

12/451029

IAP05Rec'd PCT 23 OCT 2009

10-28-2009



103578964

U.S. DEPARTMENT OF COMMERCE

FORM COVER SHEET
ITS ONLY

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party:

Nicholas John Leywood, John Edward Smith and Natarsha Skye Leywood

Additional names attached

Yes No

2. Name and address of receiving party(ies):

Box Clever Pty Limited
4 Mulgowrie Crescent
Balgowlah Heights, NSW, Australia

3. Nature of Conveyance:

Assignment
 Other:

Change of Name

Execution Date: July 11, 2007

Additional name(s) & address(es) Yes No

4. Application Number or Patent Number

If this document is being filed together with a new application, the execution date of the application is:

12.451029

April 18, 2008

Application Number

Patent Number

PCT/AU2008/000542

If checked, additional numbers are attached

5. Name and address of party to whom correspondence concerning document should be mailed:

David N. Lathrop
Intellectual Property Law Office of David N. Lathrop
No. 827
39120 Argonaut Way
Fremont, CA 94538

6. Total Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Charge to deposit account (copy attached)

8. Deposit account number:

DO NOT USE THIS SPACE

9. Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached document is a true copy or the original document.

David N. Lathrop

October 23, 2009

Name

Signature

Date

Total # pages including cover sheet:

11

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the US patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Rev. 05/03

Atty. File No.: CLW002 US

10/26/2009 LLANDGRA 00000012 12451029

05 FC:8021

40.00 DP

PATENT

REEL: 023434 FRAME: 0562

12/451029

THIS DEED made effective on the day set out in Schedule One

BETWEEN the party identified in Schedule Two (the "Assignor") of the First Part

AND the party identified in Schedule Three (the "Assignee") of the Second Part

WHEREAS:

- A. The Assignor has made one or more inventions in relation to a Collapsible Seat (the "Invention/s")**
- B. The Assignor has agreed to assign to the Assignee, and the Assignee desires to take an assignment of, all the right, title and interest of the Assignor in and to the Invention/s.**

NOW THIS DEED WITNESSETH that in consideration of the premises the Assignor does hereby assign to the Assignee all right, title and interest in and to the Invention/s, including:

- (1) all right, entitlement and power to make any application for Letters Patent, Design Patent, Registered Design, Utility Model or any other form of protection in respect of all or any of the Invention/s to the benefit of the Assignee, in any country;**
- (2) all right, title and interest in and to any Letters Patent or any other form of protection granted as a result of any application referred to in (1) above;**
- (3) all right, title and interest in and to any copyright owned by the Assignor in any literary work or artistic work relating to the Invention/s, together with the right, entitlement and power to apply for registration of Copyright, Design, Design Patent or like protection, to the benefit of the Assignee in any country;**

- (4) all right, title and interest in and to any registration of Copyright, Design, Design Patent or like protection granted as a result of any application referred to in (3) above; and
- (5) the right to sue in respect of any infringement of such Copyright which may have occurred before the date of this Deed.

AND the Assignor agrees to sign, execute and deliver all documents, forms and papers reasonably required to be produced or obtained by the Assignee in connection with any of the matters referred to in (1) to (5) above.

Moral Rights Consent: the Assignor, as the author of literary and/or artistic works, presently made or to be made in relation to the Invention/s ("Works"), hereby provides consent to each of the following acts in relation to the Works:

- (a) reproduction of the Works in a material form;
- (b) publication of the Works;
- (c) communication or exhibition of the Works to the public; and
- (d) the making of adaptations of the Works.

The Assignor hereby agrees that:

- (i) there is no need to identify the Assignor as the author or an author of the Works;
- (ii) another person or persons may be identified as an or the author of the Works, providing that person or those persons have contributed to the Works; and
- (iii) the Works may be materially altered in any way.

