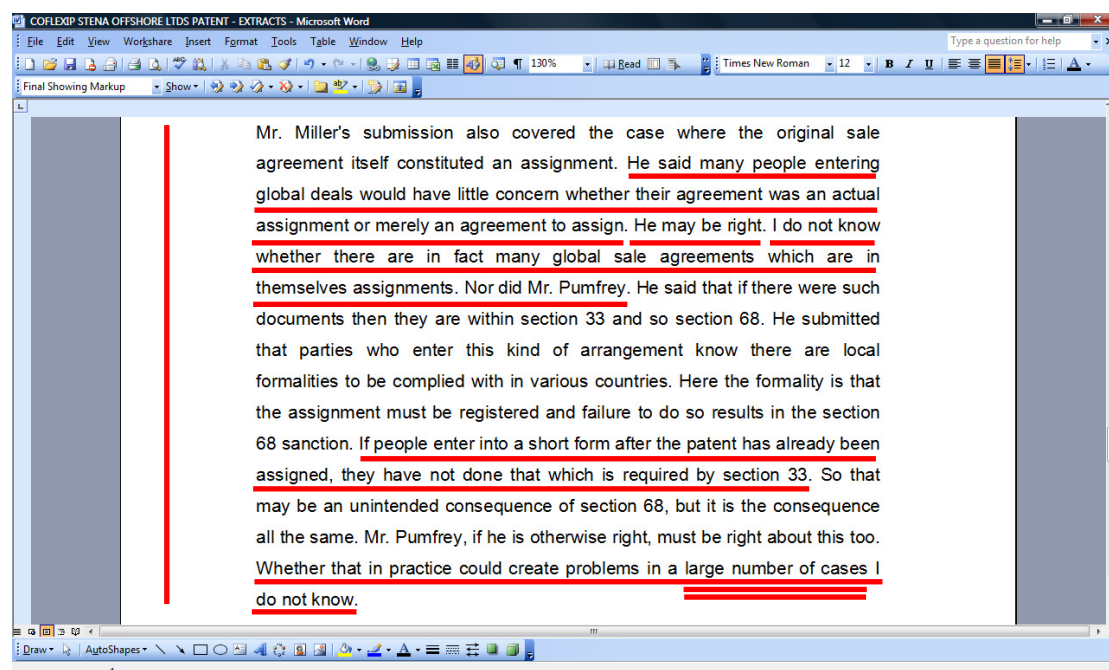


49.

Explanations of the consequences of hiding agreements and registering short-forms:

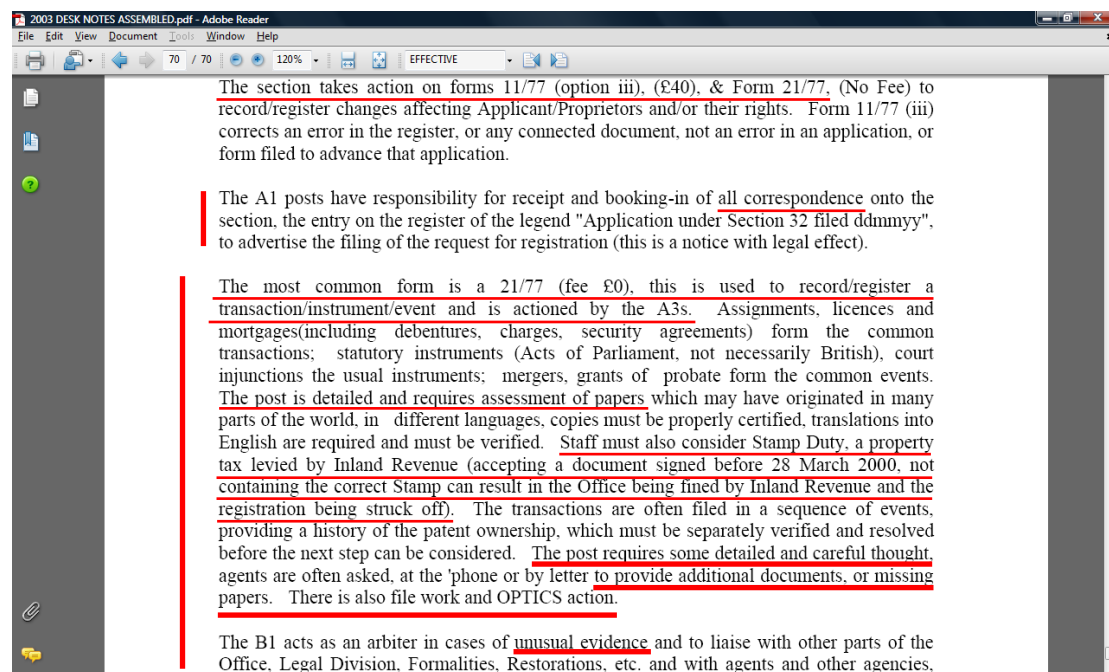


50.

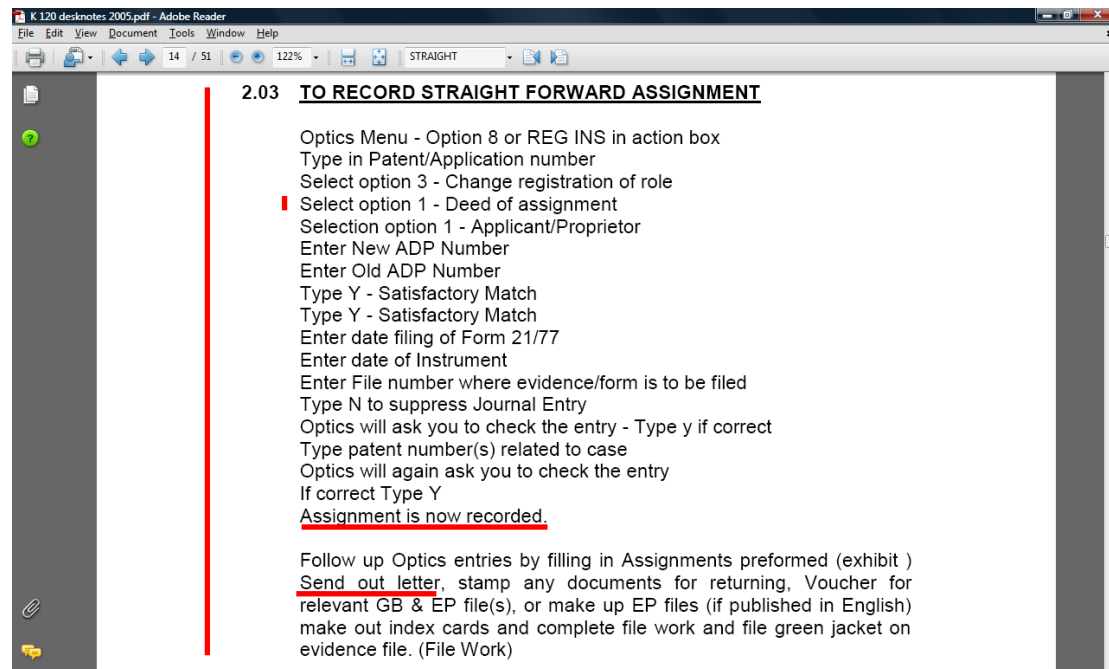


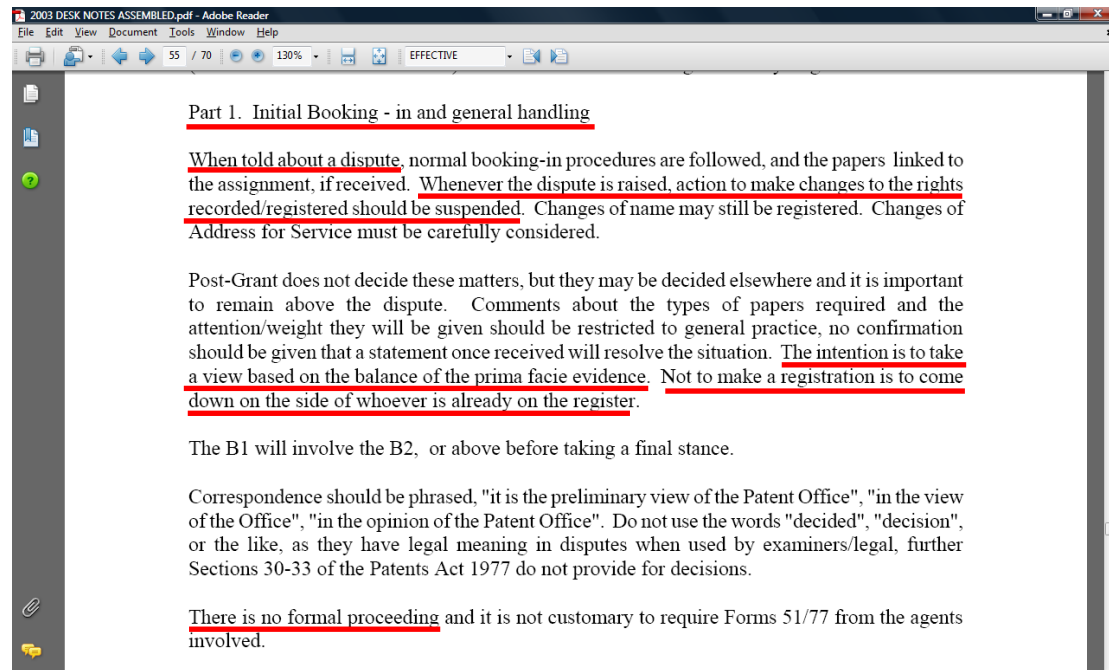
51.

52.

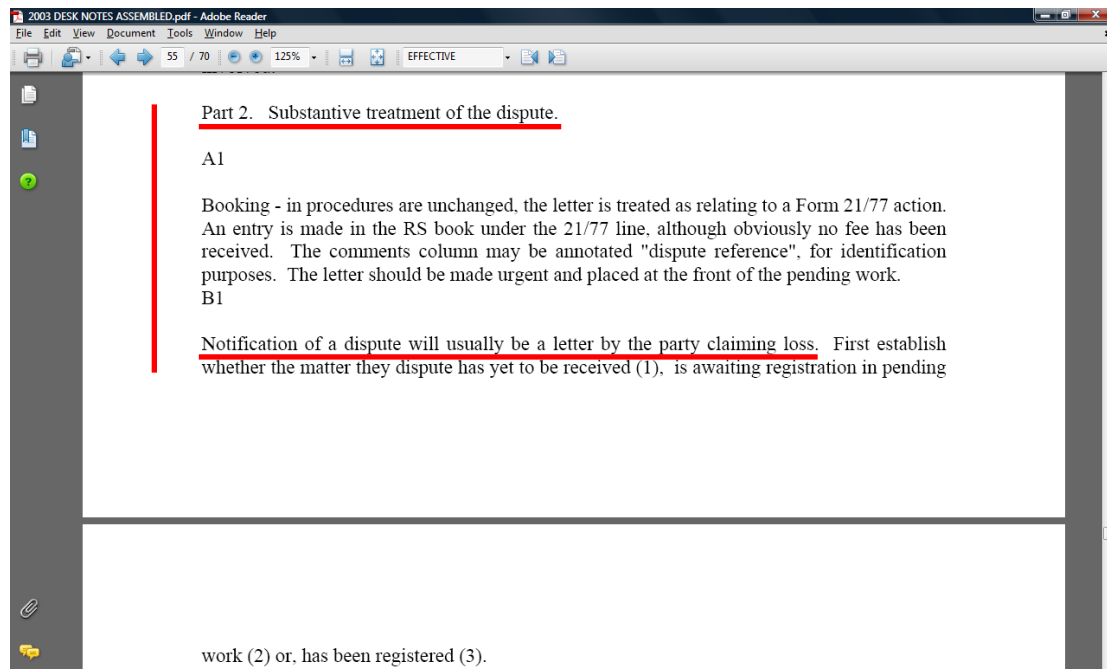


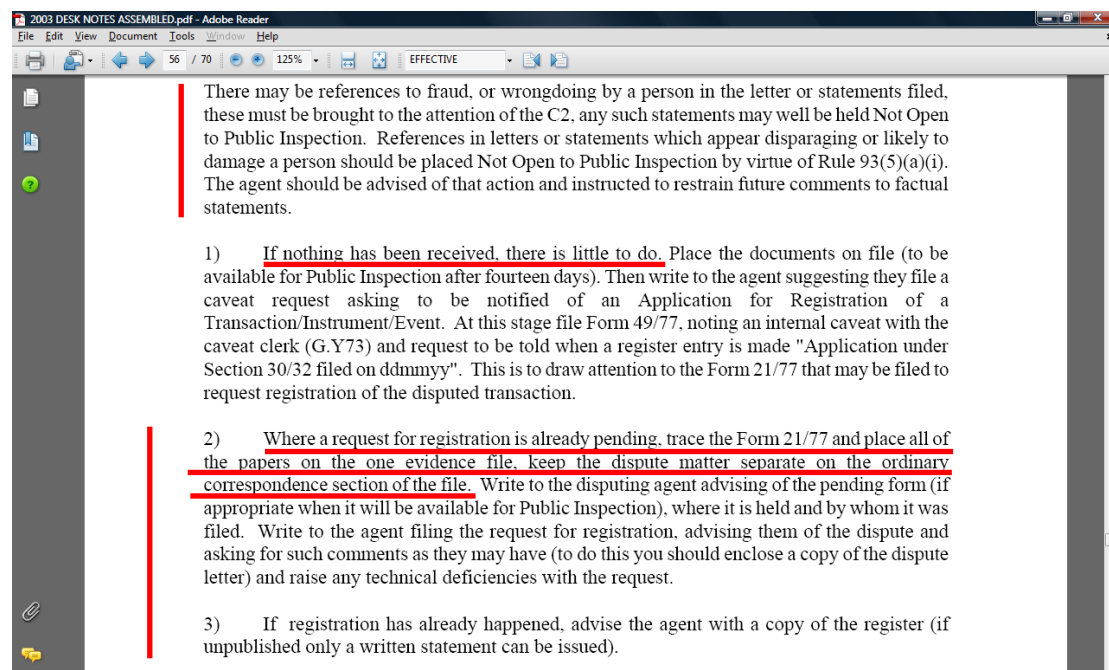
53.



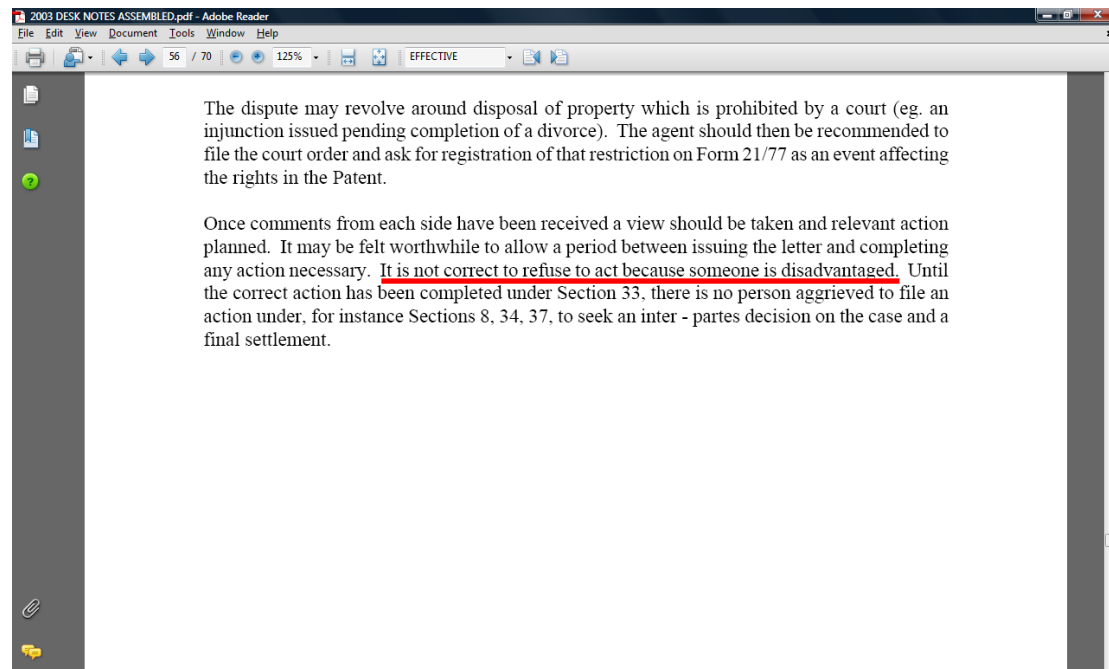


54.





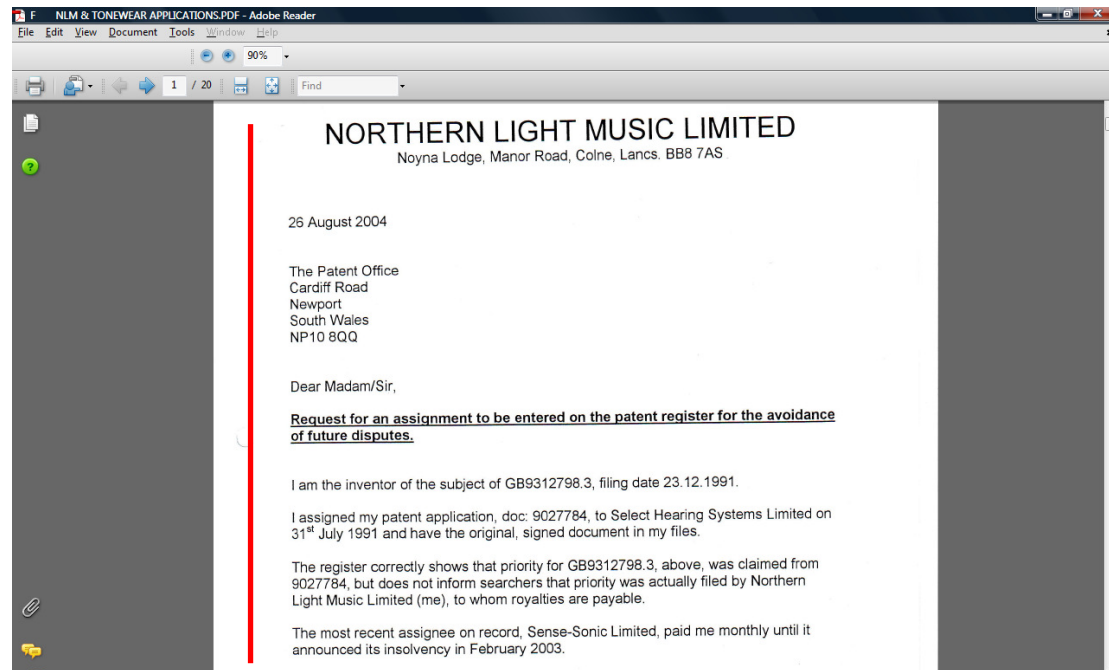
56.



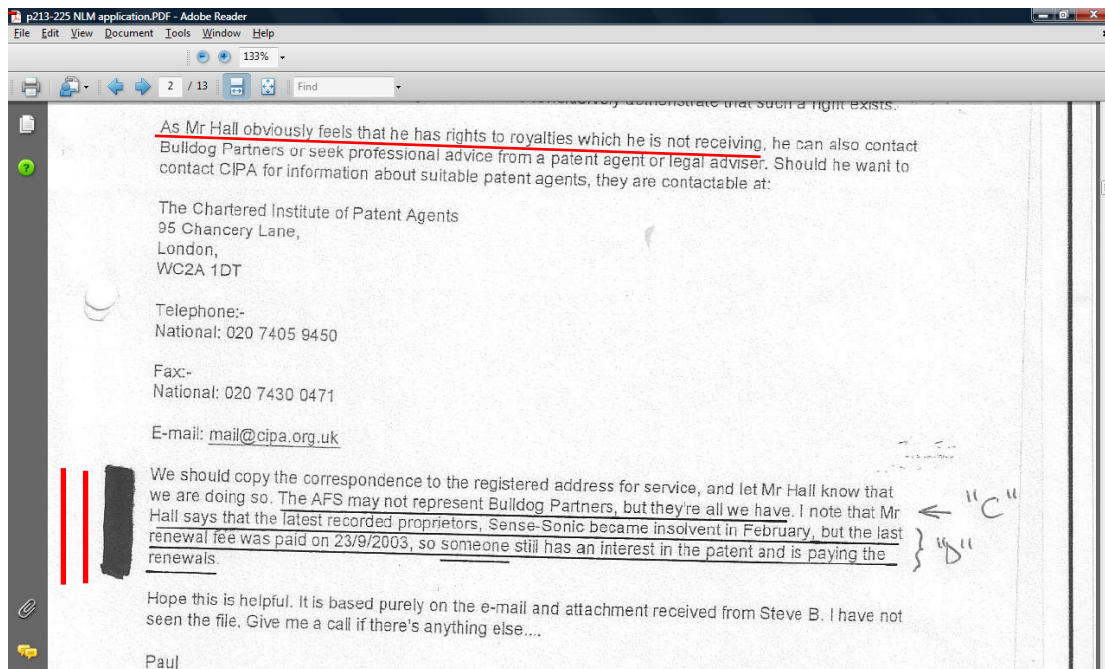
57.

Notice of dispute, and Claimant's request for registration of 1991 Assignments:

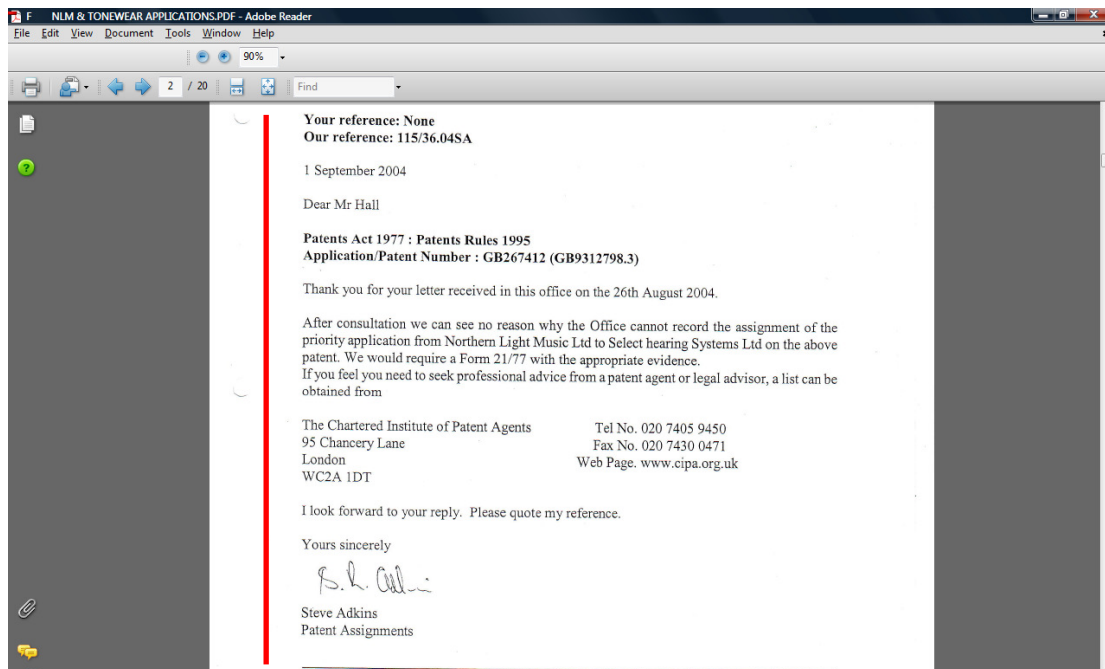
58.

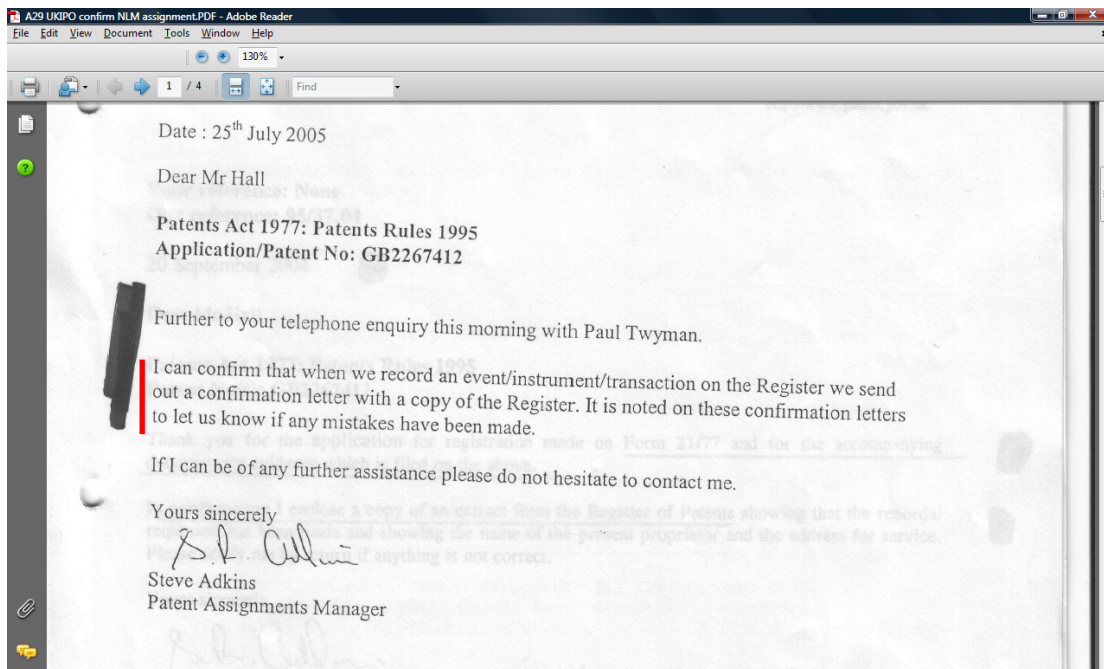


59.



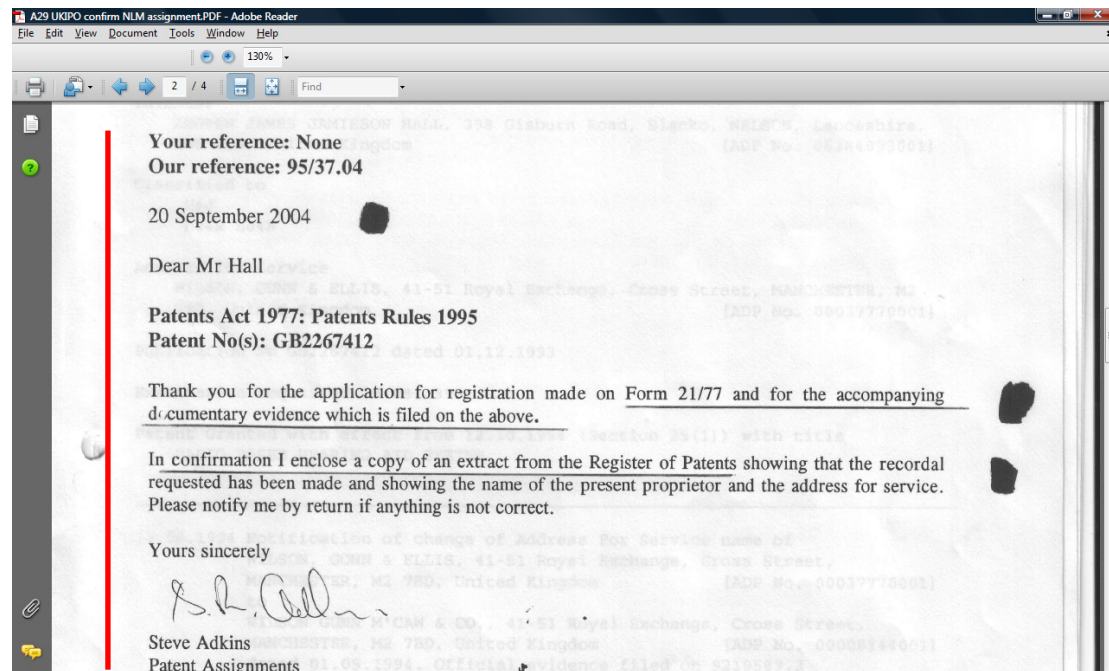
60.

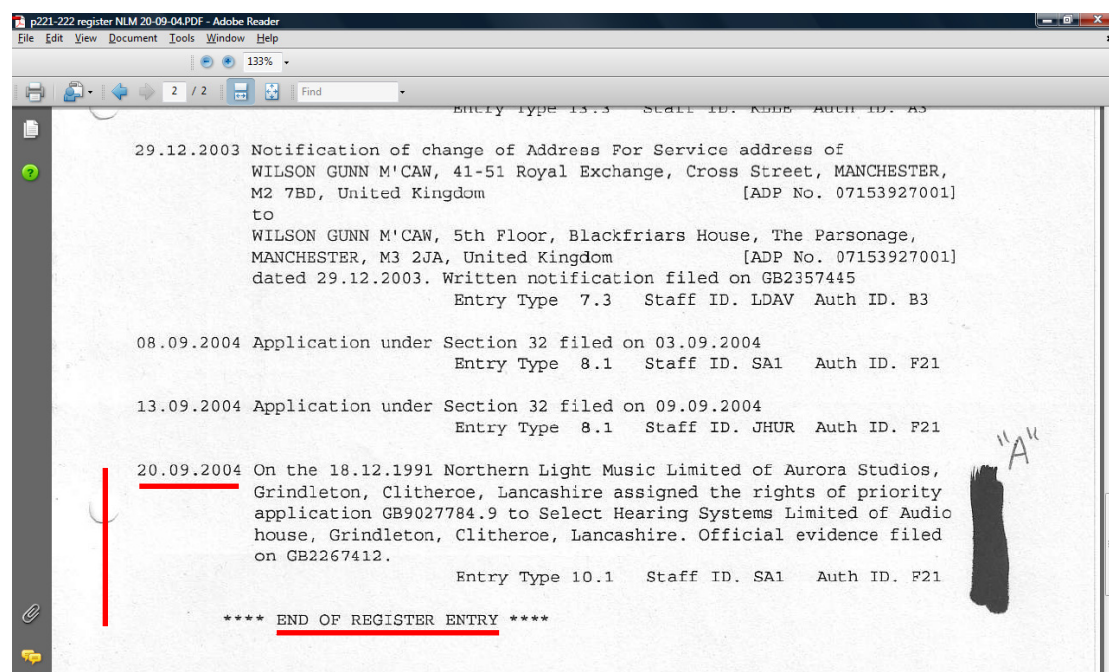




61.

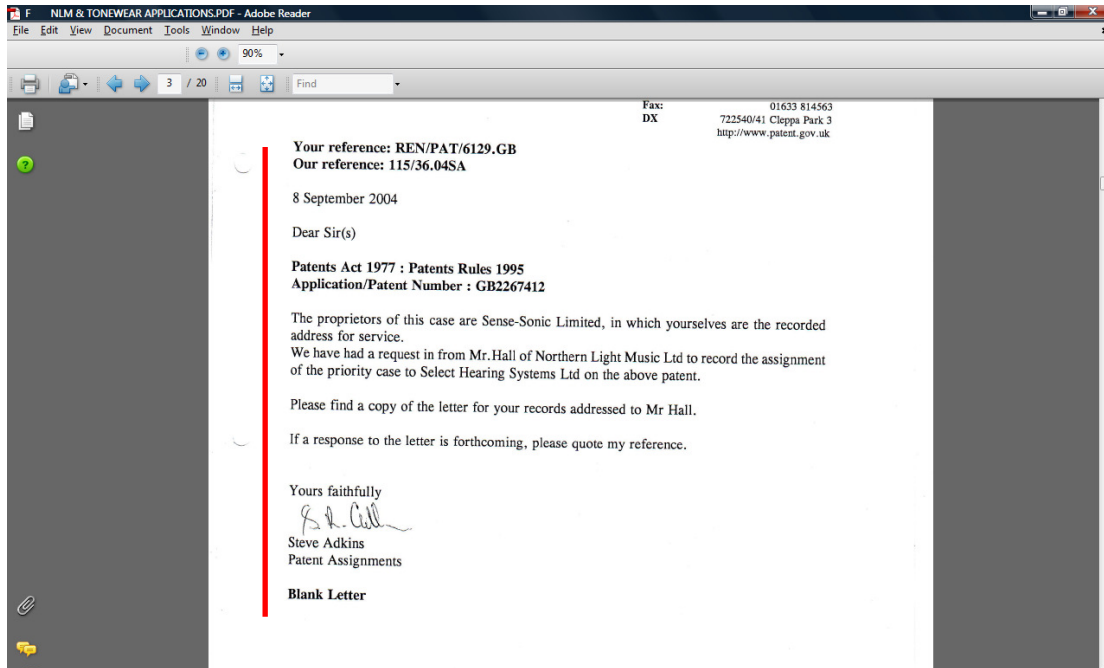
62.



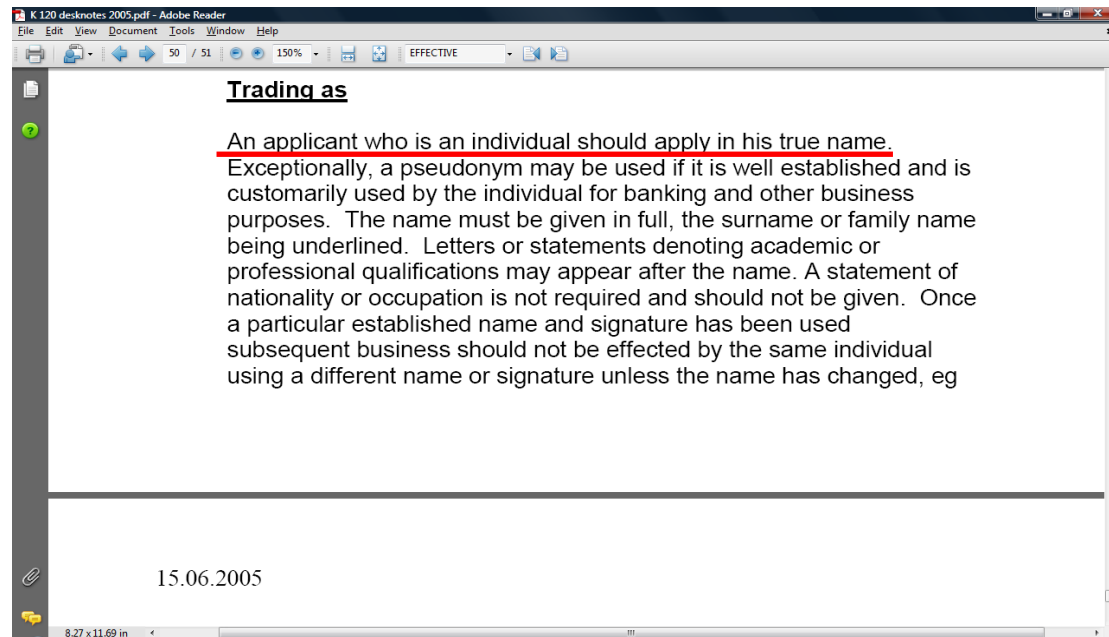


63.

WGM's action upon receipt of notice of application to register 1991 Assignments:

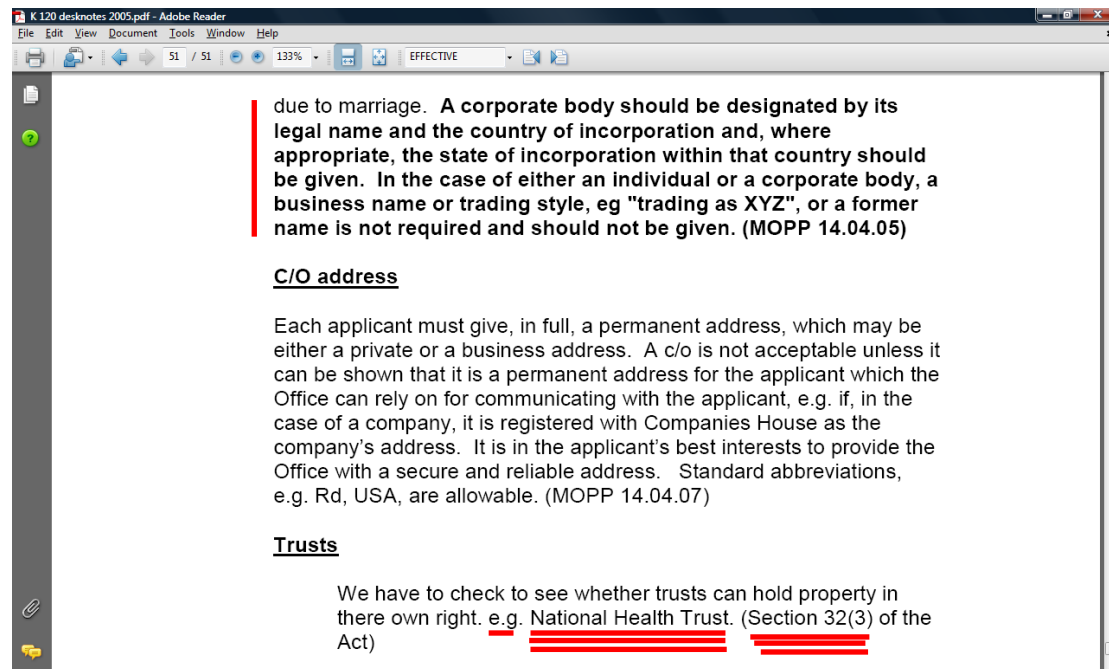


Explanation that a valid applicant name – designated legal name - must be used:



65.

