

U.S. DEPARTMENT OF COMMERCE  
**PATENTS ONLY**

FORM PTO-1595

**RECORDATION FORM COVER SHEET**

OMB No. 0651-0027

U.S. Patent Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

PIN ESSENTIALS LTD

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Name: TIPRC LIMITEDInternal Address: 32 Parsonage Brow  
UphollandSkelmersdale

Street Address:

City: Lancashire State WN80JGCountry: Great Britain Zip: \_\_\_\_\_Additional name(s) & address(es) attached? Yes ☐ No ☒

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Sale Agreement (See page 5 of the agreement)

Execution Date: April 30, 2011

## 4. Application number(s) or patent number(s)

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

## A. Patent Application No(s).

US Appl. 12/092,521 filed August 12, 2008

## B. Patent No(s).

Additional numbers attached? ☐ Yes ☒ No

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

Name: Evelyn A. DefilloRegistration No. 45.630DEFILLO & ASSOCIATES, INCAddress: PO Box 14104City: Clearwater State: FL Zip: 337666. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): \$ 40.00  
☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account.  
Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

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 copy is a true and correct copy of the original document.

Evelyn A. Defillo

Name of Person Signing

  
SignatureAugust 29, 2012

Date

Total number of pages including cover sheet, attachments, and document: 10 + credit card form

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services, Director, U.S. Patent and Trademark Office,  
P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

REEL: 028864 FRAME: 0556

700492304

OP \$40.00 12092521

**INTELLECTUAL PROPERTY SALE AGREEMENT**

**DATED 30<sup>TH</sup> APRIL 2011**

**SALES AND ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

**BETWEEN**

**PETER RAMSEY & LOUISE RAMSEY**

**and**

**TIPRC LIMITED**

**PATENT**

**REEL: 028864 FRAME: 0557**

**CONTENTS****CLAUSE**

1.	Interpretation .....	1
2.	Sale and Assignment of Intellectual Property Rights .....	2
3.	Proceedings .....	2
4.	Warranties .....	2
5.	Further assurance .....	3
6.	Representation on Authority of Parties / Signatories .....	3
7.	Headings .....	3
8.	Governing law and jurisdiction .....	4

**SCHEDULE**

SCHEDULE 1	IPR .....	5
------------	-----------	---

**THIS INTELLECTUAL PROPERTY SALE AGREEMENT (THE AGREEMENT ) IS MADE AND EFFECTIVE THIS 30<sup>TH</sup> DAY OF APRIL, 2011. THIS ASSIGNMENT IS DATED AND EFFECTIVE THIS 30<sup>TH</sup> DAY OF APRIL, 2011.**

**BETWEEN PARTIES**

- (1) **Mr Peter Ramsey and Mrs Louise Ramsey** of 32 Parsonage Brow, Upholland, Skelmersdale, Lancashire, WN8 0JG ('Seller' and 'Assignor').
- (2) **TIPRC LIMITED** incorporated and registered in England and Wales with company number 6452719 whose registered office is at 32 Parsonage Brow, Upholland, Skelmersdale, Lancashire, WN8 0JG ('Buyer' and 'Assignee').

**BACKGROUND**

- (A) The Seller/Assignor has full ownership of the IPR listed in Schedule 1 (IPR) and is selling all rights to the Assignee.
- (B) The Buyer/Assignee, wishes to irrevocably acquire the entire rights, title, and interest in the **Intellectual Property Rights** and exploit such property.
- (C) By the Assignors terms and conditions (**the Conditions**) the Assignor agreed following receipt of payment of the invoice for £20,000 by the Assignee to sell and assign to the Assignee all **Intellectual Property Rights** listed in Schedule 1 (IPR).

**AGREED TERMS**

**1. INTERPRETATION**

The definition in this clause applies in this agreement.

**Intellectual Property Rights:** all intellectual property, including, but not limited to: 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), rights to claim priority and seniority, 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.

**Technology:** means any technology owned by Seller and sold to the Buyer, related to **Intellectual Property Rights** including, without limitation, all Intellectual property Rights and Technical Information.

**Documents:** includes all information fixed in any tangible medium of expression in whatever form or format, and copies thereof.

**Technical Information:** means all know-how and related technical knowledge of the Seller, relating to the Intellectual Property described in Schedule 1 (IPR) including, without limitation:

- i) All trade secrets and other proprietary know-how, public information, non-proprietary know-how and invention disclosures;
- ii) Any information of a technical or business nature regardless of its form;
- iii) All documented research, developmental, demonstration or engineering work;
- iv) All information that can be or is used to define a design or process or procedure, produce, support or operate material and equipment;
- v) All other drawings, blueprints, patterns, plans, flow charts, equipment, parts lists, software and procedures, specifications, formulas, designs, technical data, descriptions, related instructions, manuals, records and procedures.

## 2. SALE AND ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 2.1 Pursuant to and for the consideration paid under the Conditions (receipt of which the Assignor hereby acknowledges), the Seller / Assignor do hereby irrevocably sell and transfer to Buyer all rights, title, and interest (including but not limited to, all registration rights, all rights to prepare derivative works, all goodwill and all other rights), and assigns to the Assignee with full title guarantee the following rights:

- (a) All **Intellectual Property Rights, Technology, Documents, Technical Information** and design work as listed in Schedule 1 (IPR).

## 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) it has not sold or assigned any IPR rights to any third party in any part of the world.

- (b) it has not knowingly infringed the rights listed in 2.1 prior to the date of the agreement.
- (c) Seller has the right, power and authority to enter into this Agreement;
- (d) Seller is the exclusive owners of all right, title and interest in the Technology free of any security interest, charge or encumbrance;
- (e) Seller warrants that all documents, computer records, disks and other materials of any nature of kind containing the Technology or any portion thereof have been turned over to Buyer, and that Seller will not retain the Technology, or any portion thereof, in any form whatsoever after the closing of the within transaction except as specifically permitted hereunder;
- (f) There are no claims, pending or threatened, with respect to Seller's rights in the Intellectual Property;
- (g) This Agreement is valid, binding and enforceable in accordance with its terms;
- (h) Seller is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

**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. REPRESENTATION ON AUTHORITY OF PARTIES / SIGNATORIES**

Each person signing this Agreement represents and warrants that he or she is duly authorised and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such parties' obligations hereunder have been duly authorised and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**7. HEADINGS**

The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

**8. GOVERNING LAW AND JURISDICTION**

- 8.1 This agreement shall be governed by and construed in accordance with the law of England and Wales.
- 8.2 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.

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

**Schedule 1 IPR**

**All Intellectual Property Rights, Technology, Documents, Technical Information** and design work including but not limited to electronic CAD files; 3D CAD drawings; 2D drawings; concepts; illustrations; designs; written information; prototypes and examples whether in electronic form or in writing; or goods arising from any design or development or manufacturing work relating to the Assignee's products listed below:


Pin Essentials UK, European, and Worldwide Trademarks






Signed by  
for and on behalf of  
**TIPRC LIMITED**

Dated:

  
30<sup>th</sup> APRIL 2011

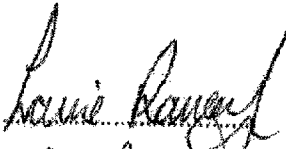
Signed by **PETER RAMSEY**

Dated:

  
30<sup>th</sup> APRIL 2011

Signed by **LOUISE RAMSEY**

Dated:

  
30<sup>th</sup> April 2011

Witnessed by

Dated:

.....  
.....