SCHEDULE ONE:

the effective date of this deed: 10 July 2007

SCHEDULE TWO:

the Assignor:

Name: John Edward Smith

**Address: 4 Mulgowrie Crescent, Balgowlah Heights,
NSW, 2093, AUSTRALIA**

SCHEDULE THREE:

the Assignee:

Name: Box Clever Pty Limited

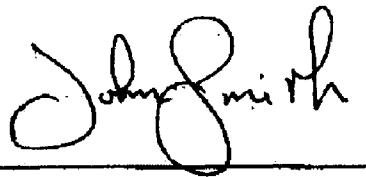
**Address: 4 Mulgowrie Crescent, Balgowlah Heights,
NSW, 2093, AUSTRALIA**

**IN WITNESS WHEREOF the parties hereto have executed these presents
effective the date in Schedule One.**

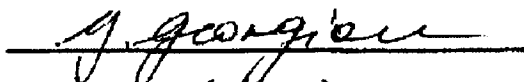
SIGNED SEALED and DELIVERED)

by the said John Edward Smith)

in the presence of:)



John Edward Smith

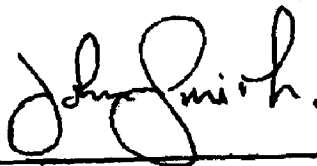


(witness)

SIGNED SEALED and DELIVERED)

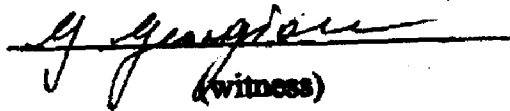
by the said Box Clever Pty Limited)

in the presence of:)



Name: JOHN EDWARD SMITH.

Position: MANAGING DIRECTOR


(witness)

THIS DEED made effective on the day set out in Schedule One

BETWEEN the first parties identified in Schedule Two (the "Inventors") of the First Part

AND the second party identified in Schedule Two (the "Employer") of the Second Part

AND the party identified in Schedule Three (the "Assignee") of the Third Part

WHEREAS:

- A. One or both of the inventors has made one or more inventions in relation to a collapsible seat as disclosed in Australian Provisional Patent Application No 2007903756 and Australian Design Application No. 18840/2007 (the invention/s)
- B. The Inventors made the Invention/s in accordance with the terms of employment by the employer.
- C. The Employer has agreed to assign the Assignee and the Assignee desires to take an assignment of, all the right, title and interest of the Employer and the Assignor have agreed to assign to the Assignee, and the Assignee desires to take an assignment of, all the right, title and interest of the Employer in and to the Invention/s.

NOW THIS DEED WITNESSES that in consideration of the premises:

- (1) Each of the inventors acknowledges and warrants that prior to execution of this Deed all rights in the invention/s belong to the Employer and the Employer has the right to transfer the rights transferred herein to the Assignee.
- (2) For more abundant caution, in Clause 3 below each of the inventors assigns any rights not belonging to the Employer by virtue of the terms of the Inventors' employment, to the Assignee as set out below. all right, title and interest in and to any registration of Copyright, Design, Design Patent or like protection granted as a result of any application referred to in (3) above; and
- (3) Each of the Inventors and the Employer does hereby assign to the Assignee all right, title and interest and in to the Invention/s including:

- (a) all right, entitlement and power to make any application for Letters Patent, Design Patent, Registered Design, Utility Model or any other form of protection in respect of all or any of the invention/s to the benefit of the Assignee, in any country;
- (b) all right, title and interest in and to any Letters Patent or any other form of protection granted as a result of any application referred to in (a) above;
- (c) all right, title and interest in and to any copyright owned by each of the Inventors or the Employer in any literary work or artistic work relating to the Invention/s, together with the right, entitlement and power to apply for registration of Copyright, Design, Design Patent or like protection, to the benefit of the Assignee in any country;
- (d) all right, title and interest in and to any registration of Copyright, Design, Design Patent or like protection granted as a result of any application referred to in (c) above; and
- (e) the right to sue in respect of any infringement of such Copyright which may have occurred before the date of this Deed.

AND the Inventors and Employer each agrees to sign, execute and deliver all documents, forms and papers reasonably required to be produced or obtained by the Assignee in connection with any of the matters referred to in (a) to (e) above.

4. Moral Rights Consent: each of the Inventors, as the author of literary and/or artistic works, presently made or to be made in relation to the Invention/s ("Works"), hereby provides consent to each of the following acts in relation to the Works:

- (a) reproduction of the Works in a material form;
- (b) publication of the Works;
- (c) communication or exhibition of the Works to the public; and
- (d) the making of adaptations of the Works.

