



PREMIER PACK

Version 6.0 - 31 March 2009

TREVOR BAYLIS BRANDS plc

delivering help to people with great ideas

Trevor Baylis Brands plc
The Enterprise Centre (West Wing)
Spelthorne Civic Offices
Knowle Green, Staines, Middlesex
England, United Kingdom TW18 1XB

Telephone: 05601 290240

Email: business@baylisbrands.com

A message from our President, Trevor Baylis OBE

Dear Inventor,

Welcome to Trevor Baylis Brands plc, the company I set up to encourage and support people and businesses with good ideas.



We provide assessment services and work closely with inventors and businesses to establish the best way to protect ideas and developments.

My team will look at your idea and if it is appropriate they will carry out a worldwide patent search. We will tell you whether in our opinion the idea is patentable or protectable in one of the other ways that are available. If the idea can be protected then we can consider its commercial potential for you. If we believe that there may be a real market need for the idea, then we may offer to develop it with you in return for a share of the subsequent benefits. By submitting your ideas to our service you are of course under no obligation to take up any offers from us.

If you have any questions, then please do not hesitate to contact my team directly by telephone or email.

We hope that you will find our service useful and effective and that it results in a successful outcome for you.

I look forward to hearing from you,

A handwritten signature in blue ink, appearing to read 'Trevor Baylis'. The signature is fluid and cursive, written over a light blue circular stamp.

Trevor Baylis OBE
President, TBBplc.

Welcome to the TBB Premier Service for Inventors and Businesses

First of all...

We will look at the idea to decide what kind of Intellectual Property protection would be appropriate for it. For most ideas this will mean a patent and we will make sure that we have enough information from you to carry out a thorough patent search. Our professional patent search will confirm whether the idea really is new. Having a good idea that really is new is just the first step in the long invention commercialisation process. Our aim is to help you to negotiate that process successfully. We do this by identifying the ideas that we think are new and suggesting the best way of protecting them wherever possible. Unless you instruct us otherwise we will give you our opinion on the commercial prospects for the idea if we believe that it is protectable.

If we find similar ideas or existing patents this is not necessarily bad news. Armed with this information you are in a much better position to understand the competition and may be able to modify and improve the idea whilst it is still easy to do. It is much more difficult and expensive to make changes after you have committed to a design.

Please remember: A patent cannot be granted for an invention that has already been disclosed in public...and that includes telling your family, friends and colleagues! If you need to discuss the idea with anyone always insist on a Confidentiality Agreement. We can advise you and supply you with sample agreements if necessary.

What does our Premier Service include?

We do a patent search for similar products and ideas to check that no one else has developed a similar idea. Nobody wants to find out that their new idea has already been developed before, but it's better to find that out as soon as possible. Provided with that information it may be possible to come up with an even better idea that overtakes the competition. As part of our service we will tell you about any similar ideas or products that we find. We will provide printouts of any patent documents that we think are particularly relevant. We may also provide commercial information about any similar products that we find.

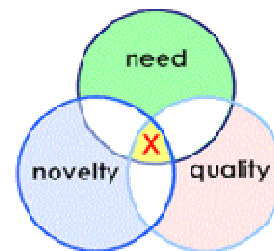
As far as possible we check that the idea would work technically. If we can't understand the idea as submitted we may ask you to supply further information to help us. If it needs specialist advice then we will consult with one of the many experts that we have in our network. Such consultations are always in the strictest confidence. It isn't critically important to have a working prototype, but the idea must be based on sound science and technology. If a prototype really is needed to understand the idea then we may be able to arrange to build a prototype or get one of our industrial partners to do it. The costs of doing this are not included in the Premier Service.

Unless you instruct us not to do it for your own business reasons then the final area that we think about covers such things as the costs of having the product manufactured and getting it to market. We call these the 'quality' issues. If we agree to go ahead and help you to commercialise the idea then generally we will try and find an industrial partner who is already working with similar technology. This will considerably reduce the risk because they will understand the needs of the particular market and can provide invaluable insight as to the best way forward. Our decision to help will be heavily influenced by the identified need for the solution. There has to be a real need for the idea because otherwise the marketing costs will tend to be too high.

