

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B&H Ventures Limited		11/21/2007	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	B&H Polymers Inc.		
Street Address:	7527 Currency Drive		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32809		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3065014	ELIXIR ECO	
Registration Number:	3075524	ELIXIR	
CORRESPONDENCE DATA			
Fax Number:	(201)488-3884		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(201) 343-7775		
Email:	goldbergpat@earthlink.net		
Correspondent Name:	Richard M. Goldberg		
Address Line 1:	25 East Salem Street, Suite 419		
Address Line 4:	Hackensack, NEW JERSEY 07602		
ATTORNEY DOCKET NUMBER:	302/3/065		
NAME OF SUBMITTER:	Richard M. Goldberg		
Signature:	/Richard M. Goldberg/		

OP \$65.00 3065014

Date:

02/15/2008

Total Attachments: 11

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DATED 21 November

2007

B&H VENTURES LIMITED

B&H POLYMERS INC.

INTELLECTUAL PROPERTY LICENCE

TRADEMARK

REEL: 003720 FRAME: 0115

THIS AGREEMENT IS DATED

2007

BETWEEN

- (1) **B&H VENTURES LIMITED** (registered no 5490053) whose registered office is at Unit F4 Moss industrial Estate Saint Helens Road Leigh Lancashire WN7 3PH (“the Licensor”); and
- (2) **B&H POLYMERS INC.** (a Florida incorporation incorporated in accordance with the laws of the State of Florida with Employer Identification Code 59-355-8561) and having its principal place of business at 7527 Currency Drive, Orlando, Florida 32809, USA (“the Licensee”).

BACKGROUND

- (A) The Licensor is the sole owner of the Intellectual Property.
- (B) The Licensor has the right to grant licences of the Intellectual Property in the Territory.
- (C) The Licensee has requested a licence to use the Intellectual Property in order to manufacture, test and distribute the Products
- (D) The Licensor has agreed to grant such a licence to the Licensee on the terms set out in this Agreement.

IT IS AGREED as follows:-

1. DEFINITIONS

- 1.1 In this Agreement, the following terms shall have the following meanings:

“Intellectual Property”	means the rights listed in the Schedule;
“Notice”	means a notice in writing served in accordance with the provisions of this Agreement;
“Products”	means Elixir PET and associated sub-brands;
“Territory”	means world wide.

2. GRANT

- 2.1 In consideration of the obligations undertaken by the Licensee under this Agreement, the Licensor grants to the Licensee a non-exclusive royalty free licence to use the Intellectual Property to manufacture, test and distribute and market the Products in the Territory.

3. RESERVATION

- 3.1 The Licensor reserves the right to grant licences of the Intellectual Property within the Territory to other licensees.

TRADEMARK

REEL: 003720 FRAME: 0116

4. TERM

4.1 This Agreement shall (subject to the provisions of clause 9) be without limit in time.

5. USE AND PROTECTION OF INTELLECTUAL PROPERTY

5.1 The trade marks comprised in the Intellectual Property shall be used as follows:-

5.1.1 each unit of the Products for which a trade mark comprised in the Intellectual Property is specified shall display that mark in a manner approved by the Licensor;

5.1.2 no other trade mark shall be affixed by the Licensee to the Products without the prior written consent of the Licensor; and

5.1.3 the Licensor shall not use in relation to or affix to any goods other than the Products for which such marks are specified, any of the trade marks comprised in the Intellectual Property.

5.2 The Licensee shall not use any of the Intellectual Property as part of the Licensee's name or the name of any entity associated with it without the prior written consent of the Licensor.

5.3 The Licensee shall not during the subsistence of this Agreement or at any future time, register or use the name of any entity associated with it without the prior written consent of the Licensor.

5.4 The Licensee shall not during the subsistence of this Agreement or at any future time, register or use any of the Intellectual Property in its own name as proprietor.

5.5 The Licensee recognises the Licensor's title to the Intellectual Property and shall not claim any right, title or interest in the intellectual Property or any part of it, save as is granted by this Agreement.

5.6 The Licensee shall promptly call to the attention of the Licensor the use of any part of the Intellectual Property by any third party or any activity of any third party which might in the opinion of the Licensee amount to infringement or passing off.

5.7 The Licensee shall not assign the benefit of this Agreement or grant any sub-licence without the prior written consent of the Licensor.

5.8 The Licensee shall hold all goodwill generated by its operations under this Agreement as bare trustee for the benefit of the Licensor.