66.



Extracts show that WGM knew they were applying to register a false applicant name:

010 AH10 - 21-77 09-09-04.PDF - Adobe Reader

File Edit View Document Tools Window Help

1 / 2 110% Find

3
AH10A

Patents Form 21/77

Patents Act 1977
(Rule 41)

THE PATENT OFFICE
19 SEP 2004
NEWPORT

The Patent Office
Cardiff Road
Newport
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/

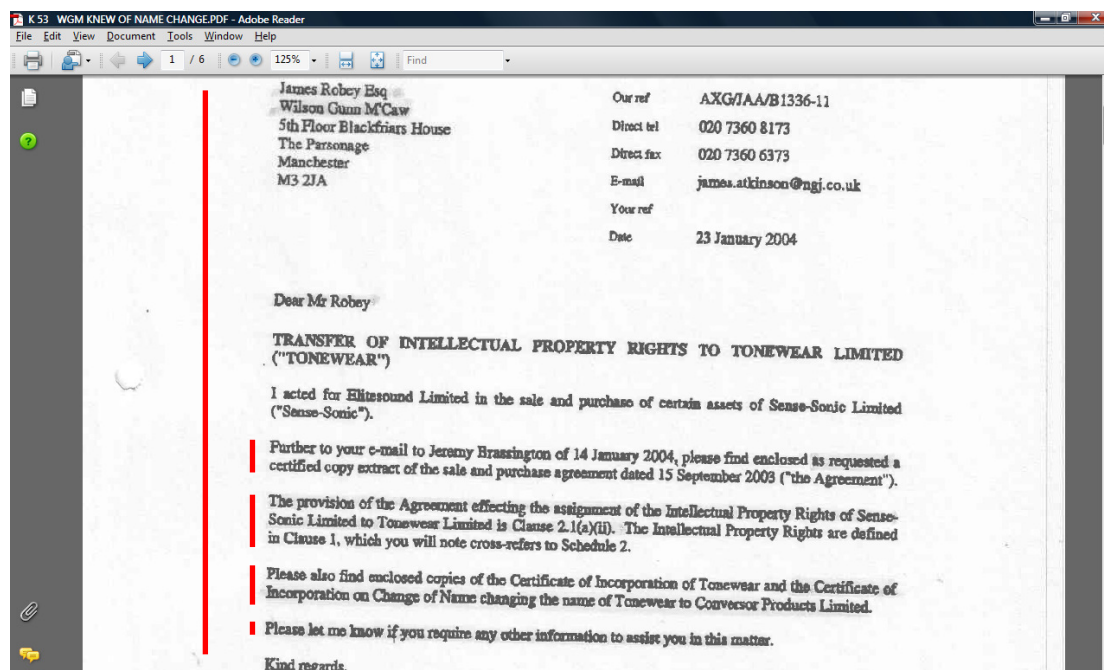
2. Patent application or patent number(s)
(see notes (c) & (f)) GB 2267412

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)

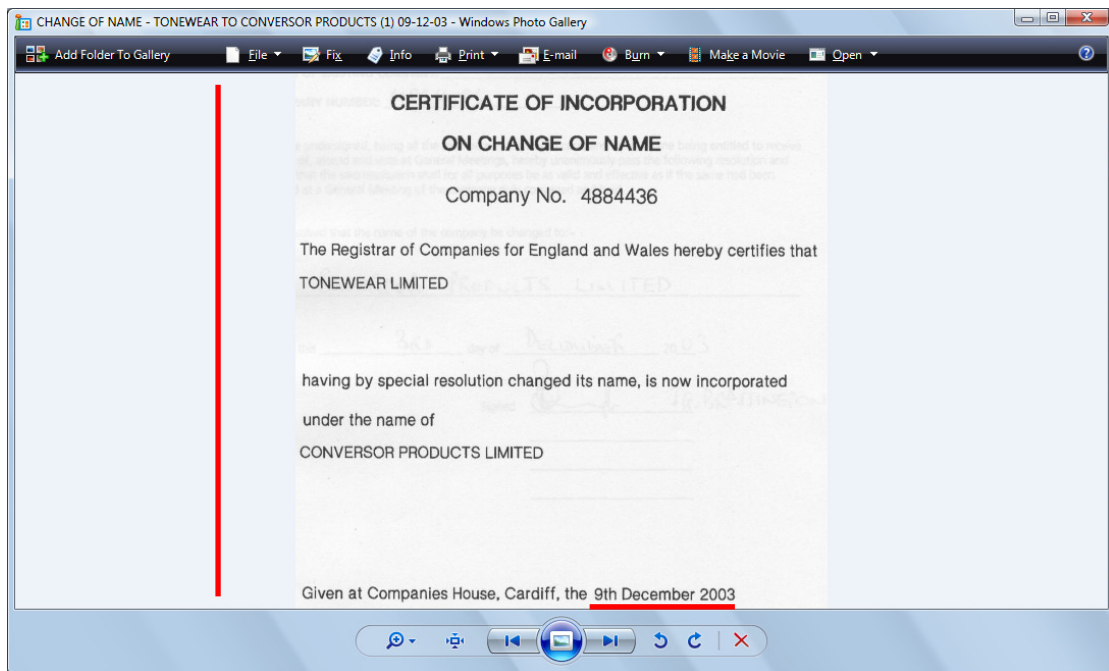
4. Full name and address of the or of each person
making this application (leave blank if this is the
same as given in part 3 above) TONEWEAR LIMITED
37 WARREN STREET
LONDON
W1T 6AD

67.

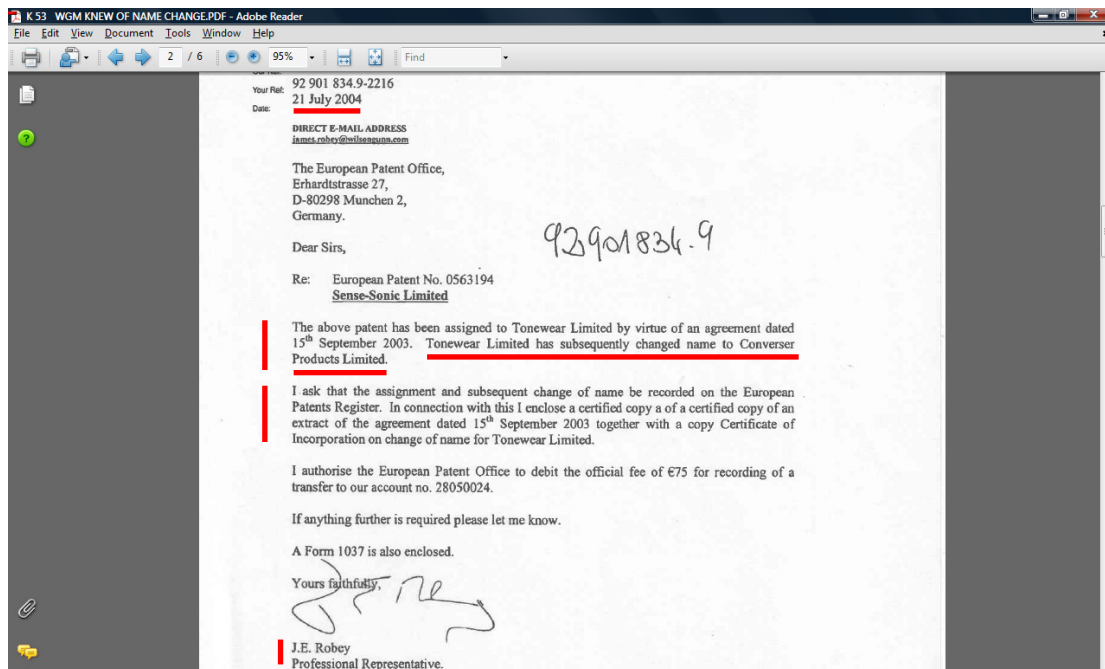


68.

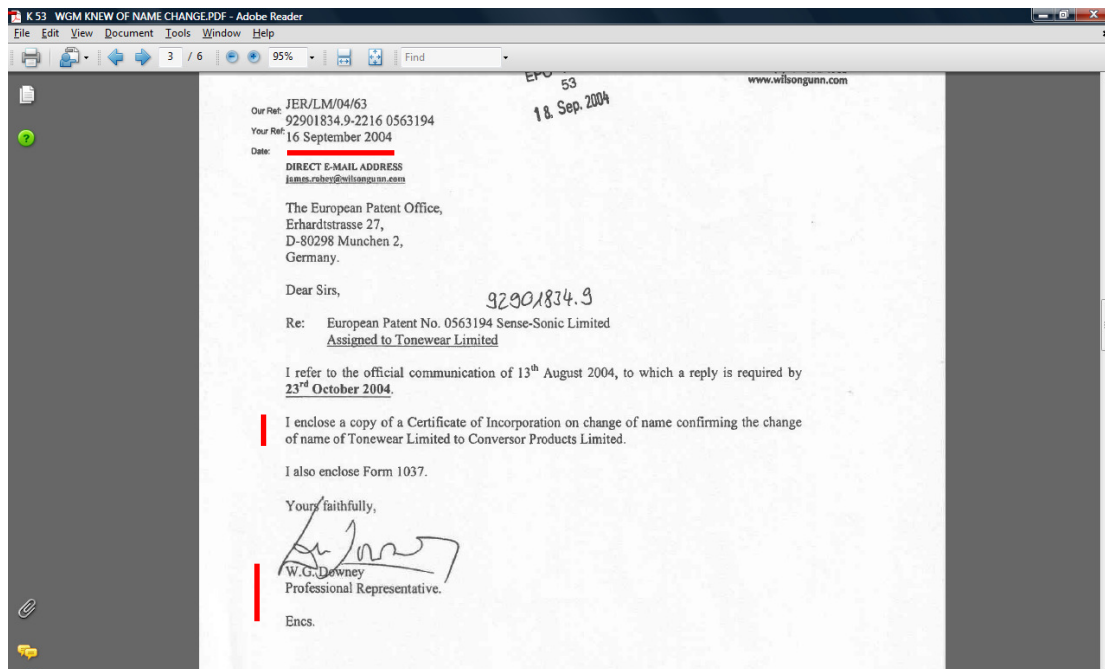
69.



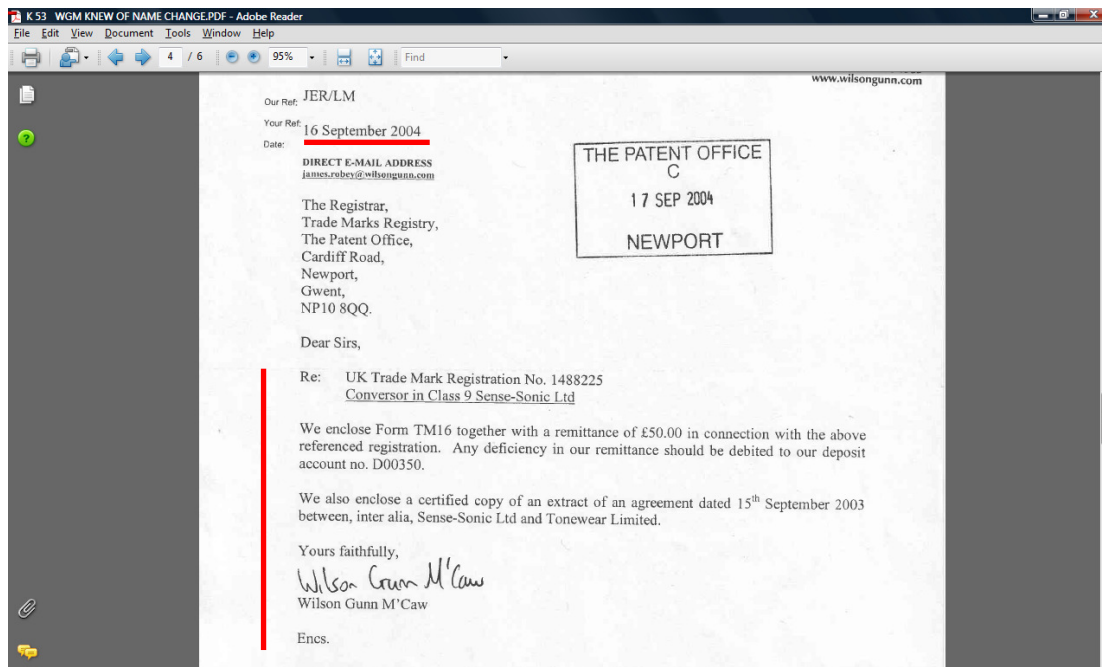
70.



71.



72.



73.

K 53 WGM KNEW OF NAME CHANGE.PDF - Adobe Reader

File Edit View Document Tools Window Help

5 / 6 90% Find

Official fee due

Office
THE PATENT OFFICE
C
NEWPORT

21 SEP 2004

EP 0 697 019 000350

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

Tonewear Limited
37 Warren Street
London
W1T 6AD

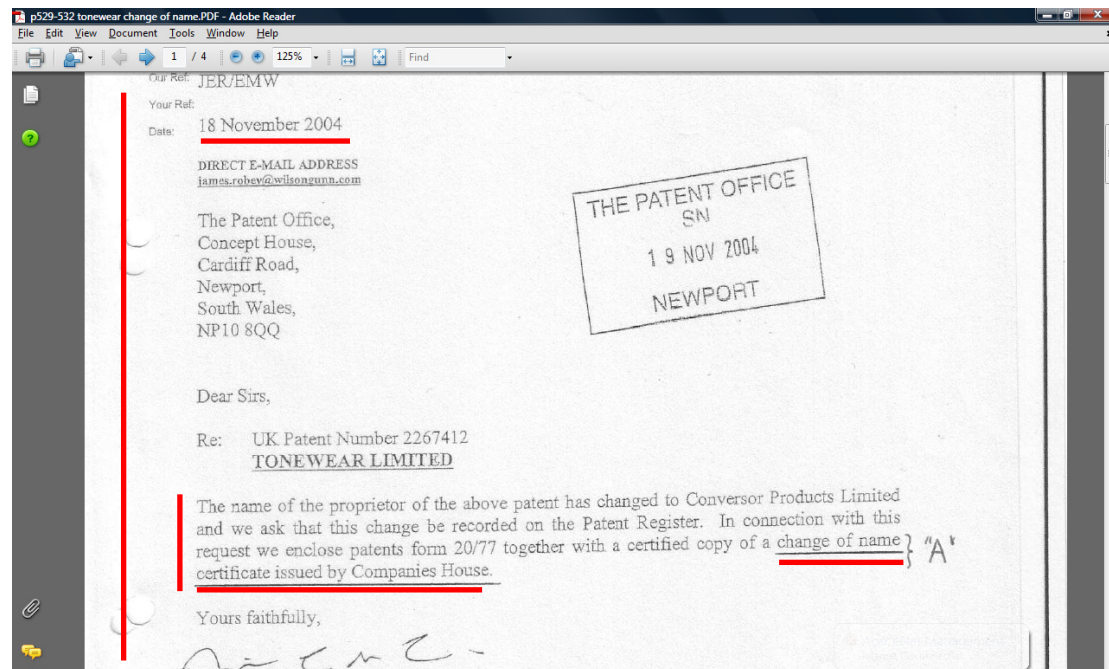
Trade Marks ADP number
(if you know it)

0855664001

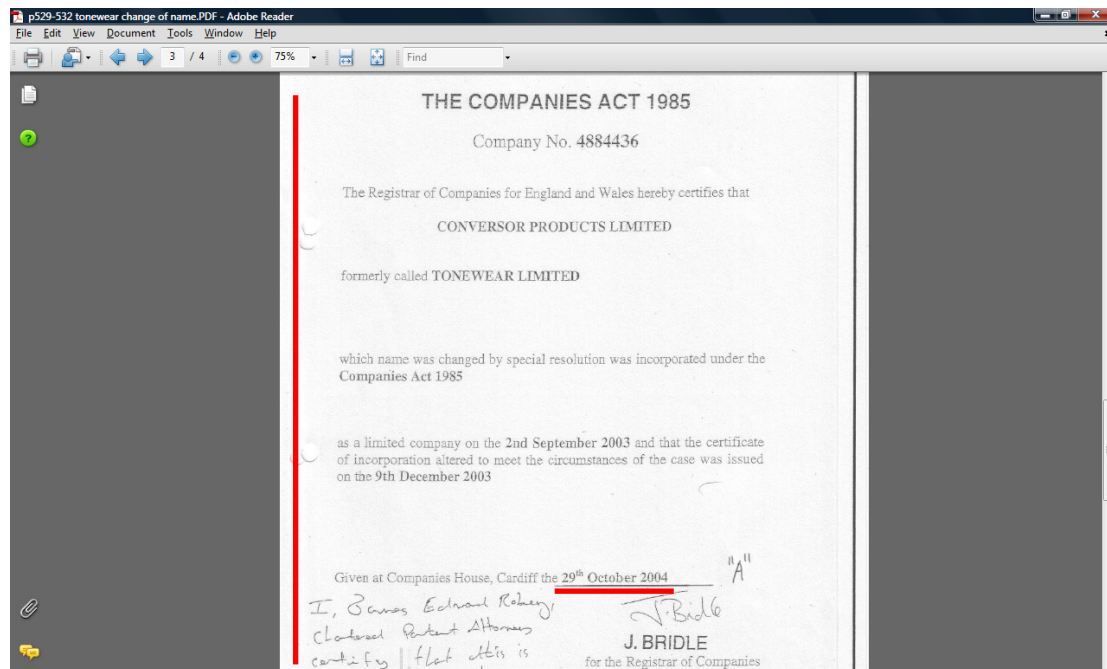
4. If the new proprietor is a corporate body give country and if applicable State of Incorporation

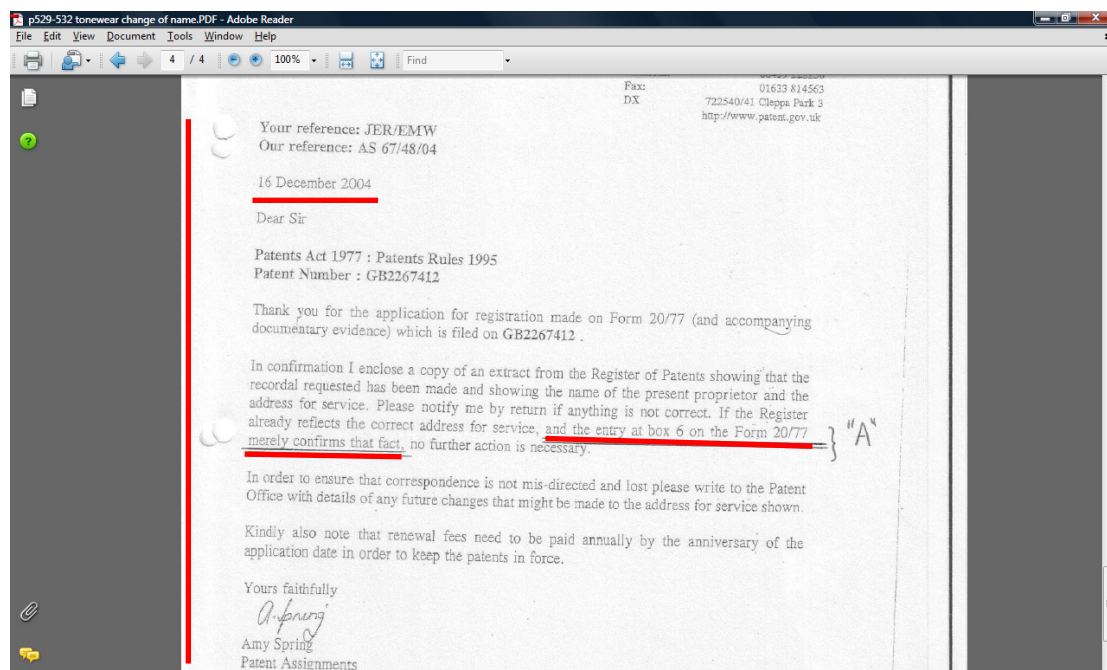
England & Wales

74.



75.

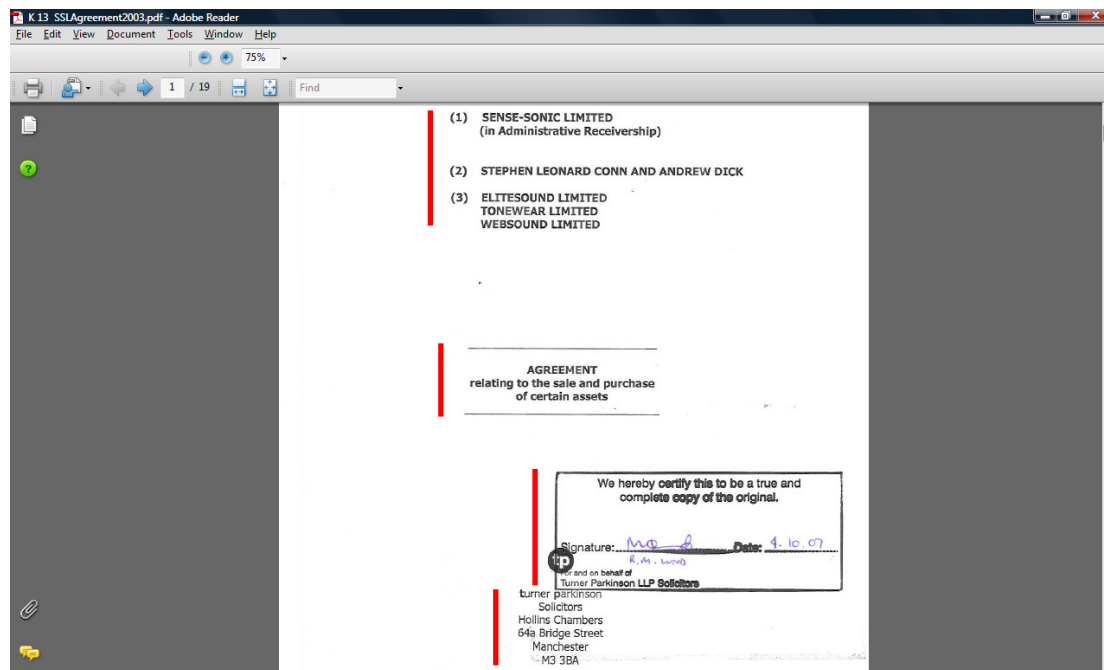


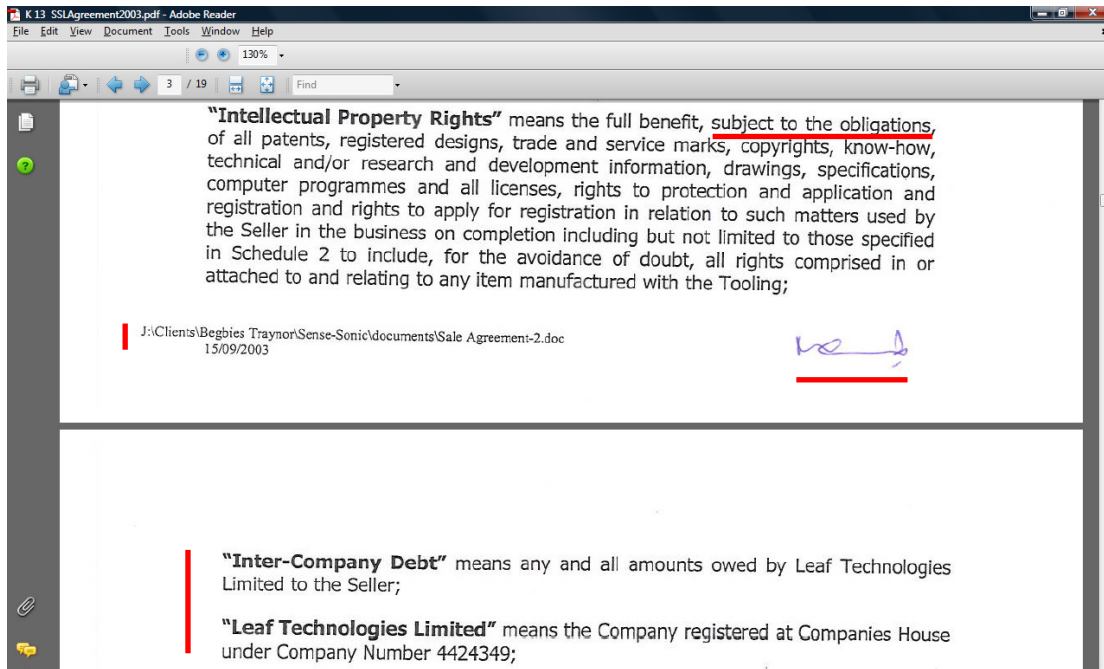


76.

Extracts from the certified unexecuted counterpart of the 15-09-04 Sale Agreement:

77.





78.

79.

K 13 SSLAgreement2003.pdf - Adobe Reader

File Edit View Document Tools Window Help

110%

5 / 19 Find

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.

K 13 SSLAgreement2003.pdf - Adobe Reader

File Edit View Document Tools Window Help

6 / 19 140% Find

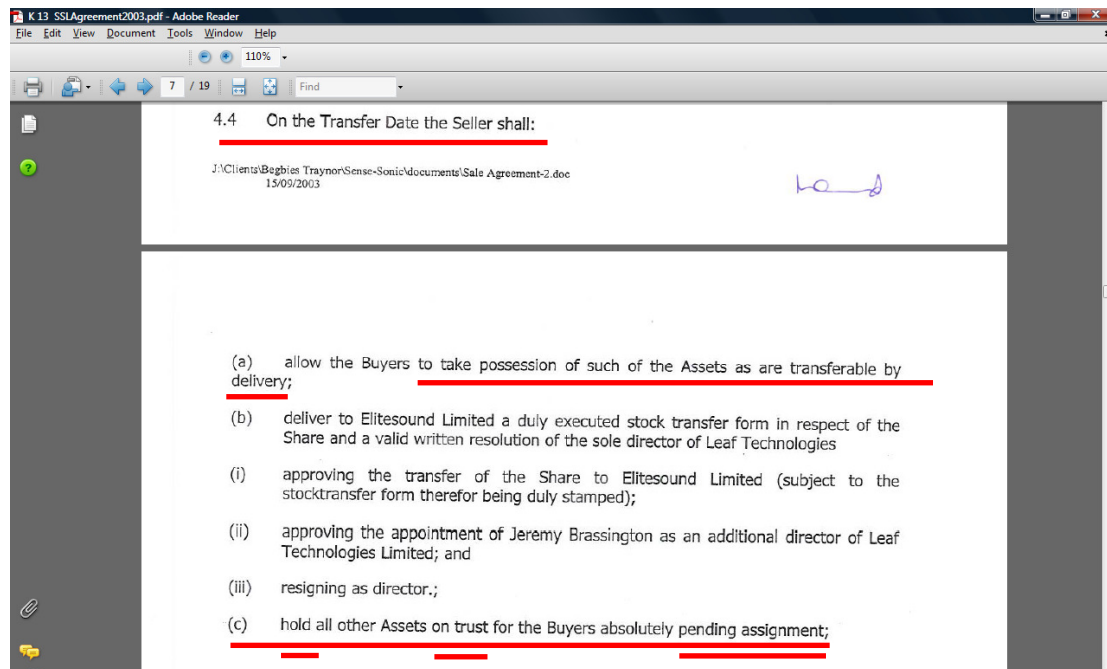
3. CONSIDERATION

The consideration for the sale and purchase referred to in Sub-Clause 2.1 shall be as follows:

Asset	Consideration (£)
The Tooling	£ 25,000.00
The Intellectual Property Rights	£ 30,000.00
The Goodwill	£ 10,000.00
The Share	£ 10,000.00
<u>The Inter-Company Debt</u>	<u>£350,000.00</u>
Total	£425,000.00

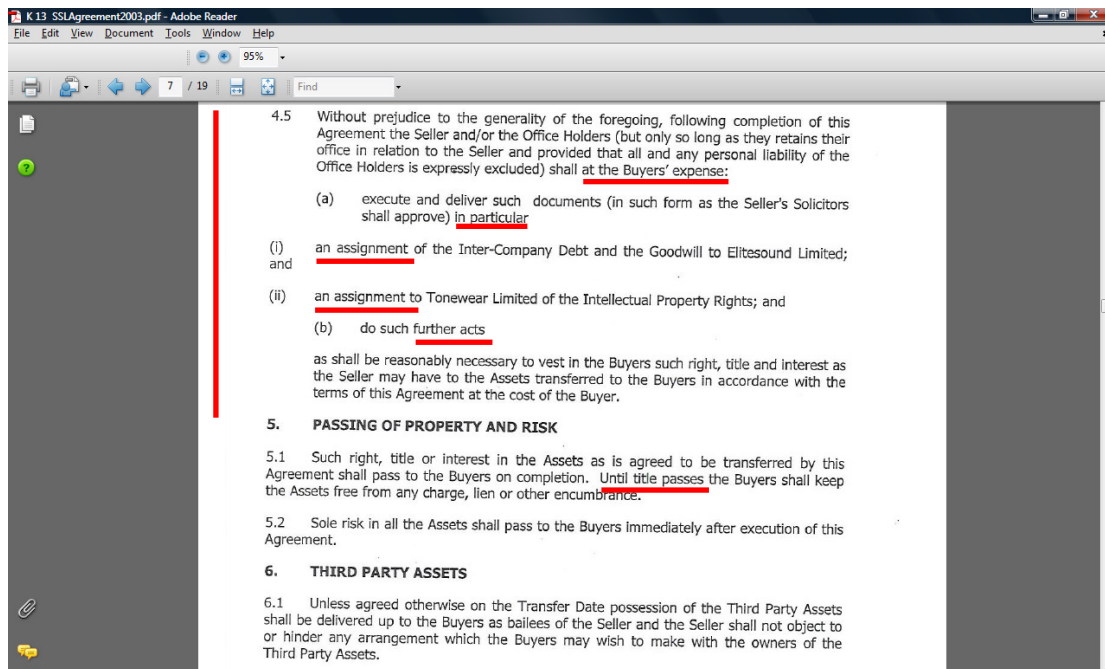
8.28 x 11.69 in

80.

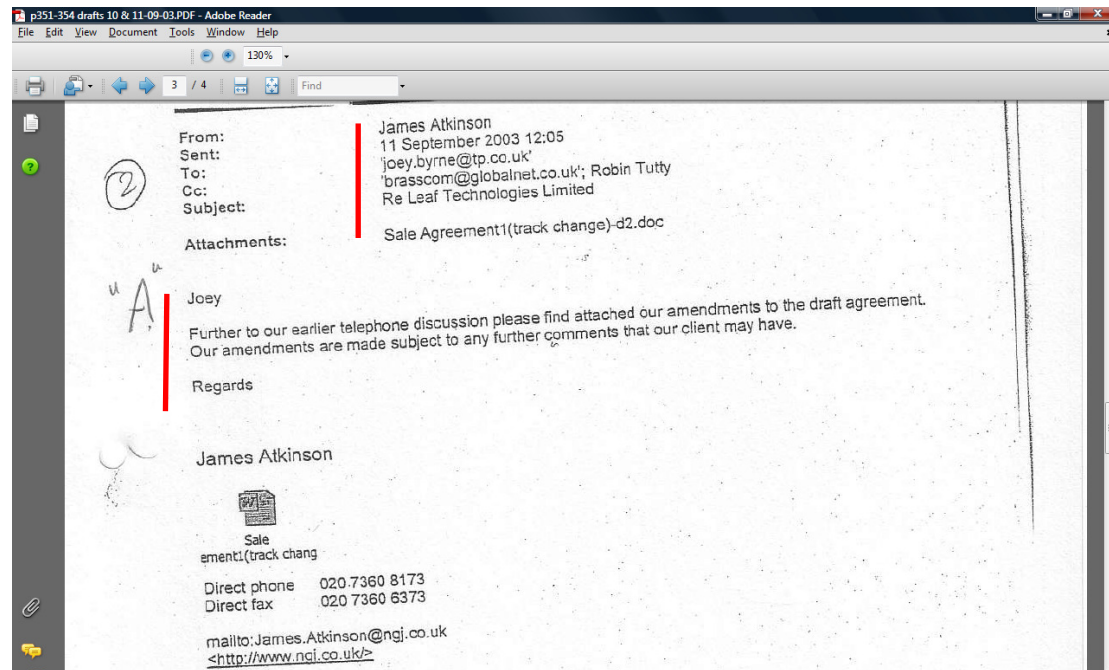


81.

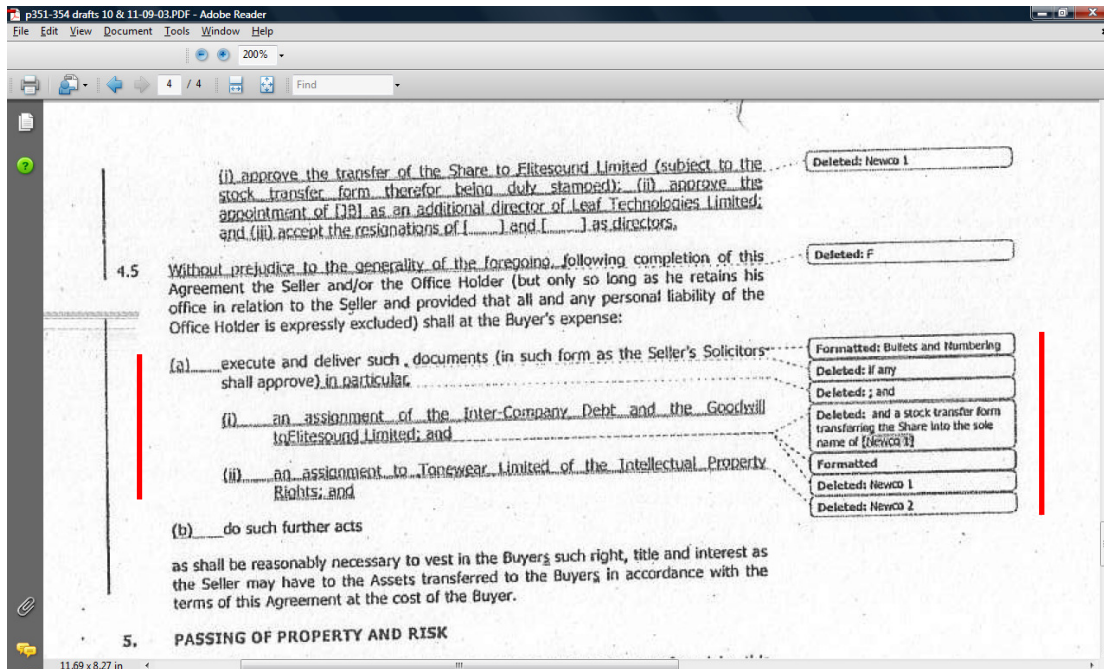
82.



