

NORTHERN LIGHT MUSIC LIMITED

Noyna Lodge, Manor Road, Colne, Lancs. BB8 7AS

3 August 2004

029 88704

028 0540

J. Brassington Esq.,
Bulldog Partners
211 Piccadilly
LONDON W1J 9HF

Dismissed 6/3/02

Select Hearing Systems
Change of name 7/95 to
Hearing Improvements
Dismissed 9/4/96

WITHOUT PREJUDICE

Dear Mr. Brassington,

CONVERSOR

I am writing to you, prior to writing to Glentronics and Conversor Products Limited, as I understand that you negotiated the acquisition of the assets of Sense-Sonic Limited on behalf of three of your investee companies.

Under the terms of the 1991 Assignment of Patent Application and the 1991 Assignment of Invention, royalties are due from subsequent assignees in respect of sales of products falling within the scope of the patents and within the scope of the invention (the latter being broader than the granted patents).

I am the inventor of the CONVERSOR and my company, Northern Light Music Limited, (NLM), filed the original patent application in December 1990.

In July 1991, title in the Patent Application and title in the Invention were individually assigned to Select Hearing Systems Limited, each being in consideration for the payment of royalties and the sum of £1.

I enclose a copy of the 1991 Assignment of Patent Application. Galileo plc has my original Assignment of Invention, but two more originals are held by BAe and a venture capital group and will be called up shortly. The Assignment of Invention provides for additional royalties at the same royalty levels as the enclosed Assignment.

The Patent Office Record identifies NLM as the original applicant and owner in title.

Sense-Sonic Limited received (and did not return) originals of these Assignments during their due diligence process, it being clear from the Patent Office Record that a transfer of rights must have taken place between the time of NLM's original application and the time of Select Hearing Systems Limited's PCT application.

I am therefore writing to inform you, if you were not already aware, that the terms of these original Assignments remain in force and that there is an obligation on assignees to pay royalties to NLM.

I have recently completed my enquiries into the events which lead to your investee company's acquisition of (1) the plastic injection mould tooling for the CONVERSOR, (2) title in the patents, (3) title in the CONVERSOR trade mark, and (4) title in the basic outline shape of the two-part product by way of the two registered designs.

This was the full extent of the title held by Sense-Sonic Limited as a result of the 6th April 2001 assignment, a copy of which you will have seen in the Patent Office Records.

I enclose a copy of a letter from Addleshaw Goddard confirming that the royalty obligations passed from the original assignee to Sense-Sonic Limited when the 6th April Assignment was made.

As no liquidator, administrator or assignee has had the power to set aside the obligations to NLM, the royalties are due and I wish to raise the matter of payment with the assignee, Conversor Products Limited.

Royalties are due on sales dating back to 1st February 2003, Sense-Sonic Limited having made payments up to 31st January 2003.

You will be aware that a significant transfer took place in February 2003 from Sense-Sonic Limited to its subsidiary (now named Glentronics) and that Glentronics kept all the proceeds from sales of CONVERSORS thereafter. The Administrator has confirmed this.

Whilst I appreciate that your investee companies did not acquire the assets of Sense-Sonic Limited until later that year, the transaction of February 2003 between Sense-Sonic Limited and Glentronics resulted in the obligation to pay royalties falling upon Glentronics.

Neither Sense-Sonic Limited, nor its Administrator were empowered to transfer the benefit of the 6th April 2001 Assignment without also transferring the burden of royalty payments.

I therefore wish to raise the matter of payment with Glentronics also.

Please let me know if you wish to deal with this matter yourself or whether I should approach the companies directly.

I can be contacted at the above address, by email at ajjh@freenetname.co.uk or by phone on 0797 072 8210.

Yours sincerely,


Andrew Hall.

ADDLESHAW GODDARD

Our reference GABA/JCSB

9 July 2004

Mr Andrew Hall
Northern Light Music Limited
Noyna Lodge
Manor Road
Colne
Lancashire
BB8 7AS

Dear Andrew

Select Hearing Systems Limited (in liquidation) (the Company)

As you are aware we act on behalf of the Liquidator of Select Hearing Systems Limited (the Company).

I can confirm that on 6 April 2001 the Company (acting by the Liquidator) sold such right title and interest the Company had in various intellectual property rights (IPR) to Sense-Sonic Limited. In particular certain formal assignments were entered into in respect of the attached registered rights.

In each case the IPR was transferred in its existing form subject to any existing rights or restrictions.

Regards

Yours sincerely


Ged Barnes
Partner

Direct line 0161 934 6656
Email ged.barnes@addleshawgoddard.com

2-1034051-1

100 Barbirolli Square, Manchester M2 3AB
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www.addleshawgoddard.com

Addleshaw Goddard is regulated by the Law Society. A list of partners is open to inspection at the above address

ASSIGNMENT OF APPLICATION FOR PATENT.

THIS ASSIGNMENT is made the 31st day of JULY, 1991,
BETWEEN NORTHERN LIGHT MUSIC LIMITED of Aurora Studios,
Grindleton, Clitheroe, Lancashire, BB7 4RL (hereinafter called
"the Assignor") of the one part, and SELECT HEARING SYSTEMS
LIMITED, of Audio House, Grindleton, Clitheroe, Lancashire,
BB7 4RL (hereinafter called "the Assignee") of the other part.

