

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Philip John Patrick Rose</td> <td>08/08/2012</td> </tr> <tr> <td>Martin John Kontze</td> <td>08/06/2012</td> </tr> </tbody> </table>		Name	Execution Date	Philip John Patrick Rose	08/08/2012	Martin John Kontze	08/06/2012				
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Innova Products Limited</td> </tr> <tr> <td>Street Address:</td> <td>322 Neilson Street</td> </tr> <tr> <td>City:</td> <td>Onehunga, Auckland</td> </tr> <tr> <td>State/Country:</td> <td>NEW ZEALAND</td> </tr> <tr> <td>Postal Code:</td> <td>1061</td> </tr> </table>		Name:	Innova Products Limited	Street Address:	322 Neilson Street	City:	Onehunga, Auckland	State/Country:	NEW ZEALAND	Postal Code:	1061
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CORRESPONDENCE DATA											
<p>Fax Number: 2155634044 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 215-563-4100 Email: vpace@ddhs.com Correspondent Name: DANN, DORFMAN, HERRELL & SKILLMAN Address Line 1: 1601 MARKET STREET Address Line 2: SUITE 2400 Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103-2307</p>											
ATTORNEY DOCKET NUMBER:	4314-P05593US00										
NAME OF SUBMITTER:	Vincent T. Pace										
<p>Total Attachments: 8 source=P05593US00Assignment#page1.tif source=P05593US00Assignment#page2.tif</p>											

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CONFIRMATORY DEED OF ASSIGNMENT

THIS DEED made effective as of the 19th day of December 2011

THE PARTIES

BETWEEN **PHILIP JOHN PATRICK ROSE**, an Australian citizen of 5424 Northumberland Street, Squirrel Hill, Pittsburgh, PA 15217, United States of America; and

MARTIN JOHN KONTZE, a New Zealand citizen of 2 Oban Place, Awapuni, Palmerston North 4412, New Zealand ("the Assignors")

AND **INNOVA PRODUCTS LIMITED**, a New Zealand company of 322 Neilson Street, Onehunga, Auckland 1061, New Zealand ("the Assignee")

BACKGROUND

WHEREAS the Assignors are the inventors of a design entitled 'A Container' (hereinafter referred to as "said design"), which is the subject of United States design patent application number 29/428,095 (hereinafter referred to as "said design patent application") having an effective filing date of 26 July 2012 and whereas the Assignors are also the proprietors of various works relating to said design application, including but not limited to sketches; drawings; photographs; prototypes; models; descriptions; literary works; formulae; processes and/or technical data, hereinafter collectively referred to as "said works";

WHEREAS it is agreed between the Assignors and the Assignee that all rights relating to said design, said design patent application, and said works, including any inventions, copyright, goodwill, or rights of a like nature subsisting therein, were the property of the Assignee for the territory of the United States on 26 July 2012;

AND WHEREAS the Assignors and the Assignee wish to confirm this in writing by way of a Confirmatory Deed of Assignment.

DEFINITIONS

In this Deed, the following words shall have the following meanings:

"Copyright" means all copyrights and all rights in the nature of copyright, in any original

software, artistic, literary and other works relating to said invention as may exist in New Zealand;

"Know-How" means any information, knowledge, experience, data and designs in the possession of the Assignors of a confidential nature and not in the public domain relating to said invention or the process for making or using it; and

"Intellectual Property" means any property rights relating to said invention, said patent application and any patents subsequently granted thereon, said works, copyright, goodwill, and/or know-how that are subject to this agreement.

ASSIGNMENT OF RIGHTS

NOW THIS DEED WITNESSETH that in consideration of one dollar New Zealand currency (NZ\$1.00) each, the receipt and sufficiency whereof the Assignors each hereby acknowledge, each Assignor hereby confirms that he has assigned and transferred unto the Assignee any and all right, title and interest in and to said design, said design patent application, and said works to which the Assignor might otherwise be legally or beneficially entitled for the United States, including:

- (a) any invention or any copyright or rights of a like nature in respect of any artistic, literary or other works relating to said design and said design patent application, together with:
- (b) the right of the Assignee to apply for and obtain patent, design, copyright, trade mark, or other protection in the United States for the said design and said design patent application;
- (c) the right to claim priority under any international convention or agreement, including the Paris Convention for the protection of intellectual property (as amended);
- (d) all other rights conferred by said design and said design patent application;
- (e) all rights of action, powers and benefits arising from the ownership of the said intellectual property including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this deed; and
- (f) all rights of ownership of any materials that form part of the Know-How;
- (g) for the consideration hereinbefore stated unto and to the use of the Assignee, and assigns absolutely.

AND FURTHER PROVIDED THAT each Assignor undertakes to do any reasonable acts at the request and expense of the Assignee that may be necessary to give effect to the assignment of the said rights and to facilitate the filing, obtaining, maintenance or enforcement of protection for

said intellectual property including any patent, design, trade mark, or copyright protection or the like, in the name of the Assignee.

AND THAT each Assignor shall, at the request of the Assignee and to the extent outstanding:

- (a) disclose all Know-How known to the Assignor;
- (b) provide all other reasonable assistance and information as may be reasonably necessary to assist the Assignee, or its nominee, to develop and make or use said design; and
- (c) where possible, provide all original versions of said design and any materials that form part of the Know-How relevant to said design.

GENERAL PROVISIONS

Waiver: No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this Deed.

Counterparts: This Deed may be executed by the parties in any number of counterparts (including facsimile copies), each of which, when executed, shall constitute an original, but all of which shall together constitute one and the same instrument.


Execution by facsimile: The delivery by a party to the other parties of a facsimile copy of this Deed duly signed or executed, shall for the purposes of this Deed be deemed delivery of the original thereof and the party so delivering such facsimile copy shall deliver the original within five business days.

Governing law: The formation, validity, construction and performance of this Deed shall be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand shall have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conventions or any similar grounds.

EXECUTION

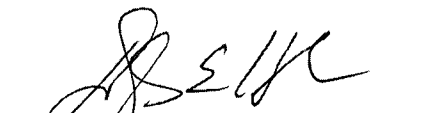
IN WITNESS WHEREOF this Deed has been executed on the day and year first hereinbefore written.

PHILIP JOHN PATRICK ROSE


Signature

PRINCIPAL DESIGNER
Capacity

8 / JUL / 2012
Date


Witness

DOUGLAS E. HOLT
Name (in Capitals)

1612 CALIFORNIA AVE.
Address

WHITE OAK PA 15131

MARTIN JOHN KONTZE

Signature

Witness

Capacity

Name (in Capitals)

Date

Address

INNOVA PRODUCTS LIMITED

Signature

Witness

Capacity

Name (in Capitals)

Date

Address

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EXECUTION

IN WITNESS WHEREOF this Deed has been executed on the day and year first hereinbefore written.

PHILIP JOHN PATRICK ROSE

Signature

Witness

Capacity

Name (in Capitals)

Date

Address

MARTIN JOHN KONTZE

Signature

Witness

Product Designer
Capacity

BELINDA BONNOR
Name (in Capitals)

6th August 2012
Date

1179 McKinnon Rd
Address
RD7 Feilding New Zealand.

INNOVA PRODUCTS LIMITED

Signature

PETER V I STICKBURY.

Witness

CEO.
Capacity

BELINDA BONNOR
Name (in Capitals)

7/8/12
Date

1179 McKinnon Rd
Address
RD7 Feilding New Zealand.