DISCLAIMER. Our Premier Service is designed to be an initial invention assessment where we aim to identify relevant Intellectual Property and / or products and / or technologies to help make informed decisions before further developing invention ideas. Because the databases and markets we search are constantly changing, our findings are not guaranteed or exhaustive. At our absolute discretion we may return all documents and payments to you if we do not believe we can provide a satisfactory service for any reason.

If we believe that your idea really is new then with your approval we will start to look at its commercial potential. If we believe it has commercial prospects then we will advise you on the best way of protecting it. There are several ways of protecting ideas and not just Patents. Design Registration might be better and much cheaper for some products. If it's a new business then a Trade Mark strategy is important. We can advise you on an IP strategy for your idea or business.

It's all summarised in the little diagram. We are looking for ideas that meet a real market need, that are new and exciting, and can be made to sell at the right price. We hope that yours is one of them and we will summarise our findings in a written report that we will send to you as soon as possible.



'X' marks the spot! The most successful ideas have a winning combination of NOVELTY, NEED and QUALITY

What does the Premier Service Report include?

1. Patent Search

The patent search is performed by our Patent Attorney's Researchers who will search worldwide databases for patent disclosures and other intellectual property that relates to your invention. If you need the results faster than our standard service time then at additional cost we may be able to arrange a quicker response. Please contact us if you need this service.

2. Patent Search Results

Based on our opinion of their relevance and subject to their availability, we provide a list of reference numbers and printouts of the most relevant documents, including patent specifications or full-text documents. The results will help you to discover more about the similarity of other ideas and possible new commercial applications for your own idea. If you haven't already filed a patent application for your invention, the results of our search will benefit the patenting process by providing valuable information to use in generating the strongest possible patent claims. Alternatively, the results might just help you to avoid spending hard-earned money on what you think is a new, patentable idea that might actually have already been done before by another person or company.

3. Patent Analysis

Our Intellectual Property Team will analyse the results of the patent search and prepare a summary that includes references to the most relevant documents found and an indication of their relevance.

4. Patent Team Conclusions

This part of the service is designed to help you to make critical decisions in the development of your invention. Our IP Team will compare and contrast your invention with the most relevant patent documents found in the search and write a brief report. If you have already applied for, or been granted intellectual property rights for your invention (such as a patent for example) then they will assess your documentation to establish what level of protection you have or can expect to gain. Under the Premier Service you can have reasonable access* to our Patent Attorneys to ask for clarification of any aspects of the report and conclusions.

5. Intellectual Property Report

We send our assessment to you in a professional report format, which includes:

- IP Team analysis of the patent search results
- IP Team conclusions
- Explanation of our assessment process with additional content about how ideas can be protected with patents and design registration
- Patent search results – portfolio

** Reasonable access means up to one hour of telephone access in total or one hour of time responding to email enquiries. We do not guarantee to be able to satisfy every enquiry and we reserve the right to withdraw this aspect of the service without compensation if in our sole opinion the enquiries become excessive or vexatious or otherwise unreasonable. The enquiry must be directly relevant to the original submission. We cannot give opinions on legal or commercial matters involving third parties. It may not always be possible to respond to enquiries immediately but we will endeavour to do so within two working days.*

Getting your idea to market

If our researches show that the idea is novel and has good commercial prospects we may offer you an agreement to develop your idea commercially. Under this agreement we will try to help you benefit from the idea by arranging a licence, or by forming a company to market it. Even though you send in your idea to us now you are under no obligation to accept that agreement and you can of course take the results of our work and go ahead on your own. For your own business reasons you may not wish us to make any commercial enquiries so if you do not wish us to consider the commercial aspects of your idea then please tell us when you submit the idea to us. Please note that we will only conduct a commercial review for those ideas that we believe are technically viable and protectable in some way.

If you do take up our offer then this part of our service is offered on a profit-sharing basis. Our standard agreement is for you, the owner of the idea to keep two thirds of any benefits that we generate, and we keep one third. We therefore share in the rewards and the risks by offering our time, resources and expertise at zero-cost to seek a route-to-market for the idea on your behalf.