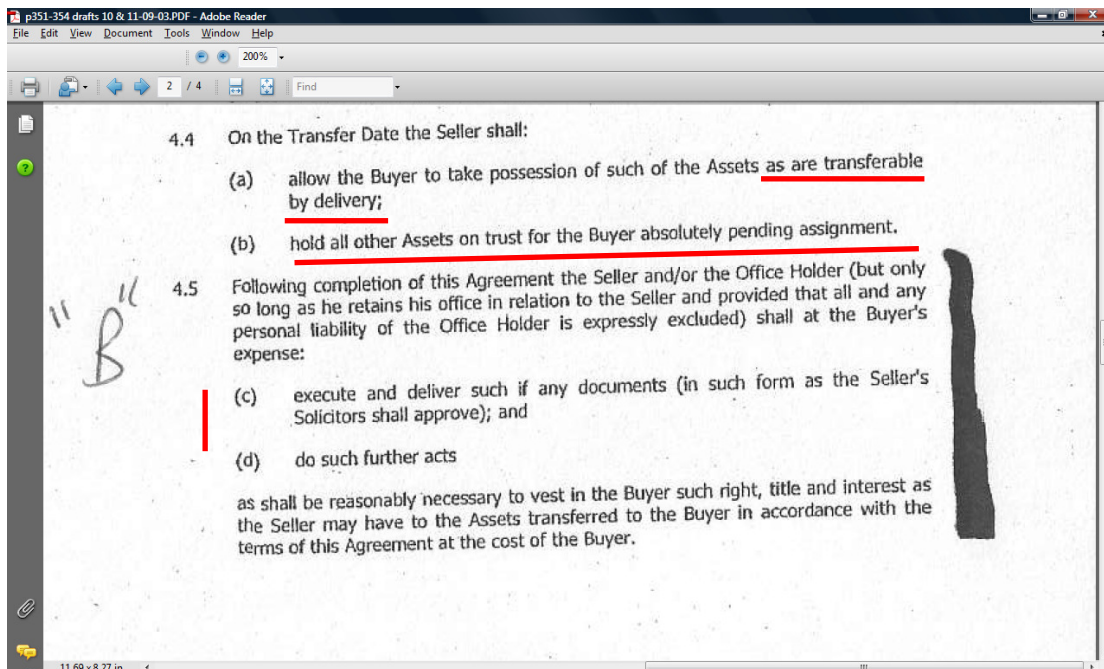
Explanatory documents re; Clauses 4.4, 4.5 (assignment) and 13.2 (Stamp Duty):



83.

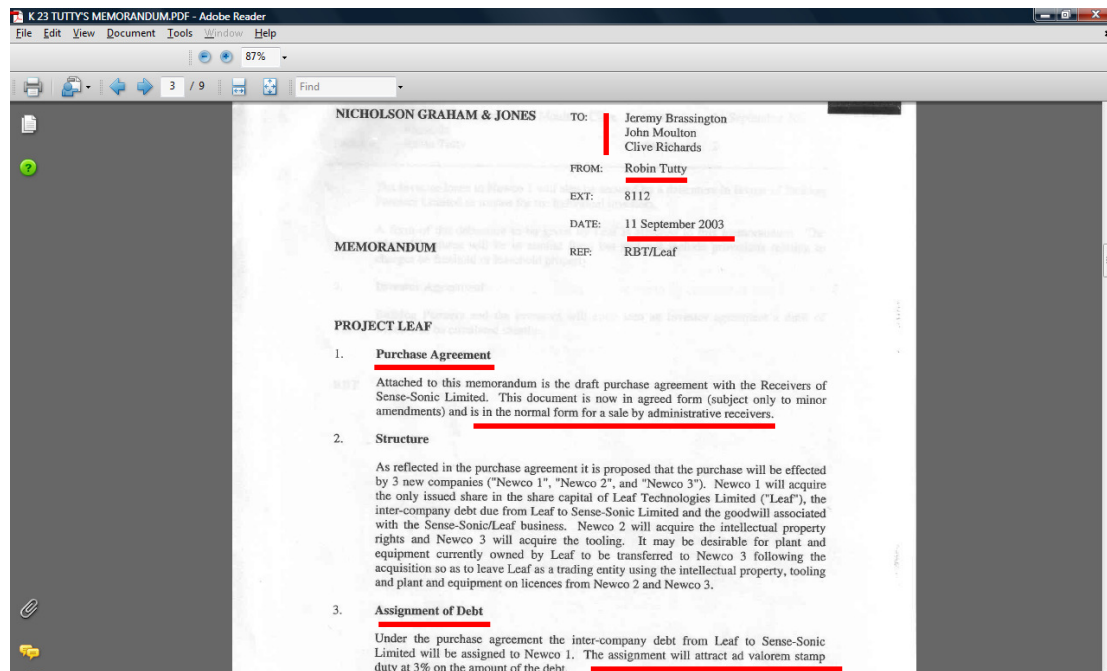


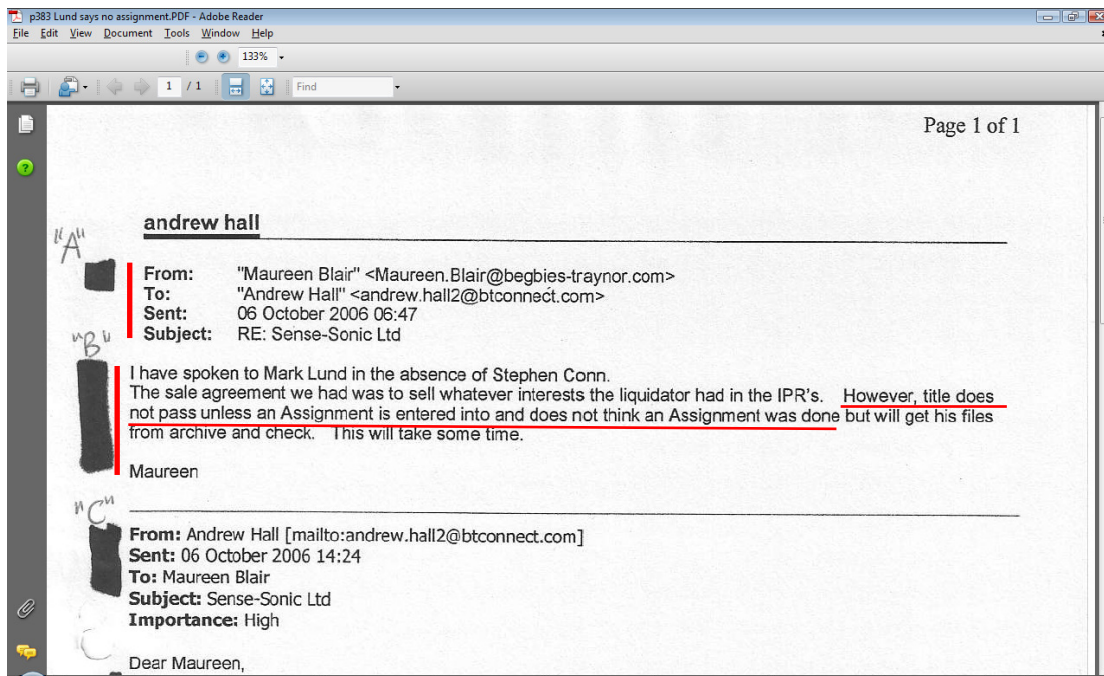
84.



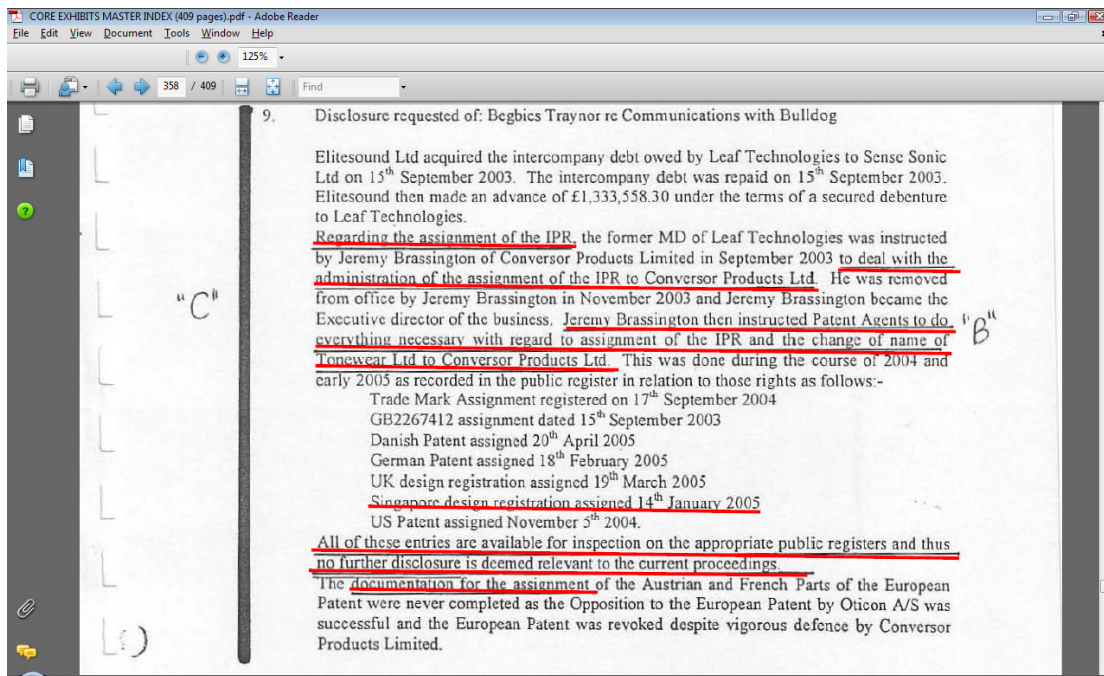
85.

86.

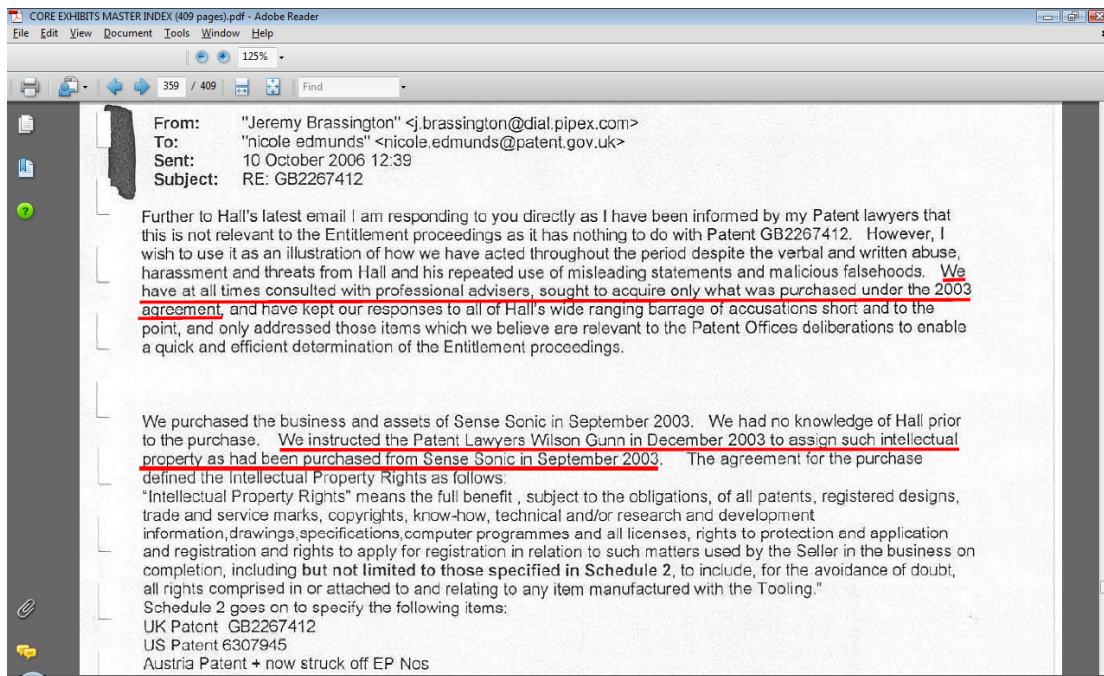




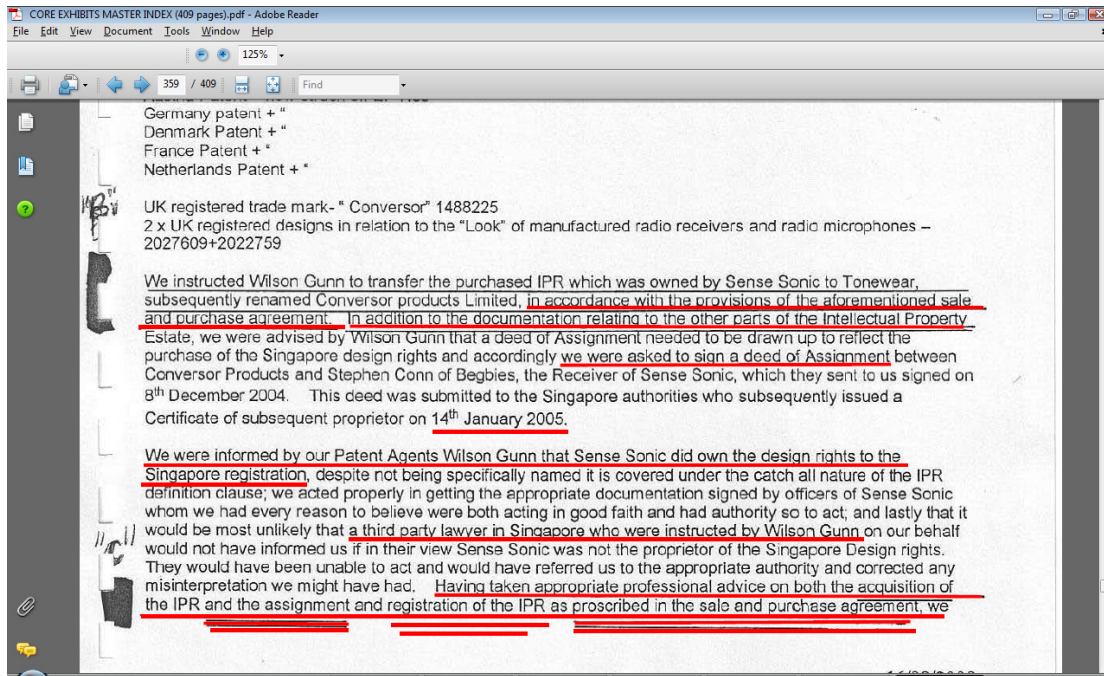
87.



88.

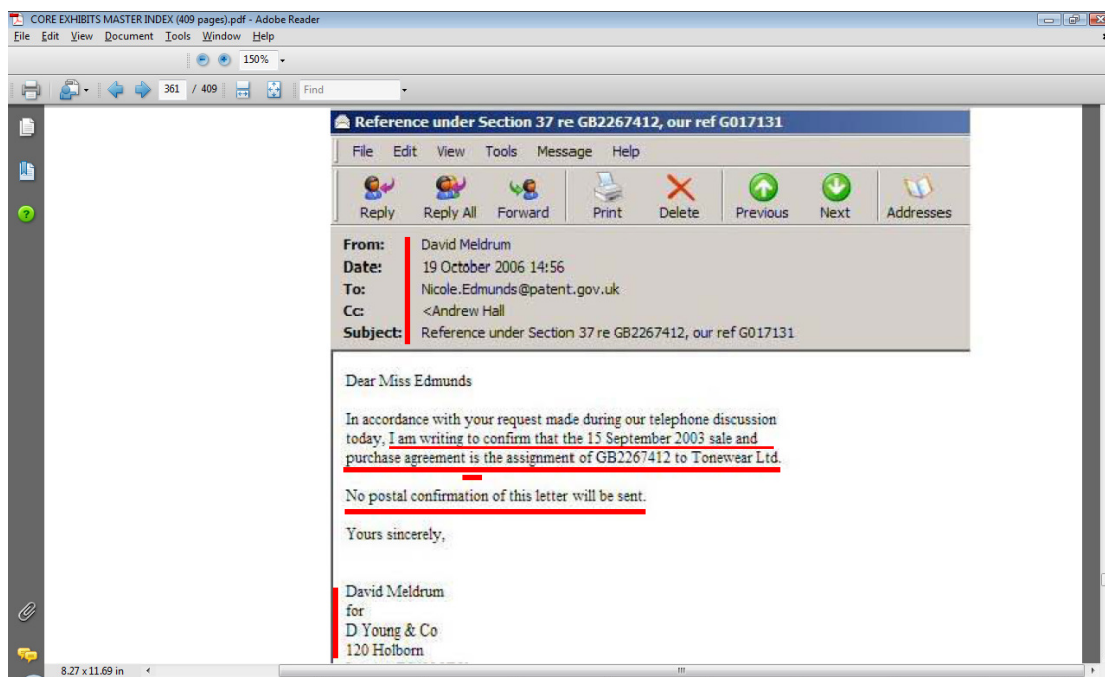


89.

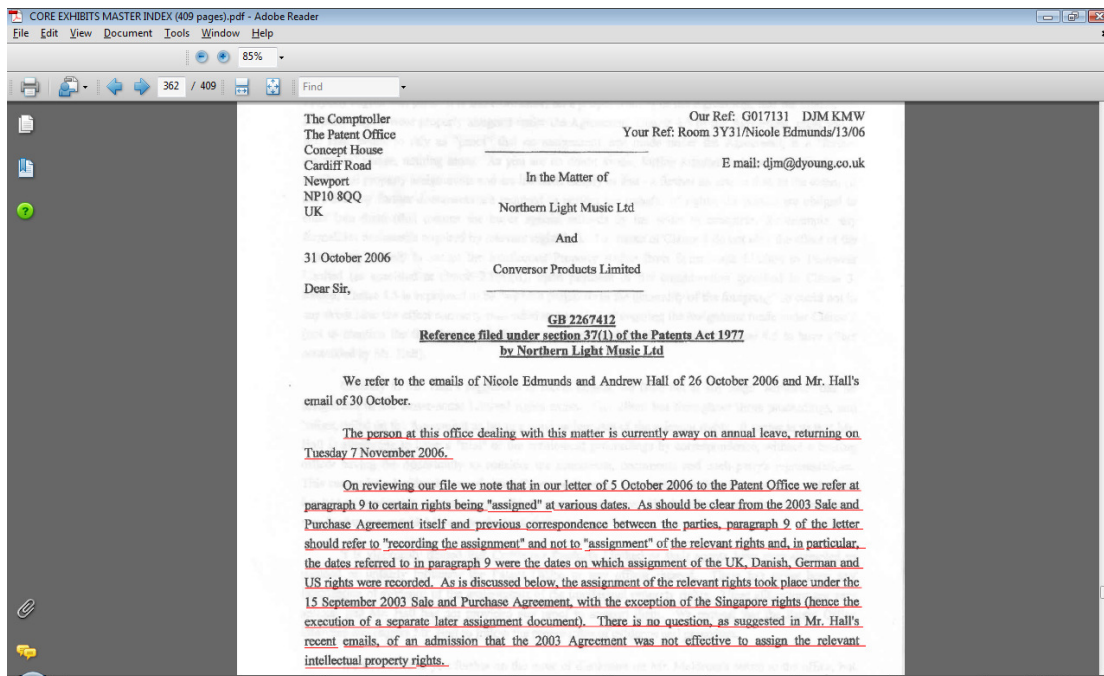


90.

91.

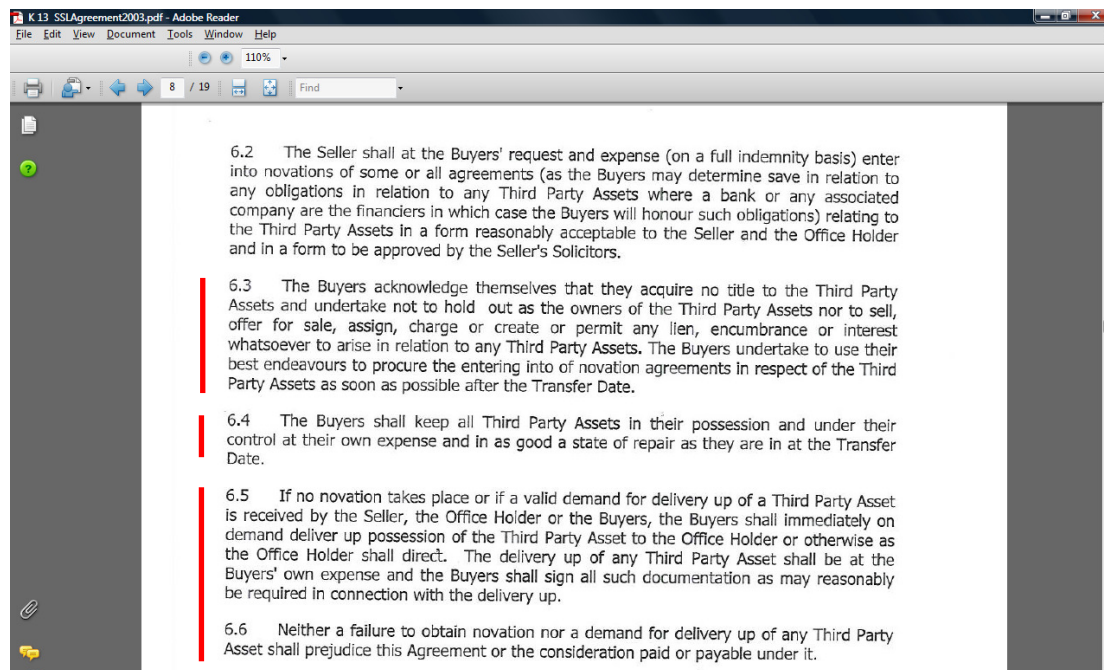


92.

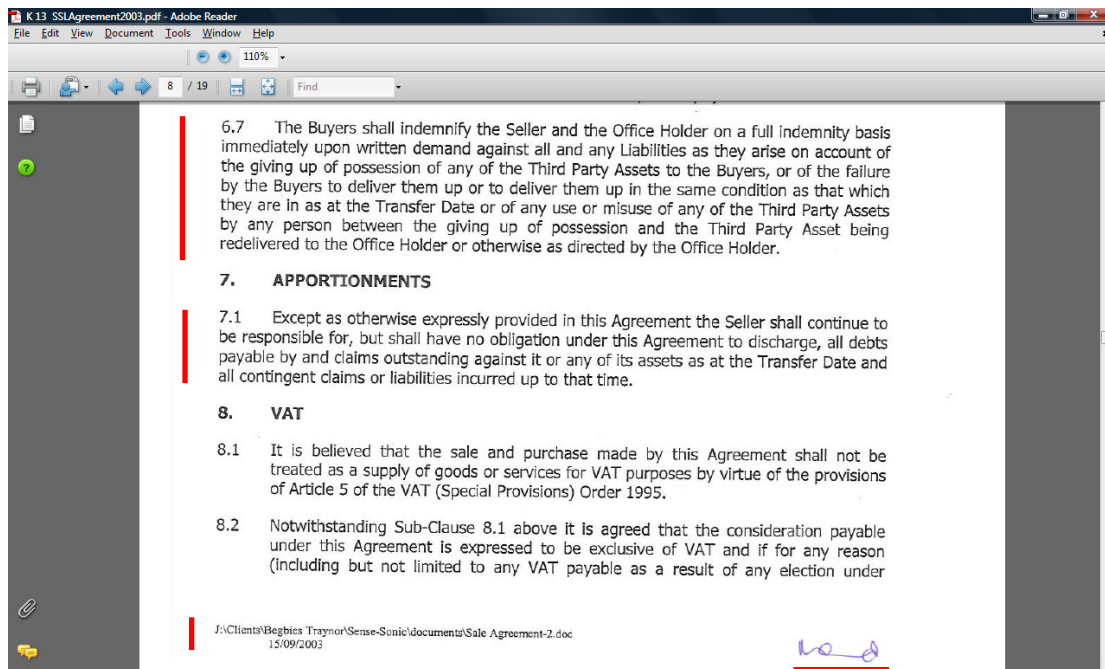


Sale Agreement extracts continued:

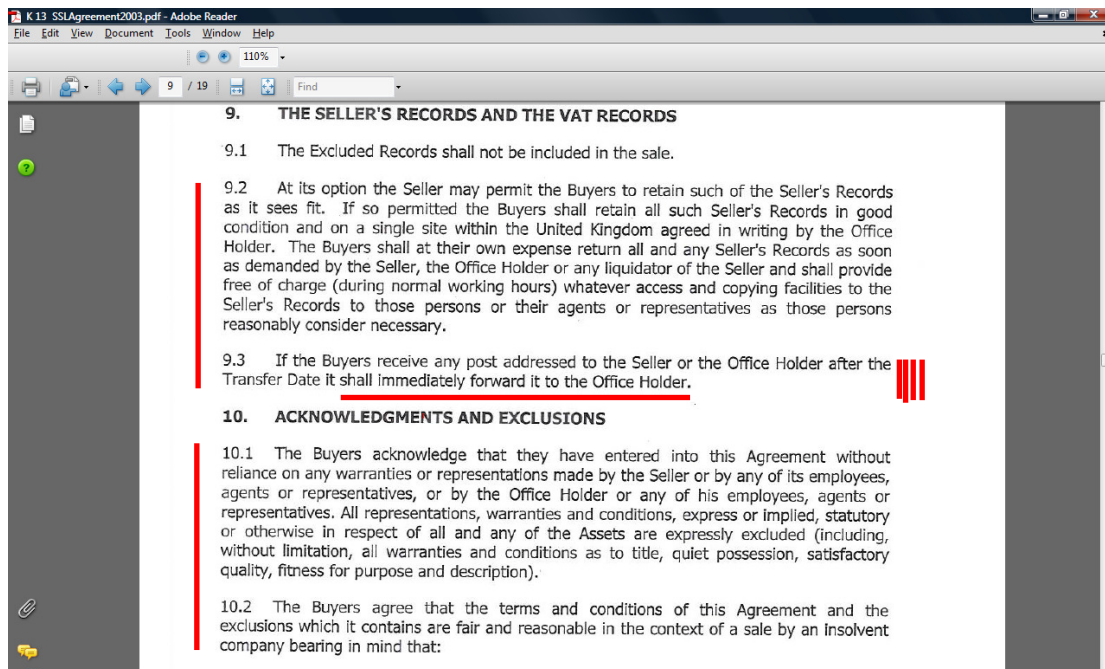
93.

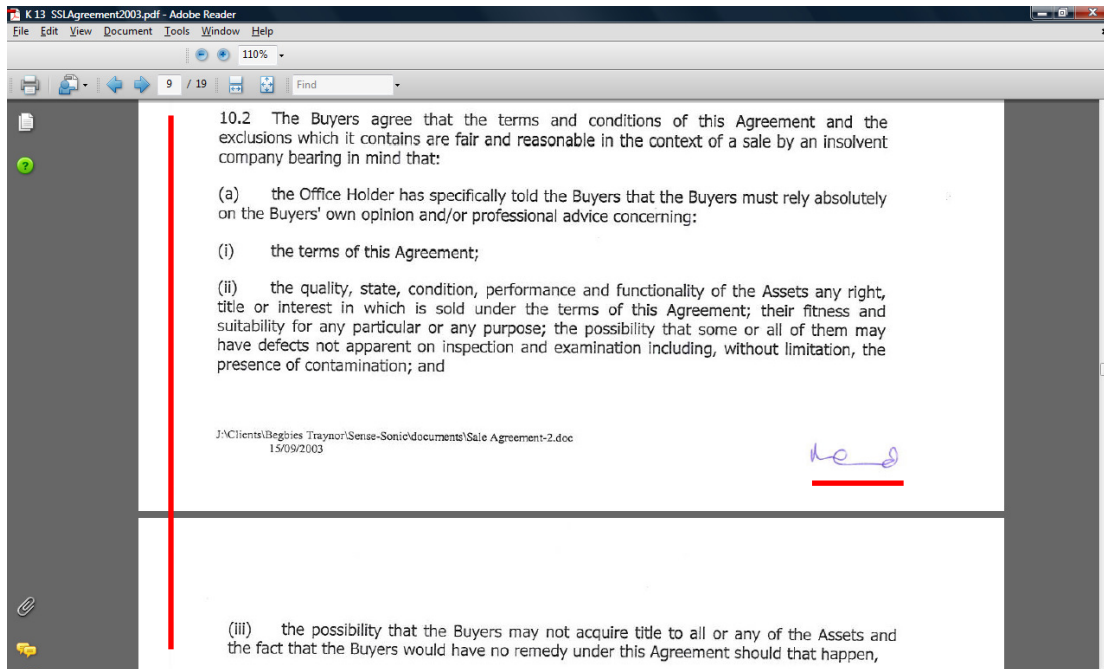


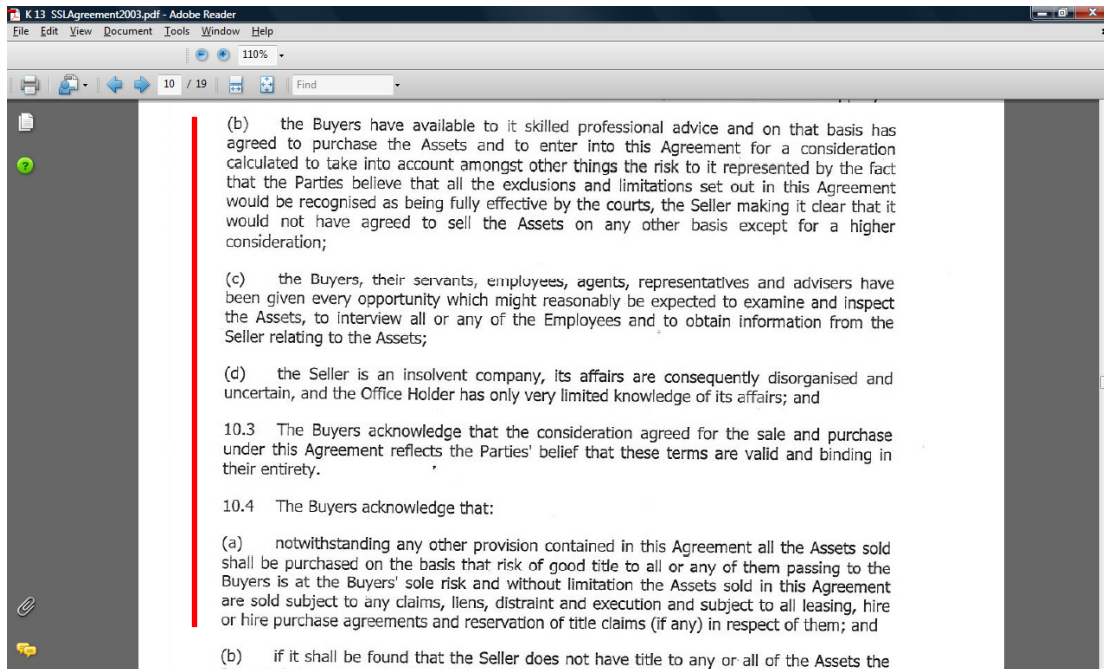
94.



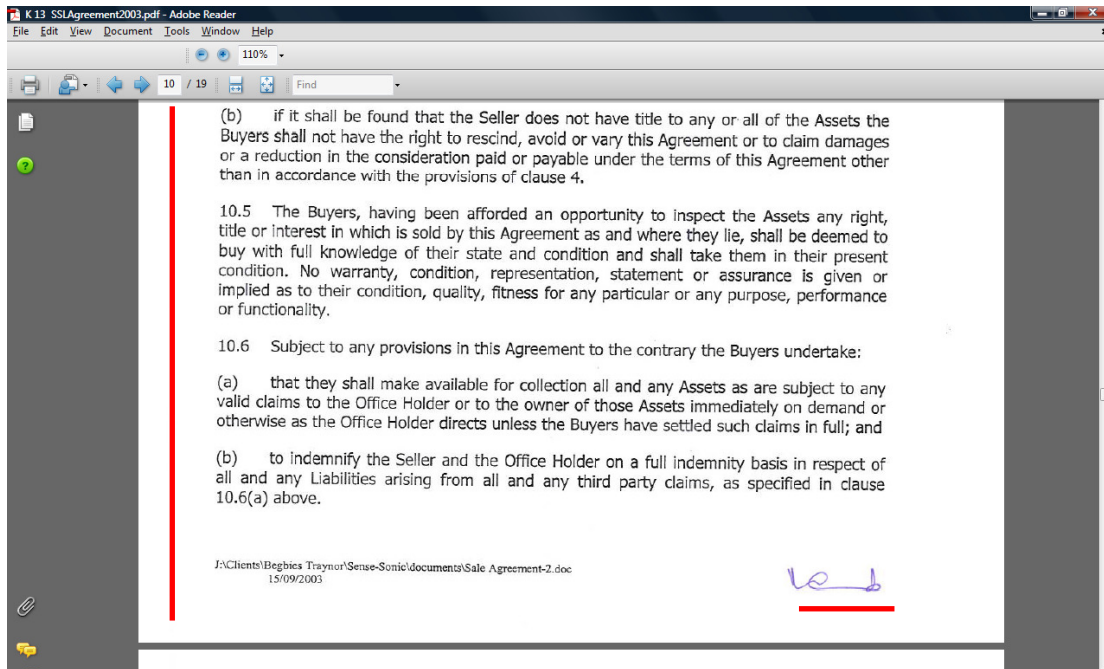
95.





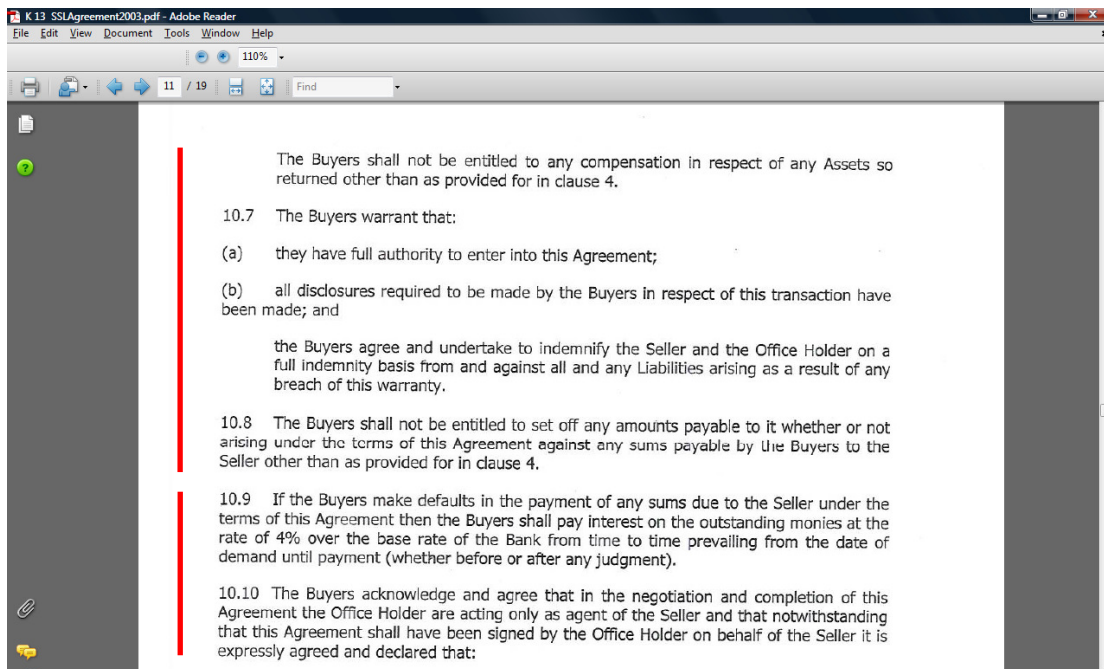


97.