5.9 Any designs or other works derived by the Licensee from the Intellectual Property or any part of it shall be held as bare trustee for the Licensor and at the Licensor's request shall be assigned to it without compensation.

6. REGISTRATION OF LICENCE

6.1 When required by the Licensee, the Licensor shall join with the Licensee in applying for registration of the Licensee as being entitled to an interest in the Intellectual Property or any part of it.

7. LICENSEE NOT TO USE THE LICENSOR'S NAME

- 7.1 The Licensee shall not except with the prior written consent of the Licensor, make use of the name of the Licensor in any connection otherwise than is expressly permitted by this Agreement.

8. ACTION AGAINST THIRD PARTIES

- 8.1 The Licensor shall have the sole right to take action against third parties in respect of the Intellectual Property and if required to do so by the Licensor, the Licensee shall co-operate fully with the Licensor, in any such action the Licensee's expenses incurred in doing so being borne by the Licensor.
- 8.2 If the Licensor fails to take any such action against third parties or to require the Licensee to do so, the Licensee may serve Notice on the Licensor and on the expiry of 30 days after the service of such Notice, the Licensee shall be entitled to prosecute such action itself and at its own expense provided that the Licensor has not served Notice within the 30 day period of its own intention to take action.
- 8.3 The Licensee shall in no circumstances settle any claim or action against third parties without the prior written consent of the Licensor.
- 8.4 All damages recovered from third parties shall be the exclusive property of the Licensor provided that the Licensee shall be entitled to set off any expenses which it is able to claim from the Licensor under this clause 8 against damages recovered by itself.

9. TERMINATION

- 9.1 The following breaches are fundamental and shall entitle the Licensor forthwith to give Notice terminating this Agreement and thereupon this Agreement shall absolutely terminate and cease to have effect but without prejudice to the rights and remedies of the Licensor in respect of the breach or antecedent breach by the Licensee of any of its obligations under this Agreement:-

- 9.1.1 failure on the part of the Licensee to perform any of its obligations under this Agreement;
- 9.1.2 any corporate failure or the liquidation (voluntary or otherwise) of the Licensee, other than a genuine solvent reconstruction or amalgamation in which the new company assumes (and is capable of assuming) all the obligations of the party or other company in the party's Group;
- 9.1.3 an order is made by a court of competent jurisdiction or a resolution is passed for the administration of the Licensee or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the Licensee or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or the Licensee undergoing any analogous proceeding in any other jurisdiction;
- 9.1.4 any step is taken by any person to appoint a receiver, administrative receiver or manager in respect of the whole or substantial part of the assets or undertaking of the Licensee or the Licensee undergoing any analogous proceeding in any jurisdiction;

- 9.1.5 the Licensee being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986;
- 9.1.6 the Licensee entering into a composition or arrangement with its creditors; or
- 9.1.7 if a process has been instituted that could lead to the Licensee being dissolved and its assets being distributed among the Licensee's creditors, shareholders or other contributors.
- 9.2 If at any time the Licensor shall cease to have the right described in Recital (B) to grant licences of the Intellectual Property, the Licensor may forthwith terminate this Agreement by giving Notice to the Licensee.
- 9.3 On termination of this Agreement, the Licensee shall forthwith pay to the Licensor the balance of any Royalties accrued up to the date of termination.

10. TERMINATION CONSEQUENCES

- 10.1 Subject to clauses 10.2 and 10.3, on termination of this Agreement whether by expiry of the term or otherwise, the Licensee shall discontinue all use of the Intellectual Property.
- 10.2 If the Licensee shall have any remaining stocks of the Products at the time of termination they may be disposed of by the Licensee in compliance with the terms of this Agreement but not otherwise.
- 10.3 Any Products in the course of manufacture at the time of termination may be completed within 120 days and disposed of in compliance with the terms of this Agreement but not otherwise.

11. INSPECTION

- 11.1 The Licensee shall permit the Licensor at all reasonable times to inspect the Licensee's premises in order to satisfy itself that the Licensee is complying with its obligations under this Agreement.

