

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

THIS DEED OF ASSIGNMENT is made on

18th day of

DECEMBER 2006

BETWEEN:

- 1 **MOLINS PLC** registered in England and Wales with company number 00126855 whose registered office is at 11 Tanners Drive, Blakelands, Milton Keynes MK14 5LU ("**Assignor**")
- 2 **HAYSEN EUROPE LIMITED** incorporated and registered in England and Wales with company number 3355002 whose registered office is at Roman Way, Fison Way Industrial Estate, Thetford, Norfolk IP24 1XB (("**Assignee**")

("this Assignment")

WHEREAS

- A The Assignor is the owner of certain intellectual property rights defined below and has been running one of its businesses using the same.
- B By an asset purchase agreement dated 28 November 2006 (the "Agreement"), the Assignor has agreed to sell and the Assignee has agreed to buy the business referred to therein and the Assignor has agreed to transfer all its rights, title and interest in and to the Intellectual Property Rights relating to such business to the Assignee on the terms and conditions set out in this Assignment.

IT IS AGREED AS FOLLOWS:

1 **Definitions**

1.1 In this Assignment, the following expressions shall have the following meanings:

"Affiliate" any other company from time to time which is a subsidiary of, a holding company of, or another subsidiary of a holding company of, Assignor where the expressions "holding company" and "subsidiary" shall have the meanings respectively ascribed to them by sections 736 and 736A of the Companies Act 1985;

"Business" the business of which forms the Sandiacre/Rose Forgrove division of Assignor which is engaged in the design, assembly, sale installation and servicing of new and used vertical and horizontal form/fill/seal machinery and spare parts for the food and packaging industries worldwide carried on by Assignor on the date hereof;

"Business Intellectual Property Rights" has the same meaning as given to it in the Agreement and which shall also for the avoidance of doubt include the following:

- a) the Trade Marks;
- b) the Patents;
- c) the Name; and
- d) the Logo.

"Completion" has the same meaning as given to it in the

"Date"	Agreement;
"Intellectual Property Rights"	has the same meaning as given to it in the Agreement;
"Logo"	any logo or device which prior to the Completion Date is owned or used by Assignor solely and exclusively for, or in connection with the Business, and shall include without limitation the Trade Marks;
"Name"	Sandiacre, Sandiacre Packaging Machinery and Rose Forgrove or any name including those words or any colourable imitation of this either individually or as a group together with any common law rights and goodwill attaching to such names;
"Patents"	the patents listed in Schedule 1;
"Trade Marks"	the trade marks listed in Schedule 2 together with any common law rights and goodwill attaching thereto.

1.2 In this Assignment:

- 1.2.1 the headings to clauses are inserted for convenience only and shall not affect the interpretation or construction of this Agreement;
- 1.2.2 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral and references to persons shall include an individual, company, corporation, firm or partnership; and
- 1.2.3 references to Clauses and the Schedule are to clauses of and the schedule to this Agreement.

2 **Assignment**

2.1 The Assignor hereby assigns absolutely with full title guarantee to the Assignee, free from any liens charges and encumbrances, all its Business Intellectual Property Rights for the full term of such rights and all renewals and extensions, together with all accrued causes of action to hold the same as sole legal and beneficial owner absolutely including without limitation where such assignment relates to the Patents, the right to be entitled absolutely to any patent granted pursuant to any of the applications comprised in the Patents together with the right to apply for, prosecute and obtain patent or similar protection in the UK and all other countries of the world for an invention embodied by any of the applications comprised in the Patents, including the right to claim priority from such applications.

3 **Undertakings**

3.1 Assignor hereby undertakes to Assignee that:

- 3.1.1 Assignor and its Affiliates shall not, directly or indirectly through any other person, without the prior written consent of Assignee use or apply for registration of a Trade Mark or any trade marks or domain names identical or similar to or so nearly resembling the Trade Marks,

the Name or the Logo so as to be likely to deceive or cause confusion;

- 3.1.2 Assignor and its Affiliates shall not, directly or indirectly through any other person, without the prior written consent of Assignee adopt or use any trade name, trade mark, symbol or device which incorporates or is confusingly similar to or is a simulation or colourable imitation of the Trade Marks, the Name or the Logo or which unfairly competes with the Trade Marks, the Name or the Logo;

4 **Further Action**

- 4.1 Subject to the other provisions of this Assignment, Assignor (at the Assignee's expense) shall promptly execute and deliver (or procure execution and delivery of) all such documents (which shall be in such form as is reasonably acceptable to the Assignor's solicitors), and do (or procure the doing of) all such things, as the Assignee may from time to time reasonably require (at the Assignee's expense) for the purpose of ensuring that the Assignee (or its nominee) obtains absolute legal and beneficial ownership of the Business Intellectual Property Rights.