WHEREAS

(A) The Assignor is entitled to the benefit of the patent application in the United Kingdom of Great Britain and Northern Ireland and the Isle of Man Number ~~9027789~~ (hereinafter referred to as "the Application").

(B) The parties hereto have agreed that the Application should be transferred by the Assignor to the Assignee for the consideration hereinafter set forth.

NOW IT IS HEREBY AGREED

(1) Pursuant to the consideration set out below and in consideration of the sum of \$12.00 now paid by the Assignee to the Assignor (the receipt whereof is hereby acknowledged) the Assignor as beneficial owner hereby assigns to the Assignee:

The Application, the right, title, and interest therein and all the rights, powers, privileges and immunities arising or accrued therefrom free from all incumbrances to the intent that the grant of a patent pursuant to the Application shall be in the name of and shall vest in the Assignee

TO HOLD unto the Assignee absolutely

(2) The Assignee hereby covenants with the Assignor that the Assignee shall not assign any of its rights and benefits hereunder other than subject to the terms of this assignment and upon condition that the party in whose favour such disposition is made shall enter into an agreement with the Assignor in terms of this clause and clause (3) and (4) below.

(3) In further consideration of the assignment the Assignee shall pay to the Assignor a royalty of 5% of the ex-works invoice price of any articles which fall within the scope of the Application. The Assignee shall also pay to the Assignor 50% of any payments received in respect of commercial rights. In the event that Mr. Andrew J.J. Hall is no longer a Director of the Assignee nor under its direct employ, [or if the Assignee is acquired by a third party] [or if the Assignor Mr. Andrew J.J. Hall is no longer the majority shareholder of the assets of the Company] then the royalty rate applicable under this clause shall be re-negotiable.

(4) Payment due under the preceding clause shall be made monthly, accompanied by a statement showing the quantities, invoice prices and other relevant information relating to sales of articles covered by the Application during that month.

(5) At the request and cost of the Assignee the Assignor shall assist the prosecution of the Application to grant and will execute all such documents and do all such acts as may be necessary or proper to obtain the acceptance of the Application and for procuring the grant of a Patent pursuant to the Application. In the event that the Comptroller of Patents sends to either party under Rule 37 of the Patents Rules 1978 observations made by virtue of s.21 Patents Act 1977, the Assignor shall render to the Assignee all information and assistance within his power with a view to satisfying the Comptroller that a patent shall issue substantially in the form applied for.

(6) In the event that the validity of any patent granted pursuant to the Application is challenged on any point upon which the Assignor has or can procure information or advice which may assist in meeting and defeating or reducing the effect of such a challenge, the Assignor agrees and/or undertakes to supply or procure the supply of such information and/or advice without unreasonable delay but subject to the right to charge for costs and expenses incurred pursuant to this provision.

(7) The Assignor has not done and will not do any act, matter or thing whereby the patent applied for in the Application may be invalidated.

(8) While the Agreement remains in force the Assignee will not do any act, matter or thing whereby the patent applied for in the Application may be invalidated.

(9) IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a large transaction or of a series of transactions in respect of which the amount in value or the aggregate amount or value of the consideration exceeds £30,000 pounds.

IN WITNESS whereof the Assignor and the Assignee have set their hands the day and year first above written.

SIGNED by the Assignor by

_____ in
the presence of: _____

SIGNED on behalf of the Assignee by

_____ in
the presence of: _____

The ScheduleThe Patents

<u>Country</u>	<u>Patent Number</u>	<u>Title</u>
United Kingdom	GB 2267412	Radio Based Hearing Aid System
European (Austria, Germany, Denmark, France and Netherlands)	Application No: 92901834.9	Hearing Aid System
United States of America	08/384,395	Radio Based Hearing Aid System

WWW Insolvency Database Search Results

NAME: Power Dermot Justin Mr
IPNO: 6006 BODY: ICAEW
FIRM: BDO Stoy Hayward
STREET: Peter House St Peter's Square
CITY: Manchester M1 5BH England
TEL: 0161 236 1955
FAX: 0161 228 1929
Email: djp@bdocri.co.uk
URL: <http://www.insolvency.co.uk/ip/bdo.htm>

NAME: Power A F Mr
IPNO: 8662 BODY: ICAI
FIRM: Power & Company
STREET: 1st Floor Mount Kennett Place 98 Henry Street
CITY: Limerick Eize
TEL: 061 319000
FAX: 061 319099

If the details are not correct please provide us with the correct details using the [online registration form](#)

Home Page: insolvency.co.uk
Email: info@insolvency.co.uk



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Company Details

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To display those company products available to purchase,
please select the order button. (£50 max. order limit)

Name & Registered Office :	Company No. :02988704
HEARING IMPROVEMENTS LIMITED	Date of Incorporation : 10/11/1994
THE SCIENCE PRAK	Country of Origin : United Kingdom
HUTTON STREET	
BLACKBURN	
LANCS BB1 3BY	
Status :Dissolved 09/04/1996	
Company Type: Private Limited Company	
Nature Of Business (SIC(92)):	
None registered	
Accounting Reference Date : 30/11	
Last Accounts Made Up To :	
Next Accounts Due : 10/09/1996	
Last Return Made Up To :	
Next Return Due : 08/12/1995	

Previous Names

Date of Change :	Previous Name :
17/07/1995	SELECT HEARING SYSTEMS LIMITED

Branch Details

There are no branches associated with this company.

