

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Edward John Burak	03/19/2007

RECEIVING PARTY DATA

Name:	Formway Furniture Limited
Street Address:	176 Gracefield Road
City:	Wellington
State/Country:	NEW ZEALAND

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	29249459
Application Number:	29249463
Application Number:	29249465
Application Number:	29277870

CORRESPONDENCE DATA

Fax Number: (801)328-1707

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 801.533.9800

Email: dtangren@wnlaw.com

Correspondent Name: Dana L. Tangren

Address Line 1: 60 East South Temple

Address Line 2: 1000 Eagle Gate Tower

Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:

14684.84,88,89,89.1

NAME OF SUBMITTER:

Dana L. Tangren

Total Attachments: 9

PATENT

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REEL: 019057 FRAME: 0078

OP \$160.00 29249459

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EDWARD JOHN BURAK
CHRISTOPHER WARREN BISMAN
PAUL MICHAEL WILKINSON
MARK RUNDLE PENNINGTON

FORMWAY FURNITURE LIMITED

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS

17 / MARCH / 2007

915663-1

DEED dated

2007

PARTIES

EDWARD JOHN BURAK, a New Zealand citizen, of 3B Jeep Road, Raumati South, New Zealand; **CHRISTOPHER WARREN BISMAN**, a New Zealand citizen, of 52 Kilbirnie Crescent, Kilbirnie, Wellington, New Zealand; **PAUL MICHAEL WILKINSON**, a New Zealand citizen of 43 Clark Street, Khandallah, Wellington, New Zealand; and **MARK RUNDLE PENNINGTON**, a New Zealand citizen, of 6 Farm Road, Northland, Wellington, New Zealand (collectively and severally the "Assignors")

FORMWAY FURNITURE LIMITED, a New Zealand company whose registered office is located at 176 Gracefield Road, Wellington, New Zealand ("Assignee")

INTRODUCTION

- A. The Assignors have devised or contributed to all or some of the Inventions, either during the course of employment with the Assignee or under a commission from the Assignee.
- B. Edward John Burak has devised the designs the subject of the Design Applications, either during the course of employment with the Assignee or under a commission from the Assignee.
- C. The Assignors acknowledge that the Assignee is or should be the legal and beneficial owner of the Inventions and the Intellectual Property Rights.
- C. To the extent that the Assignors own any Intellectual Property Rights, the Assignors have agreed to assign, and the Assignee has agreed to accept, such Intellectual Property Rights subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

"Copyright" means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and
- (b) any database rights,

comprising or relating to the Inventions as may exist anywhere in the world;

"Design Applications" means the design applications identified in the Schedule;

"Design Rights" means all rights in and to the designs to be applied to articles of or relating to the Inventions as may exist anywhere in the world including, but not limited to:

- (a) the right to protect such designs in relation to such articles and the rights conferred by such protection when granted;
- (b) any unregistered design rights;
- (c) any semi-conductor topography or integrated circuit layout rights; and
- (d) the Design Applications together with:
 - (i) any design registrations that may be granted pursuant to the Design Applications; and
 - (ii) any future design registration(s) and design application(s) that are based on or derive priority from or have equivalent claims to the Design Applications in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, and extensions).

"Intellectual Property Rights" means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Inventions as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

"Inventions" means any and all inventions the subject of the Patent Applications;

"Know-How" means any information, knowledge, experience, data and designs in the possession of the Assignor of a confidential nature and not in the public domain relating to the Inventions or the process for making or using it;

"Patent Applications" means the patent applications identified in the Schedule; and

"Patent Rights" means all patent rights in and to the Inventions as may exist or come into existence anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection in respect of the Inventions in any country;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Applications together with:
 - (i) any patents that may be granted pursuant to the Patent Applications; and

- (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Applications in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

2. ASSIGNMENT

2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignors, the receipt and sufficiency of which is hereby acknowledged by the Assignors, the Assignors hereby assign to the Assignee absolutely all of their respective rights, title and interest in and to:

- (a) the Inventions;
- (b) the Intellectual Property Rights; and
- (c) the Know-How and the full, unfettered and exclusive worldwide right to use the Know-How for any purpose whatsoever (including the filing of patent applications in respect of all or any part of it).

2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of:

- (a) all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed; and
- (b) all rights of ownership of any materials that form part of the Know-How.

2.3 **Moral rights:** The Assignors waive all of their respective moral rights arising from the Inventions throughout the world, to the extent that each of them may lawfully do so.

3. KNOW-HOW

3.1 **Provision of Know-How:** The Assignors will, at the request of the Assignee and to the extent outstanding:

- (a) disclose to the Assignee in writing all Know-How known to the Assignors;
- (b) provide all other reasonable assistance and information as may be reasonably necessary in order to assist the Assignee, or its nominee, to develop and make or use the Inventions; and
- (c) where possible, provide all original versions of the Inventions and any materials that form part of the Know-How.

3.2 Confidentiality:

- (a) The Assignors agree to treat all information relating to the Inventions, the Know-How and the Intellectual Property Rights as secret and confidential.
- (b) Following the execution of this deed, the Assignors will not use, disclose or publish the information referred to in paragraph (a) above without the Assignee's prior written consent.
- (c) These obligations of confidentiality will not extend to any information that is or becomes generally available to the public through no act or default of the Assignors. However, the Assignors will promptly advise the Assignee where the Assignors become aware of any actual or potential loss of secrecy or confidentiality in respect of such information.

