

17 FEBRUARY 1997

[AS]SIGNMENT SECTION STAFF MEETING

ACCEPTABLE SIGNATURE DESIGNATIONS ON FORM 21/77/ASSGN 11

Position;

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 rule.

They should be accepted where the person signing claims to act in any formal capacity for the parties to the transaction.

17 FEBRUARY 1997

PRESENT:

Mike Hewlett

[THE REGISTRAR OF GB1507959 – A CASE REFERRED TO BY HMRC ON AUGUST 2008]

Philip Heaven

Paul Edwards

Barbara Jones

Natalie Morgan

[THE REGISTRAR OF EP0155634 – A CASE REFERRED TO BY CIPA ON JULY 2008]

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.**

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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.

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.

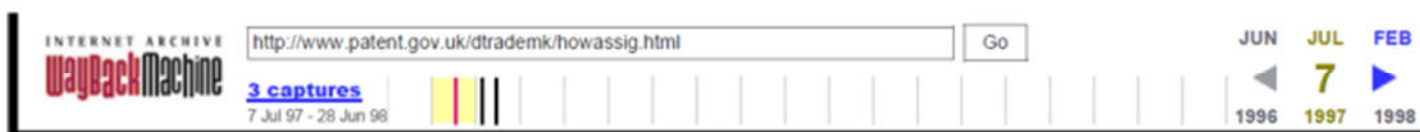
For a licence or assignment those signature(s) are taken to confirm * compliance with Stamp Duty legislation.

23 MAY 1997



TO PROSECUTOR'S NOTE 2004/09/22.1

Below is reproduced the Trade Marks Registry guidance. It **clearly evidences** the Patent Office's understanding that confirmatory statements on forms relating to Stamp Duty were merely declarations made by the signatory that the Patent Office, upon studying the stamped document, could rest assured that the Stamp Office had stamped any and all related documents.



How to assign your Trade Mark

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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28 AUGUST 1997

Jacob J. Nutrinova v Arnold Suhr [2001]

*"The Assignment Back says in its recitals: **"By an agreement * (" the Assignment") * dated 28th August 1997 HOECHST assigned to NUTRINOVA certain industrial property rights, including the patents for the United Kingdom, Great Britain, Northern Ireland, and the Isle of Man listed in the Schedule.***

*"• (B) To avoid recording the Assignment *, it has been agreed that NUTRINOVA should make the following reassignment without payment."*

*** SEE:**

PROSECUTOR'S NOTE 1997/08/28.1

1 SEPTEMBER 1997

PUBLIC INSPECTION

Consideration for all assignments, globally, passed under a Contributions Contract, 28.08.1997

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned

Only evidenced because certification of an earlier assignment from the inventors to Hoechst was expedited

Hoechst Aktiengesellschaft
a corporation organized under the laws of Germany
having an address at D-65926 Frankfurt am Main, Germany

owner of the rights in the United States of America and its territories and possessions to the below listed U.S. Patent, as evidenced in the records in the U.S. Patent and Trademark Office, hereby sells and assigns, unto

Nutrinova Nutrition Specialties & Food Ingredients GmbH
a corporation organized under the laws of Germany
having an address at D-65926 Frankfurt am Main, Germany

THIS SHOWS RELEVANT AWARENESS

II all right, title and interest, including the right to collect damages for infringing actions of third parties prior to the date of this assignment, for the United States of America and its territories and possessions, in and to the invention and the patent therefor, identified as follows:

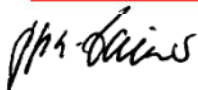

Patent No.:	4,695,629	THIS CORRESPONDS WITH UK PATENT No. EP0155634
Serial No.:	870,078	
filed:	June 3, 1986	
granted:	September 22, 1987	
entitled:	Process for the preparation of 6-methyl-3,4-dihydro-1,2,3-oxathiazin-4-one 2,2-dioxide and its non-toxic salts	

RECEIVED SEP 12 1997

including all reissue and extensions of said Letters Patent. This Assignment is under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by an grant, license, or other right heretofore given.

The undersigned hereby grants the firm of FOLEY & LARDNER the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

Date: September 1, 1997
Hoechst Aktiengesellschaft

Dr. Zauner

Dr. Stock

SEP 18 97

U.S. PATENT AND TRADEMARK OFFICE