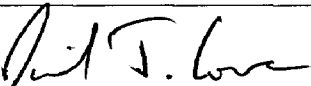
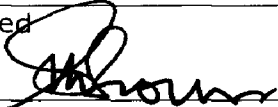

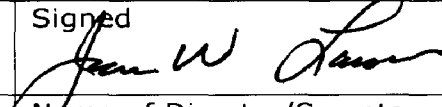
5 **General**

- 5.1 Save as expressly provided herein, this Assignment shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the parties hereto preceding the date of this Assignment and in any way relating to the subject matter of this Assignment and to the exclusion of any representations not expressly stated herein save for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each of the parties acknowledge that it has not entered into this Assignment based on any representation that is not expressly incorporated into this Assignment or the Agreement. In the event of any conflict between this Assignment and the Agreement then the terms of the Agreement shall prevail.
- 5.2 This Assignment constitutes the whole agreement and understanding of the parties as to the subject matter hereof and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to herein.
- 5.3 No failure or delay by either party in exercising any right under this Assignment shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish that party's rights under this Assignment.
- 5.4 If any Clause or other provision in this Assignment shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other Clause or provision or part of any Clause or provision, all of which shall remain in full force and effect.
- 5.5 Nothing in this Assignment shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between the parties.
- 5.6 The parties intend that any person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce

any term of this Assignment.

- 5.7 This Assignment may be executed in any number of counterparts, each of which taken together shall constitute one and the same instrument. Each party to this Assignment may enter into this Assignment by signing any such counterpart.
- 5.8 This Assignment shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

AS WITNESS WHEREOF this Assignment has been signed as a deed and delivered the day and year first before written


Executed and delivered as a deed by Assignor	Executed and delivered as a deed by Assignee
Signed 	Signed 
Name of Director (Print) <u>05 COWEN</u>	Name of Director (Print) <u>S.N. BROWN.</u>
Signed 	Signed 
Name of Director/Secretary <u>JON MESSENT</u>	Name of Director/Secretary <u>James W Lawson</u>
Date <u>15 DECEMBER 2006</u>	Date <u>December 11, 2006</u>

State of Missouri
County of St. Louis

On this 11th day of December in the year 2006, before me, the undersigned notary public, personally appeared James W. Lawson, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set me hand and official seal.

[SEAL]


 Notary Public
 My Commission Expires: Jun 9, 2007

Schedule 1

The Patents

	Country	Patent no.	Filed	Status	Inventor
Vertical form fill and seal Packaging machines (Belt Stripper)					
1	USA	6,006,503	29/03/1996	Granted	Clive Davison, Malcolm Charles Kerry, David Robert Seaward
Vertical form, fill and seal machine (Rotary Stripper)					
2	Australia	734002	23/03/1998	Granted	Ivan Yehudi Hirsh, Malcolm Charles Kerry, David Robert Seaward, Peter John Whitlock
3	Europe (UK, FR, DE, IT & NL)	1009661	23/03/1998	Granted	Ivan Yehudi Hirsh, Malcolm Charles Kerry, David Robert Seaward, Peter John Whitlock
4	USA	6,581,360	23/03/1998	Granted	Ivan Yehudi Hirsh, Malcolm Charles Kerry, David Robert Seaward, Peter John Whitlock
Method and apparatus for securing a fastening strip to a web of packaging material (Transverse Zip Applicator)					
5	UK	2355687	08/09/2000	Granted	James Goodwin
6	EP	Application no: 307787.2 Patent no: EP1086899	08/09/2000	Pending	James Goodwin
7	US	6,640,519	13/09/2000	Granted	James Goodwin
Vertical form fill and seal Packaging machines (Belt Stripper)					
8	USA	6,006,503	29/03/1996	Granted	Clive Davison, Malcolm Charles Kerry, David Robert Seaward

**Schedule 2
The Trade Marks**

	Trade Mark	Application Registration No.	Country	Filed
1	Sandiacre Logo	2215300	GB	21/11/1999
2	Sandiacre Word	2213644	GB	08/11/1999
3	Sandiacre	631560	Benelux	22/12/1997
4	QUAD PACK/ QUADPACK	2278071	GB	15/08/2001
5	QUAD PACK	2,952,204	US	25/10/2001
6	QUAD PACK	2246597	GB	26/09/2000