Although we cannot guarantee the commercial success of your idea, we do believe that our approach offers the most cost effective way of filtering and developing new ideas - in the best interests of the inventor. If our assessment process indicates that the idea is commercially valuable then you will receive our support to seek a route-to-market for it.

How long will it take and how much does it cost?

If the assessment process doesn't need us to get any specialist advice, we will try to report to you within 20 working days. If your idea is complex or if we need to contact experts as part of the evaluation it may take longer. In either case we will contact you at the earliest opportunity. We can provide a faster service for an additional charge. Please contact us if you feel that you need this service. The cost of our Premier Service is currently £299.00, including VAT. **We do not charge any other fees.**

How to submit your invention

If you have any questions or require support with the documents please contact us either by email at business@trevorbaylisbrands.com or telephone us on 05601 290240. (Mon-Fri 09:00 17:00)

1. Sign the Confidentiality and Non-Disclosure Agreements

We need to conclude a Non-Disclosure Agreement with you before you tell us about your idea. You will have received two signed copies from us so you can return **one copy** signed by you with your idea. Of course we would keep your idea confidential anyway, but you may need the document later for patenting purposes to show that you did not put the idea in the public domain by talking to us.

Fill in the date on the front page of both agreements and then sign the last page of both agreements

2. Fill in the Invention Description and Payment forms

3. Send **ONE** of the Confidentiality and Non-Disclosure Agreements, the Invention Description and Payment form to us

We will acknowledge receipt of your Invention Description within a week. Please do not send prototypes or important original documents unless we specifically ask for them and then send them by recorded delivery. We cannot take responsibility for items for which we do not ask, or for items lost in the post. If you need any help or guidance please call us on 05601 290240. (Local Call Rate from BT Mon-Fri 09:00 17:00)

SEND THE FORMS TO:

**Trevor Baylis Brands plc,
The Enterprise Centre (West Wing)
Spelthorne Civic Offices
Knowle Green, Staines
Middlesex - TW18 1XB**

Non-Disclosure Agreement

Guidance notes – to keep for your reference

This is a summary of the Initial Confidentiality and Non-Disclosure Agreement to be entered into between Trevor Baylis Brands plc referred to as “we”, or “us” and the Inventor referred to as “you”.

We realise that the NDA may look a bit daunting so we have included this summary to clarify the main points. If you are still not sure what the Agreement means, please take professional advice. It should not be necessary for you to disclose your idea to any proper professional advisor in order to receive legal advice.

If you wish to put more than one name as the Inventor, please contact us and we will send you a revised agreement by return. We can do this by email if you have it. Please send the request to business@trevorbaylisbrands.com.

What is the NDA all about?

The purpose of this Agreement is to enable you to disclose to us details of your Invention secure in the knowledge that **we are under an obligation to keep the information confidential**. This may also be of importance to you for other reasons, for example, in the case where you are applying for a patent and you are required to maintain confidentiality.

What are the main points?

- As you would expect, **we do not acquire any rights whatsoever in your Intellectual Property Rights (IPR's)** and the Invention (see Clause 1).
- The duty of confidentiality remains for a period of 5 years from the time that any Confidential Information is disclosed (see Clause 3).
- You are assuring us that you have not, to date, offered any interest in the Invention to any person and are not in negotiations with any party relating to any interest whatsoever in the Idea (see Clause 5). Please let us know in writing prior to signing the Agreement if this is not the case. It can cause confusion and embarrassment if we speak to people to whom you have already spoken. This clause will not apply if you have asked us not to consider the commercial aspects of your idea. If you do not wish us to conduct a commercial review please put a cross in the box at the end of the Agreement and initial it.
- We are entitled to disclose your Confidential Information to our professional advisors and other select parties (see Clause 6) and to third parties, provided they enter into a Non-Disclosure Agreement with us similar to this one (see Clause 7).
- During the term of the Agreement you must inform us of all negotiations which you have with any third party with respect to the Idea (see Clause 10) unless we agree otherwise. This is to avoid the confusion caused by us both talking to the same people. This clause will not apply if you have asked us not to consider the commercial aspects of your Idea.
- For the protection of any of our Confidential Information that we disclose to you, the Agreement is a mutual confidentiality and non-disclosure agreement.