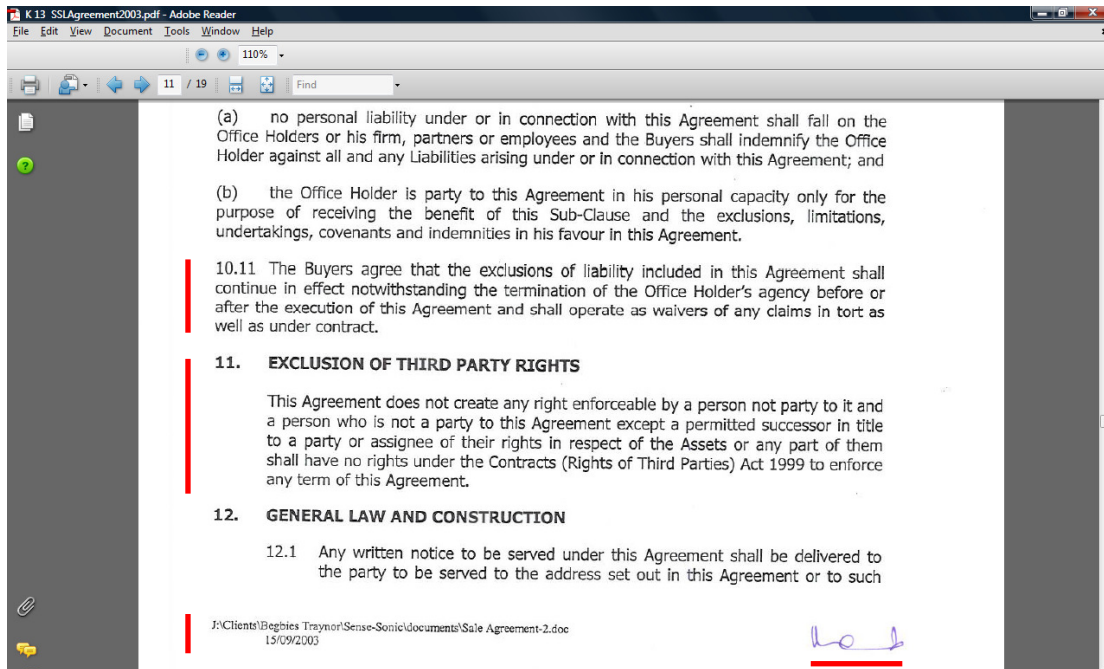


98.

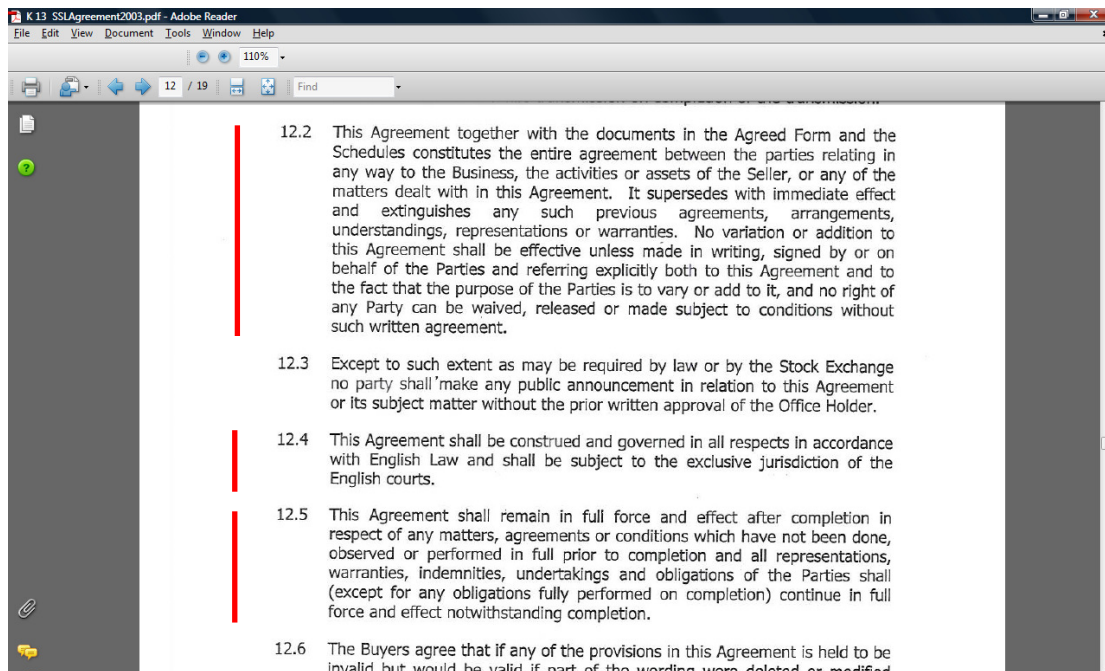
99.

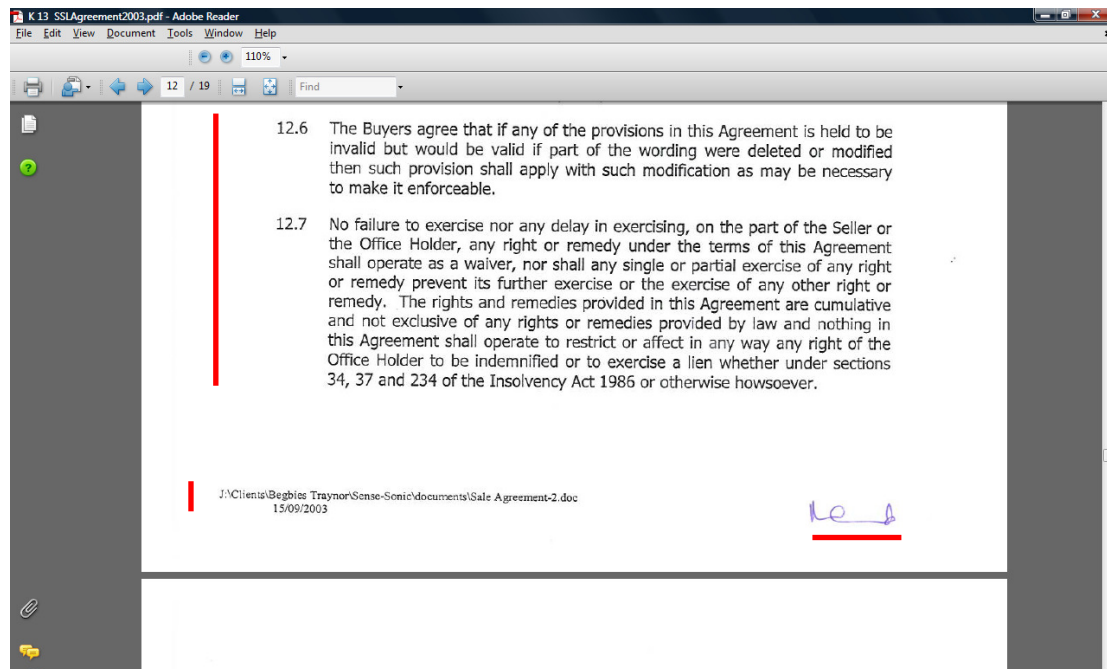


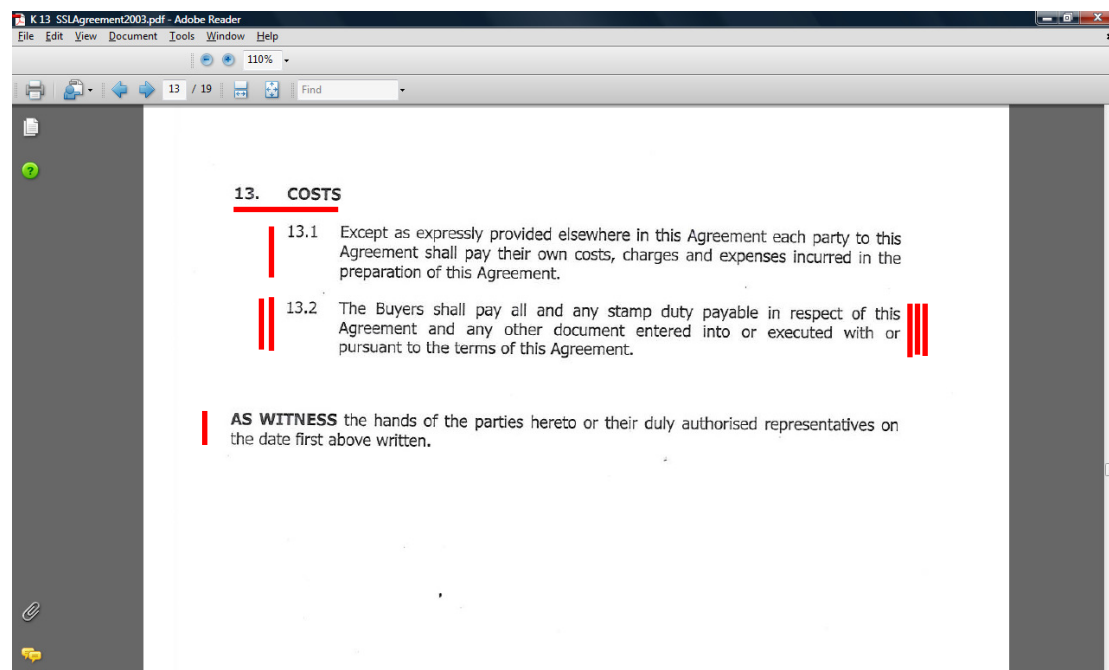
100.



101.

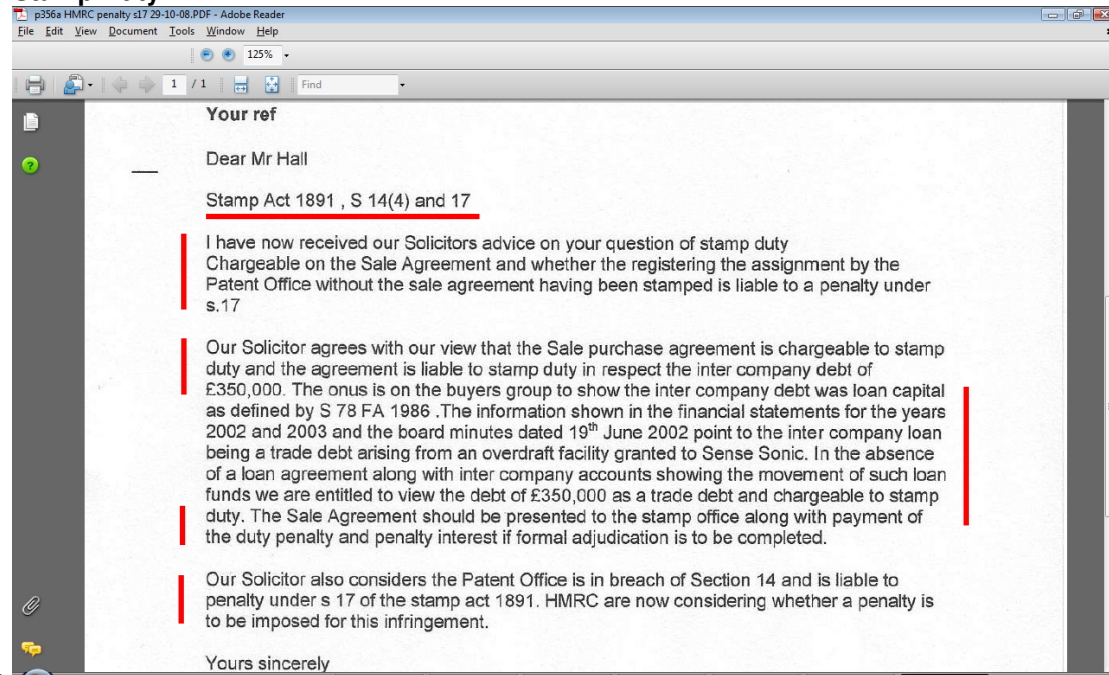




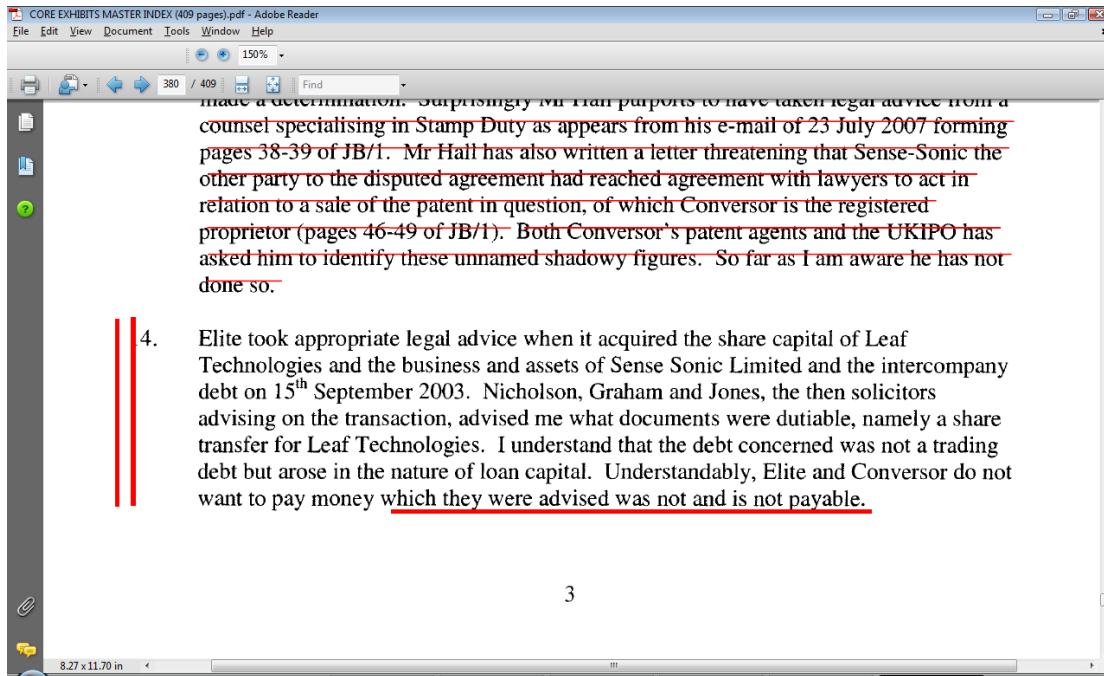


103.

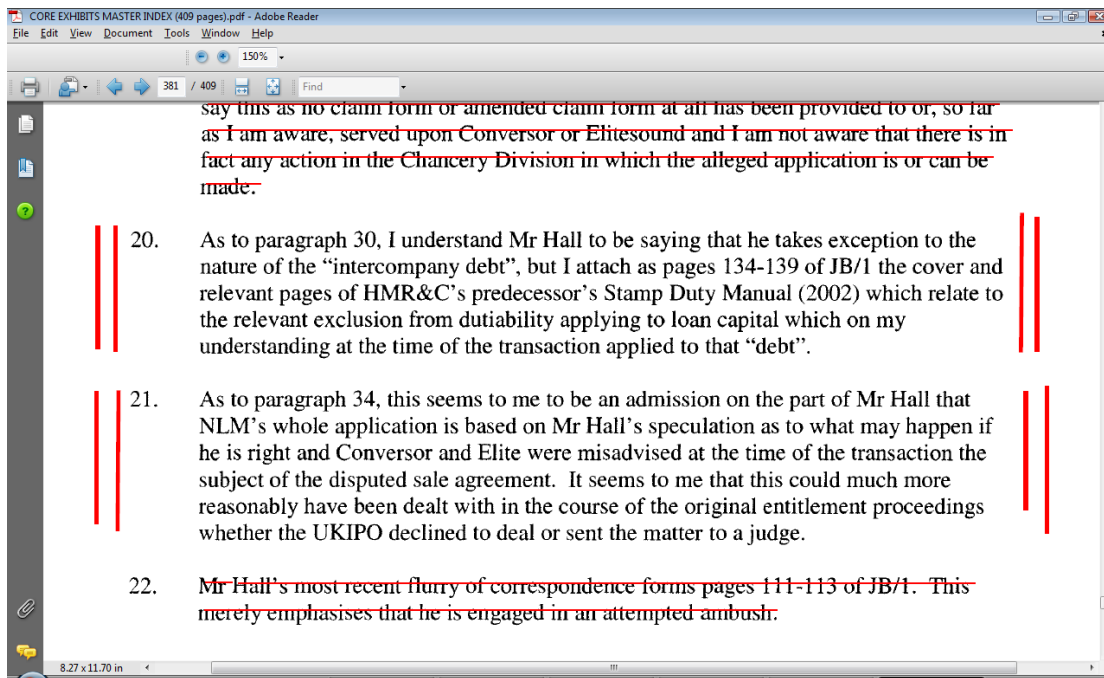
Stamp Duty:



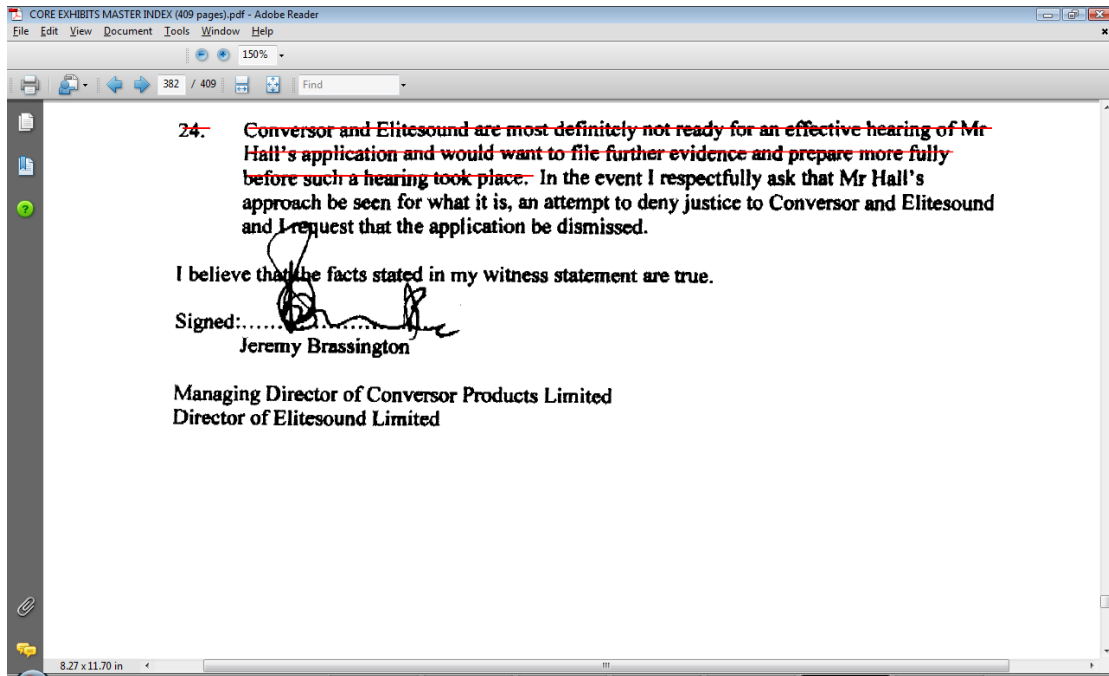
104.



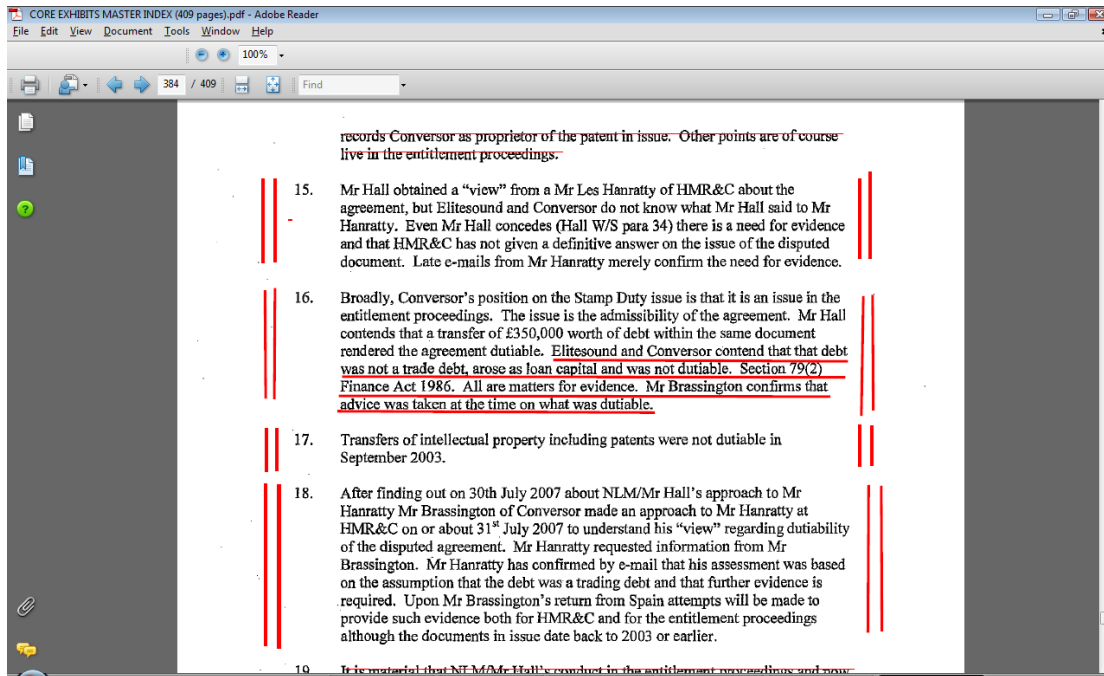
105.



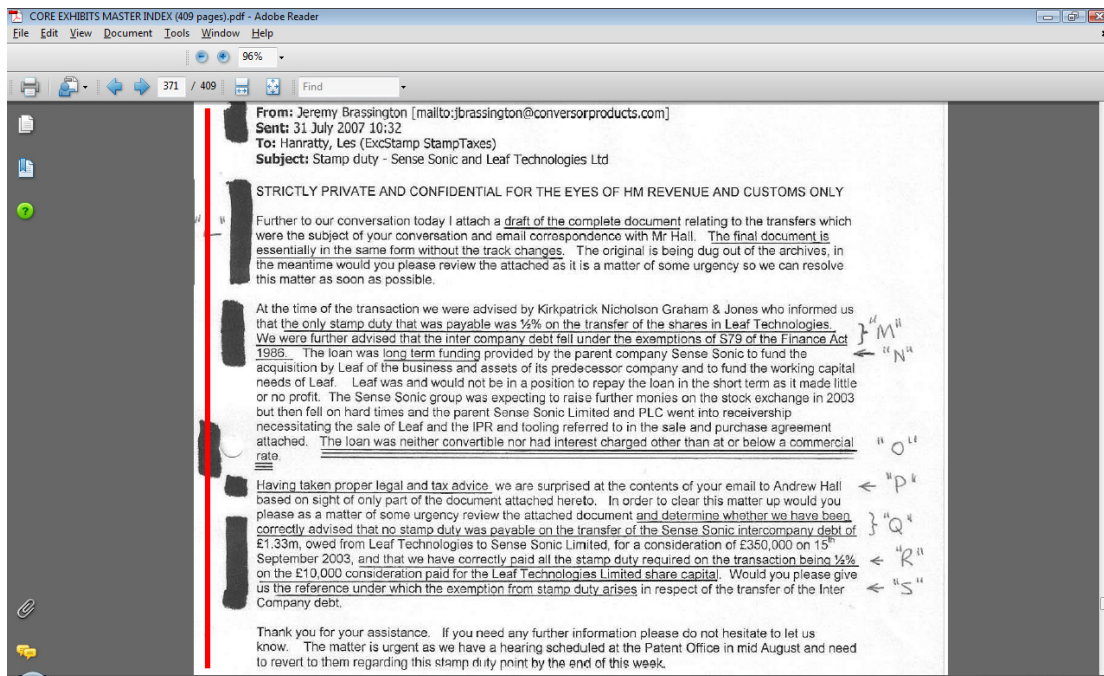
106.



107.

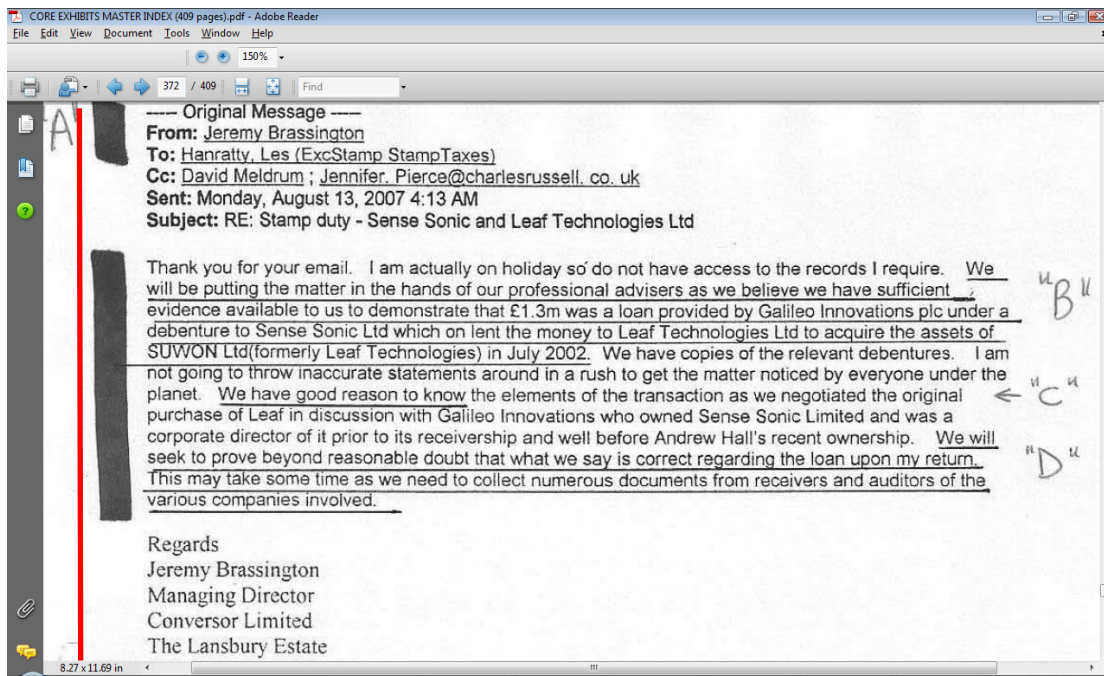


108.

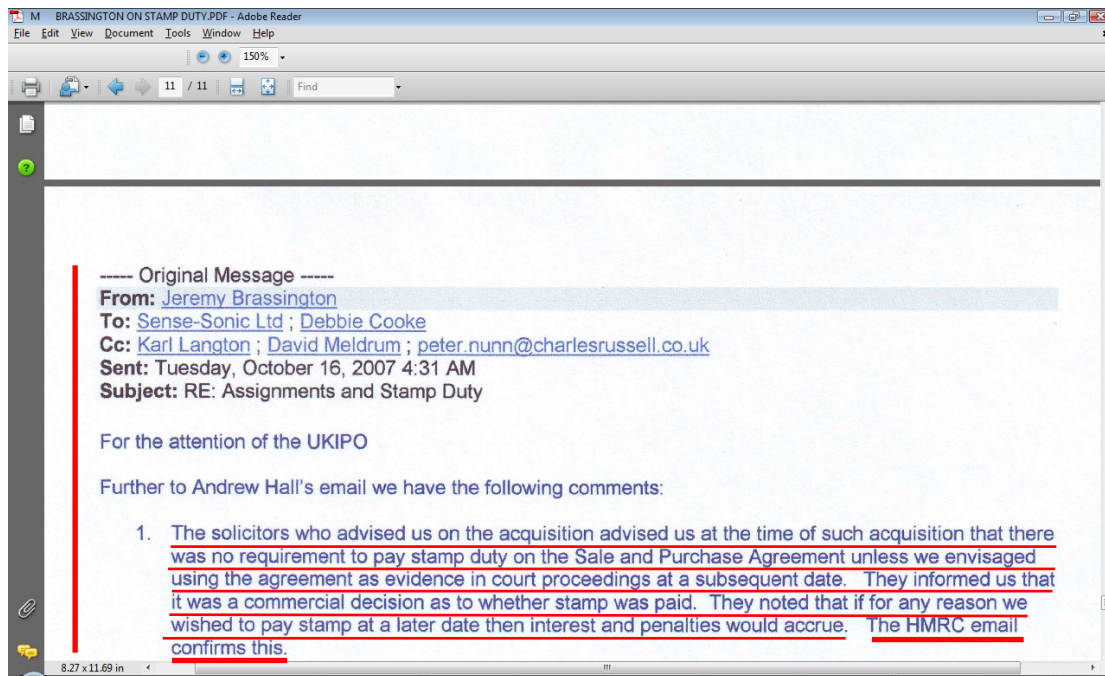


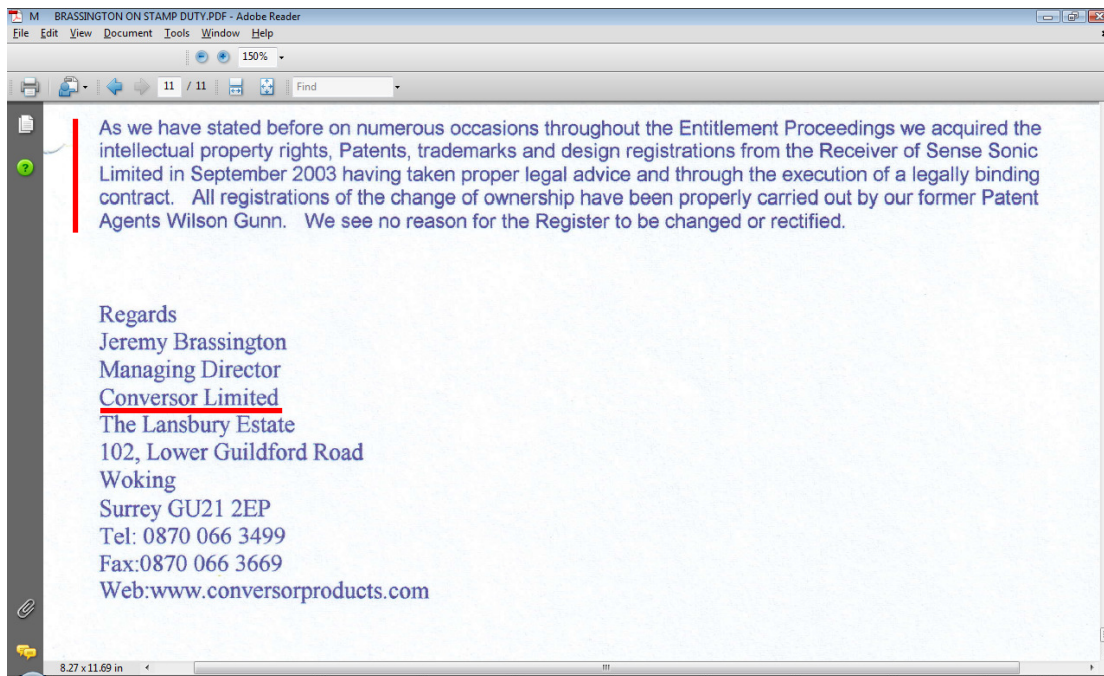
109.

110.

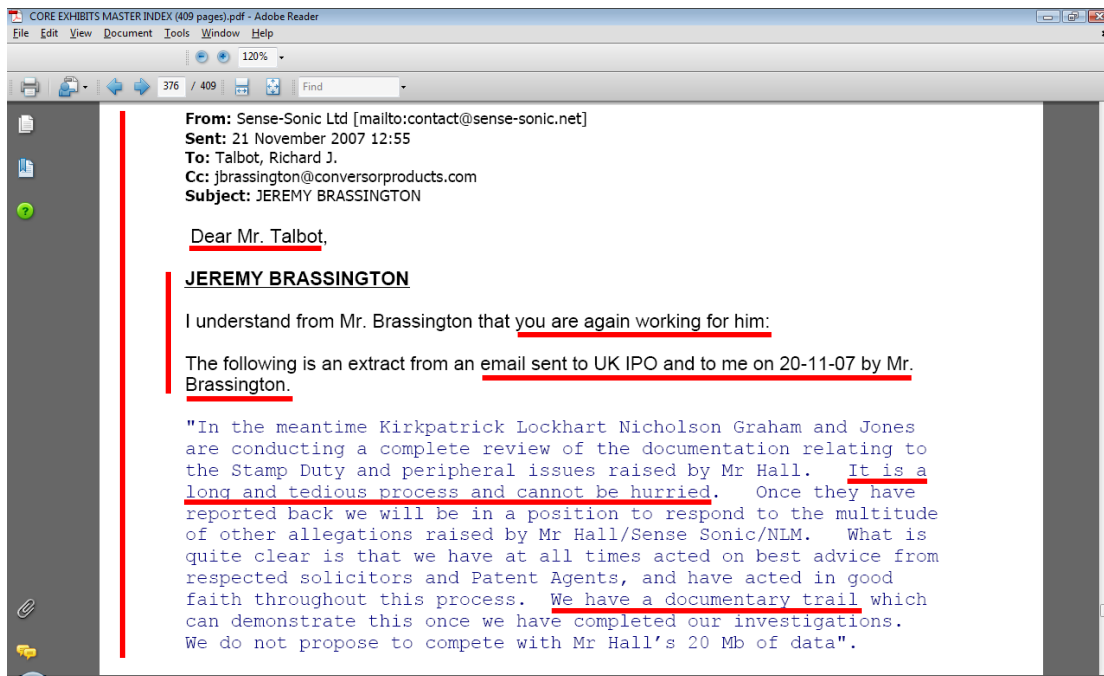


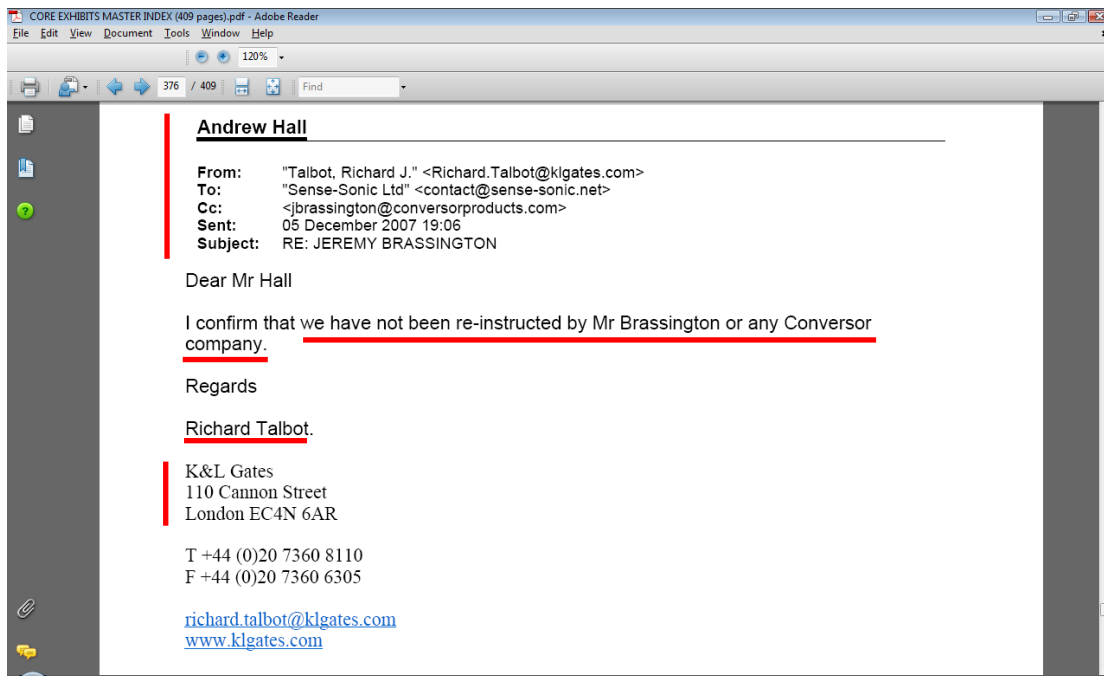
111.





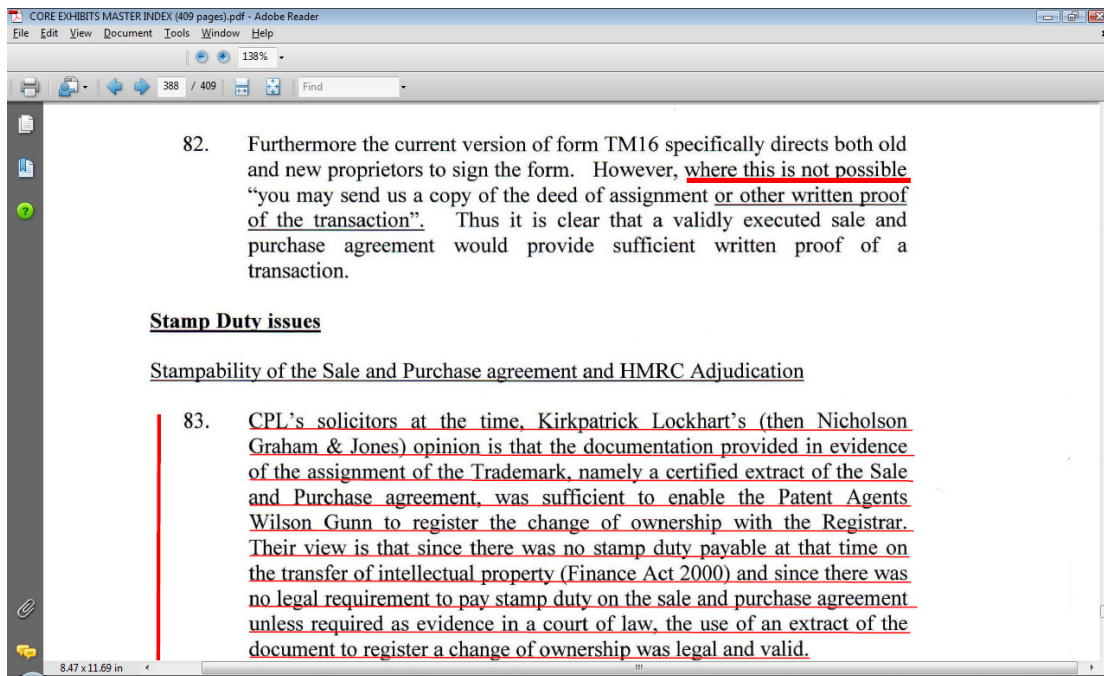
113.