Overseas Company Information

There are no Overseas Details associated with this company.

SYSTEM REQUIREMENTS



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Company Details

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To display those company products available to purchase, please select the order button. (£50 max. order limit)

Name & Registered Office :

SELECT HEARING SYSTEMS LIMITED
BDO STOY HAYWARD
COMMERCIAL BUILDINGS
11-15 CROSS STREET
MANCHESTER M2 1BD

Company No. :02580540

Date of Incorporation : 07/02/1991

Country of Origin : United Kingdom

Status :Dissolved 06/03/2002

Company Type: Private Limited Company

Nature Of Business (SIC(92)):

3310 - Manufacture medical, orthopaedic etc. equipment

*Liquidation
22/3/01*

Accounting Reference Date : 31/03

Last Accounts Made Up To : 31/03/2000 (SMALL)

Next Accounts Due : 31/01/2002

Last Return Made Up To : 07/02/2000

Next Return Due : 07/03/2001

Last Members List : 07/02/1999

Insolvency History

Previous Names

Date of Change :

17/07/1995

10/11/1994

Previous Name :

HEARING IMPROVEMENTS LIMITED

SELECT HEARING SYSTEMS LIMITED

Branch Details

There are no branches associated with this company.

Overseas Company Information

There are no Overseas Details associated with this company.

SYSTEM REQUIREMENTS

Company Practitioner Details



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Company Practitioner Details



Company Name :	SELECT HEARING SYSTEMS LIMITED
Company Number :	02580540
Case Number :	1
Case Type :	VOL. LIQUIDATION CREDITORS
Practitioner name:	POWER, DERMOT J
Practitioner address:	BDO STOY HAYWARD 3RD FLOOR PETER HOUSE ST PETER'S SQUARE MANCHESTER M1 5AB





The London Gazette



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SELECT HEARING SYSTEMS LIMITED

5637610249

Publication Date: Wednesday, 31 October 2001

Notice Code: 2445

SELECT HEARING SYSTEMS LIMITED

Notice is hereby given in pursuance of section 106 of the Insolvency Act 1986, that Final Meetings of Members and Creditors of the above-named Company will be held at the offices of BDO Stoy Hayward BR, Fifth Floor, Commercial Building, 11-15 Cross Street, Manchester M2 1BD, on 28 November 2001, at 12.15 pm in respect of Members and 12.30 pm in respect of Creditors, for the purpose of having an account laid before them, showing the manner in which the winding-up has been conducted and the property of the Company disposed of, hearing any explanation that may be given by the Liquidator and deal with the Resolutions relating to the closure of the Liquidation. Any Member or Creditor entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him or her, and such proxy need not also be a Member or Creditor. The proxy form must be returned to the above address by no later than 12.00 noon on the day before the Meeting.

D J Power, Liquidator

19 October 2001.

(078)



The London Gazette



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SELECT HEARING SYSTEMS LIMITED

5617410133

Publication Date: Wednesday, 11 April 2001

Notice Code: 2441

SELECT HEARING SYSTEMS LIMITED

At an Extraordinary General Meeting of the above-named Company, duly convened, and held at 8th Floor, Peter House, St. Peter's Square, Manchester M1 5AB, on 22nd March 2001, the subjoined Extraordinary Resolution was duly passed:

"That it has been proved to the satisfaction of this Meeting that the Company cannot, by reason of its liabilities, continue its business, and that it is advisable to wind up the same, and accordingly that the Company be wound up voluntarily, and that D. J. Power, of BDO Stoy Hayward Business Recovery BR, 3rd Floor, Peter House, St. Peter's Square, Manchester M1 5AB, is hereby appointed Liquidator for the purposes of such winding-up."

At a subsequent Meeting of Creditors, duly convened, pursuant to section 98 of the Insolvency Act 1986, and held on the same day, the appointment of D. J. Power was confirmed.

A. J. J. Hall, Chairman

(821)



The London Gazette



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Untitled

56174\0216

Publication Date: **Wednesday, 11 April 2001**

Notice Code: **2443**

Company Number: **2580540.**

Name of Company: **SELECT HEARING SYSTEMS LIMITED.**

Nature of Business: **Manufacturer of Orthopaedic Equipment.**

Type of Liquidation: **Creditors.**

Address of Registered Office: **3rd Floor, Peter House, St. Peter's Square, Manchester M1 5AB.**

Liquidator's Name and Address: **D. J. Power, BDO Stoy Hayward Business Recovery BR, 3rd Floor, Peter House, St. Peter's Square, Manchester M1 5AB.**

Office Holder Number: **6006.**

Date of Appointment: **22nd March 2001.**

By whom Appointed: **Members and Creditors.**

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