Disclaimer

This page describing the Non-Disclosure Agreement has been prepared for the sole purpose of providing you with a summary of some of the key terms contained within the Agreement. The above summary is not intended to be a substitute for reading the Agreement in full, which you are strongly advised to do. Nor is it intended to be a substitute for specific legal advice and you are advised to take your own such advice on the implications of the Agreement. In addition, this summary is not intended to have any legal effect and neither party is entitled to rely on anything contained within it

Non-Disclosure Agreement - complete this form and keep it safely

THIS AGREEMENT is made on _____

BETWEEN:

Trevor Baylis Brands plc company registration no. 04547128 whose business address is The Enterprise Centre (West Wing), Spelthorne Civic Offices, Knowle Green, Staines, Middlesex TW18 1XB ("TBB") of the first part;

AND:

of address: _____

postcode: _____

telephone: _____

Email: _____

(the "Inventor") of the second part.

WHEREAS:

- A. The Inventor has developed a novel product and/or a process for its manufacture (the "Development") details of which will be disclosed to TBB following the date hereof.
- B. TBB has extensive knowledge and experience in assessing the novelty and the merchantability of developments (the "TBB Expertise")
- C. The Inventor wishes to have access to the TBB Expertise in order to determine the novelty and if required the marketability of the Development.
- D. TBB is willing to conduct an appraisal of the Development in order to determine the novelty and if required the merchantability thereof (the "Appraisal").
- E. In connection with the Appraisal each party (the "Disclosing Party") may disclose to the other (the "Receiving Party") certain of its own proprietary information, including, but not limited to, samples, specifications, formulae, manufacturing processes, know-how, technical descriptions and other technical and economic data, records and information pertaining to the Appraisal (excluding oral information except as set out in clause 2) (the "Confidential Information").
- F. Each party is agreeable to disclosing its Confidential Information to the other party upon the terms and conditions set forth below.

NOW, THEREFORE,

in consideration of the mutual obligations and undertakings hereinafter set forth, the parties hereto hereby agree as follows:

- 1. Each party will disclose to the other such of its Confidential Information as may be necessary for the Appraisal. For the avoidance of doubt, all intellectual property rights that the Inventor has in the Development and the related Confidential Information shall, subject to any subsequent written agreement to the contrary, remain the absolute property of the Inventor.
- 2. Confidential Information shall be disclosed in writing or other physical or electronic form, or if orally disclosed, the confidentiality thereof shall be confirmed in writing by the Disclosing Party as soon as practicable after such oral disclosure.
- 3. Subject to clauses 6 and 7, for a period of five (5) years from the date of disclosure, each party shall maintain the other party's Confidential Information in strict confidence and shall not itself use, except for the benefit of the Disclosing Party, or disclose the same to others without the prior written consent of the Disclosing Party, except when and to the extent that such Confidential Information:
 - 3.1. was known to the Receiving Party prior to the disclosure thereof by the Disclosing Party;
 - 3.2. is, or hereafter becomes, through no act of the Receiving Party, available to the public;
 - a. is disclosed to the Receiving Party by a third party having a bona fide right to do so;
 - b. is developed by the Receiving Party independently of any disclosure made hereunder, as may be evidenced by written records of the Receiving Party; or
 - c. the parties agree that it is not confidential