12. QUALITY CONTROL

- 12.1 The quality of said licensed products produced by Licensee hereunder, with respect to material and workmanship, shall be of high standard and quality. Licensee agrees to permit designated representatives of Licensor to inspect the licensed products, prior to sale thereof, solely for the purpose of enabling Licensor to determine whether or not Licensee is meeting the required standards of quality. Further, at Licensor's request, and not more than four times per year, Licensee shall send a sample of the licensed products to Licensor for inspection. The licensed products will be labelled, sold, distributed and advertised in accordance with all applicable federal, state and local laws and regulations of the United States when sold in the United States.
- 12.2 In using the licensed trademarks, Licensee has undertaken to comply substantially with all laws and regulations pertaining to trademarks enforced in the territory in which the licensed trademarks are being utilized including the use of the appropriate symbol ® after the licensed trademarks if registered in the U.S. Patent and Trademark Office, provided however, that Licensor shall give Licensee reasonable written notification thereof promptly on receiving information regarding any said registrations.
- 12.3 The approval of Licensor shall not be withheld unreasonably and any sample submitted to Licensor hereunder which has not been disapproved within twenty (20) days after receipt thereof shall be deemed to have been approved.

13. NO WAIVER

13.1 No waiver by the Licensor of any of the Licensee's obligations under this Agreement shall be deemed effective unless made by the Licensor in writing, nor shall any waiver by the Licensor in respect of any breach be deemed to constitute a waiver of or consent to any subsequent breach by the Licensee of its obligations.

14. SEVERANCE

14.1 In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable or illegal, the remaining provisions shall continue to apply unless the Licensor at the Licensor's discretion decides that the effect is to defeat the original intentions of the parties, in which case it shall be entitled to terminate the Agreement by 30 days' Notice, in which event the provisions of clauses 10.2 and 10.3 shall apply.

15. NO AGENCY OR PARTNERSHIP

15.1 The parties are not partners or joint venturers, nor is the Licensee entitled to act as the Licensor's agent, nor shall the Licensor be liable in respect of any representation, act or omission of the Licensee of whatever nature.

16. NOTICES

16.1 Any Notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post or by telex or facsimile transmission to the address stated above and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by telex or facsimile transmission to the correct number (with correct answer back) of the addressee.

17. GOVERNING LAW

17.1 This Agreement shall be governed by the laws of England and Wales in every particular including formation and interpretation and shall be deemed to have been made within England and Wales.

18. ASSIGNMENT

18.1 This Agreement shall not be assignable by either party save with the written consent of the other.

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first before written.


EXECUTED AS A DEED by)
PURPLE TITLE LIMITED)
acting by two Directors or)
Director and Secretary:)

Director _____
Director/Secretary _____

EXECUTED AS A DEED by)
B&H POLYMERS INC.)
acting by two Directors or)
Director and Secretary:)

Director

Director/Secretary

Handwritten signatures of two individuals, one above the other, each written over a horizontal line. The top signature is more stylized and larger, while the bottom signature is smaller and more compact.

Taylor Seligman

THE SCHEDULE

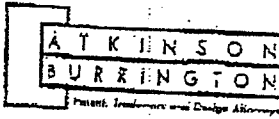
ALL RIGHTS IN RELATION TO THE TRADE MARKS THE SUBJECT OF THE TRADE MARK APPLICATIONS (AND A.I. TRADE MARKS GRANTED IN RELATION THERETO) BRIEF DETAILS OF WHICH ARE SET OUT BELOW:

Client	Type	Family	CC	Title	Class	App No	App Date	Status
2362	I	101	US	ELIXIR & device	01	78/291676	2 September 2003	Pending
2362	T	102	US	ELIXIR LCO' & device	01	78/295214	3 September 2003	Pending

TOGETHER WITH ALL RIGHTS IN RELATION TO PATENT APPLICATION (USA) US10/739/586 - FOR PRODUCTION METHOD ASSOCIATED WITH ECOBATCH AND ALL RIGHTS ASSOCIATED THEREWITH
 TOGETHER WITH A.I. RIGHTS IN RELATION TO TRADE MARKS THE SUBJECT OF THE TRADE MARK APPLICATIONS (AND A.I. TRADE MARKS GRANTED IN RELATION THERETO), BRIEF DETAILS OF WHICH ARE SET OUT IN THE FOLLOWING PAGES:

