

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Arthur Pickering	05/25/2007
RECEIVING PARTY DATA	
Name:	John Hinde Limited
Street Address:	IDA Business Park
Internal Address:	Southern Cross Road
City:	Bray, Co. Wicklow
State/Country:	IRELAND
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	29271219
Application Number:	29271252
CORRESPONDENCE DATA	
Fax Number:	(212)515-6969
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-326-0180
Email:	ALangsam@pryorcashman.com
Correspondent Name:	Andrew S. Langsam
Address Line 1:	410 Park Avenue- 10th Floor
Address Line 2:	Pryor Cashman LLP
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	13160.00002/3
NAME OF SUBMITTER:	Andrew S. Langsam
<p>Total Attachments: 9</p> <p>source=Assignment#page1.tif</p> <p>source=Assignment#page2.tif</p>	

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Dated the 25 day of May 2007

ARTHUR PICKERING

and

JOHN HINDE LIMITED

ASSIGNMENT OF INDUSTRIAL DESIGNS

LK SHIELDS

S O L I C I T O R S

39/40 UPPER MOUNT STREET, DUBLIN 2.

TEL: 353+1 661 0866,

FAX: 353+1 661 0883

E-MAIL: email@lkshields.ie

WEBSITE: <http://www.lkshields.ie>

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SCHEDULE A

THIS AGREEMENT is dated the 25 day of May 2007

PARTIES

- (1) **ARTHUR PICKERING**, an individual of Greycot, Shutta Road, East Looe, Cornwall, PL13 1HW, United Kingdom. (Assignor)
- (2) **JOHN HINDE LIMITED** incorporated and registered in Ireland whose registered office is at IDA Business Park, Southern Cross Road, Bray, Co. Wicklow, Ireland (Assignee).

BACKGROUND

- (A) The Assignor has created certain designs for a Piggy Bank and Drink Bottle (copies of which are attached at Schedule A hereinafter known as **Designs** on the instructions of the Assignee.
- (B) The Assignor has agreed to assign to the Assignee all right, title, share and interest including copyright and design right in the Designs on the terms set out below.

AGREED TERMS

1. ASSIGNMENT

In consideration of the sum of £500 (receipt of which the Assignor hereby acknowledges)], the Assignor with full title guarantee assigns, sells, transfers and sets over to the Assignee the following rights:

- (a) all right, property, title and interest in and to the Designs including any goodwill if any associated thereto.
- (b) the copyright and all other rights in the nature of copyright in the Designs.
- (c) all design right and the right to apply for registered design or similar protection including other intellectual property rights conferred by the law of the United Kingdom and all other countries of the world in the Designs or any part of the Designs and all preliminary workings of the same in all parts of the world, absolutely and in each case for the remainder of the term or, as applicable, for the full term of the same including any renewals, extensions or revivals; and

together with all related rights and powers arising or accrued, including the right to sue for damages and other remedies in respect of any infringement of all these assigned rights prior to the date of this assignment to hold, use, exercise and enjoy the same unto the Assignee; its successors and assigns absolutely on a worldwide basis for the whole period of such rights capable of being assured by the Assignor.

2. WARRANTIES

The Assignor warrants that, as at the date of this assignment;

- (a) no other person apart from the Assignee was involved with the Assignor in the creation of the Designs;
- (b) it has not granted or assigned any rights of any nature in the Designs to any third party in any part of the world; and
- (c) the Designs contain nothing that is libellous, defamatory or indecent and do not infringe the statutory or common law rights of any third parties.

3. FURTHER ASSURANCE

The Assignor undertakes, at the request and expense of the Assignee, to bring into effect or do all acts and execute all documents which may be necessary to confirm the title of the Assignee to the rights assigned under this assignment, whether in connection with any registration of that title to copyright or design right or other similar right or otherwise.

4. WAIVER OF MORAL RIGHTS

The Assignor being the author of the Designs waives absolutely his right to be identified as the author of the Designs granted by section 77 of the Copyright, Designs and Patents Act 1988 and his right to object to derogatory treatment thereof granted by section 80 of that Act and, so far as is legally possible, any broadly equivalent rights he may have in any territory of the world.

5. GOVERNING LAW AND JURISDICTION

This assignment shall be governed by and construed in accordance with the law of England and the parties agree to submit to the non-exclusive jurisdiction of the English courts as regards any claim or matter arising in relation to this assignment.

6. EFFECTIVE DATE

Both parties agree that the effective dates of the assignment shall be 6th June 2005 in respect of the Piggy Bank and 1st September 2005 for the Drink Bottles.

7. BINDING ON SUCCESSORS

The Assignee may assign, transfer, charge or deal in any other manner with this Assignment or any of its rights under it. This Assignment shall enure to the benefit of and be binding upon the respective parties to this Assignment and their respective successors, personal representatives, licensees and assigns.

8. COUNTERPARTS

This Assignment may be executed in any number of counterparts (whether original or facsimile) and upon execution of all such counterparts by one or more parties each counterpart shall be deemed to be an original hereof.

9. SEVERABILITY

If any term or provision in this Assignment shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall, to that extent, be deemed not to form part of this Assignment but the enforceability of the remainder of this Assignment shall not be affected.


IN WITNESS WHEREOF the parties to this Assignment have caused their seals to be affixed to this Assignment the day and here first hereinbefore written.

SIGNED SEALED AND DELIVERED

By ARTHUR PICKERING

In the presence of:

**PRESENT when the COMMON SEAL
Of JOHN HINDE LIMITED was affixed hereto:**



Arthur Pickering



Witness



Director



Director/Secretary

SCHEDULE A

