

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Deed of Assignment
CONVEYING PARTY DATA	
Name	Execution Date
Shaun Wealleans	08/22/2013
RECEIVING PARTY DATA	
Name:	SUMO UK LIMITED
Street Address:	Redgates
Internal Address:	Melbourne
City:	York Yorkshire
State/Country:	UNITED KINGDOM
Postal Code:	Y042 4RG
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8291843
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	51026-P092WOUS
NAME OF SUBMITTER:	Sharon K. Elkouri
Signature:	/Sharon K. Elkouri/
Date:	09/25/2013

**Total Attachments: 13**

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DATED

22 August

2013

(1) SHAUN WEALLEANS

and

(2) SUMO UK LIMITED

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**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

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relating to machinery and farming equipment manufactured by Sumo UK Limited

We hereby certify that this is a true copy  
Harrowells  
LLP  
39.2013  
Harrowells LLP  
Solicitors  
Moorgate House  
Clifton Moorgate  
York YO30 4WY

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**PATENT**  
**REEL: 031282 FRAME: 0915**

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THIS DEED is made on the 22 day of August 2013

**BETWEEN**

- (1) **SHAUN WEALLEANS** of Willow Farm, South End, Seaton Ross, York, YO42 4NA (the Assignor); and
- (2) **SUMO UK LIMITED** incorporated and registered in England and Wales with company number 03272544 whose registered office is at Redgates, Melbourne, York, YO42 4RG (the Assignee).

**RECITALS**

- (A) The Assignor is the legal owner as trustee for the Assignee of the intellectual property rights in the Materials (as defined below).
- (B) The Assignor has agreed to assign to the Assignee the Assigned Rights (as defined below) to the Assignee on the terms set out in this Deed.

**NOW THIS DEED WITNESSES as follows:**

**1. INTERPRETATION**

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

**Assigned Rights:** The Assignor's rights and title to and interest in the Intellectual Property Rights.

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

**Intellectual Property Rights:** Patents (including Patents), rights to inventions, copyright and related rights, trade marks (including Trade Marks), business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to

claim priority from, 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 and which relate to the business of the Assignee as carried on as at the date hereof.

**Patents:** the patents and the applications short particulars of which are set out in Schedule 1.

**Trade Marks:** the unregistered 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 Deed.
- 1.3 The schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed Any reference to this Deed includes the Schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this Deed.
- 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 or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this Deed 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 but not 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, description, definition, phrase or term 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**

- 2.1 The Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights, including:
- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents;
  - 2.1.2 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
  - 2.1.3 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 Deed.

## **3. FURTHER ASSURANCE**

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

**4. WAIVER, LIABILITY AND INDEMNITY**

4.1 No failure or delay by a party to exercise any right or remedy provided under this Deed 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.

4.2 The Assignor excludes all liability to the Assignee, to the fullest extent permissible by law, that may arise in relation to the Assigned Rights after the date of this Deed, whether arising from negligence or otherwise and the Assignee shall fully and effectually indemnify the Assignor and his estate and effects in relation to any liability to a third party which may have arisen or which may in future arise.

**5. ENTIRE AGREEMENT**

5.1 This Deed constitutes the entire agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

5.2 Each party acknowledges that, in entering into this Deed, 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 Deed.

5.3 Nothing in this clause shall limit or exclude any liability for fraud.

**6. VARIATION**

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

**7. SEVERANCE**

7.1 If any court or competent authority finds that any provision of this Deed (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 Deed shall not be affected.

7.2 If any invalid, unenforceable or illegal provision of this Deed 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 OR the



parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

## **8. COUNTERPARTS**

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

8.2 No counterpart shall be effective until each party has executed at least one counterpart.

## **9. THIRD PARTY RIGHTS**

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

## **10. NOTICES**

10.1 Any notice or other communication required to be given under this Deed 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 at its address as stated on the first page of this Deed or as otherwise specified by the relevant party by notice in writing to the other party.

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

10.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;

10.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.30 am on the second Business Day after posting; or

10.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

10.3 A notice or other communication required to be given under this Deed shall not be validly given if sent by e-mail or facsimile transmission unless the recipient acknowledges its receipt.

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

**11. GOVERNING LAW AND JURISDICTION**

11.1 This Deed 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.

11.2 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 Deed or its subject matter or formation (including non-contractual disputes or claims).

