

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Domestic Fire Appliances Limited	04/28/2013
RECEIVING PARTY DATA	
Name:	BFM Europe Limited
Street Address:	Gordon Banks Drive
Internal Address:	Trentham Lakes
City:	Stoke on Trent
State/Country:	UNITED KINGDOM
Postal Code:	ST4 4TJ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7874679
CORRESPONDENCE DATA	
Fax Number:	3176361507
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	31763674341
Email:	ipdocketing@kdlegal.com
Correspondent Name:	Alastair J. Warr
Address Line 1:	Krieg DeVault LLP
Address Line 2:	1 Indiana Square, Suite 2800
Address Line 4:	Indianapolis, INDIANA 46204
ATTORNEY DOCKET NUMBER:	MRKS-2
NAME OF SUBMITTER:	Alastair J. Warr
Signature:	/Alastair J. Warr/
Date:	06/11/2013

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**Total Attachments: 10**

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DATED

28<sup>th</sup> April 2013

**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

between

**DOMESTIC FIRE APPLIANCES LIMITED**

and

**BFM EUROPE LIMITED**

**hacking ashton**   
INCORPORATING  
*Copper*

**Berkeley Court, Borough Road,**

**NEWCASTLE UNDER LYME, ST5 1TT.**

**Tel No: 01782 715555**

**PATENT**

**REEL: 030585 FRAME: 0791**

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THIS DEED is dated 23<sup>rd</sup> April 2013

## **PARTIES**

- (1) DOMESTIC FIRE APPLIANCES LIMITED incorporated and registered in England and Wales with company number 04568690 whose registered office is at c/o Jacksons (Chartered Accountants) Guy Weir, 98 Lancaster Road, Newcastle, ST5 1DS (**Assignor**).
- (2) BFM EUROPE LIMITED incorporated and registered in England and Wales with company number 03543354 whose registered office is at Gordon Banks Drive Trentham Lakes, Stoke on Trent, ST4 4TJ (**Assignee**).

## **BACKGROUND**

- (A) The Assignor has agreed to assign to the Assignee the intellectual property rights shown in the schedules to this agreement on the terms set out in this agreement.

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Assigned Rights:** the Patents and the Trade Marks.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Patents:** the patents and the applications short particulars of which are set out in 6.

**Trade Marks:** the registered trade marks short particulars of which are set out in Schedule 2.

**VAT:** value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.

- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 Writing or written includes faxes and e-mail.
- 1.10 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

## **2. ASSIGNMENT**

In consideration of the sum of [REDACTED] (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents and Trade Marks;

- (b) all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

**3. VAT**

- 3.1 All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.
- 3.2 If the VAT invoice is delivered after the relevant payment has been made, the Assignee shall pay the VAT due within five Business Days of the Assignor delivering a valid VAT invoice.
- 3.3 If the Assignee fails to comply with its obligation under this clause 3, it shall additionally pay all interest and penalties which thereby arise to the Assignor.

**4. FURTHER ASSURANCE**

The Assignor shall use all reasonable endeavours to procure that any necessary third party shall, at the Assignee's cost, execute such documents and perform such acts as may be required for the purpose of giving full effect to this agreement.

**5. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**6. ENTIRE AGREEMENT**

- 6.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 6.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.
- 6.3 Nothing in this clause shall limit or exclude any liability for fraud.

**7. VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**8. SEVERANCE**

- 8.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 8.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**9. COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

**10. THIRD PARTY RIGHTS**

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.



**11. NOTICES**

11.1 Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

- (a) Assignor: Michael Miller of c/o BFM Europe Limited, Gordon Banks Drive Trentham Lakes, Stoke on Trent, ST4 4TJ;
- (b) Assignee: Michael Miller of c/o BFM Europe Limited, Gordon Banks Drive Trentham Lakes, Stoke on Trent, ST4 4TJ;

or as otherwise specified by the relevant party by notice in writing to each other party.

11.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

11.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

11.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**12. GOVERNING LAW AND JURISDICTION**

12.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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

# Schedule 1 Patents

Country or territory	Application or publication number	Date of filing or registration	Description
United States of America	7874679	2 <sup>nd</sup> December 2005	Imaging apparatus/ LCD Project System
China	200580047749	2 <sup>nd</sup> December 2005	Imaging apparatus/ LCD Project System
Canada	2589710	2 <sup>nd</sup> December 2005	Imaging apparatus/ LCD Project System
European Patent Office	05814083.1	2 <sup>nd</sup> December 2005	Imaging apparatus/ LCD Project System
United Kingdom	GB2445029	22 <sup>nd</sup> December 2006	A fire/Fuel effect fire with upward heated air flow
United Kingdom	GB2398371	18 <sup>th</sup> January 2003	Housing apparatus for fan
Canada	2688333	23 <sup>rd</sup> May 2008	Imaging apparatus/ Fire with Display Screen
China	ZL200880022366.1	23 <sup>rd</sup> May 2008	Imaging apparatus/ Fire with Display Screen
European Patent Office	08750673.9	23 <sup>rd</sup> May 2008	Imaging apparatus/ Fire with Display Screen
United States of America	12/601976	23 <sup>rd</sup> May 2008	Imaging apparatus/ Fire with Display Screen
United Kingdom	GB2403795	25 <sup>th</sup> June 2004	Damper Arrangements/ Damper System
United Kingdom	GB0913247.3	30 <sup>th</sup> July 2009	Fireplace assembly/ High Efficiency Assembly

## Schedule 2 Trade Marks

### Part 1. Registered trade marks and applications

Country/ territory	Mark	Applicati on or registrati on number	Date of filing/regn	Classes	Specification of goods or services
United Kingdom	IN2GRATE	2526812	22 <sup>nd</sup> September 2009	11	Fireplaces and gas fires.
United Kingdom	INTEGRATE	2528353	9 <sup>th</sup> October 2009	11	Fireplaces and gas fires.

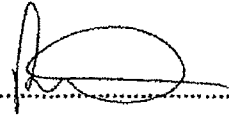
Executed as a deed by  
DOMESTIC FIRE APPLIANCES  
LIMITED acting by MICHAEL  
DONALD MILLER, a director, in the  
presence of:

  
.....  
Director

Signature

Name

Address

  
.....

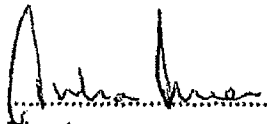
.....JAMES ASHER FINNEY.....

.....HACKING ASHTON LLP.....

.....BERKELEY COURT, BOROUGH RD.....

.....NEWCASTLE, S.F.S. I.T.T.....

Executed as a deed by BFM  
EUROPE LIMITED acting by  
MICHAEL DONALD MILLER, a  
director, in the presence of:

  
.....  
Director

Signature

Name

Address

  
.....JAMES ASHER FINNEY.....

.....JAMES ASHER FINNEY.....

.....HACKING ASHTON LLP.....

.....BERKELEY COURT, BOROUGH RD.....

.....NEWCASTLE, S.F.S. I.T.T.....