

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sara Johnson	04/04/2008
RECEIVING PARTY DATA	
Name:	Sara & Simon Limited
Street Address:	Collingwood House, Collingwood Street
Internal Address:	Bishop Auckland, County Durham
City:	Coundon
State/Country:	UNITED KINGDOM
Postal Code:	DL14 8LG
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11664209
Application Number:	29291248
CORRESPONDENCE DATA	
Fax Number:	(617)227-4420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(401) 276-6653
Email:	lrollins@eapdlaw.com
Correspondent Name:	George N. Chaclas
Address Line 1:	111 Huntington Avenue
Address Line 4:	Boston, MASSACHUSETTS 02119
ATTORNEY DOCKET NUMBER:	67379 & 68992DES(50024)
NAME OF SUBMITTER:	George N. Chaclas
<p>Total Attachments: 8</p> <p>source=67379 & 68992DES(50024) - Assignment#page1.tif</p> <p>source=67379 & 68992DES(50024) - Assignment#page2.tif</p>	

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I hereby certify this to be a true
and accurate copy of original

Signed
Blackett Hart & Pratt LLP

DATED: 4 APRIL 2008

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

between

SARA ANNE DAVIES

and

SARA & SIMON LIMITED



Westgate House
Faverdale
Darlington DL3 0PZ

Tel: 01325 466794
Fax: 01325 376509

Ref: MJR.KE.88469

THIS AGREEMENT is made on 4th April 2008

PARTIES

- (1) **SARA ANNE DAVIES** of Collingwood House, Collingwood Street, Coundon, Bishop Auckland, County Durham DL14 8LG ("the **Assignor**").
- (2) **SARA & SIMON LIMITED** incorporated and registered in England and Wales with company number 6510229 whose registered office is at Collingwood House, Collingwood Street, Coundon, Bishop Auckland, County Durham DL14 8LG ("the **Assignee**").

BACKGROUND

- (A) The Assignor has created the materials listed in Schedule 1 ("the **Work**").
- (B) The Assignor is the proprietor of the Intellectual Property Rights (as defined below) including, without limitation, the applications therefor, and registrations thereof set out in Schedule 2 (together "the **Registered Rights**"), many of which are currently registered or pending in her maiden name, Sara Anne Johnson.
- (C) The Assignor has agreed to assign to the Assignee the Intellectual property rights in the Work and to assign the Registered Rights to the Assignee on the terms set out below.

AGREED TERMS

1. INTERPRETATION

The definition in this clause applies in this agreement.

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

2. ASSIGNMENT

- 2.1 In consideration of the sum of £300,000.00 exclusive of value added tax (receipt of which is due 28 days from the date hereof), the Assignor assigns to the Assignee with full title guarantee the following rights:
- (a) all Intellectual Property Rights in the Work;
 - (b) the Registered Rights;
 - (c) all goodwill attaching to the registered trade marks listed in Part 1 of Schedule 2 ("the **Registered Trade Marks**") and the marks listed in Schedule 3 ("the **Unregistered Marks**");
 - (d) the exclusive right for the Assignee and its successors and assignees to carry on the Assignor's business under the Unregistered Marks and to represent itself as carrying on such business in succession to the Assignor; and
 - (e) the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause 2.1 which occurred prior to the date of this assignment.
- 2.2 The Assignee shall be responsible for payment of value added tax (VAT) on the assignment, subject to production of a valid VAT invoice by the Assignor.

3. PROCEEDINGS

The Assignor agrees and undertakes to provide to the Assignee (at its request) all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this agreement.

4. WARRANTIES

The Assignor warrants that, at the date of this agreement:

- (a) the Work is her original work, and has not been copied wholly or substantially from any other source, and that as far as she is aware the use by the Assignee of the rights assigned to it will not infringe the rights of any third party;
- (b) the Assignor is the sole owner of all Intellectual Property Rights in the Work;
- (c) the Registered IPRs have been maintained and are in force, and all renewal fees have been paid;
- (d) she has not licensed or assigned any rights in the Work to any third party in any part of the world; and

- (e) as far as she is aware, the Work does not infringe the statutory or common law rights of any third party.

5. FURTHER ASSURANCE

The Assignor shall at the cost and expense of the Assignee do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time reasonably require in order to give the Assignee the full benefit of this agreement, whether in connection with any registration of title or other similar right or otherwise.

6. WAIVER OF MORAL RIGHTS

The Assignor, being the sole author of the Work, waives absolutely his moral rights arising under Chapter 4 of the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights he may have in any territory of the world.