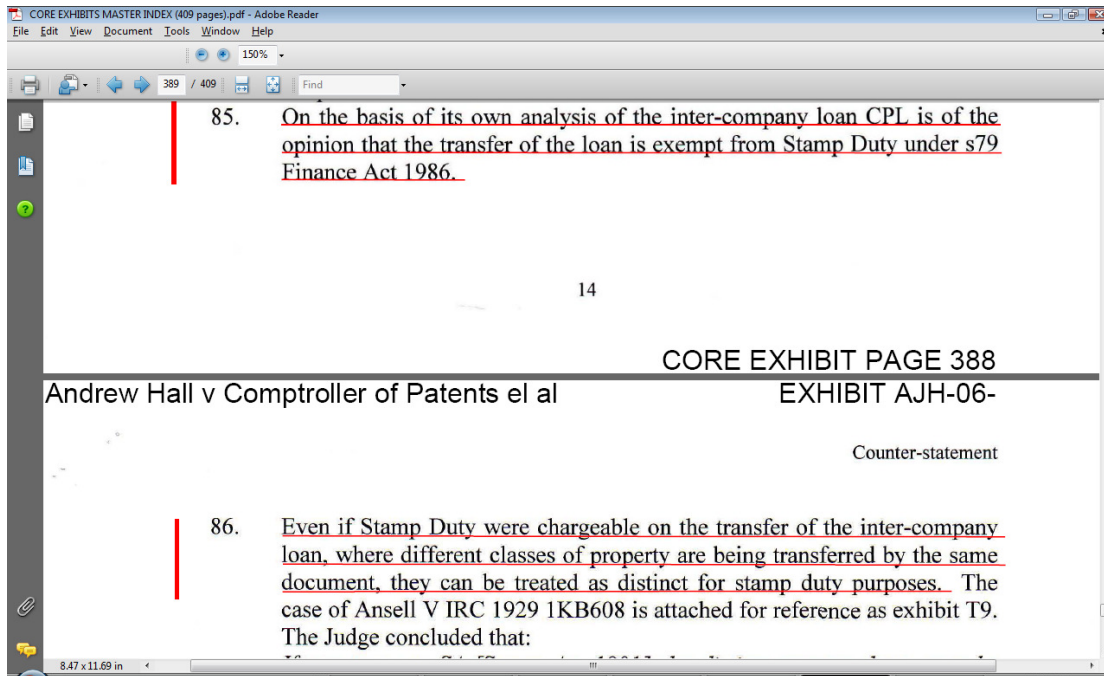




114.

115.





117.

CORE EXHIBITS MASTER INDEX (409 pages).pdf - Adobe Reader

File Edit View Document Tools Window Help

389 / 409 100% Find

Procedural issues

89. The acquisition documentation as is normal in Receivership sales is drawn up by the Administrative Receiver's solicitors and submitted to the Purchaser's solicitors for comment and review.

90. Elitesound and CPL (then named Tonewear) engaged the firm of Nicholson Graham and Jones (NGJ) to act on their behalf.

91. NGJ are a significant size legal practice based in the City of London and had documented many previous transactions for the owners of Elitesound and CPL and are believed to be both competent and professional.

15

CORE EXHIBIT PAGE 389

Andrew Hall v Comptroller of Patents et al EXHIBIT AJH-06-

Counter-statement

92. The Sale and Purchase Agreement was signed on 15th September 2003.

93. On December 31st Jeremy Brassington as Chairman of Elitesound instructed James Robey of Wilson Gunn who had acted as SSL's Patent Agents to deal with the change of ownership on the SSL IPR. See attached email (Exhibit T10). Wilson Gunn responded that they would require the original assignment documentation. (Exhibit T11) It was subsequently agreed by telephone that Robin Tutty of NGJ would be instructed to send the Sale and Purchase Agreement to Wilson Gunn.

94. On 23rd January 2004, James Atkinson sent a certified copy extract of the Sale and Purchase Agreement dated 15th September 2003. (Exhibit T12).

CORE EXHIBITS MASTER INDEX (409 pages).pdf - Adobe Reader

File Edit View Document Tools Window Help

390 / 409 Find

150%

95. The covering letter enclosing the TM16 to the UK IPO, and indeed the confirmation of certified extract, from Wilson Gunn both refer to a certified extract of the Sale and Purchase Agreement as being enclosed. Both Patent Agents and lawyers were satisfied that the Sale and Purchase Agreement effected an assignment of the Trademark and that this was sufficient prima facie evidence of such assignment.

96. The Trade Mark Administrator acknowledged receipt of the documents and wrote to Wilson Gunn on 29th September confirming that the Trademark had been assigned to Tonewear Limited. (exhibit T14)

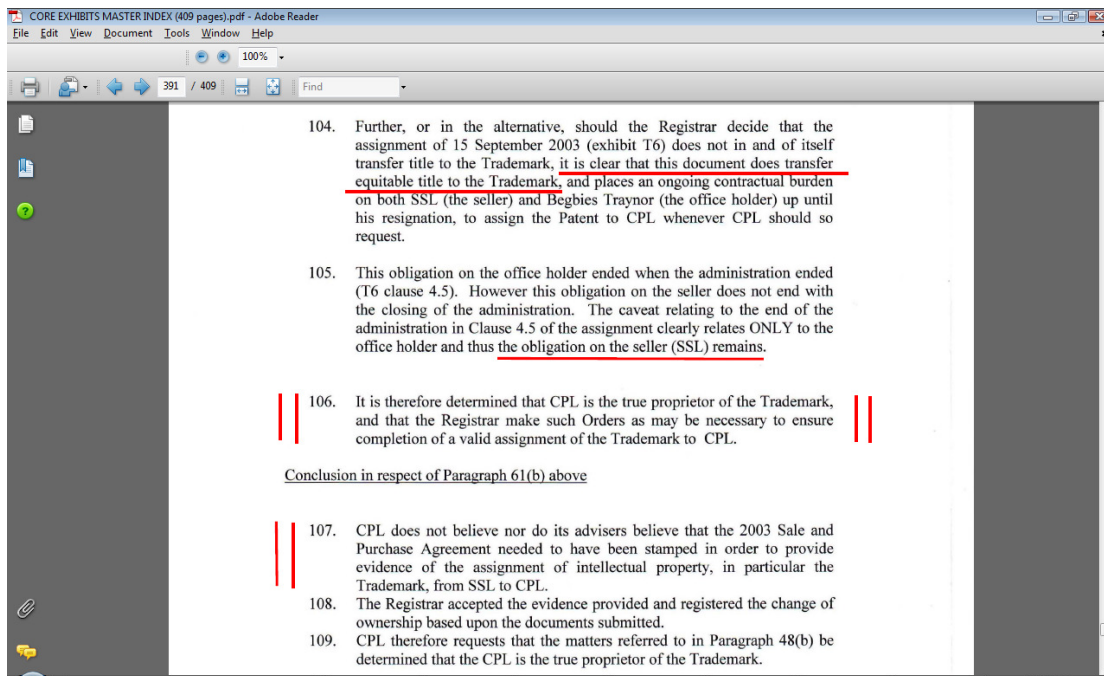
97. As far as CPL is concerned it instructed solicitors to complete the acquisition of the IPR and instructed Patent Agents to register the change of ownership. Both parties instructed are professional firms of some considerable expertise and reputation in whose hands we entrusted the complete process.

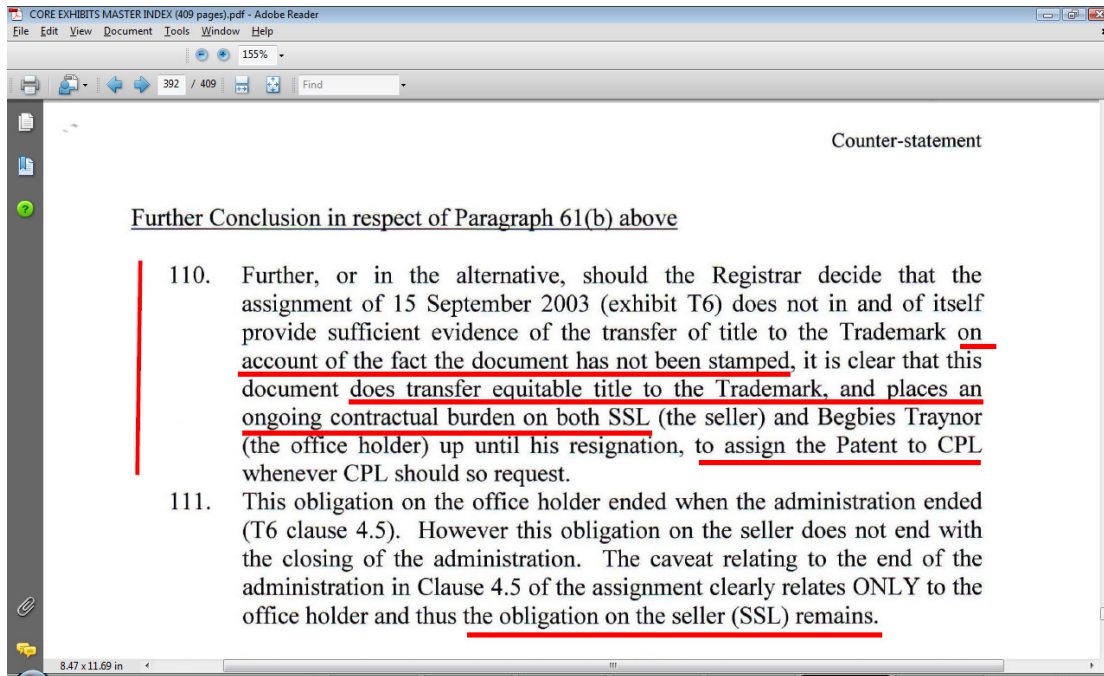
98. The documentation submitted to the Patent Agents by CPL's solicitors supports CPL's assertion that it has an equitable interest in the Trademark.

99. The registration of the change of name was completed by the Patent Agents with proper supporting documentation and therefore the registration of CPL as the proprietor of the Trademark is valid.

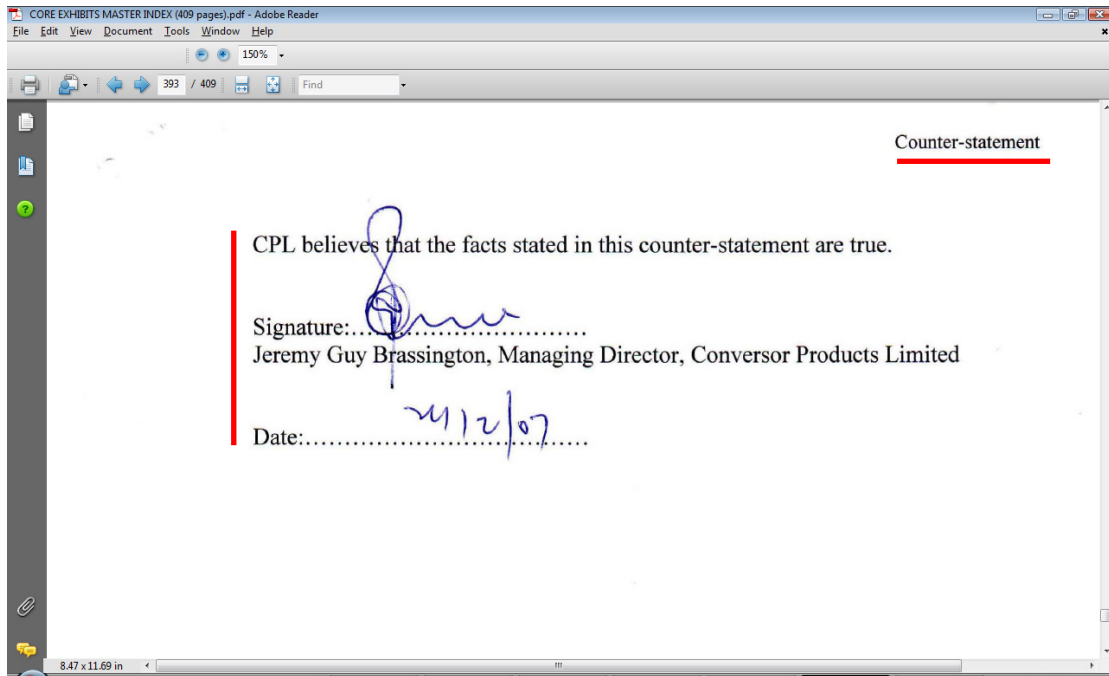
118.

119.



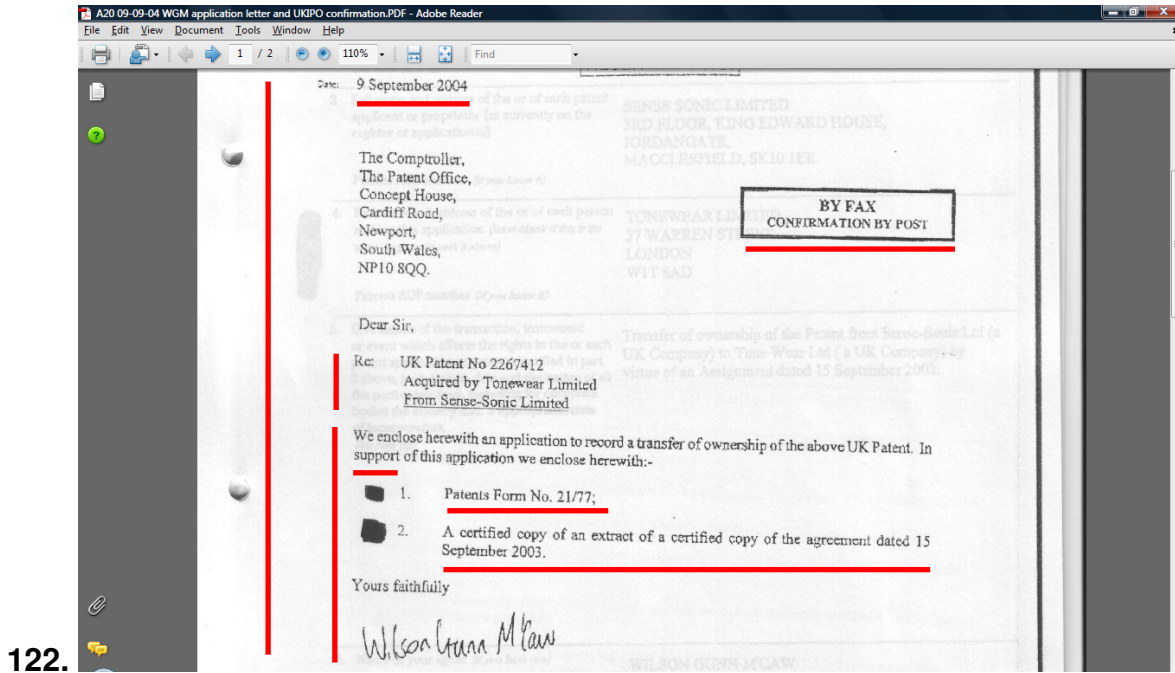


120.



121.

WGM'Caw's application for registration of change of proprietorship of GB2267412:



123.

F4 21-77 09-09-04.PDF - Adobe Reader
File Edit View Document Tools Window Help
100%
Find

9 SEP 2004 15:38 NO. 9830 P. 3

Patents Form 21/77
Patents Act 1977
(Rule 46)

THE PATENT OFFICE
CF
- 9 SEP 2004
RECEIVED BY FAX

10SEP04 6174367-1 000350
P21/7700 0-00-2267412 NONE
The Patent Office

Cardiff Road
Newport
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) & (d)) GB 2267412

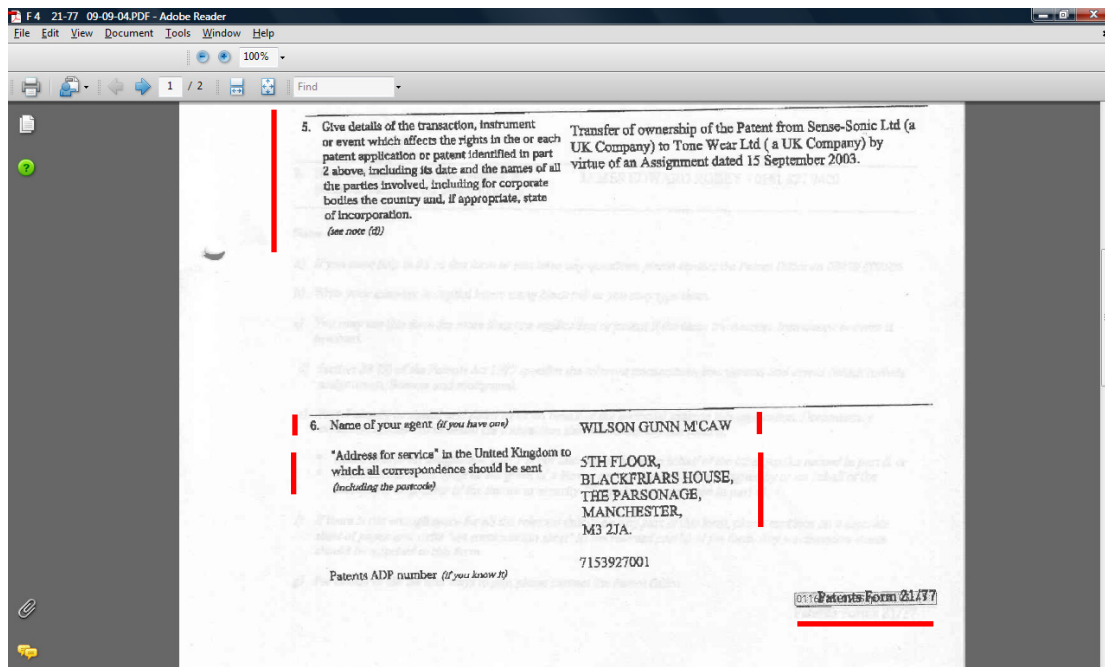
3. Full name and address of the or of each patent
applicant or proprietor (as currently on the
register or application(s))
SENSE SONIC LIMITED
3RD FLOOR, KING EDWARD HOUSE,
JORDANGATE,
MACCLESFIELD, SK10 1EE

Patents ADP number (if you know it)

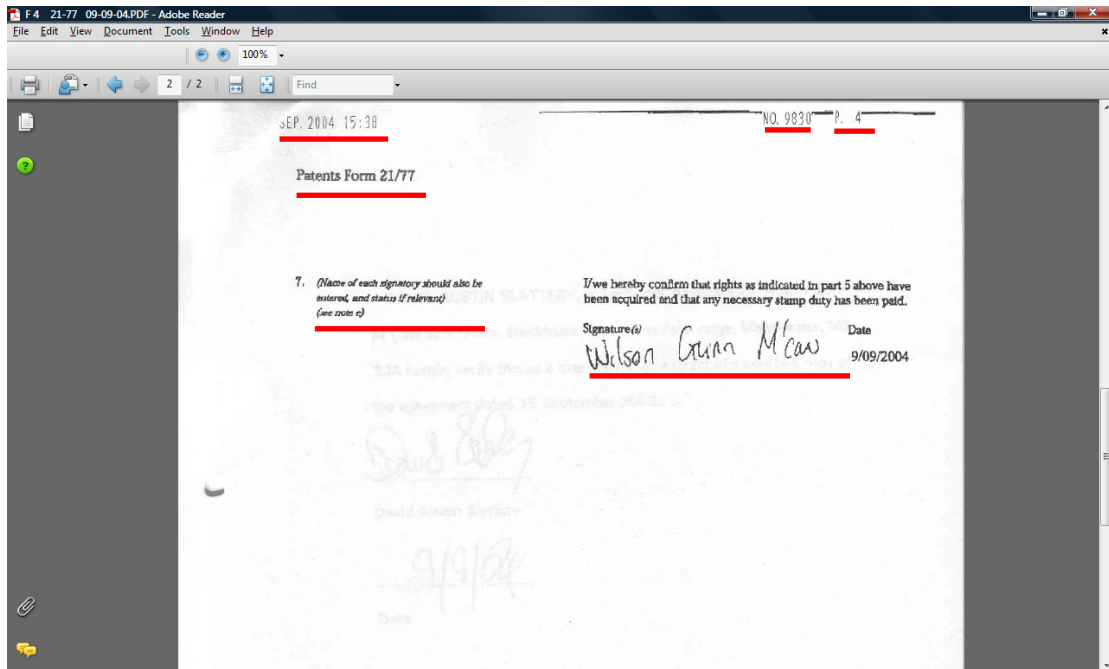
4. Full name and address of the or of each person
making this application (leave blank if this is the
same as given in part 3 above)
TONEWEAR LIMITED
37 WARREN STREET
LONDON
W1T 6AD

Patents ADP number (if you know it)

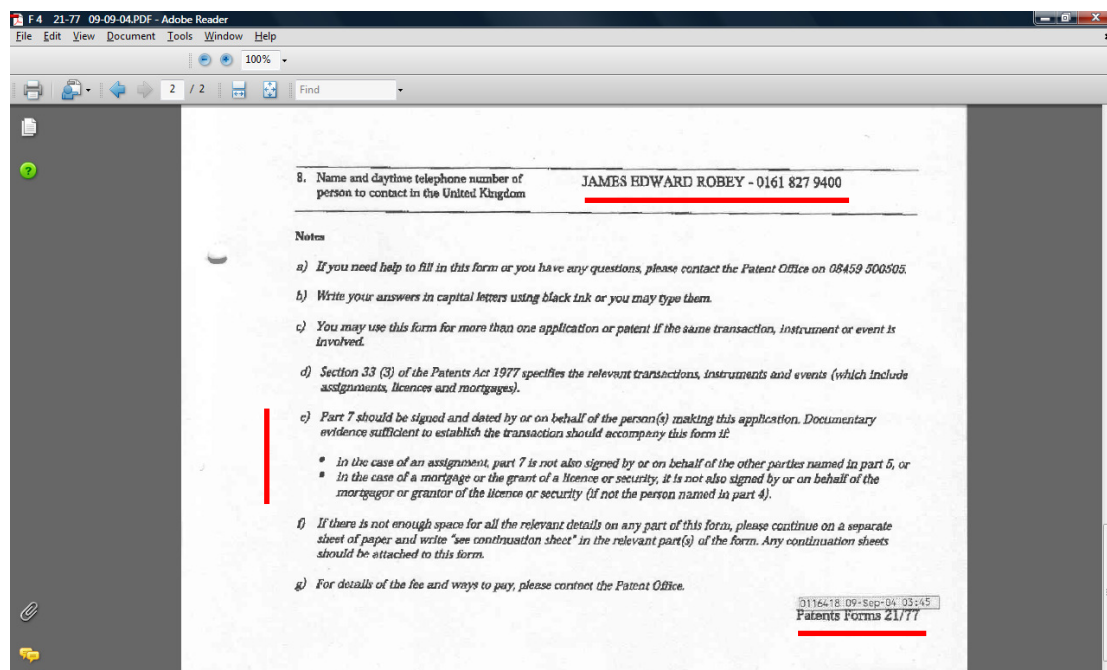
5. Give details of the transaction, instrument
Transfer of ownership of the Patent from Sense-Sonic Ltd (a



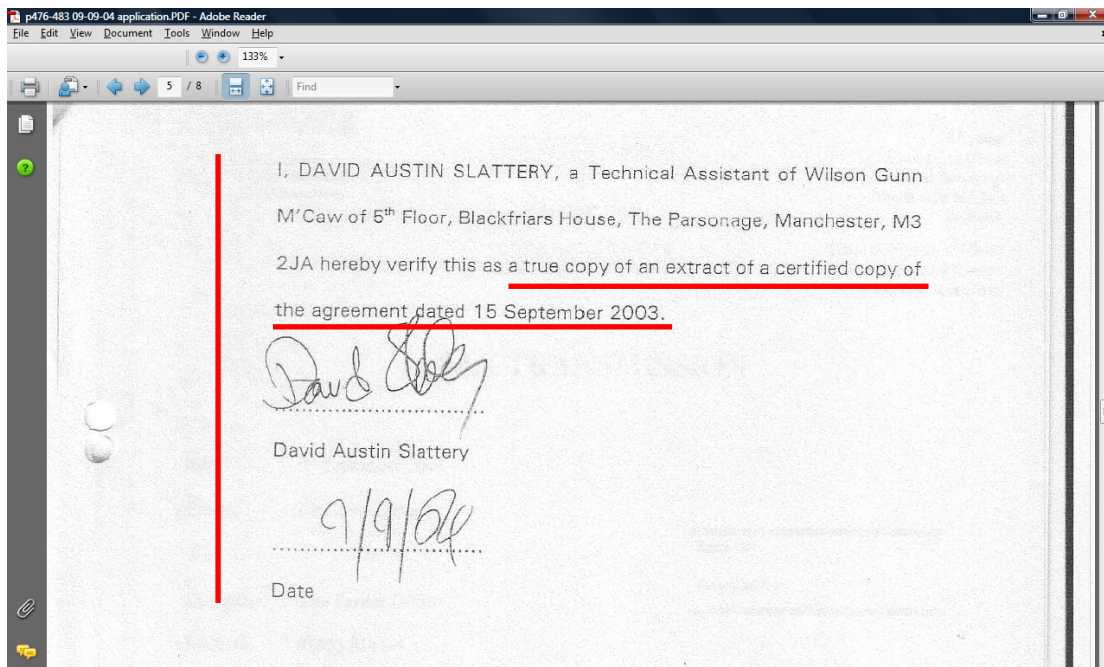
124.



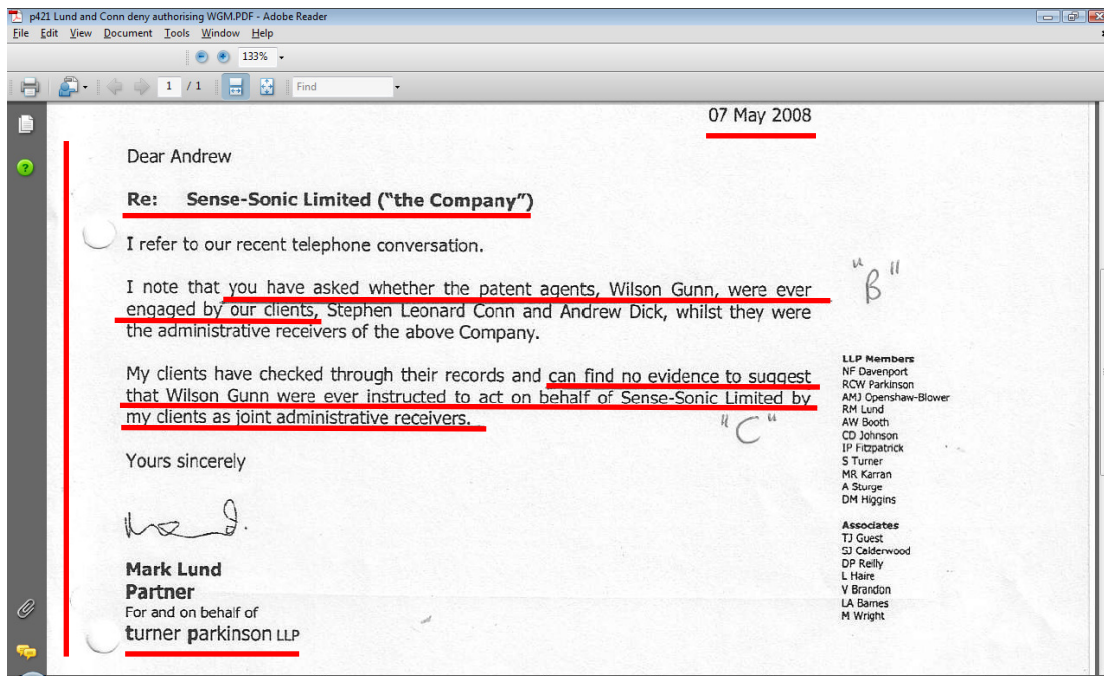
125.



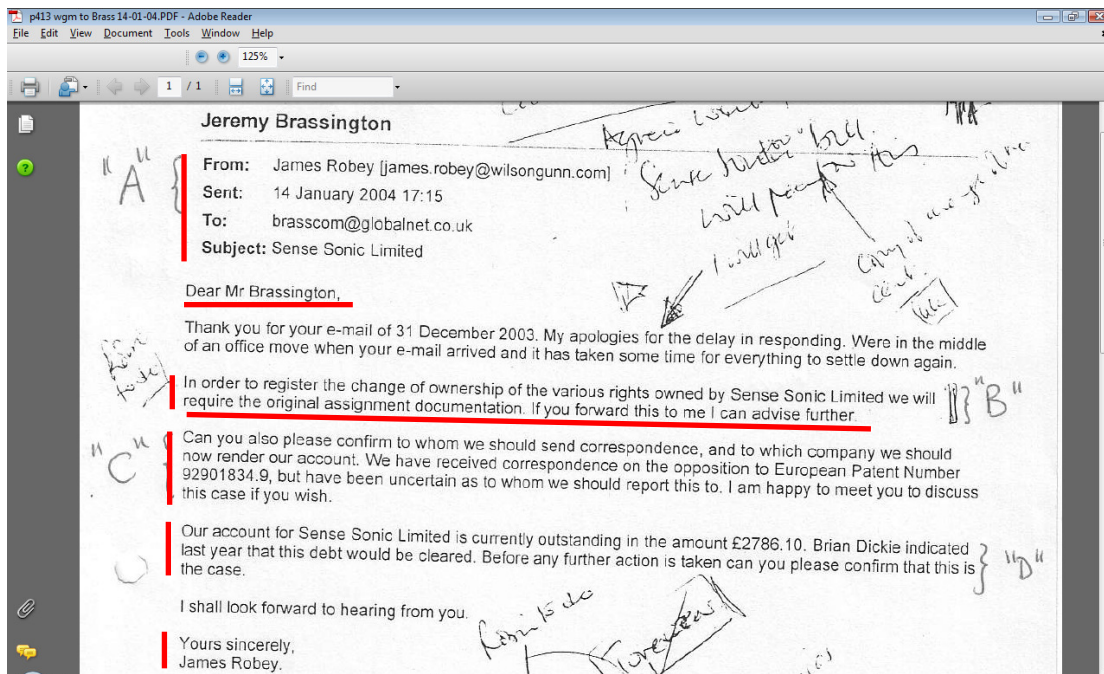
126.



127.

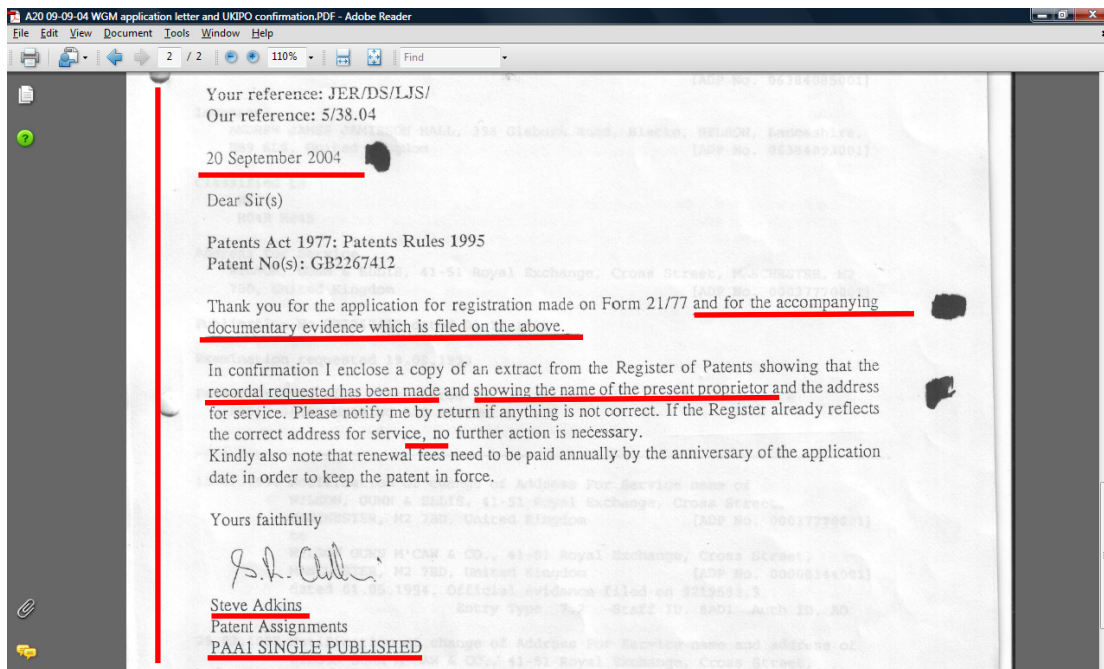


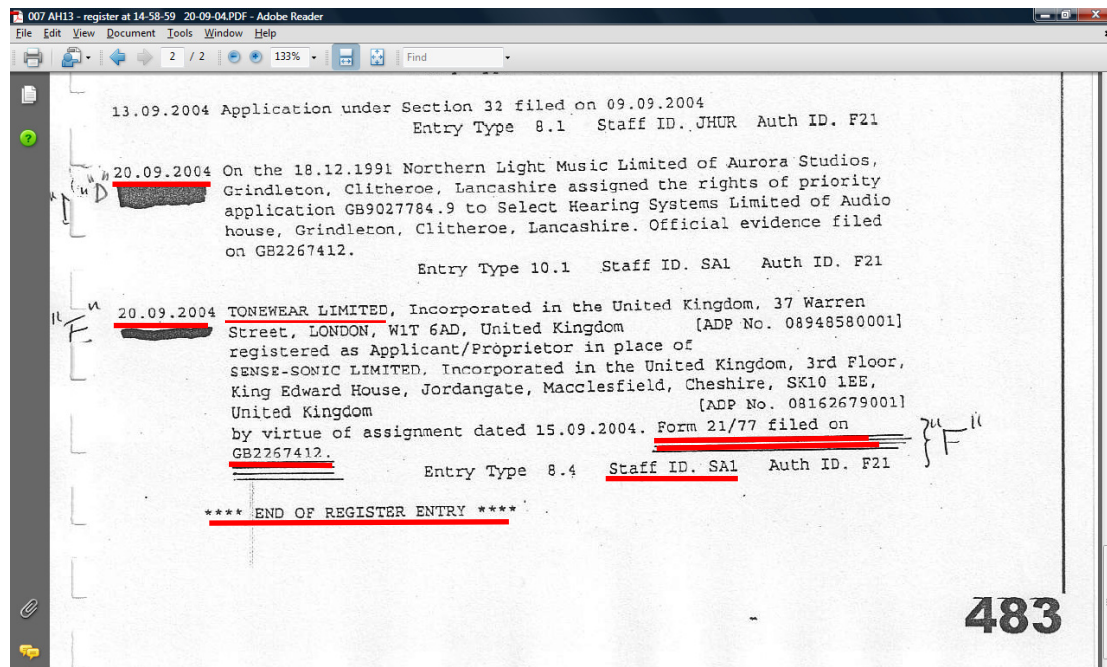
128.



