Stena advance three answers in law, failing which they appeal to discretion. Before turning to these I must mention a general observation made by Mr Miller QC for Stena. He submitted that if McDermotts were right, there could be very serious commercial consequences arising under s.68. He said it frequently happens that there are global sale and purchase agreements which happen to include British Patents. Such agreements may include not only intellectual property of all kinds in many countries but also physical assets. Moreover many (probably most) such agreements are entered into by foreign companies, generally on both sides and indeed very often the agreement will not even be governed by English law. The authors would be unaware of the trap laid for them by s.68. So if any such agreement was

followed by a short form of assignment, only the latter being submitted for stamping and then registration at the Patent Office then the patentee would be caught by the arguments he had to meet. Furthermore he said, even if the parties were aware of the problem and had to bring the original international sale agreement into the country for stamping there would be substantial practical difficulties.

Mr Pumfrey provided a two part submission by way of answer to this general plea *ad inconveniens*. First he said there was no problem if the original agreement is merely an agreement to assign (as was the case, for instance, here). Such an agreement operates in English law to create and vest in the buyer an immediate equitable interest in the patent. Such