

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Keith Whalley	02/02/2011
RECEIVING PARTY DATA	
Name:	Eddie Messenger
Street Address:	37 Kings Lane
Internal Address:	Manchester
City:	Stretford
State/Country:	UNITED KINGDOM
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D459583
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ATTORNEY DOCKET NUMBER:	148/270 JSB:KRP
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Total Attachments: 1 source=148-270-asn#page1.tif	

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Agreement

Between Eddie Messenger & Keith Whalley In respect of U.K., European, and U.S. Sports Toothbrush Patents/design registrations currently held in joint names

Eddie Messenger
37 Kings Lane, Stretford
Manchester M32 8GG.

Keith Whalley
27 Bolbury Crescent, Swinton
Manchester M27 8AJ

1. Eddie Messenger shall take full control and full sole ownership of all U.K. and European sports toothbrush patents/design registrations that are currently held in joint names relating to football (also known as soccer). These include the 'Shirt and Shorts' (U.K. Grant Number 2096839), the German 'Shirt and Shorts' (German Design/Patent Number.401 03 648.0), the Italian 'Shirt and Shorts' (Italian Design/Patent Number.PD20010000025.), the Spanish 'Shirt and Shorts' (Spanish Design/Patent Number.151150), the 'Toothbrush Holder' (U.K. Grant Number 2099073) and in addition the U.S. patented 'Toothbrush' (U.S. Patent Number D459, 583 S). Should these designs be used in the U.S. then they cannot be used in connection with American Football, Baseball, Basketball or Ice Hockey. All other markets in the USA & Worldwide other than American Football, Baseball, Basketball & Ice Hockey are exclusive to Eddie Messenger to exploit with his designs.
2. Keith Whalley shall take full control and full sole ownership of all patents/design registrations relating to the U.S. sports toothbrush patents/design registrations that are currently held in joint names. These shall include the 'American Football Toothbrush' (U.S. Patent Number D457, 001 S/U.K. Grant Number 2097706), the 'Baseball Toothbrush' (U.S. Patent Number D465,334 S/U.K. Grant Number 2098561), the 'Basketball toothbrush' (U.S. Patent Number D457,002 S/U.K. Grant Number 2097705). These designs are only to be used in the U.S. sports markets to which they relate with the additional option of their use in connection with Ice Hockey if required. Keith Whalleys designs are only applicable to these 4 sports, all other sports or new identified markets are exclusive to Eddie Messenger to exploit with his designs listed above in paragraph 1.
3. Eddie Messenger agrees to relinquish all claims to any profits emanating from the exploitation of the patents/design registrations controlled and owned by Keith Whalley as listed paragraph 2.
4. Keith Whalley agrees to relinquish all claims to any profits emanating from the exploitation of the patents/design registrations controlled and owned by Eddie Messenger as listed paragraph 1.
5. Neither party shall be liable for any losses emanating from the exploitation of the patents/design registrations controlled and owned by the other party as listed in paragraphs 1 & 2.
6. Both parties are free to enter into licensing agreements with third parties for the exploitation of the patents/design registrations they have agreed to control and own according to paragraphs 1 & 2 without the consent or knowledge of the other party.
7. Both parties shall have access to the football moulds that are currently held at Shummi and Itapol in Shenzhen, China, and shall raise no objections or charges to the other party using them to exploit their respective patents/design registrations as referred to in Paragraphs 1 & 2 above. These moulds are jointly owned by Eddie Messenger & Keith Whalley.
8. The terms of this Agreement shall be effective from the date it is signed by both parties and shall continue for so long as the patents/design registrations are valid, with such validity to include any renewal of the patents/design registrations beyond their current expiration date. If required, both parties agree to support and cooperate with the other party in the renewal of such patents/design registrations and sharing of previous experience/knowledge to exploit their own opportunities.

Signed.....

Eddie Messenger

3 FEB 2011

Signed.....

Keith Whalley

Witnessed.....

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