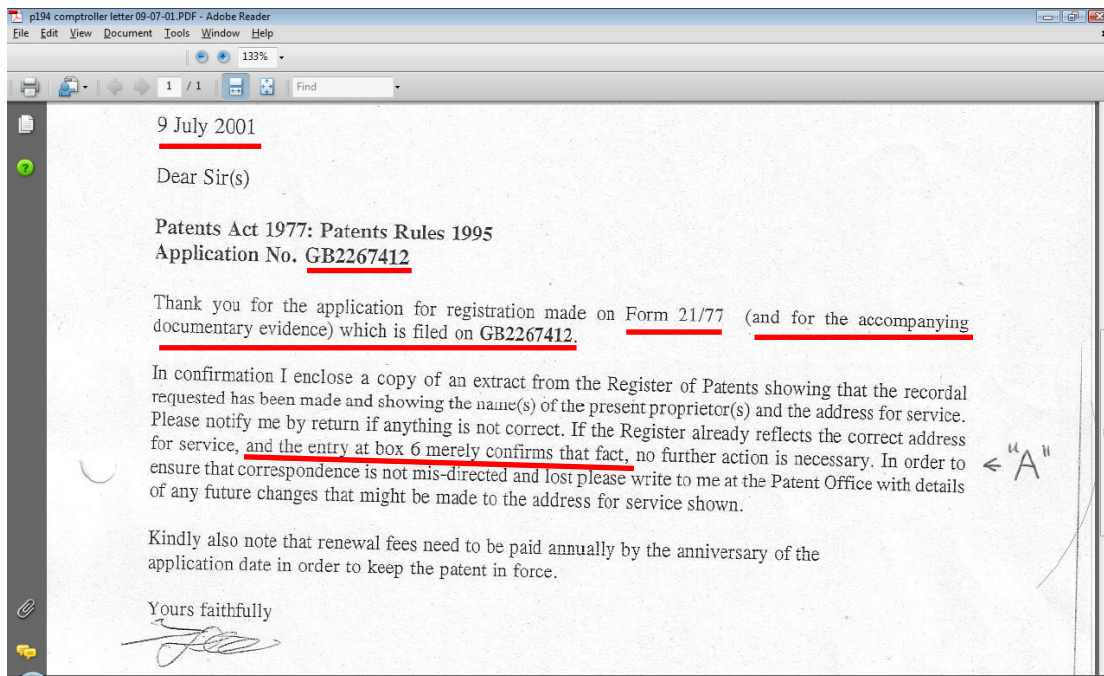
129.

130.



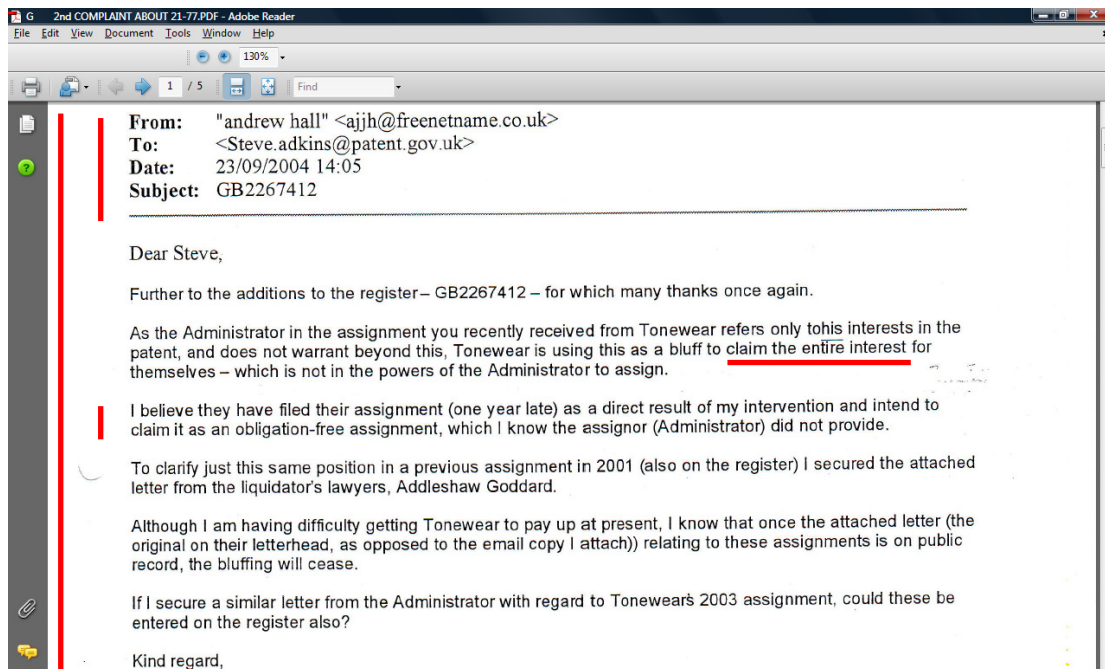


131.

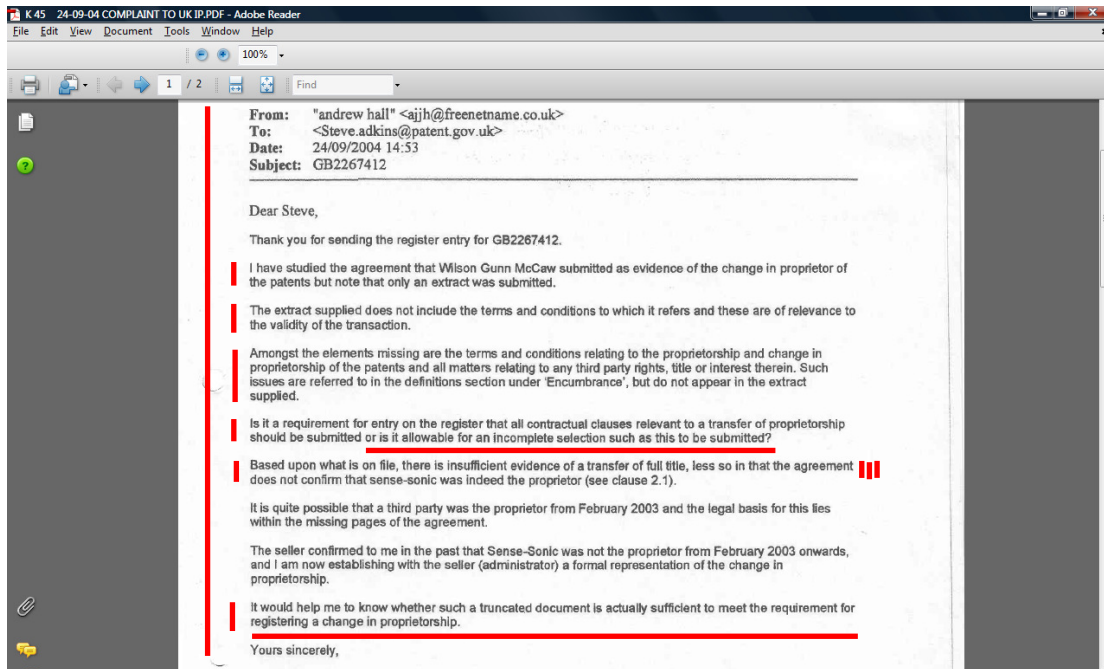


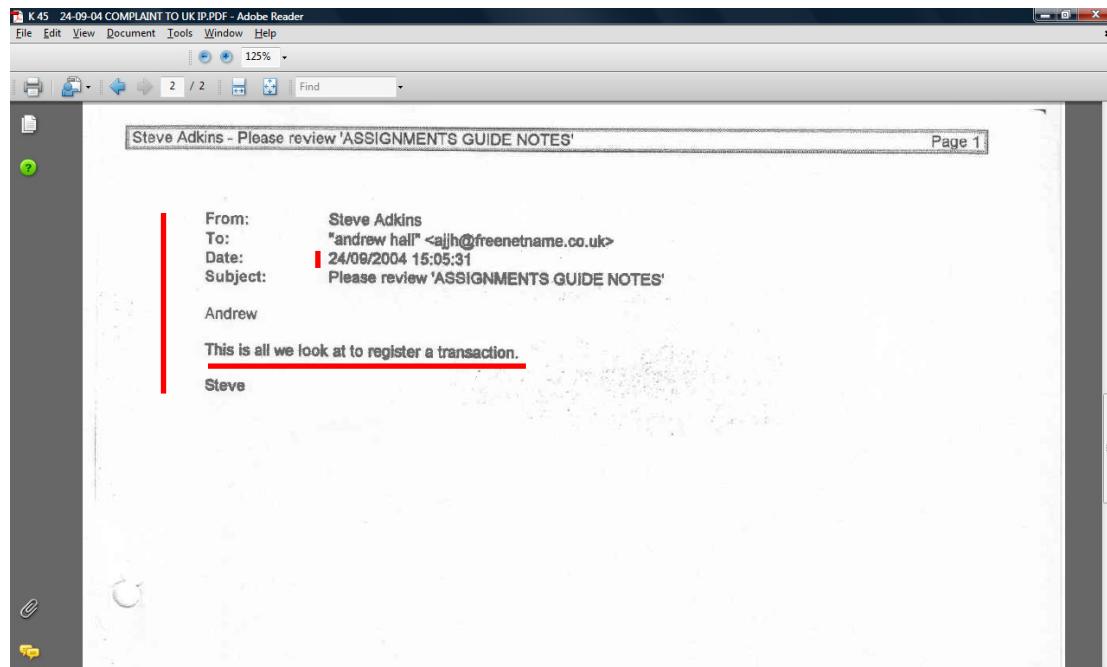
132.

133.



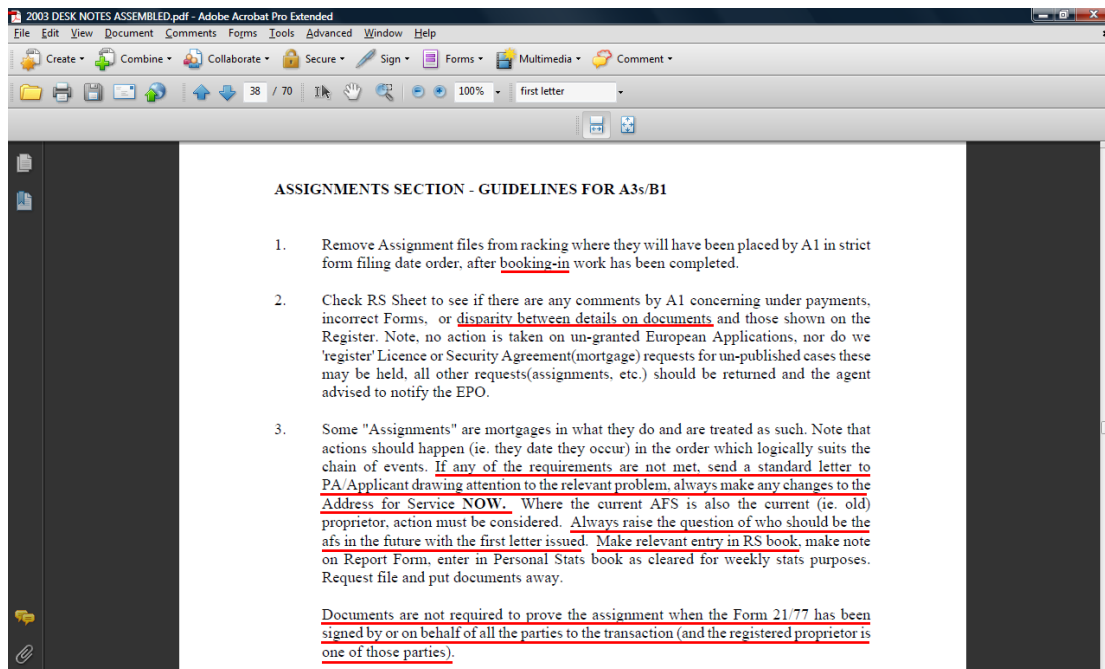
134.

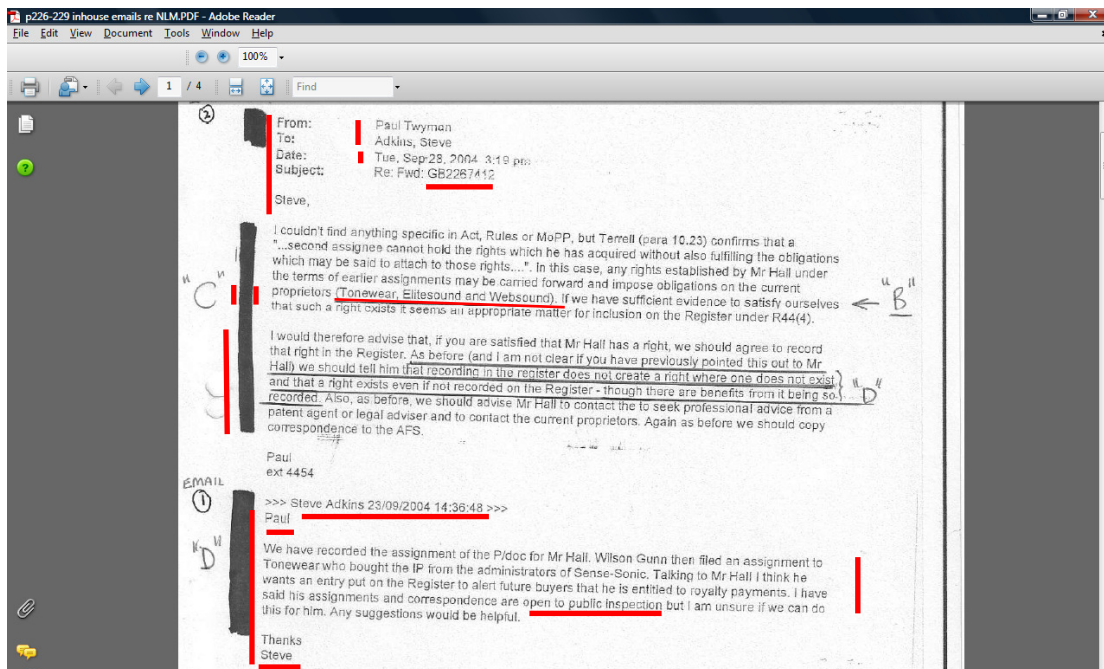




135.

136.





137.

138.

p226-229 inhouse emails re NLML.PDF - Adobe Reader
File Edit View Document Tools Window Help
2 / 4 Find 120%

Steve Bender
PDB
GY20
GB2267412

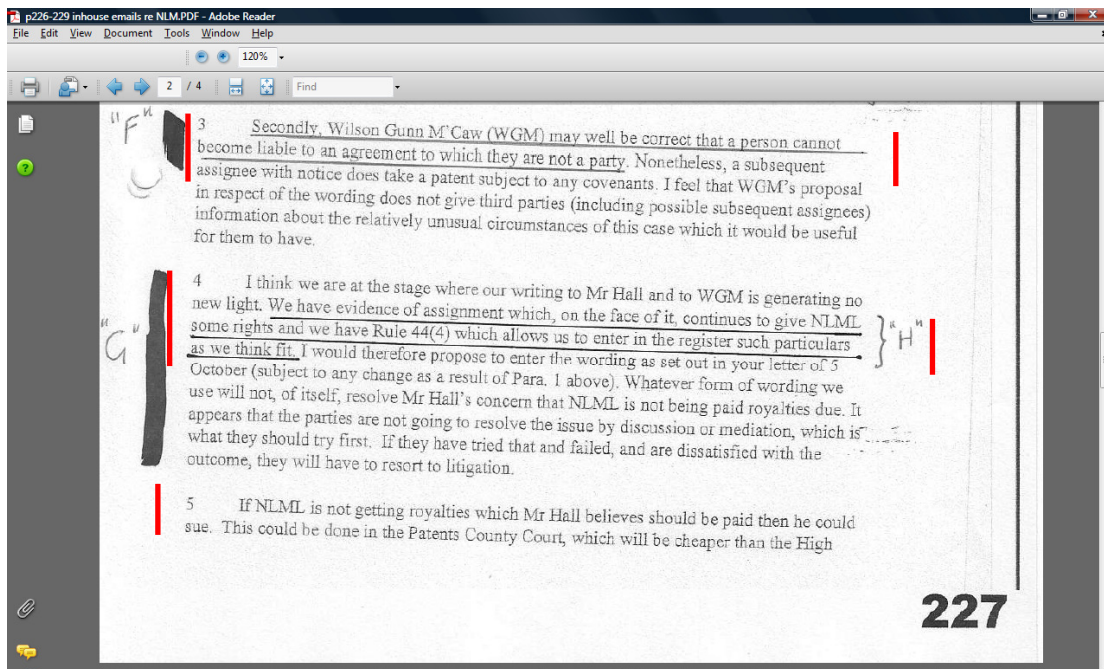
Assignment of GB2267412

1 Firstly, Mr Hall's request to change our proposed wording. We should, of course, correct the dates. As the assignment appears to have given ongoing royalty rights to Northern Light Music Limited (NLML) rather than to Mr Hall then I would delete the reference to Mr Hall in its entirety and replace it with NLML. The 21/77 dated 2/9/2004 filed by Mr Hall, together with copies of the 31/7/91 and 18/12/91 assignments, show the assignment was from NLML to Select Hearing Systems Limited (SHSL) and bound SHSL and its successors to pay royalties to NLML. On this basis we should amend the Register to refer to NLML rather than Mr Hall, and advise that any litigation should also be in the name of NLML. The proposed, revised, Register entry would thus read "By virtue of the terms of assignments dated 31.7.1991 and 18.12.1991 Northern Light Music Limited is due royalty payments from any subsequent assignee. Evidence filed on GB2267412". I would omit "consideration of" as the documents provide evidence that royalties should be paid not considered.

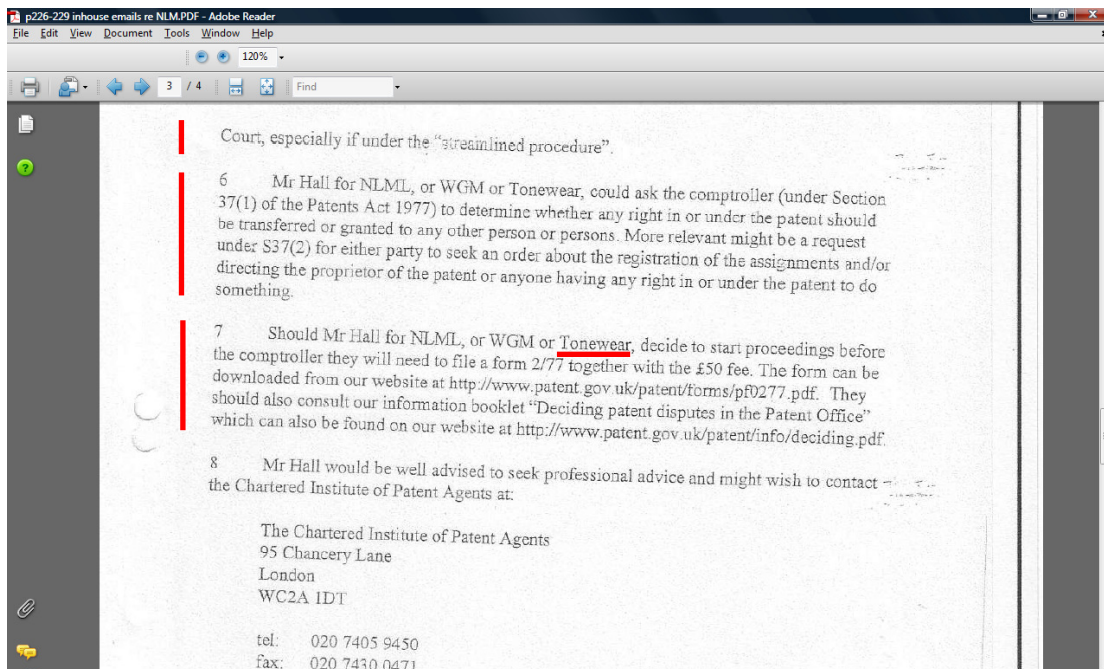
2 Should Mr Hall decide to instigate litigation, it will be important that he correctly identifies whether he claims that he or NLML is losing out and makes a claim accordingly. As noted in my 31/8 e-mail, Mr Hall may see himself and NLML as the same thing, but legally they are not and he needs to make any claim on behalf of the right party - we need to make this clear to him. From the evidence, and as above, it seems that it is NLML which should be making any claim.

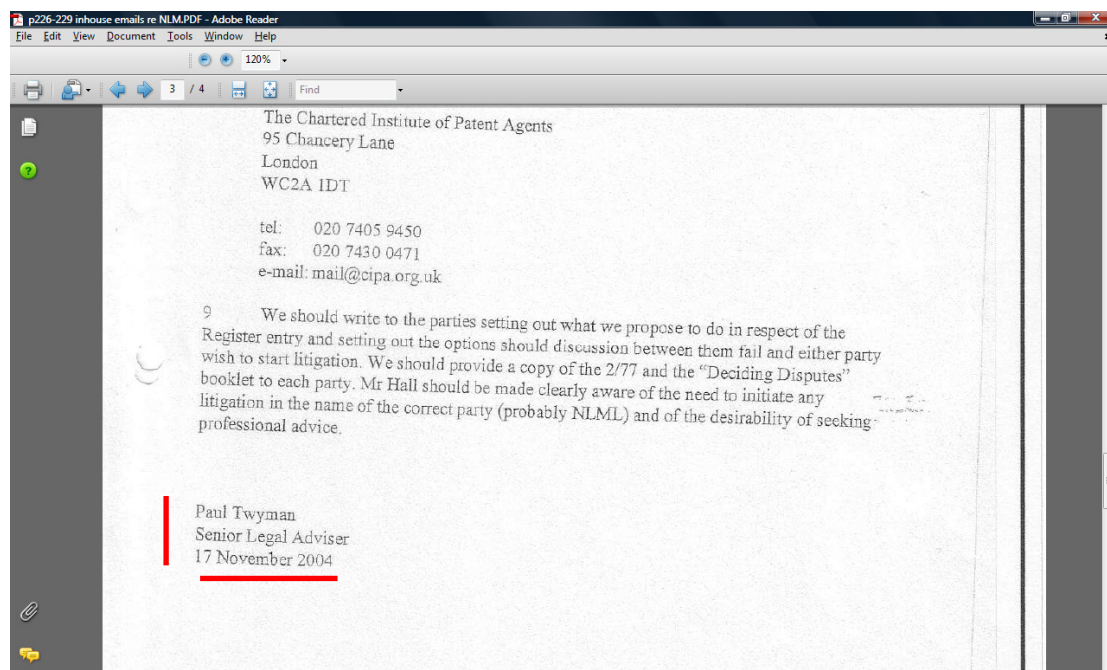
"B"
"C"
"D"
"E"

139.



140.





141.

142.

16.12.2004 Notification of change of Applicant/Proprietor name of
TONEWEAR LIMITED, Incorporated in the United Kingdom, 37 Warren
Street, LONDON, W1T 6AD, United Kingdom [ADP No. 08948580001]
to
CONVERSOR PRODUCTS LIMITED, Incorporated in the United Kingdom, 37
Warren Street, LONDON, W1T 6AD, United Kingdom [ADP No. 09001629001]
dated 29.10.2004. Official evidence filed on GB2267412

14.01.2005 By virtue of the terms of assignments dated 31.07.1991 and

<http://www.ipo.gov.uk/patent/p-find/p-find-number> 30/07/2008

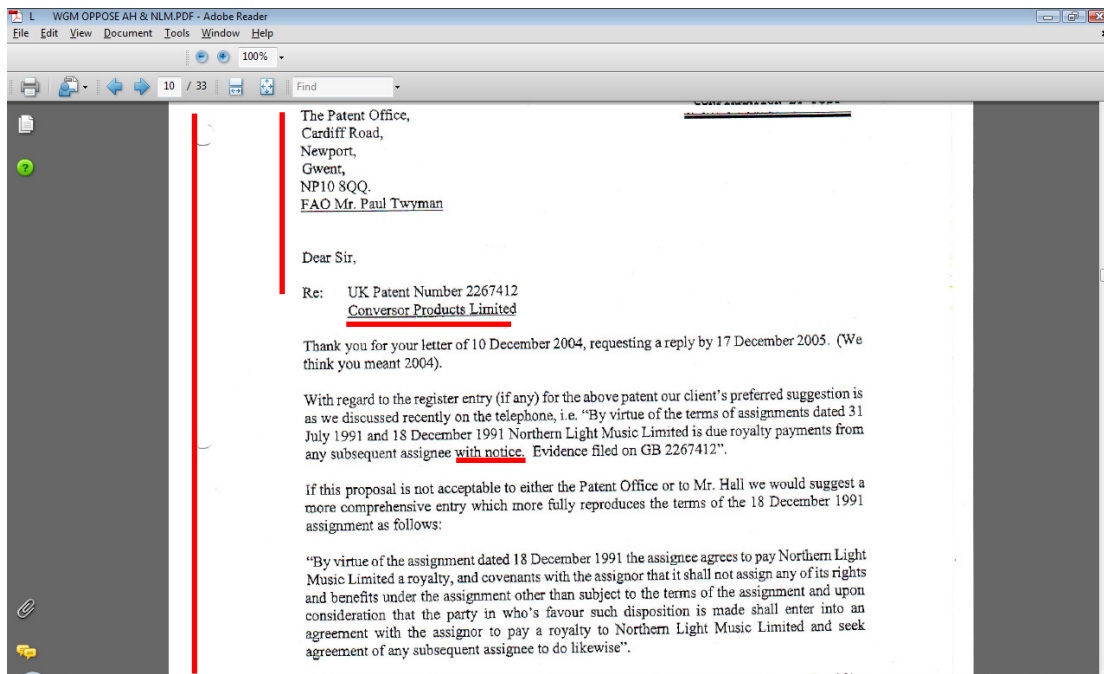
Patents - Patent number - Results Page 3 of 4

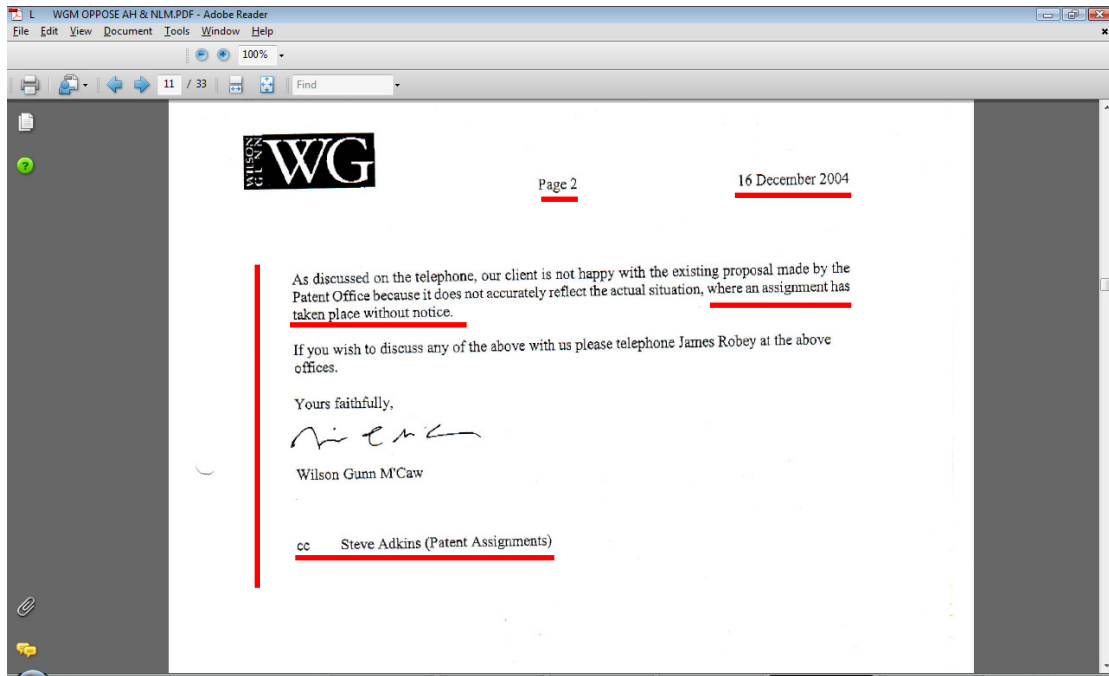
18.12.1991 Northern Light Music Limited is due royalty payments
from any subsequent assignee. Evidence filed on GB2267412.

13.07.2005 The assignment entry on the Register dated 20.09.2004 contained an
error. For the avoidance of doubt, transfer of ownership from
Sense-Sonic Limited to Tonewear Limited was by virtue of an
assignment dated 15.09.2003.

13.07.2005 The entry on the Register dated 16.12.2004 contained an error. For
the avoidance of doubt the change of proprietors name from Tonewear
Limited to Conversor Products Limited was dated 09.12.2003.

143.

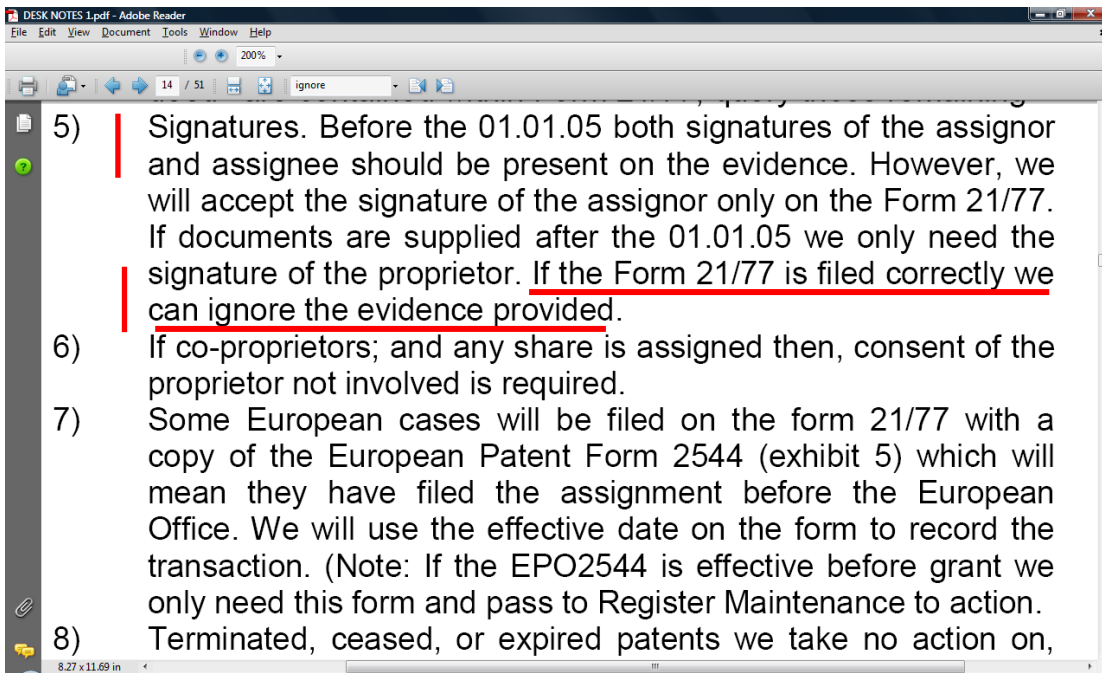




144.

2007-2009 IPO covers up the practices of ignoring & excluding filed documents:

145.



DESK NOTES 1.pdf - Adobe Reader

File Edit View Document Tools Window Help

14 / 51 ignore

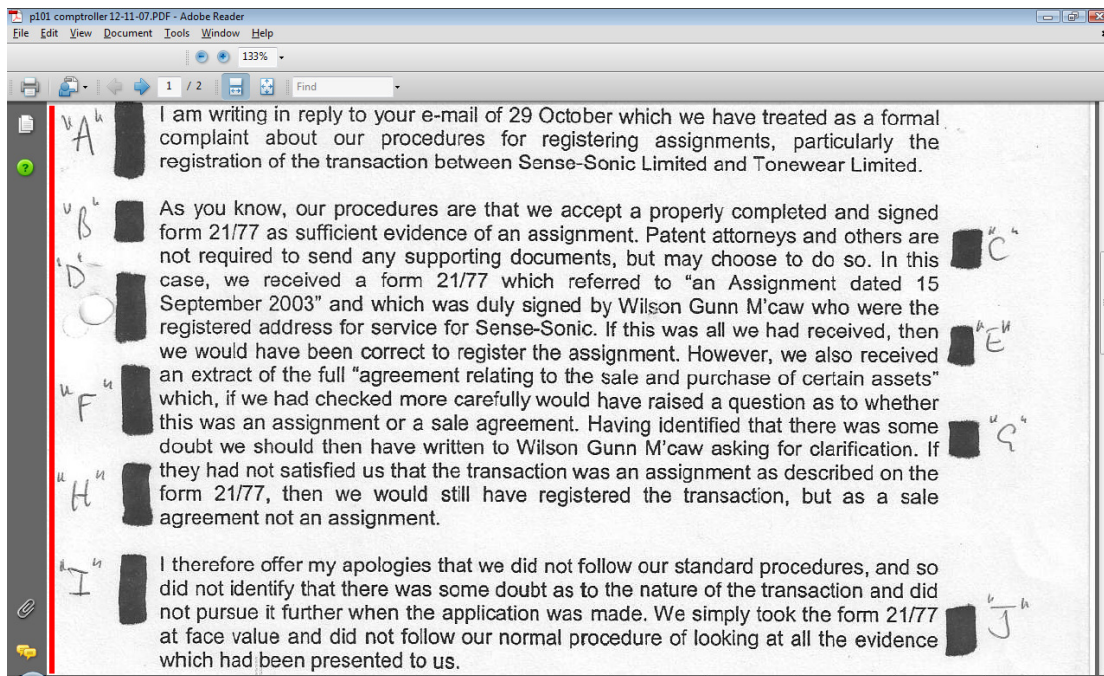
5) Signatures. Before the 01.01.05 both signatures of the assignor and assignee should be present on the evidence. However, we will accept the signature of the assignor only on the Form 21/77. If documents are supplied after the 01.01.05 we only need the signature of the proprietor. If the Form 21/77 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.

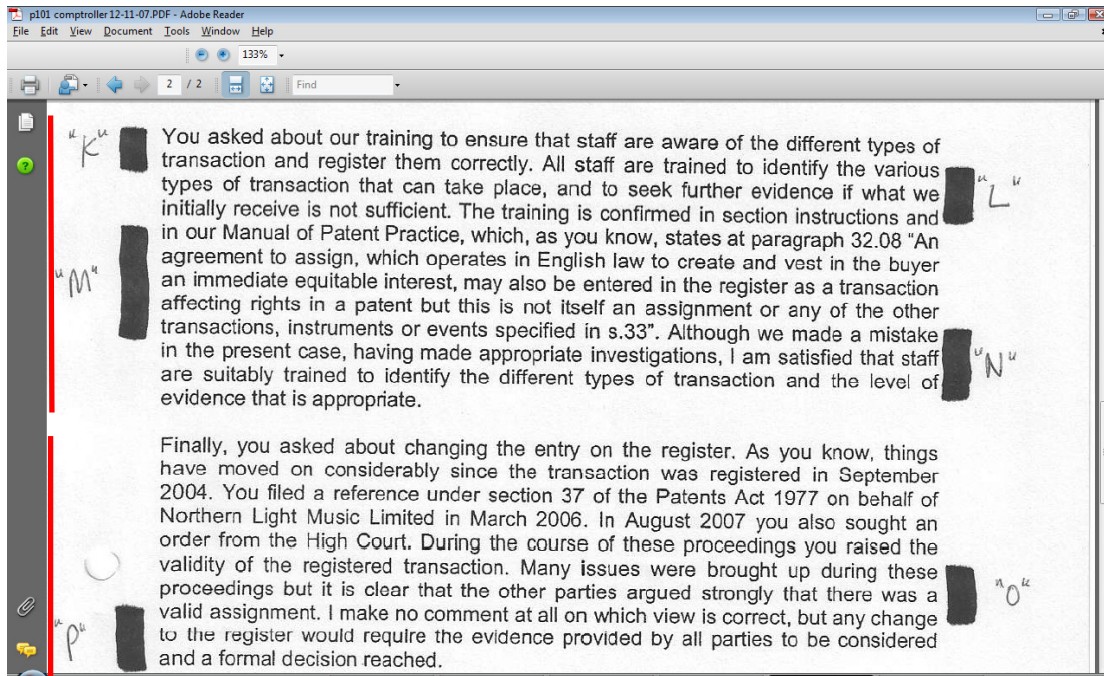
7) Some European cases will be filed on the form 21/77 with a copy of the European Patent Form 2544 (exhibit 5) which will mean they have filed the assignment before the European Office. We will use the effective date on the form to record the transaction. (Note: If the EPO2544 is effective before grant we only need this form and pass to Register Maintenance to action.