7. GOVERNING LAW AND JURISDICTION

- 7.1 This agreement shall be governed by and construed in accordance with the law of England and Wales.
- 7.2 Each party irrevocably agrees to 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.

Schedule 1 Work

The Enveloper

The Ultimate

The Envelobox

Top Score

and associated consumables and brands, all being products, product lines, services and brands concerned with craft.

Schedule 2 Registered Rights								
Case Type	Case Number	Applicant	Catch	status	AppBcation No	Priority Date	Filing Date	Country
Part 1			Registered Trade Marks					
TM	134747.GB.01	Sara Johnson	ENVELOPER (SER)	REGISTERED	2412531	31-01-2006	31-01-2006	United Kingdom
TM	134702.GB.01	Sara Johnson	CRAFTERS COMPANION (SFR)	REGISTERED	2412526	31-01-2006	31-01-2006	United Kingdom
TM	137091.GB.01	Sara Johnson	TOP SCORE 09	REGISTERED	2462706	27-07-2007	27-07-2007	United Kingdom
TM	137090.GB.01	Sara Johnson	ENVELOBOX	REGISTERED	2459379	12-06-2007	12-06-2007	United Kingdom
Part 2			Pending Trade Mark Applications					
TM	134747.US.01	Sara Johnson	ENVELOPER	PENDING	77225787	10-07-2007	10-07-2007	United States
TM	137091.US.01	Sara Johnson	TCP SCORE	PENDING	77225620	10-07-2007	10-07-2007	United States
TM	137090.US.01	Sara Johnson	ENVELOBOX	PENDING	77302446	12-06-2007	12-10-2007	United States
TM	137090.EM.01	Sara Johnson	ENVELOBOX 3	ACCEPTED	006357891	12-06-2007	12-10-2007	Community
Part 3			Granted Patents					
Patent	134998.GB.01	Sara Davies	ENVELOPE MAKING DEVICE	GRANTED	0514008.1	15-07-2005	17-07-2006	United Kingdom
Part 4			Patent Applications Pending					
Patent	134998.CA.01	Sara Johnson	ENVELOPE MAKING DEVICE	PENDING	gb2006/002646	15-07-2005	10-07-2006	Canada
Patent	134998.EP.01	Sara Johnson	ENVELOPE MAKING DEVICE	PENDING	06764988.9	15-07-2005	17-07-2006	Europe
Patent	134998.WO.01	Sara Johnson	ENVELOPE MAKING DEVICE	NATIONAL PHASED	gb2006/002646	15-07-2005	17-07-2006	Patent Co-operation Treaty (PCT)
Patent	134998.US.01	Sara Johnson	ENVELOPE MAKING DEVICE	PENDING	11/664209	15-07-2005	17-07-2006	United States
Patent	134998.AU.01	Sara Johnson	ENVELOPE MAKING DEVICE	PENDING	2006271510	15-07-2005	17-07-2006	Australia
Part 5			Granted and Pending Design Registrations					
Design	138014.US.01	Sara Johnson	ENVELOBOX CRAFT TOOL	ACCEPTED	29/291248		21-08-2007	United States
Design	134749.EM.01	Sara Johnson	CRAFT TOOL	REGISTERED	563721	09-02-2006	20-07-2006	Community
Design	134749.GB.01	Sara Johnson	CRAFT TOOL	REGISTERED	3023895	08-02-2006	08-02-2006	United Kingdom
Copyright (c) 2008, Murgitroyd & Company. All Rights Reserved.								

Schedule 3 Unregistered marks

(this Schedule is intentionally blank)

This agreement has been entered into on the date stated at the beginning of it.

EXECUTED and DELIVERED as a DEED
by **SARA ANNE DAVIES**

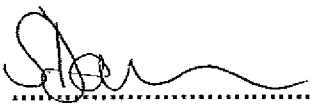
in the presence of :-

Witness Signature

Witness Name

Address

Occupation

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Helen Johnson

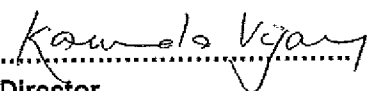

7b. Orange Bungalow

Collingwood St.

Cowdon, DL14 8LG .

Student-

EXECUTED and DELIVERED as a DEED
by **CRAFTER'S COMPANION LIMITED**
acting by two directors or by one
director and the company secretary

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} Director
}
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} Director/Company Secretary