

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ZORK PTY LTD	05/10/2013
RECEIVING PARTY DATA	
Name:	SCHOLLE INDUSTRIES PTY LTD
Street Address:	HEWITTSON ROAD
Internal Address:	ELIZABETH WEST
City:	SOUTH AUSTRALIA
State/Country:	AUSTRALIA
Postal Code:	5113
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D637080
CORRESPONDENCE DATA	
Fax Number:	4155760300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-576-0200
Email:	ljeanetta@kilpatricktownsend.com
Correspondent Name:	BABAK KUSHA
Address Line 1:	KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 2:	TWO EMBARCADERO CENTER, EIGHTH FLOOR
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111-3834
ATTORNEY DOCKET NUMBER:	81429-783199
NAME OF SUBMITTER:	Babak Kusha
Signature:	/Babak Kusha/
Date:	07/26/2013

OP \$40.00 D637080

Total Attachments: 4

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phillips ormonde fitzpatrick  
intellectual property

## DEED OF ASSIGNMENT

### Design Assignment

# DEED OF ASSIGNMENT

THIS DEED is made the 10<sup>th</sup> day of May 2013 ~~2012~~

**BETWEEN**

**ZORK PTY LTD (now known as ZHOLD PTY LTD) of**  
7 Hackney Road  
HACKNEY SA 5069  
(**"the Assignor"**)

**AND**

**SCHOLLE INDUSTRIES PTY LTD of**  
Hewittson Road  
ELIZABETH WEST SA 5113  
(**"the Assignee"**)

## RECITALS

- A. The Assignor is the owner of the United States of America Registered Design set out in the Schedule (**"the Design"**) in respect of the Product set out in the Schedule (**"the Product"**).
- B. Pursuant to a Business Purchase Agreement of 6 May 2011, the Assignor assigned to the Assignee certain assets, including the whole of its rights in respect of the Product and the Design with effect from 6 May 2011.
- C. The parties have executed this Deed to confirm the Assignee's ownership of all rights in relation to the Product and the Design, and in consideration of the payment of valuable consideration by the Assignee to the Assignor, receipt of which is acknowledged by the Assignor.

## ASSIGNMENT

- 1. For the avoidance of doubt, the Assignor assigns absolutely to the Assignee at the date of this Deed:
  - (a) the whole of its rights in relation to the Product throughout the world, including but not limited to the right to apply for the registration of a design in respect of the Product in any country of the world;

- (b) the whole of its rights in relation to and interest in the Design, including but not limited to the right to claim priority from the Design in respect of applications made for the registration of a design anywhere in the world; and
  - (c) the right to bring legal proceedings, and to obtain any relief to which the Assignor would have been entitled but for this paragraph, in respect of any infringement of its rights in relation to the Product which occur before or after the date of this Deed.
2. The Assignor agrees to provide any assistance reasonably required by the Assignee in order to give full effect to this Deed (including but not limited to the execution of any documents).
  3. The Assignee shall be responsible for paying the costs of preparation and execution of this Deed and recordal of the assignment of the Design, and for any stamp duty payable in respect of this Deed or the assignment.

#### SCHEDULE

NUMBER	TITLE
D637080	BOTTLE CAP

#### EXECUTED AS A DEED

**EXECUTED** for and on behalf of  
**ZORK PTY LTD (now known as ZHOLD PTY LTD)**

by Couel Mckenzie (Director/Secretary/Sole Director and Secretary)  
 (Name)

Couel Mckenzie  
 (Signature)

and by ..... (Director)  
 (Name)

.....  
 (Signature)

**EXECUTED** for and on behalf of  
**SCHOLLE INDUSTRIES PTY LTD**

by MARTIN BELL ..... (Director/Secretary/Sole Director and Secretary)  
(Name)

Martin Bell .....  
(Signature)

and by ..... (Director)  
(Name)

.....  
(Signature)