8) Terminated, ceased, or expired patents we take no action on,

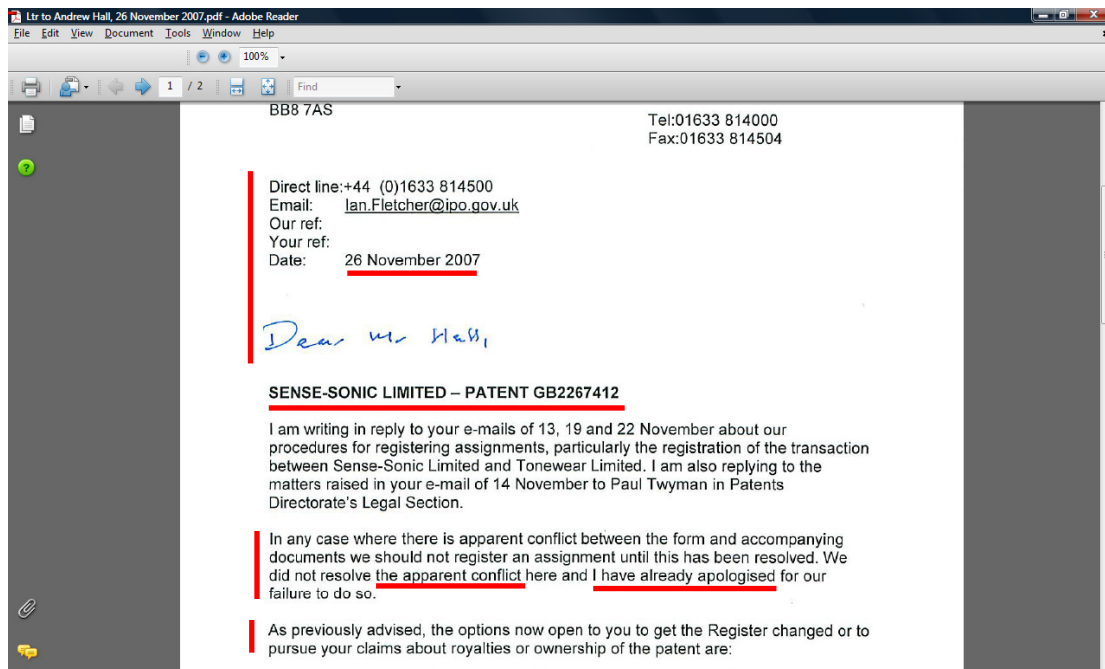
146.

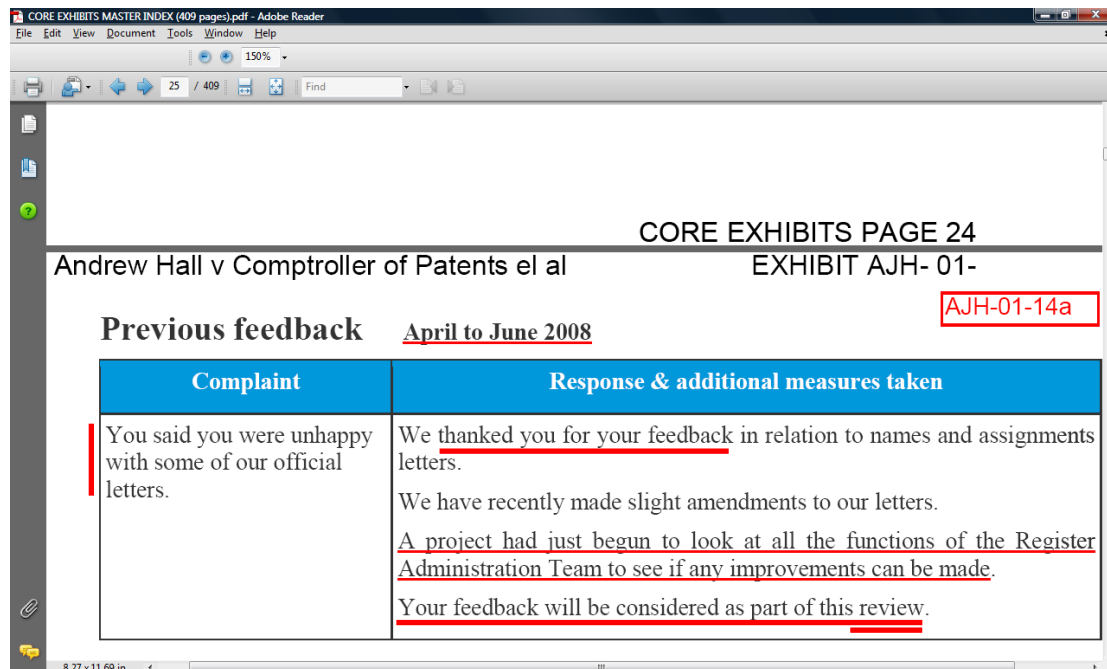


147.



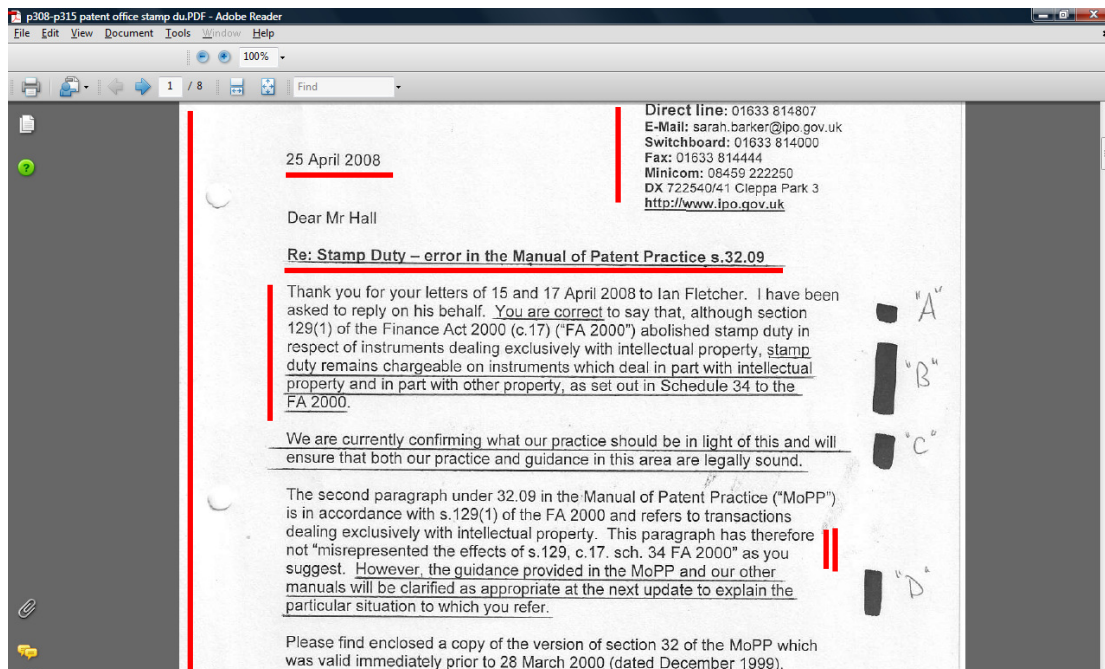
148.

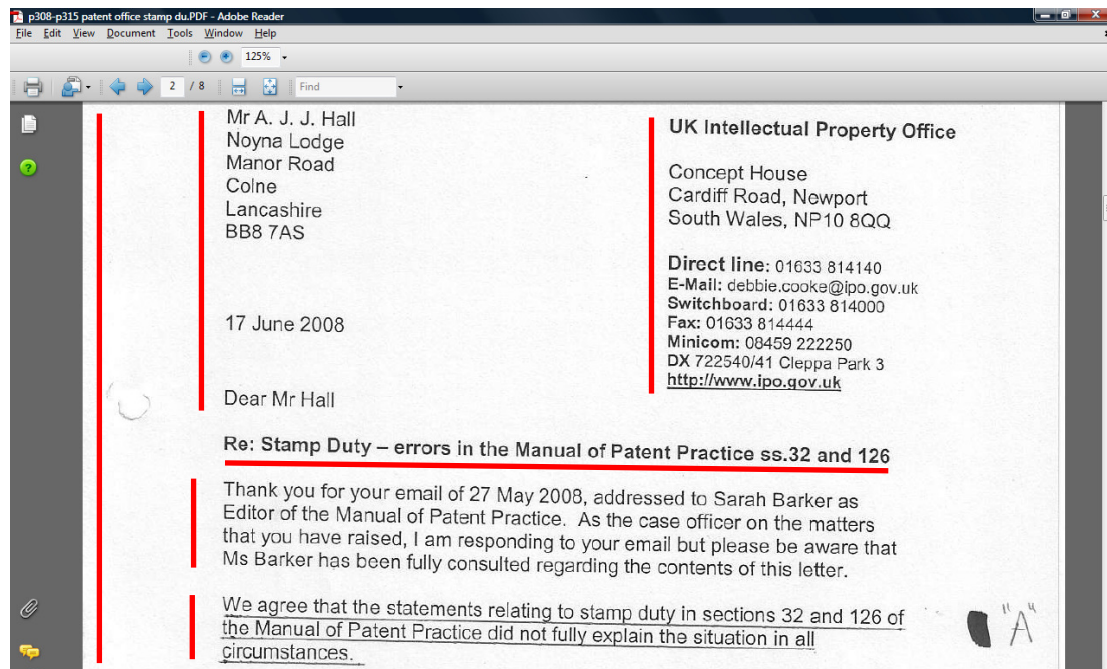


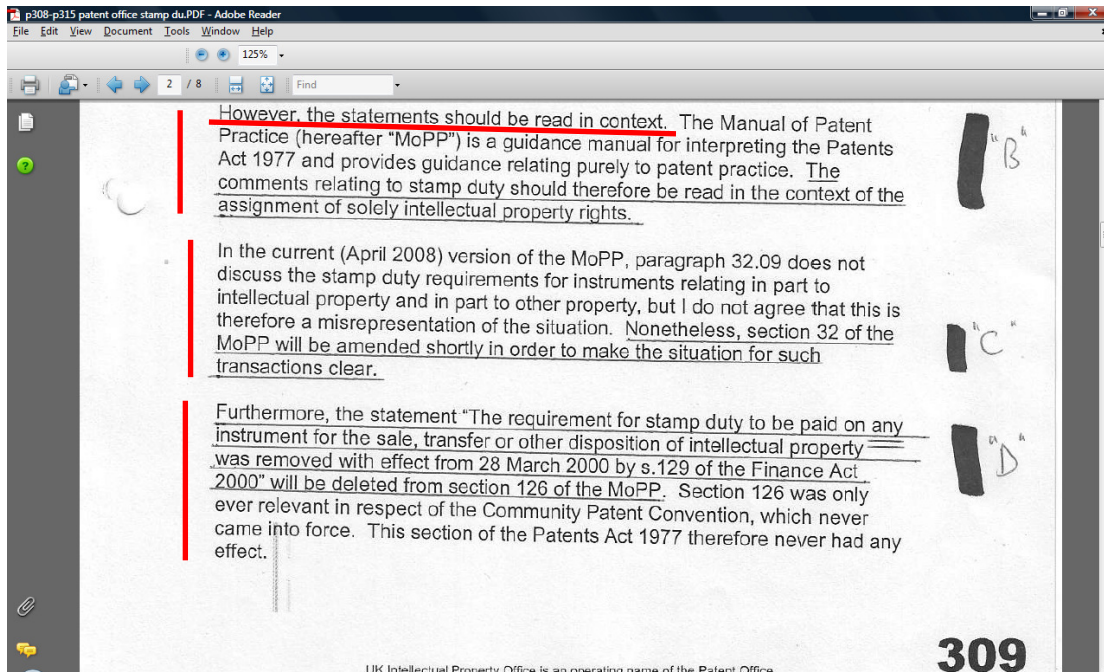


149.

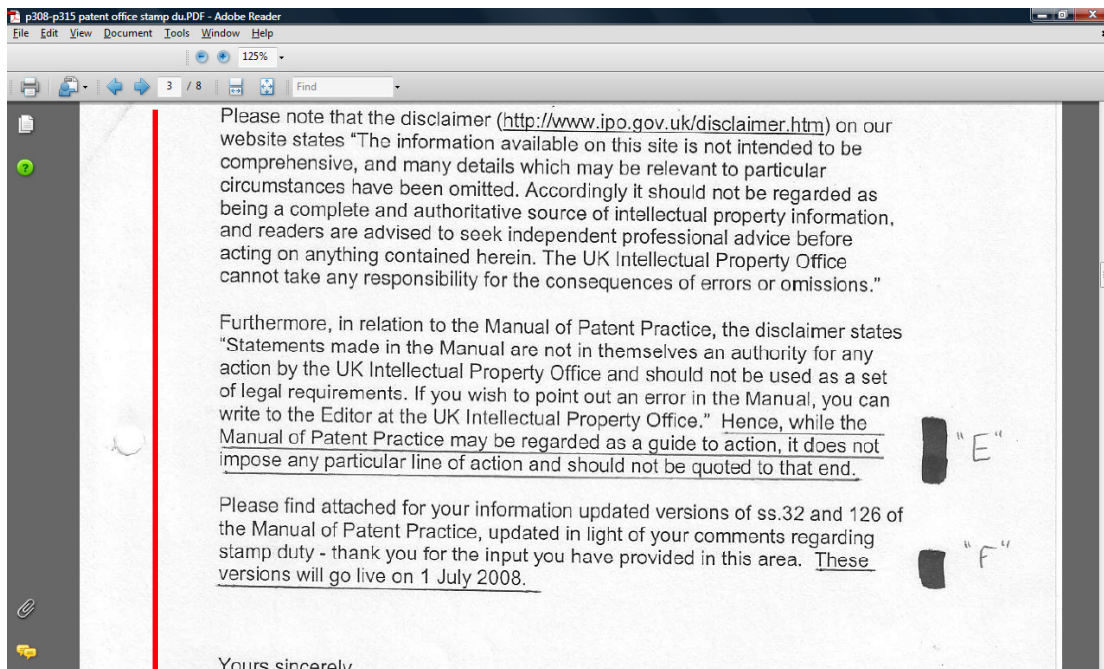
150.

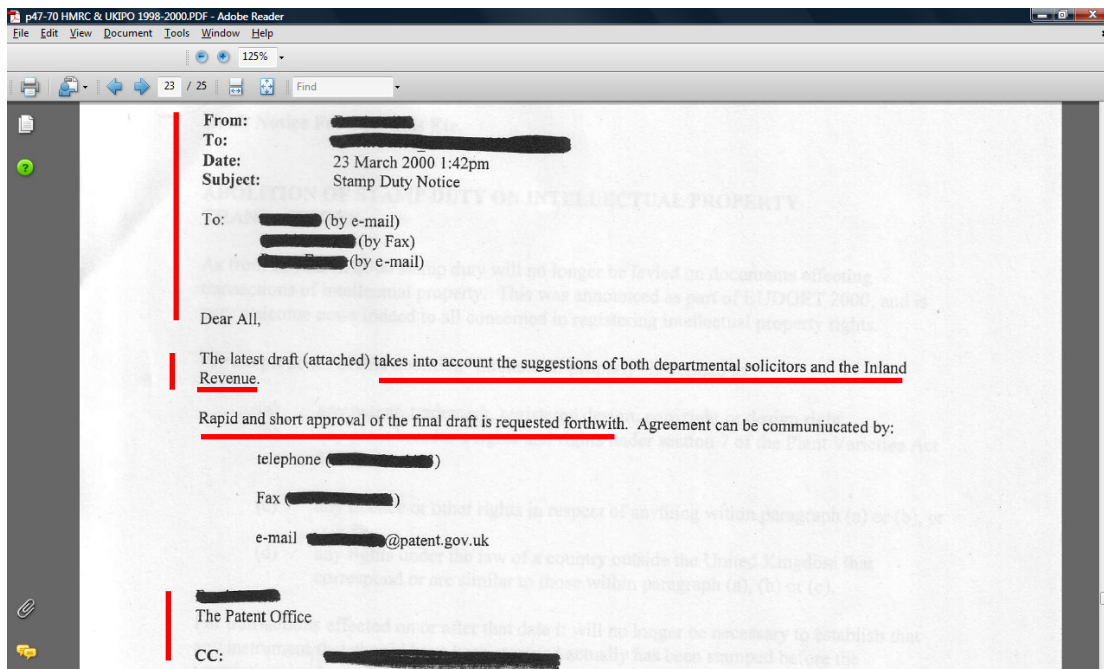






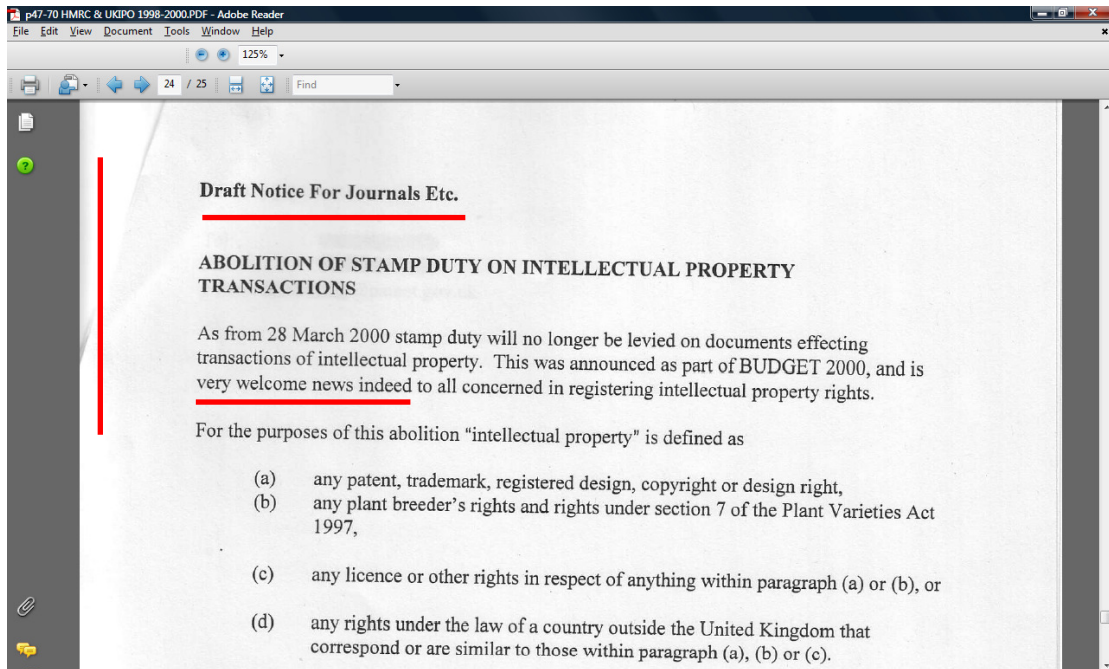
153.



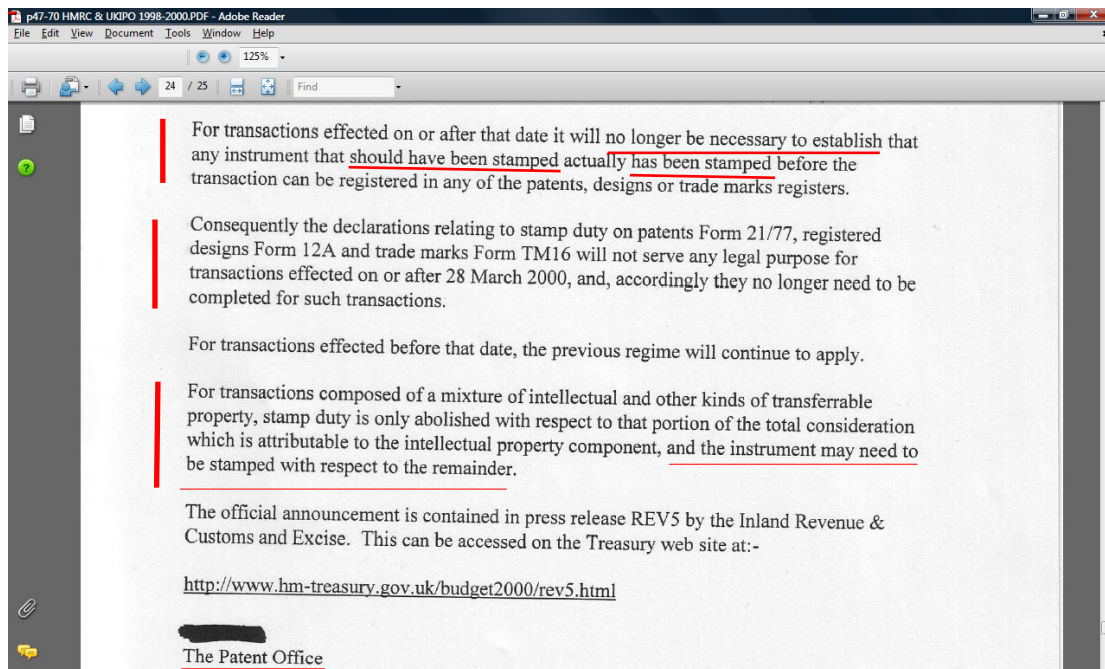


154.

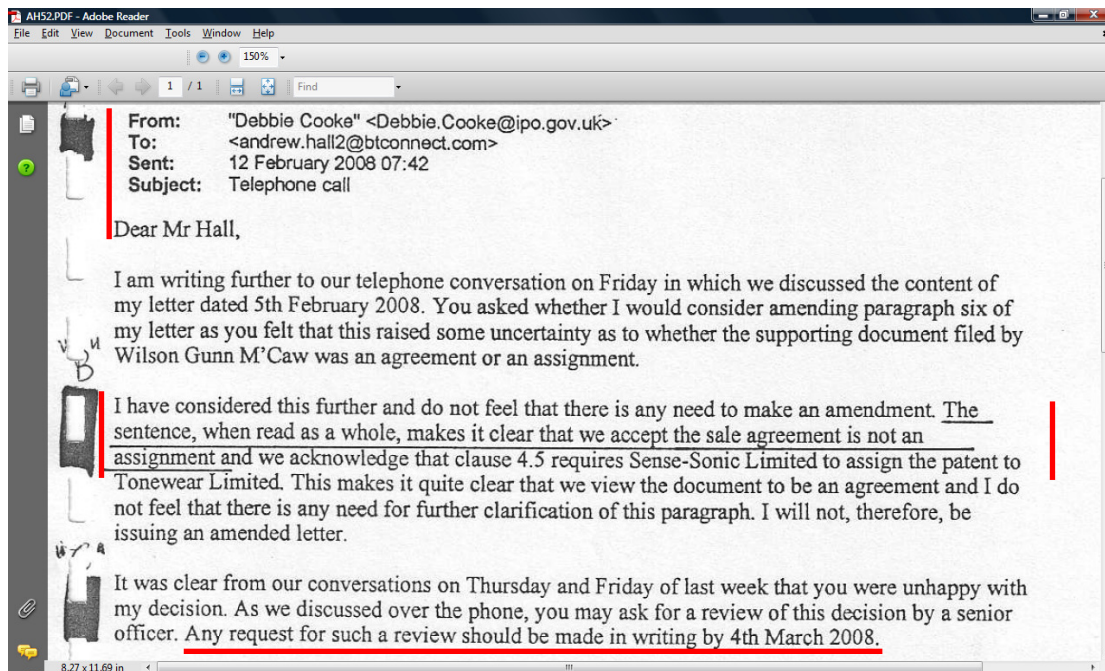
155.



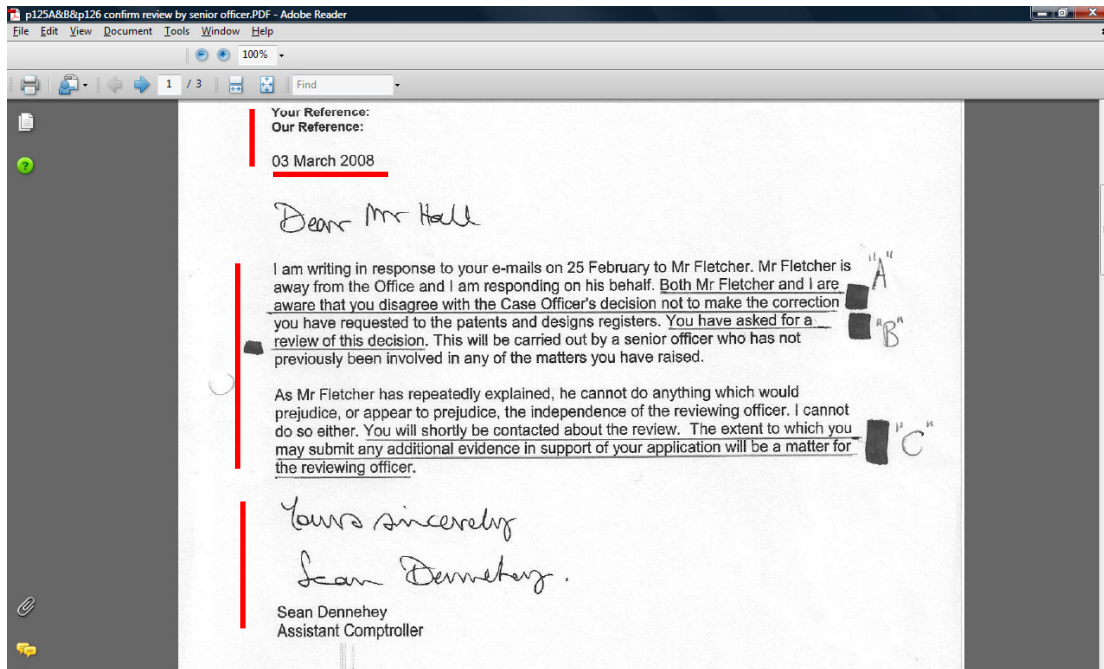
156.



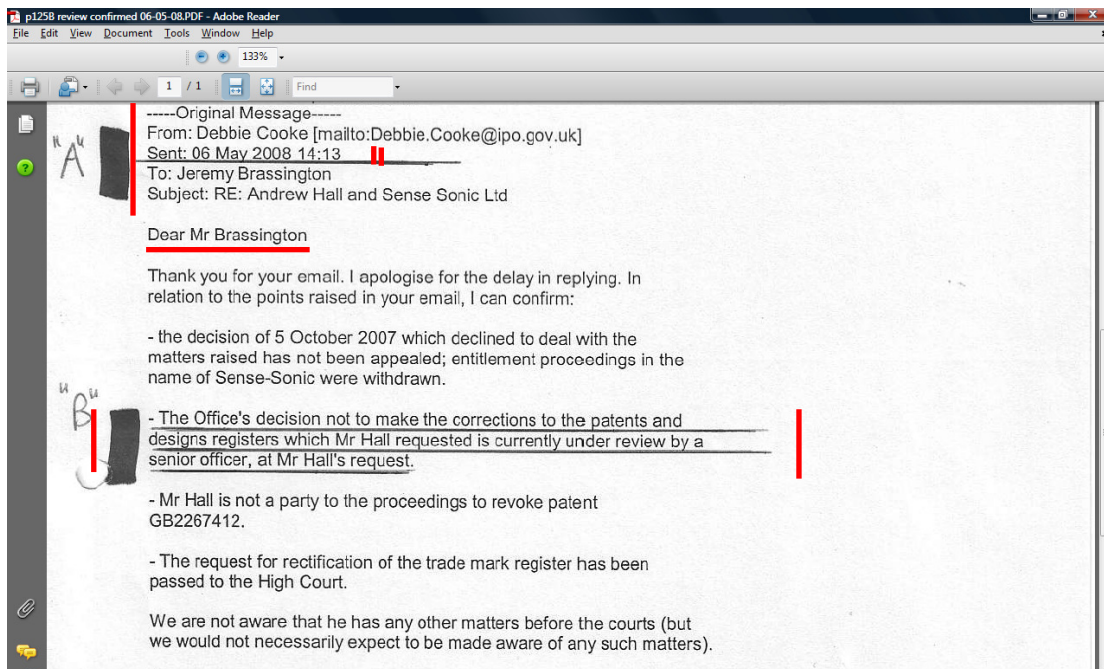
157.



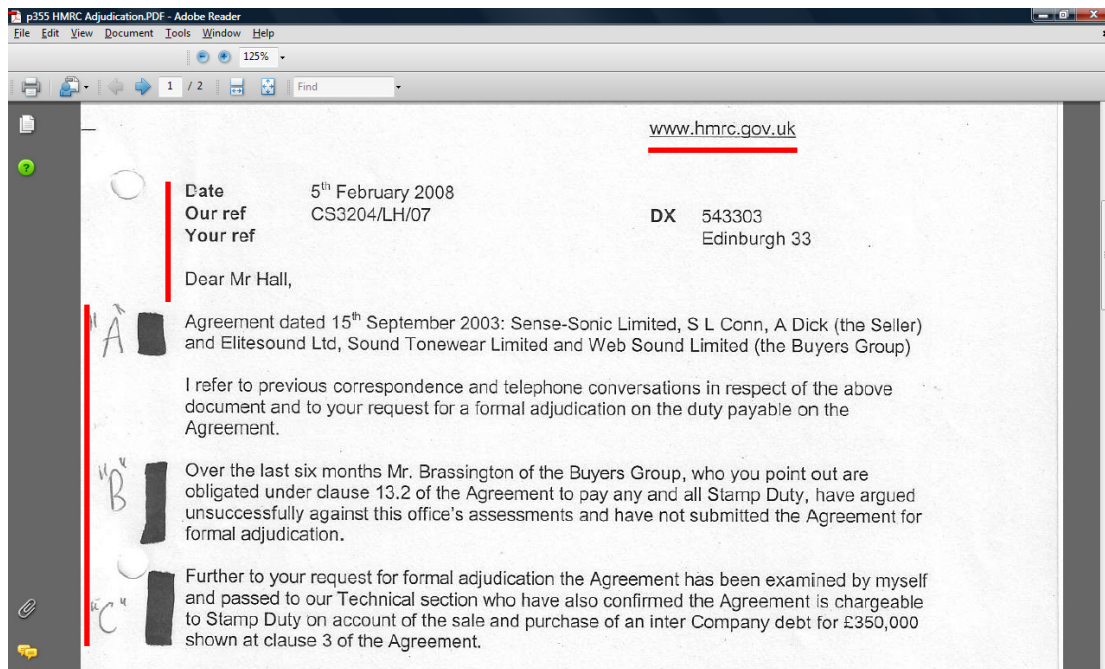
158.



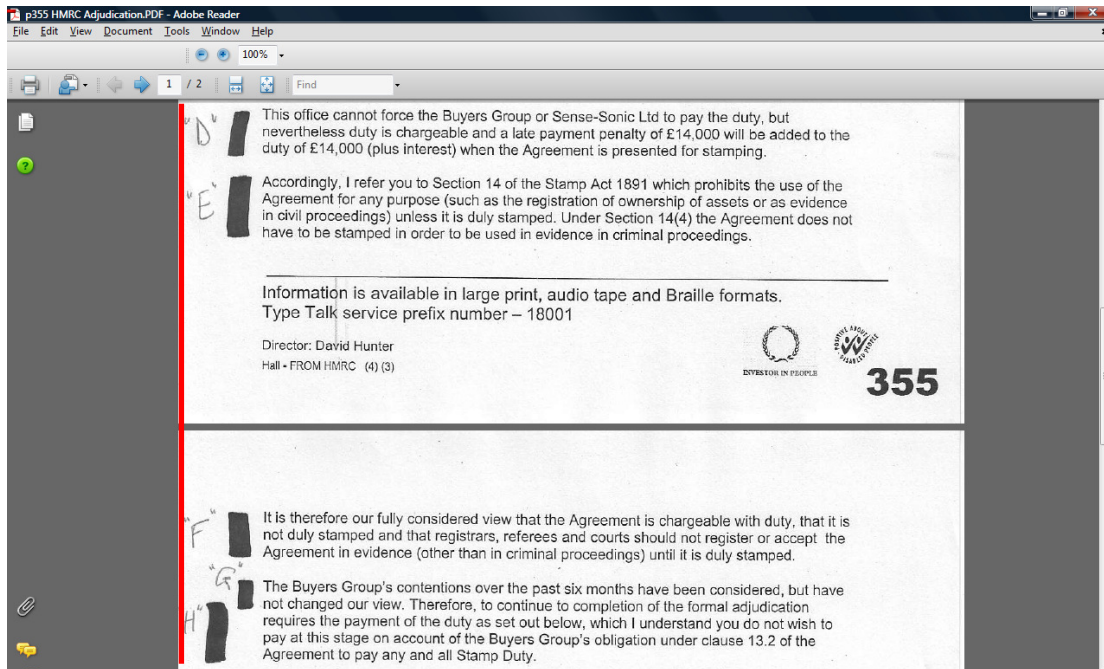
159.



160.



161.



162.

p355 HMRC Adjudication.PDF - Adobe Reader

File Edit View Document Tools Window Help

136%

2 / 2 Find

Capital Loan

"I" [REDACTED] The Buyers Group's contention that the inter Company debt is a capital loan is not accepted. Although some capital loans can be exempt from duty, the Buyers Group has not supported its contention with any evidence that the £1333558.30 debt was a capital loan.

"J" [REDACTED]

"K" [REDACTED] The information shown in the companies' financial statements for the year 2002 and 2003 and board minutes dated 19th June 2002 clearly refers to overdraft facilities and not a loan agreement.

"L" [REDACTED] The inter Company debt accounting records for Sense-Sonic Ltd and its subsidiary Leaf Technologies Ltd (the debtor) show the daily accrual of a trading debt and not a capital loan. The registered debenture dated 19th June 2002, referred to and approved in Sense-Sonic Ltd's and Galileo Innovation plc's respective board minutes dated June 2002, related to security given to the provider of Sense-Sonic Ltd's overdraft facility, Barclays Bank, by Galileo Innovation plc. Therefore, the Buyers Group's contention that the debenture was given in relation to a £1.33M capital loan from Sense-Sonic Ltd to Leaf Technologies Ltd in June 2002 is not accepted.

"M" [REDACTED]

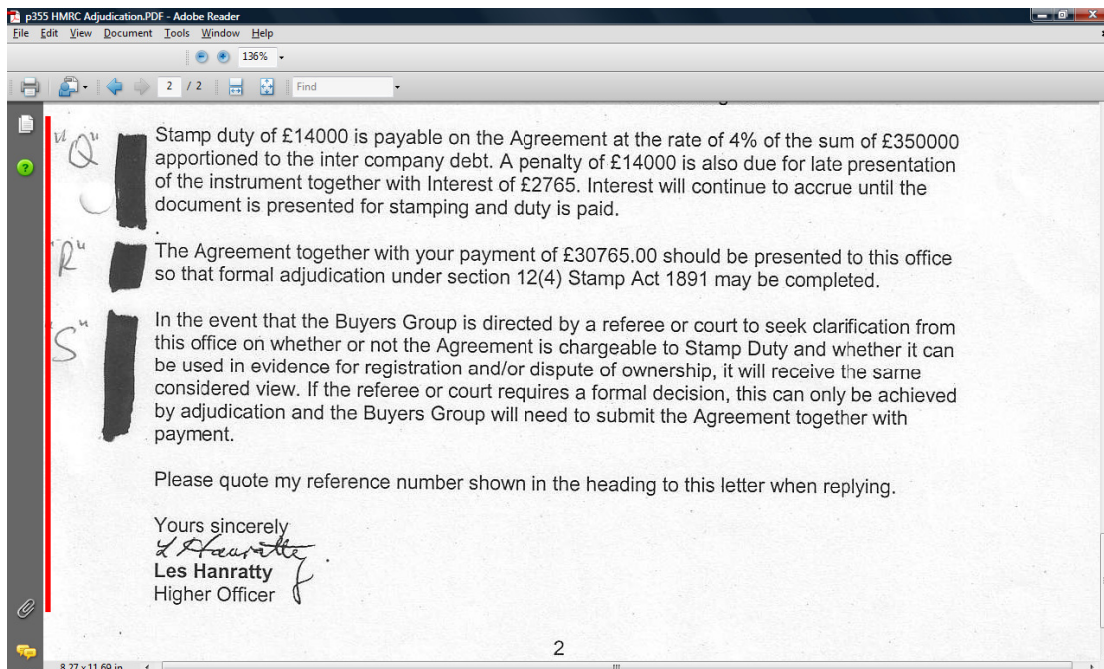
"N" [REDACTED]

"O" [REDACTED] A capital loan agreement for the £1333558.30 together with a Sense-Sonic /Leaf Limited inter Company account showing movements in such a loan would be necessary to support a claim for exemption. No such agreement has been forthcoming in support of the Buyer's Group's contention, so the view will remain that this was a trading debt.