4. The Receiving Party may disclose Confidential Information to the minimum extent required by:
 - 4.1. any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body;
 - 4.2. the rules of any listing authority or stock exchange on which the shares of any company in the Receiving Party's group are listed or traded; or
 - 4.3. the laws or regulations of any country with jurisdiction over the affairs of any company within the Receiving Party's group.
5. Unless the Inventor has requested TBB not to conduct a commercial review of the idea, the Inventor hereby warrants and represents to TBB that, except as otherwise disclosed in writing to TBB at the date hereof:
 - 5.1. the Inventor has not offered any interest whatsoever in the Development to any person; and
 - 5.2. the Inventor is not in negotiations with any party relating to any interest whatsoever in the Development.
6. The Disclosing Party agrees that the Receiving Party is entitled to make available the Disclosing Party's Confidential Information to persons within its organisation, professional advisers, bankers or potential investors and their professional advisers on a "need to know" basis and that all persons to whom such Confidential Information is made available will be made aware of the strictly confidential nature of such Confidential Information and the restrictions imposed hereunder on the use thereof.
7. Without prejudice to the rights contained in clause 6, either party may make available the other party's Confidential Information to any other person provided that that person first enters into a confidentiality agreement with the Receiving Party containing confidentiality provisions equivalent to those contained in this Agreement (other than the right contained in this clause to pass the Confidential Information on to third parties).
8. Except as set out herein no rights or licences under any patent or under Confidential Information owned by the Disclosing Party are granted hereunder by such party to the other.
9. Neither party will disclose the other party's interest in the Development or the fact that the parties hereto are working on the Appraisal without such other party's written consent.
10. Unless the Inventor has requested TBB not to conduct a commercial review of the idea then during the period of this Agreement or until TBB confirms in writing sooner that it is taking no further action in respect of the Development the Inventor shall not alone or with other persons, directly or indirectly, without first informing TBB, procure or induce any other person to acquire any interest of any kind whatsoever in the Development or enter into any agreement, arrangement or understanding (whether legally binding or not) or do or omit to do any act as a result of which any other person may acquire such an interest in the Development.
11. Upon the conclusion of the work undertaken by the parties in connection with the Appraisal or at such earlier time as either party may request, each party shall return to the other or destroy at the other's request such Confidential Information within its possession or control and belonging to such other party.
12. Save for the provisions of Clause 3 above the terms of this Agreement shall terminate three (3) years from the effective date hereof (being the date set out on page 1).
13. In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.
14. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective successors and assigns. The Inventor shall not, without the prior written consent of TBB, be entitled to assign or sub-contract this Agreement or the rights or obligations under it. TBB shall be entitled to assign the benefit or burden of this Agreement to a third party.
15. This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

SIGNED BY:



Name and Title: Lynn Miller Marketing Director

For and on behalf of **TREVOR BAYLIS BRANDS plc**

SIGNED BY:

Inventor _____

If you do **not** wish us to conduct a commercial review of your idea please put a cross in this box and then initial it. _____

Non-Disclosure Agreement - complete this form and send it to TBB

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 - 3.1. was known to the Receiving Party prior to the disclosure thereof by the Disclosing Party;
 - 3.2. is, or hereafter becomes, through no act of the Receiving Party, available to the public;
 - 3.3. is disclosed to the Receiving Party by a third party having a bona fide right to do so;
 - 3.4. is developed by the Receiving Party independently of any disclosure made hereunder, as may be evidenced by written records of the Receiving Party; or
 - 3.5. the parties agree that it is not confidential

4. The Receiving Party may disclose Confidential Information to the minimum extent required by:
 - 4.1. any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body;
 - 4.2. the rules of any listing authority or stock exchange on which the shares of any company in the Receiving Party's group are listed or traded; or
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 - 5.2. the Inventor is not in negotiations with any party relating to any interest whatsoever in the Development.
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SIGNED BY:



Name and Title: Lynn Miller Marketing Director

For and on behalf of **TREVOR BAYLIS BRANDS plc**

SIGNED BY:

Inventor

If you do **not** wish us to conduct a commercial review of your idea please put a cross in this box and then initial it. _____