4. IMPROVEMENTS

4.1 **Disclosure:** Following the date of this deed, the Assignors, while employed by the Assignee or under any commission from the Assignee, will immediately disclose to the Assignee all improvements in, modifications of or additions to:

- (a) the Inventions;
- (b) any original artistic, literary or other works relating to the Inventions; and
- (c) any designs to be applied to the articles of or relating to the Inventions,

devised, created, designed, contributed to or acquired by the Assignors ("Improvements").

4.2 Ownership of Improvements:

- (a) The Assignee will exclusively own all Improvements and all intellectual property rights in such Improvements. To the extent that any Improvements and such intellectual property rights do not on their creation vest in the Assignee but vest in the Assignors, the Assignors will hold such Improvements and intellectual property rights on trust for the Assignee.
- (b) The Assignors will at any time, upon the Assignee's reasonable request and at the Assignee's expense, appropriately execute all documents necessary to:
 - (i) confirm the Assignee's ownership of the Improvements and all intellectual property rights in such Improvements; or
 - (ii) file a protective application for such Improvements and intellectual property rights and/or defend such protective application.

5. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

5.1 **Further actions:** If requested by the Assignee the Assignors will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to:

- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection of the Intellectual Property Rights, with the understanding and the intention that all rights, title and interest in and to such applications and any granted protection is to vest in the Assignee;
- (b) vest any such protection referred to in paragraph (a) in the Assignee;
- (c) assist the Assignee to:
 - (i) enable enforcement of any of the Intellectual Property Rights (including obtaining all remedies as may be available for infringement of the Intellectual Property Rights);
 - (ii) defeat any challenge to the validity of any of the Intellectual Property Rights;
 - (iii) defend any opposition proceedings brought by a third party in respect of the Intellectual Property Rights; or
 - (iv) conduct opposition proceedings in respect of any application for intellectual property protection by a third party where such application may adversely affect the Assignee's ability to exploit the Intellectual Property Rights; and
- (d) otherwise implement and carry out the Assignors' obligations under this deed.

5.2 **Power of attorney:** Each of the Assignors hereby irrevocably appoints the Assignee as his attorney with full power to act in his name and on his behalf in fulfilling any of the matters set out in clause 5.1:

- (a) to the extent that he fails to do any of such matters after being called upon to do so by the Assignee; or
- (b) if the Assignee is unable, after making reasonable and proper inquiries, to locate him to request the fulfilment of such matters.

Wherever practicable, the Assignee will inform the relevant Assignors of any actions taken by the Assignee under this clause 5.2.

6. GENERAL

6.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.

6.2 **Entire agreement:** This deed contains the whole of the contract and understanding between the parties relating to the matters covered by it and supersedes all prior representations, agreements, statements and understandings between the parties relating to those matters, whether verbal or in writing.

6.3 **Facsimile counterparts:**

- (a) This deed may be executed in any number of counterparts (including facsimile copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

6.4 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED

SIGNED by EDWARD JOHN BURAK in
the presence of:

Signature



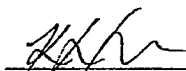
WITNESS

Signature:

Name:

Address:

Occupation:


Katherine Sutherland
30b Collier Ave, Karori Wellington
Design Strategy

SIGNED by CHRISTOPHER WARREN
BISMAN in the presence of:

Signature



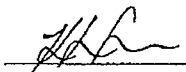
WITNESS

Signature:

Name:

Address:

Occupation:


Katherine Sutherland
30b Collier Ave, Karori, Wellington
Design Strategy

SIGNED by PAUL MICHAEL
WILKINSON in the presence of:

P-M Wilkes
Signature

WITNESS

Signature: HH
Name: Katherine Sutherland
Address: 30b Collier Ave, Karori, Wellington
Occupation: Design Strategy

SIGNED by MARK RUNDLE
PENNINGTON in the presence of:

MR Pennington
Signature

WITNESS

Signature: HH
Name: Katherine Sutherland
Address: 30b Collier Ave, Karori, Wellington
Occupation: Design Strategy

SCHEDULE
PATENT APPLICATIONS

Country	Patent Application No.	Title	Date Filed
United States of America	60/828,591	A Workstation	6 October 2006
United States of America	60/894,421	A Workstation	12 March 2007
United States of America	60/828,588	A Screen	6 October 2006

DESIGN APPLICATIONS

Country	Design Application No.	Title	Date Filed
United States of America	29/277,870	Desktop Cluster, Workstation Cluster, Desktop and Workstation	12 March 2007
United States of America	29/249,463	Desktop and Workstation	6 October 2006
United States of America	29/249,459	Desktop Cluster and Workstation Cluster	6 October 2006
United States of America	29/249,465	Desktop Cluster, Workstation Cluster, Desktop and Workstation	6 October 2006
New Zealand	408819	a Set of Desktop Clusters and Workstation Clusters	12 March 2007
New Zealand	408820	a Set of Desktops and Workstations	12 March 2007