**12. DELIVERY AS A DEED**



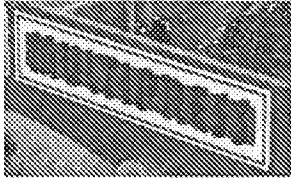

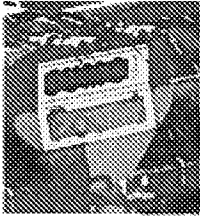

This instrument is executed as a Deed but will not be deemed delivered until dated by mutual consent.

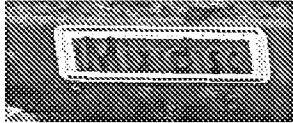
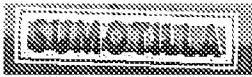





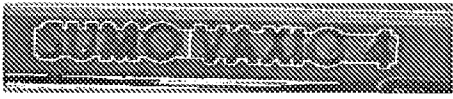

**IN WITNESS** whereof this instrument has been executed and is deemed delivered only on the date first stated above.

**SCHEDULE 1**  
**Patents**

<b>Country or territory</b>	<b>Application number</b>	<b>Patent number</b>	<b>Date of filing</b>	<b>Description</b>
UK	0509926.2	2410168	21.11.2003	Press Consolidator
Canada	2741009	n/a	20.10.2009	Seeding System
Europe	09752455.7	n/a	20.10.2009	Seeding System
US	13/125062	8291843	20.10.2009	Seeding System
PCT	PCT/GB2012/05 2182	n/a	06.09.2012	Packer Ring Structure
UK	1313329.3	n/a	06.09.2012	Packer Ring Structure

**SCHEDULE 2**  
**Unregistered trade marks**


Country or territory	Mark	Date of first use	Goods or services for which mark has been used
EU Japan North America Africa		September 2002	A one pass cultivator that subsoils, cultivates and consolidates the land.
UK		April 2005	A machine used mainly after ploughing to mix and aerate the soil.
UK		December 2005	Cultivating machine designed to lift, level and press the land.
New Zealand UK North America		December 2006	Heavy cultivator with discs, legs, discs and multipacka.
UK		February 2007	Four parts in one machine. Discs, tines, discs, multipacka.
UK Ireland		August 2007	A one pass tine drill capable of strip tillage as well as plough based and min-till drilling systems.

UK		August 2008	Light disc machine designed to create a tilth, allowing rogue weeds to chit.
UK		April 2009	Used to cultivate a bed for potatoes, either ready to be planted or destoned.
UK		April 2009	Used to create potato beds.
UK		September 2009	A seed capable of direct drilling, min-till or plough based drilling.
UK		2010	Low disturbance subsoiler.
UK Ireland		January 2010	Can be fitted to Subsoilers and Trios to enable broadcasting or bandsowing of small seeds.
UK New Zealand		October 2010	Grassland Subsoiler to alleviate compaction and aerate the land.
UK		March 2011	Cultivator designed for use on lighter land.
UK Ireland		February 2012	A disc drill capable of direct drilling, min-trill or plough based drilling


UK		August 2012	A seed drill capable of direct drilling, min-till or plough based drilling.
UK Ireland		September 2012	Stubble rake designed to create a tith, allowing rogue weeds to chit.
EU New Zealand		December 2012	Either 1000kg, 1500kg or 2000kg ballast and toolbox for the front of the tractor.

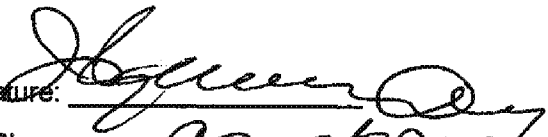
**EXECUTED AS A DEED** (but not delivered until the date hereof) by **SHAUN WEALLEANS** in the presence of:

)  
)  
)  
)  


Witness signature:   
Witness name: James Philip Hewitt, JP  
Witness address: Barrowells Ltd  
Wookey House, Clifton Moor, York  
Witness occupation: Solicitor

**EXECUTED AS A DEED** (but not delivered until the date hereof) by **SUMO UK LIMITED** acting by a Director in the presence of:

)  
)  
)  
)  
Director   
\_\_\_\_\_

Witness signature:   
Witness name: as above!  
Witness address: \_\_\_\_\_  
\_\_\_\_\_  
Witness occupation: \_\_\_\_\_