<p>Invention Description</p>	<p>Inventor Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Email:</p>
<p>The Invention or Business Idea What do you call your invention? We will use this name to refer to your idea.</p>	
<p>Problem Solved Please say briefly what problem your idea solves.</p> <p>If you can describe the problem and have thought of a way of solving it, but you lack the technical knowledge to design the solution we can still help you.</p> <p>If we think that your solution could work, our technical experts may be able to help with the design.</p>	
	<p>All we need to know is what it does, how it does it, and what you think it looks like.</p>
<p>Description Please provide a description of your idea and tell us what it does. Please include a sketch of your idea using a separate sheet of paper if necessary. If your invention is well developed or highly technical then a more detailed description is very helpful.</p> <p>We need as much information as possible but please do not worry that your description or drawings may not be good enough. We are quite used to working with basic details and we will call you if we need more information. We <u>do not need</u> elaborate drawings or prototypes.</p> <p>However, if you do have a detailed description or design then please enclose a copy of it to help us.</p>	
<p>Prototype Do you have a prototype and if so, who made it? Please do not send us any prototypes at this stage. We will ask if we need to see it.</p>	
<p>Similar Products Have you seen anything similar and if relevant, say why your idea is a better solution.</p>	
<p>Patent Information You don't need a Patent or Patent Application in place for us to evaluate your idea. If however, you have already applied for a Patent or Design Registration please provide details here. Please send copies of any relevant Patent Applications, Specifications and / or the results of a patent-search. Please do not send original documents.</p>	

Continuation Sheet 1 for Additional Details

Inventor Name:

Payment - complete and send to TBB with your Idea Description

(please tick)

credit or debit card

cheque

postal order

Please make cheques / postal orders payable to:
'Trevor Baylis Brands plc' and attach to this form

for credit & debit card payments,
please complete:



your name >>

your address >>

your telephone no. >>

postcode >>

cardholder name >>

If different from above

cardholder address >>

If different from above

postcode >>

card type >>

VISA

MASTERCARD

MAESTRO

SOLO

card no. >>

valid from >>

 /

expiry >>

 /

Issue number

(Maestro) >>

security >>

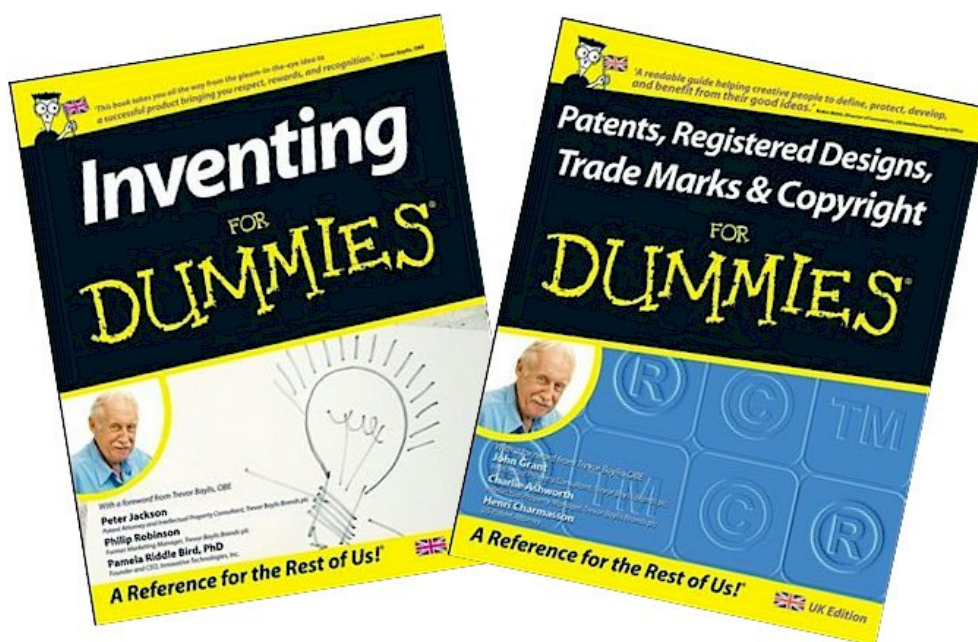
(last three digits of the number on the signature strip on the back of the payment card)

full amount: £299

I authorise Trevor Baylis Brands plc to charge my
credit / debit card with the amount of £299.00 in respect
of services provided.

cardholder signature >>

Reference Books from the Experts at Trevor Baylis Brands



Patents, Registered Designs, Trade Marks and Copyright For Dummies

By **John Grant, Charlie Ashworth & Henri J. A. Charmasson**

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