Each of the Inventors hereby agrees that:

- (i) there is no need to identify the relevant Inventor as the author or an author of the Works;**
- (ii) another person or persons may be identified as an or the author of the Works, providing that person or those persons have contributed to the Works; and**
- (iii) the Works may be materially altered in any way.**

SCHEDULE ONE: the effective date of this deed: 11 July 2007

SCHEDULE TWO: the Inventors:

1. Name: Nicholas John Leywood
Address: 101 Byrnes Road, Wagga Wagga, NSW,
2650, Australia
2. Name: Natarsha Skye Leywood
Address: 101 Byrnes Road, Wagga Wagga NSW,
2650, Australia

The Employer

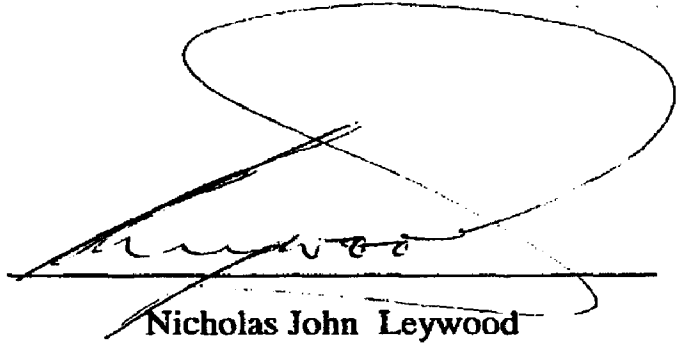
2. Name: Specialised Packaging Services PTY LTD
ACN: 003 119 275
Address: 101 Byrnes Road, Wagga Wagga, NSW,
2650, Australia

SCHEDULE THREE: the Assignee:

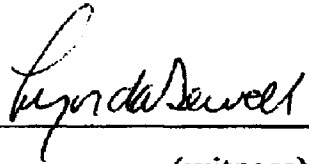
Name: Box Clever Pty Limited
Address: 4 Mulgowrie Crescent, Balgowlah Heights,
NSW, 2093, Australia

IN WITNESS WHEREOF the parties hereto have executed these presents effective the date in Schedule One.

SIGNED SEALED and DELIVERED)
by the said Nicholas John Leywood)
in the presence of:)



Nicholas John Leywood



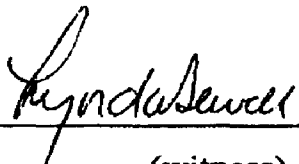
(witness)

Lynda Joy Sewell

SIGNED SEALED and DELIVERED)
by the said Natarsha Leywood)
in the presence of:)



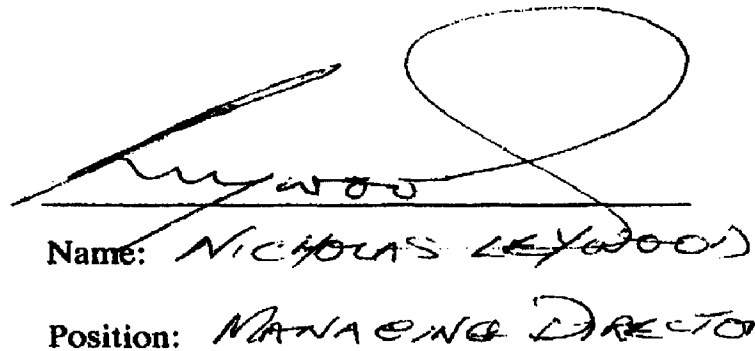
Natarsha Leywood



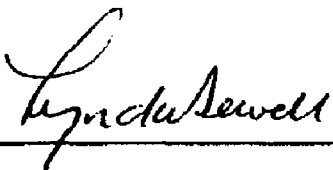
(witness)

Lynda Joy Sewell

SIGNED SEALED and DELIVERED)
by the said Specialised Packaging)
Services Pty Limited)
in the presence of:)



Name: NICHOLAS LEYWOOD
Position: MANAGING DIRECTOR



(witness)

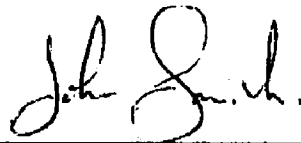
Lynda Joy Sewell

Ad documents and notices filed with the court pursuant to court order filed 01/14/2014

SIGNED SEALED and DELIVERED)

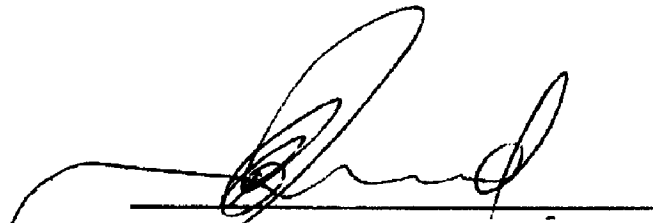
by the said Box Clever Pty Limited)

in the presence of:)



Name: JOHN EDWARD SMITH.

Position: MANAGING DIRECTOR



(witness)

BEVAN J. REED.