"P" [REDACTED]

8.27 x 11.69 in

163.



p357 para19 sch13 FA1999.PDF - Adobe Reader
File Edit View Document Tools Window Help
133%
2 / 2 Find

Contracts or agreements chargeable as conveyances on sale

7 (1) A contract or agreement for the sale of—
(a) any equitable estate or interest in property, or
(b) any estate or interest in property except—

http://www.opsi.gov.uk/ACTS/acts1999/ukpga_19990016_en_25 19/09/2008 **357**

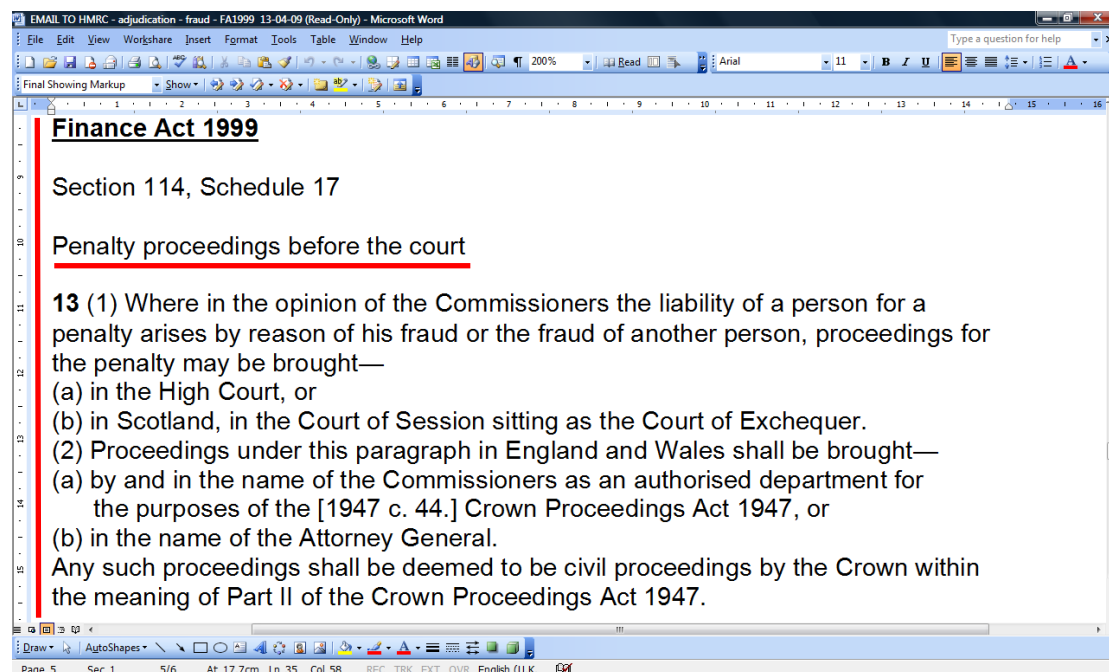
Finance Act 1999 (c. 16) Page 2 of 5

"B" CONTINUED

(i) land,
(ii) goods, wares or merchandise,
(iii) stock or marketable securities,
(iv) any ship or vessel, or a part interest, share or property of or in any ship or vessel,
or
(v) property of any description situated outside the United Kingdom,
is chargeable with the same *ad valorem* duty, to be paid by the purchaser, as if it were an
actual conveyance on sale of the estate, interest or property contracted or agreed to be
sold.

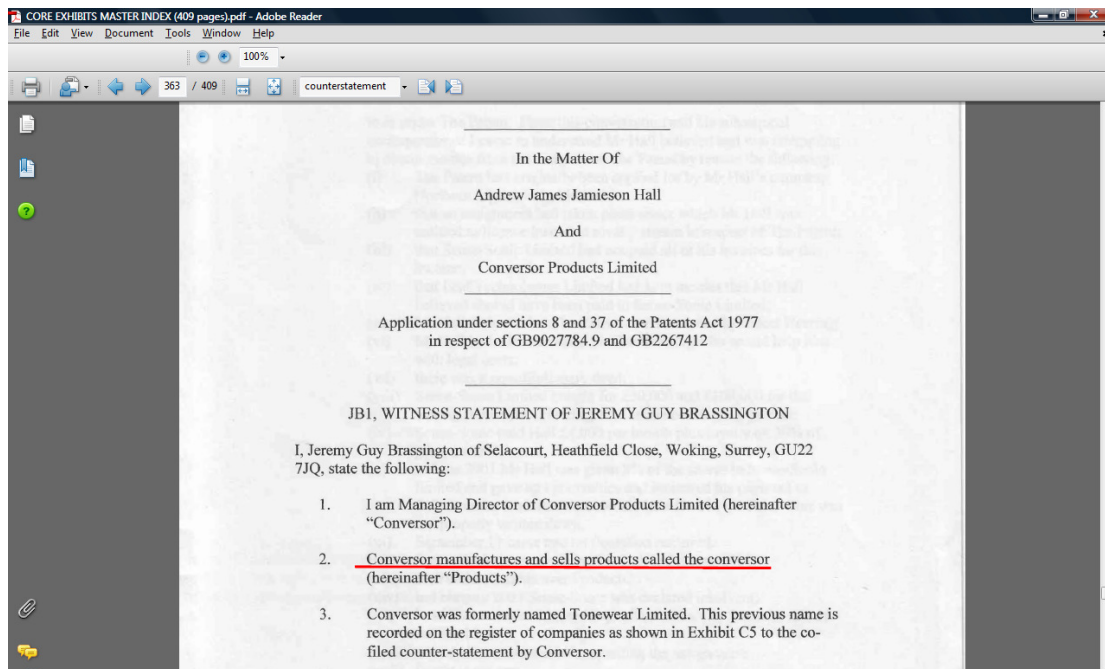
(2) Where the purchaser has paid *ad valorem* duty and before having obtained a conveyance or

164.



165.

166.



167.

CORE EXHIBITS MASTER INDEX (409 pages).pdf - Adobe Reader

File Edit View Document Tools Window Help

364 / 409 counterstatement

In the Matter Of

Northern Light Music Ltd
(the Claimant)

And

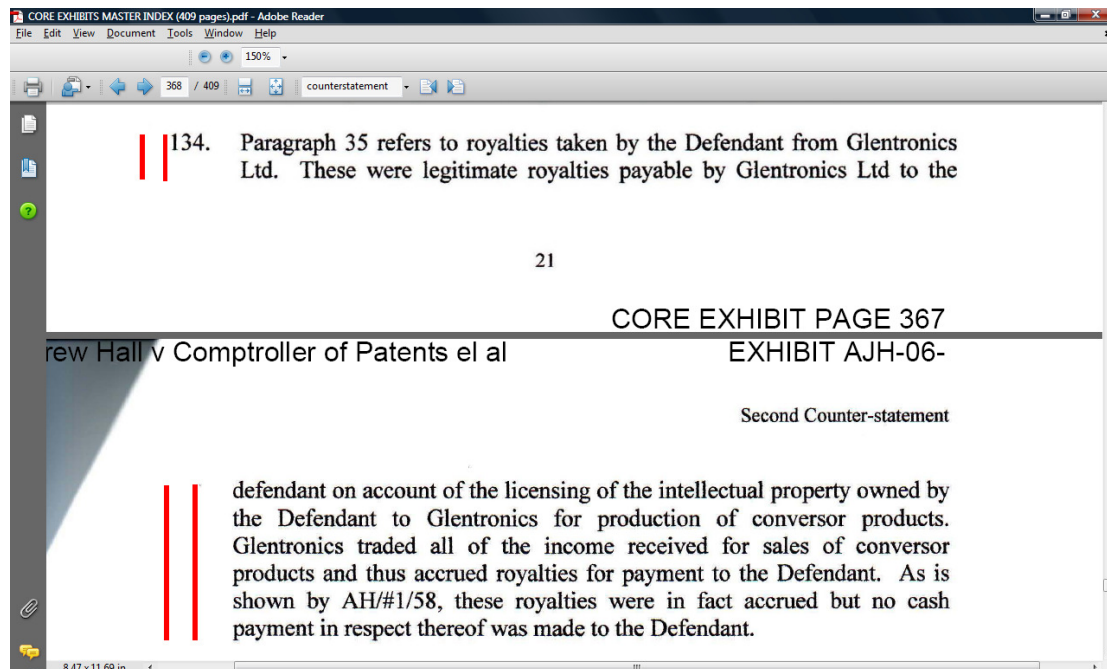
Conversor Products Limited
(the Defendant)

Application under section 37 of the Patents Act 1977
in respect of GB9027784.9 and GB2267412

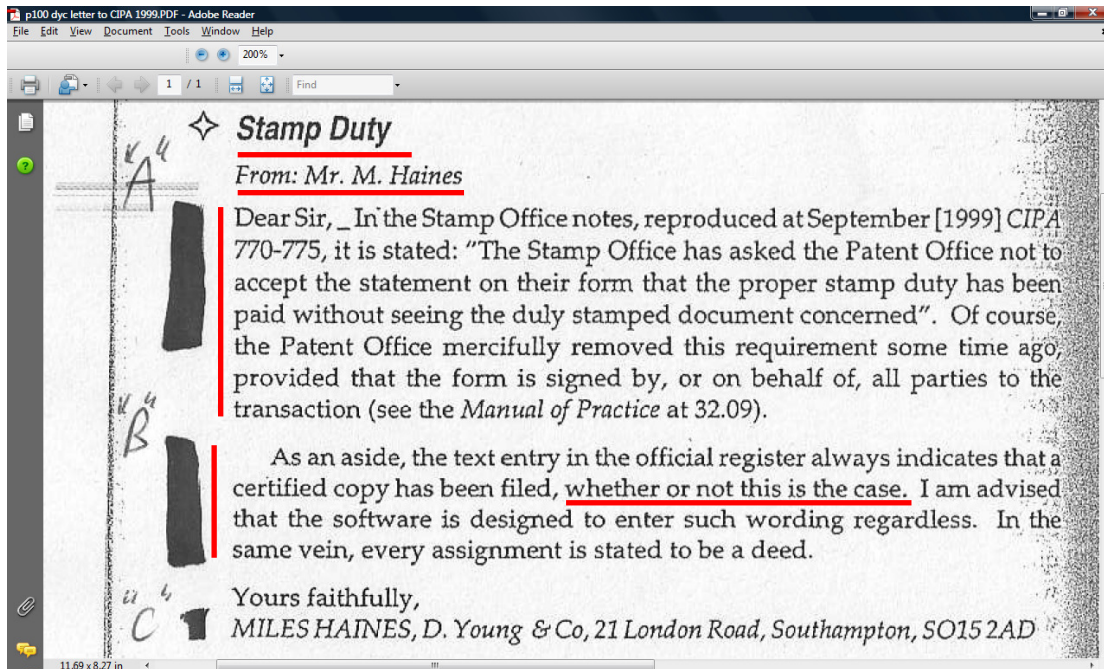
JB2. WITNESS STATEMENT OF JEREMY GUY BRASSINGTON

I, Jeremy Guy Brassington of Selacourt, Heathfield Close, Woking, Surrey, GU22 7JQ, state the following:

1. I am Managing Director of Conversor Products Limited (hereinafter "The Defendant").
2. The Defendant derives income from manufacture and sale of products called the conversor (hereinafter "Products"). This is a correction with respect to my earlier witness statement JB2. The Defendant's letter of 22 August 2006 (exhibited hereto as JB3) clearly identified and corrected this error as soon as it was pointed out to the Defendant. This corrected witness statement is being made at the first point in these proceedings at which the Defendant has an opportunity for formal submissions after noticing the error in the earlier witness statement JB1.



169.



CORE EXHIBITS MASTER INDEX (409 pages).pdf - Adobe Reader

File Edit View Document Tools Window Help

133%

25 / 409

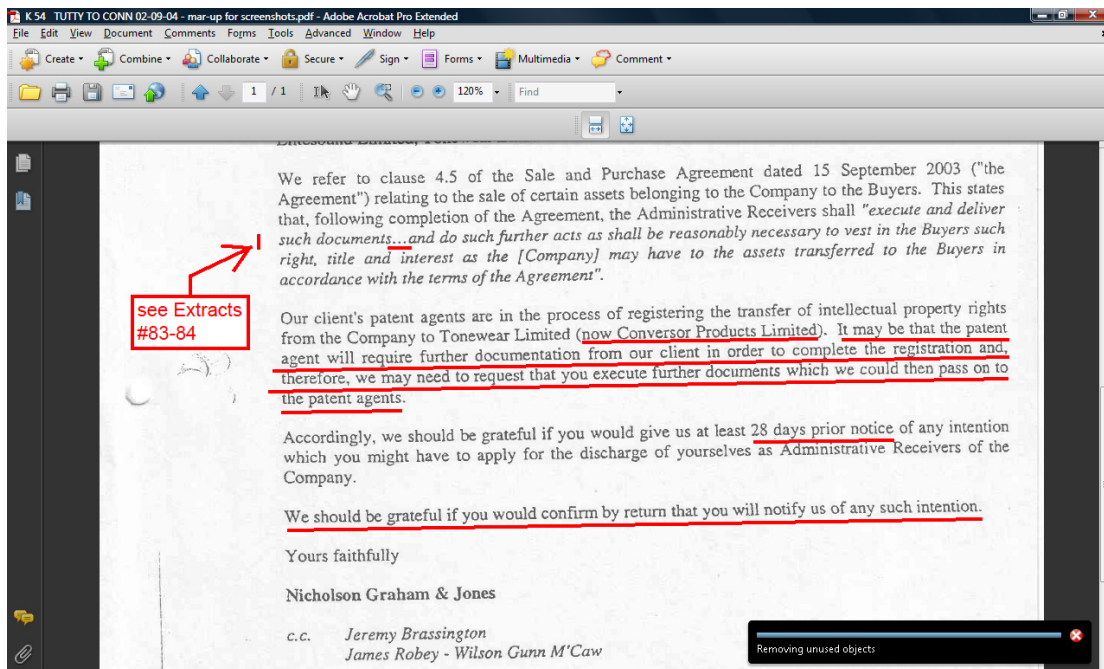
complaint

Previous feedback October to December 2006 AJH-01-14c

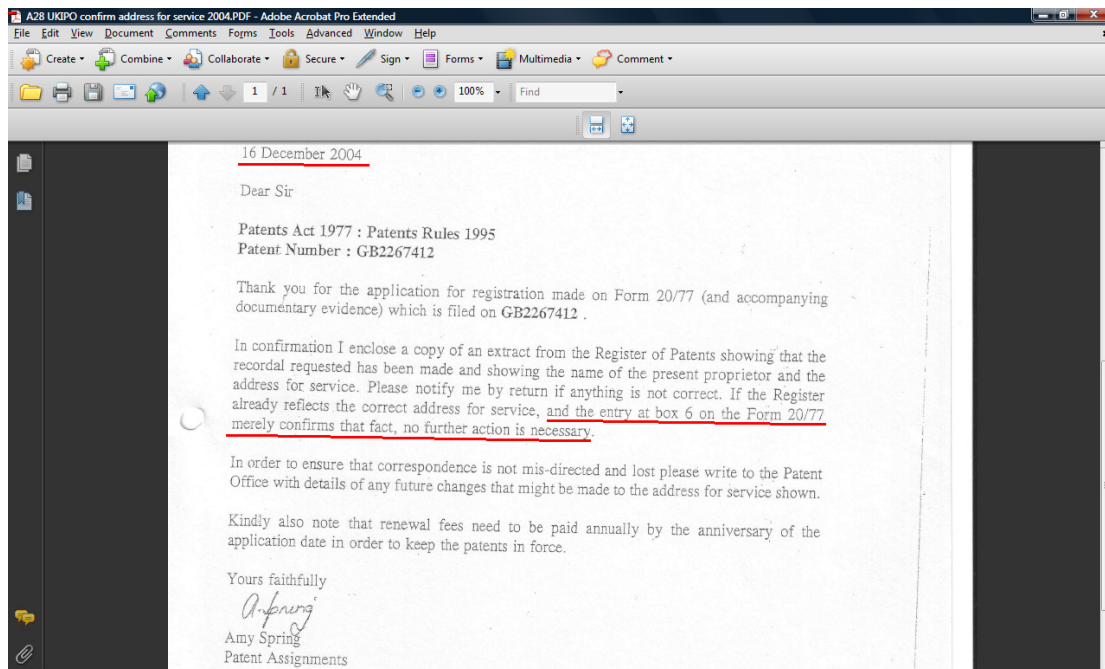
Complaint	Response & additional measures taken
<p>A customer had contacted the Office to request a copy of a licence <u>filed</u> on GB Patent 2201548.</p> <p>The Register entry and previous <u>correspondence to the proprietors</u> indicated that we had a copy of this licence which led the customer to complain when we were unable to provide the relevant documents.</p>	<p>The original licence request had been processed correctly without a copy of the licence when it was recorded in 1996.</p> <p>However, at the time, <u>standard Register entries</u> and <u>confirmation letters</u> were issued <u>which made reference to copies of the licence being filed with the application</u>.</p> <p>This was not the case for this patent <u>and many others</u> and our <u>practices and standard Register entries</u> and <u>letters</u> were <u>changed in 1999</u> to reflect this.</p> <p>An <u>amended Register entry</u> will now be added to this particular patent <u>to remove the reference to a certified copy of the licence</u>.</p> <p><u>Changes were made in 1999</u> to reflect whether <u>registrable transactions</u> are <u>accepted on the information filed on the form 21/77</u> or whether <u>additional documentation</u> has been necessary.</p> <p>No further additional measures taken.</p>

170.

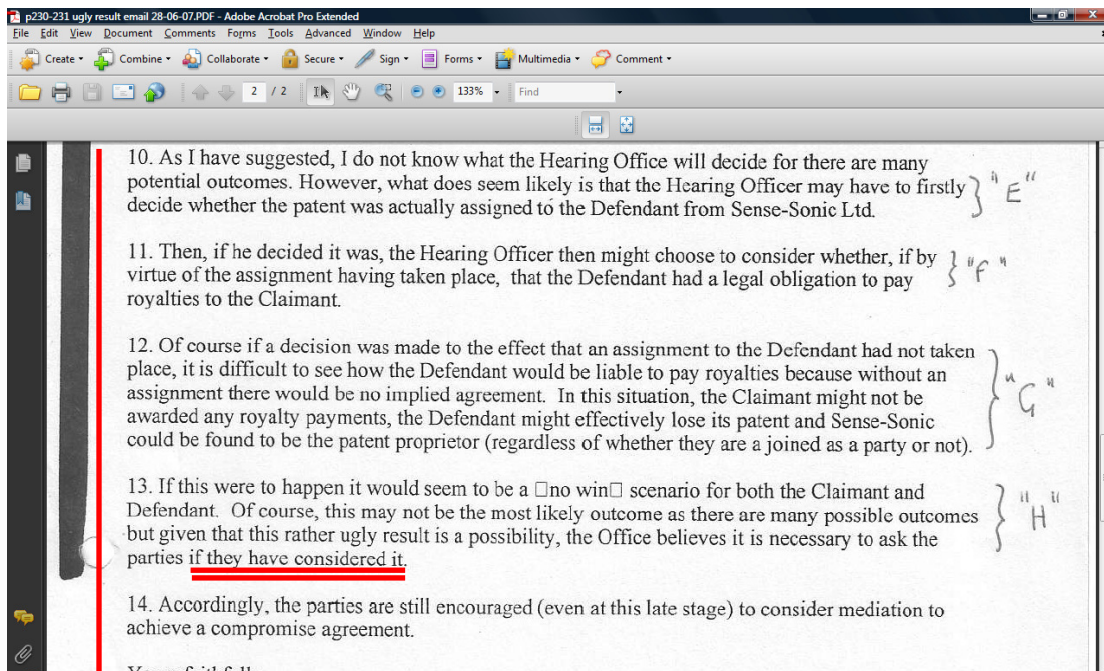
171.



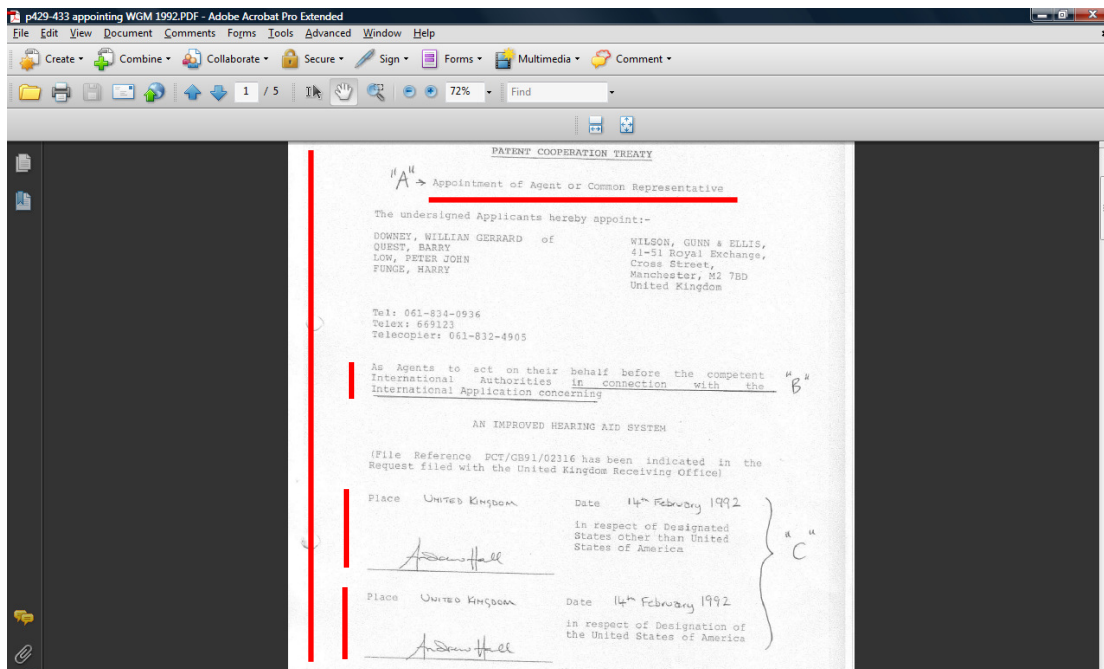
172.



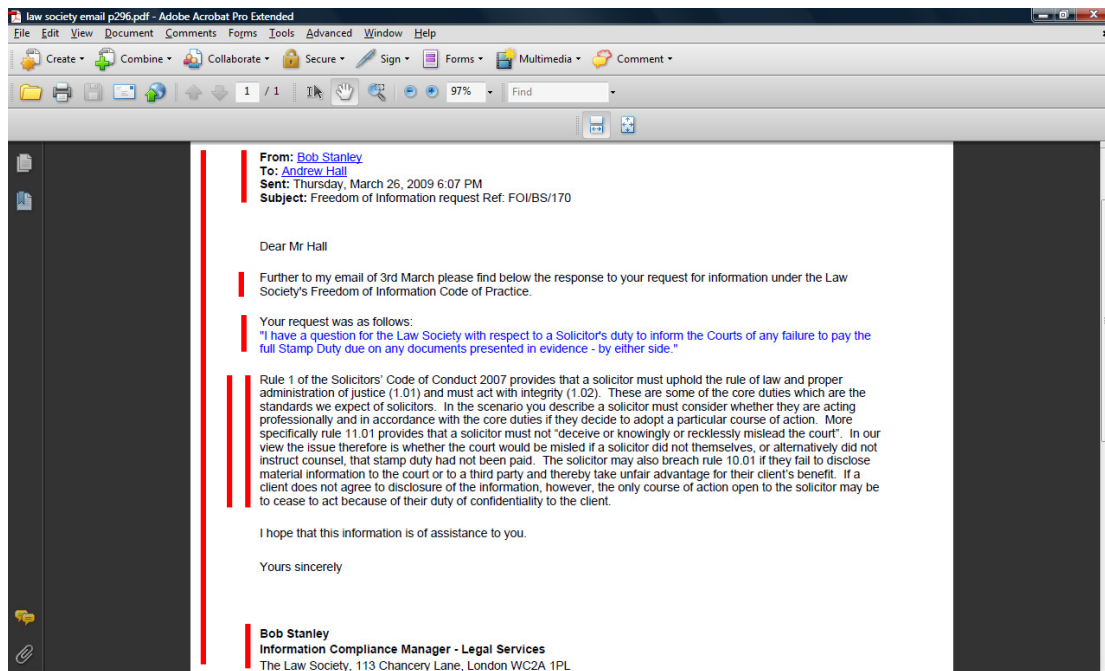
173.



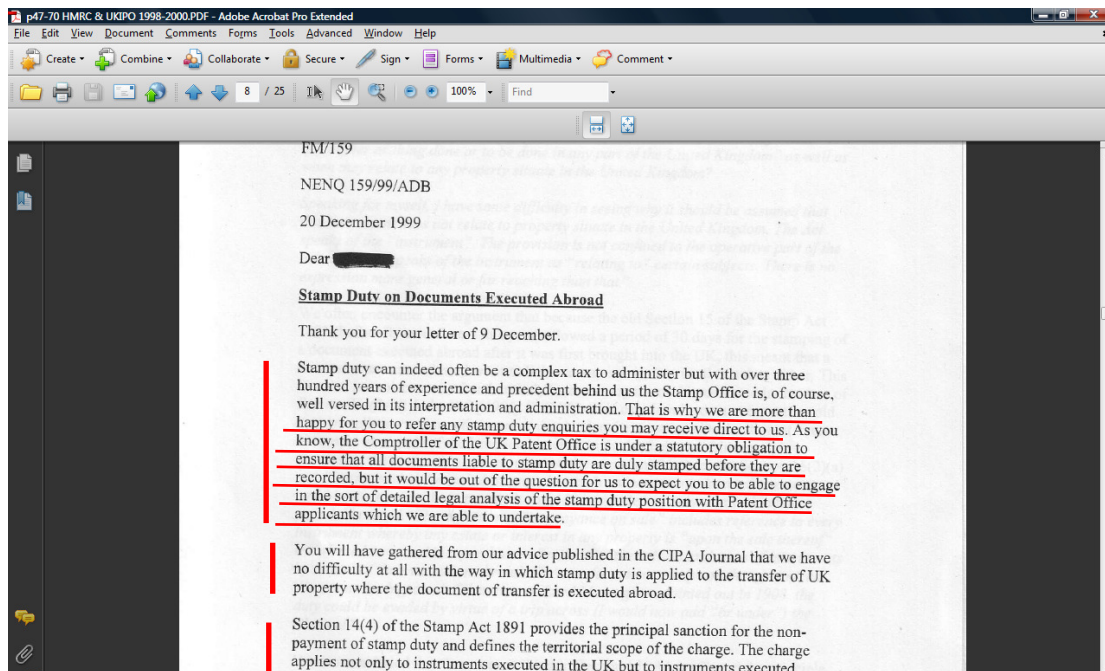
174.



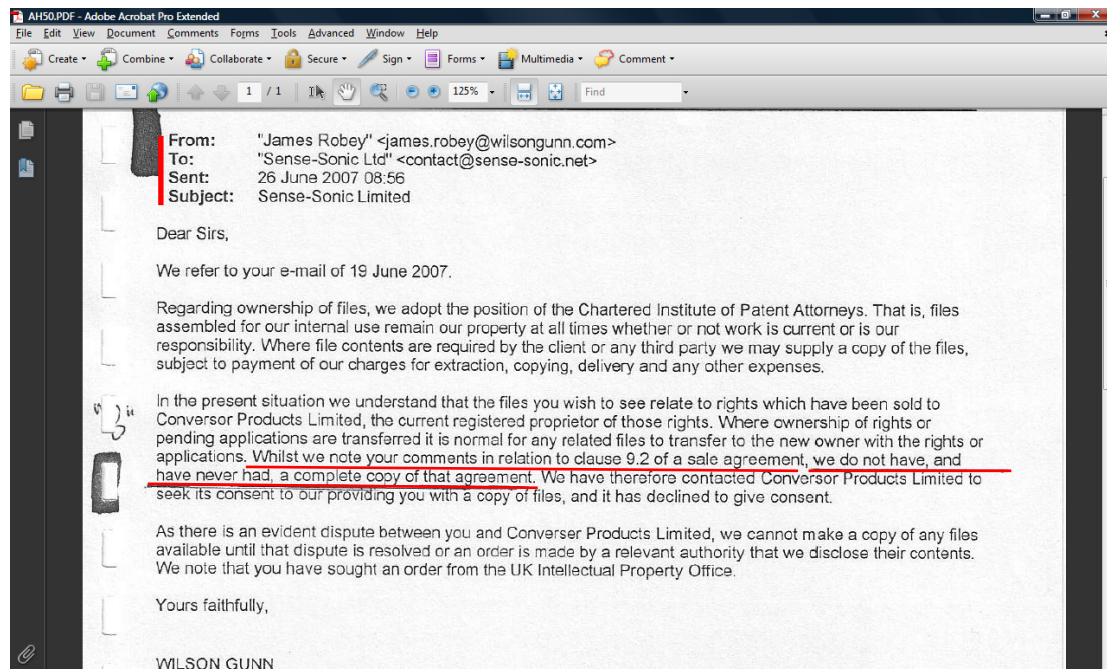
175.



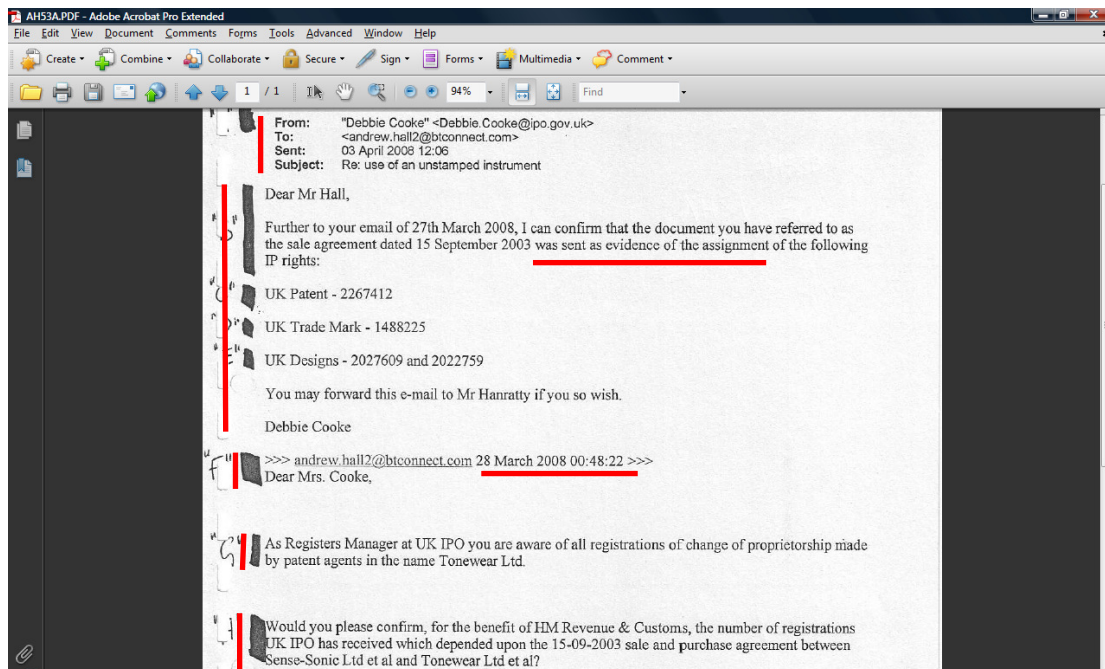
176.



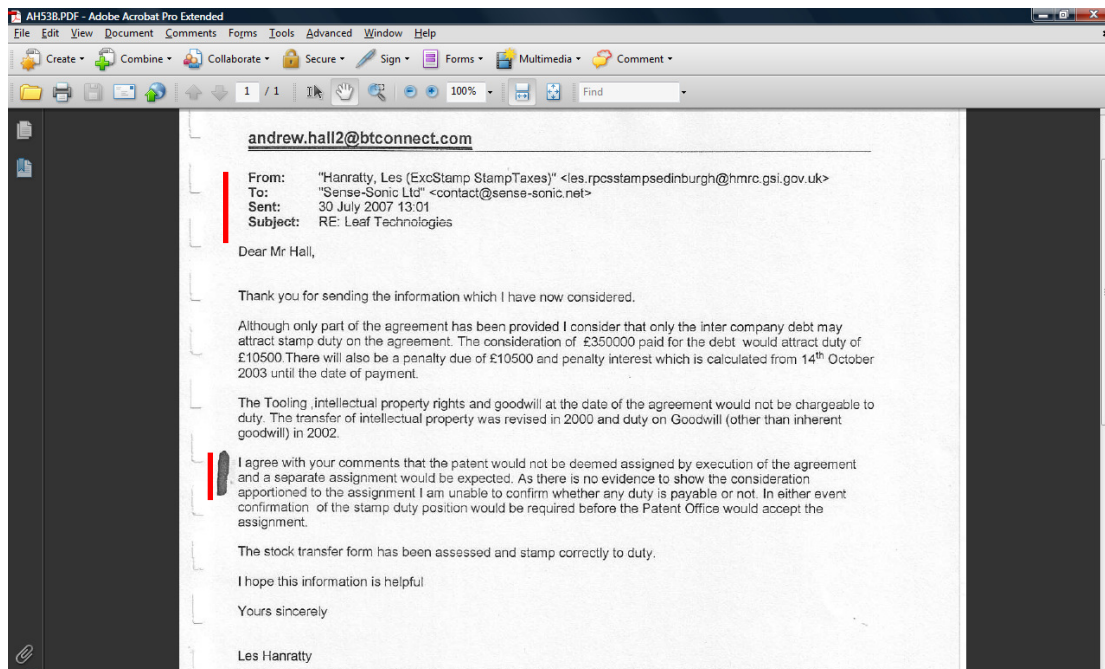
177.



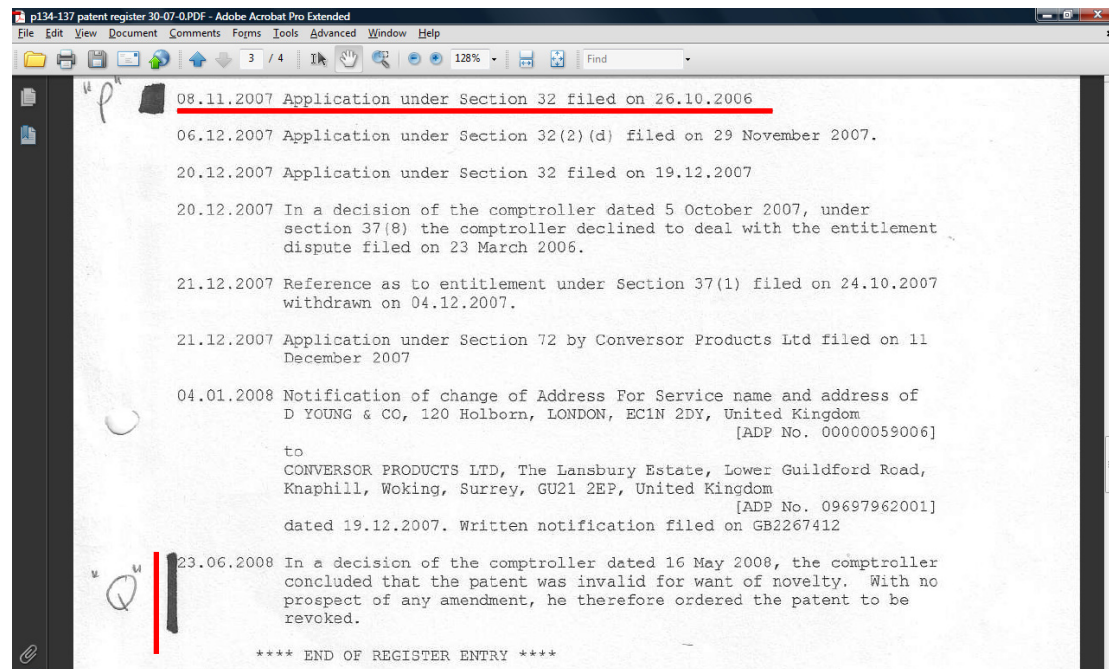
179.



180.



181.



182.