18/05/2006

2362 8611 Polymers Limited



To: 81254 692:46

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Client	TYPE	FAMILY	CC	TITLE	CLASS	APP No	APP DATE	STATUS
2362	T	102	CN (WO)	"ELIXIR Eco" & device	01	823 153	09 February 2004	Pending
2362	T	101	CN (WO)	"ELIXIR" & device	01	826 332	09 February 2004	Pending
2362	T	101	EP	"ELIXIR" & device	01	003 657 244	10 February 2004	Pending
2362	T	102	EP	"ELIXIR Eco" & device	01	003 657 319	10 February 2004	Pending
2362	T	101	ID	"ELIXIR" & device	01	D00 2004 22857.23047	10 August 2004	Pending
2362	T	102	ID	"ELIXIR Eco" & device	01	D00 2004 22856.23046	10 August 2004	Pending
2362	T	102	IN	"ELIXIR Eco" & device	01	1 300 402	04 August 2004	Pending
2362	T	101	IN	"ELIXIR" & device	01	1 300 491	04 August 2004	Pending
2362	T	102	JP (WO)	"ELIXIR Eco" & device	01	823 153	09 February 2004	Dead
2362	T	101	JP (WO)	"ELIXIR" & device	01	926 332	09 February 2004	In force
2362	T	102	KP (WO)	"ELIXIR Eco" & device	01	823 153	09 February 2004	Pending
2362	T	101	KP (WO)	"ELIXIR" & device	01	826 332	09 February 2004	Pending
2362	T	101	KR (WO)	"ELIXIR" & device	01	826 332	09 February 2004	Pending
2362	T	102	KR (WO)	"ELIXIR Eco" & device	01	823 153	09 February 2004	Pending
2362	T	101	MY	"ELIXIR" & device	01	04 011 354	05 August 2004	Pending
2362	T	102	MY	"ELIXIR Eco" & device	01	04 011 365	05 August 2004	Pending
2362	T	101	PK	"ELIXIR" & device	01	199 399		Pending
2362	T	102	PK	"ELIXIR Eco" & device	01	199 396		Pending
2362	T	102	RU (WO)	"ELIXIR Eco" & device	01	823 153	09 February 2004	Pending
2362	T	101	RU (WO)	"ELIXIR" & device	01	826 332	09 February 2004	Pending
2362	T	101	SG (WO)	"ELIXIR" & device	01	026 332	09 February 2004	Pending
2362	T	102	SG (WO)	"ELIXIR Eco" & device	01	823 153	09 February 2004	Pending
2362	T	102	TH	"ELIXIR Eco" & device	01	561 791	10 August 2004	Dead
2362	T	103	TH	"ELIXIR" & device	17	Awaiting		To file
2362	T	101	TH	"ELIXIR" & device	01	561 790	10 August 2004	Dead
2362	T	101	TR (WO)	"ELIXIR" & device	01	826 332	29 July 2004	In Force
2362	T	102	TR (WO)	"ELIXIR Eco" & device	01	823 153	20 July 2004	Pending
2362	T	102	1W	"ELIXIR Eco" & device	01	93036483	05 August 2004	Pending
2362	T	101	1W	"ELIXIR" & device	01	93036485	05 August 2004	Pending



19/06/2005

2362 D&I Polymers Limited

Client	Type	Family	CC	Title	Class	App No	App-Date	Status
2362	T	101	WO	"ELIXIR" & device	01	026 332	09 February 2004	In force
2362	T	102	WO	"ELIXIR Eco" & device	01	023 453	09 February 2004	In force
2362	T	102	ZA	"ELIXIR Eco" & device	01	2004/12807	28 July 2004	Pending
2362	T	101	ZA	"ELIXIR" & device	01	2004/12867	28 July 2004	Pending



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Trademark Electronic Search System(Tess)

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[TAB Status](#) [ASSIGN Status](#) [IIR Status](#) [TTAB Status](#) (Use the "Back" button of the Internet Browser to return to TESS)

Typed Drawing

Word Mark: ECOBATCH

Goods and Services: IC 040, US 100 103 106, G & S: Processing discarded plastics into resin, resin components and additives for use in new moldings, extrudates and castings

IC 007, US 013 019 021 023 031 034 035, G & S: Machines for processing discarded plastics into resin, resin components and additives for use in new moldings, extrudates and castings

Mark Drawing Code: (1) TYPED DRAWING

Serial Number: 78305380

Filing Date: September 25, 2003

Current Filing Basis: 13

Original Filing Basis: 13

Owner: (APPLICANT) B & H Polymers, Ltd. CORPORATION UNITED KINGDOM Unit F4, Moss Industrial Estate Off ST. Helen's Road Leigh, Lancashire UNITED KINGDOM WN7 3PT

Attorney of Record: Charles N. Quinn

Type of Mark: TRADEMARK, SERVICE MARK

Register: PRINCIPAL

Live/Dead Indicator: LIVE

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