

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2733971

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARY DORRINGTON WARD	02/03/2014
RECEIVING PARTY DATA	
Name:	FLUTE OFFICE LIMITED
Street Address:	111 CHARTERHOUSE STREET
Internal Address:	THIRD FLOOR
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC1M 6AW
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29473419
CORRESPONDENCE DATA	
Fax Number:	
Email:	aovalvarez@mintz.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	KEVIN C. AMENDT
Address Line 1:	ONE FINANCIAL CENTER
Address Line 4:	BOSTON, MASSACHUSETTS 02111
ATTORNEY DOCKET NUMBER:	46537-301F01US
NAME OF SUBMITTER:	KEVIN C. AMENDT
Signature:	/Kevin C. Amendt/
Date:	02/20/2014
Total Attachments: 5	

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DEED OF ASSIGNMENT

THIS DEED is made the 3rd day of February 2014 between:

1. Mary Dorrington Ward of Pugs Corner, Friday Street, Abinger Common, Dorking, RH5 6JP, United Kingdom ("the Assignor"); and
2. Flute Office Limited (Number 08188033), a company organised and existing under the laws of England and Wales, whose registered office is at Third Floor, 111 Charterhouse Street, London, EC1M 6AW, United Kingdom ("the Assignee").

WHEREAS

- A. The Assignee engaged the Assignor in the design and development of various items of recyclable furniture manufactured from cardboard ("the Furniture") for which the Assignee bore all costs and provided compensation.
- B. The design and development of the Furniture led to the making of industrial designs ("the Designs") for a desk ("the Desk"), a filing cabinet ("the Filing Cabinet") and a shelf unit ("the Shelf Unit") by the Assignee.
- C. At the date of making the Designs, the Assignor was a director and shareholder of the Assignee.
- D. The Assignor was involved in the making of the Designs on the understanding that any and all rights arising therein were and are to be owned absolutely by the Assignee.
- E. The Assignee filed on 21 November 2012 an application for a British registered design relating to the Desk and on 9 March 2013 two applications for British registered designs relating to the Filing Cabinet and the Shelf Unit. These three registered design applications ("the British Applications") have been allocated application numbers 4027589, 4029022 and 4029023 respectively.
- F. The Assignor filed on 21 November 2013 an application for a Community Registered Design ("the European Application"), which has been allocated application number 002350173-0001, and an application for a US design patent ("the US Application"), which has been allocated application number 29/473,419.

G. The Assignor now wishes to execute this Assignment document in order to confirm assignment of and/or hereby assign (insofar as such rights are not already so vested) any and all rights in the Designs, the British Applications, the European Application and the US Application to the Assignee.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

The following words shall have the following meanings:

"Intellectual Property" means all copyright and database rights, patents, trade marks, registered and unregistered design rights, all rights to bring an action for passing off, all rights to apply for protection in respect of any of the above rights and any applications made in respect of any of the above rights, and all other intellectual property rights in any jurisdiction and all legal rights protecting the confidentiality of any information or materials.

"Intellectual Property Rights" means all Intellectual Property in and relating to the Designs (including but not limited to the British Applications, the European Application and the US Application) and any improvements to them owned by the Assignor.

2. ASSIGNMENT

In consideration of the sum of £1 (one pound) now paid by the Assignee to the Assignor (the receipt of which the Assignor hereby acknowledges) the Assignor assigns to the Assignee with full title guarantee all right, title and interest in such Intellectual Property Rights as she holds together with all rights of action arising or accrued in relation to the Intellectual Property Rights including, without limitation, the right to claim priority and to take proceedings and recover damages and obtain all other remedies in respect of infringements of such Intellectual Property Rights occurring before, on or after this agreement.

3. GRANTED PATENTS AND REGISTERED DESIGNS

3.1 The Assignee shall by virtue of this confirmation and Assignment be entitled to the grant of any patents which issue anywhere in the world and which derive from design and development of the Furniture.

3.2 The Assignee shall by virtue of this confirmation and Assignment be entitled to the grant of any registered designs or design patents which issue anywhere in the world and which derive from the British Applications, the European Application or the US Application.

4. MORAL RIGHTS

The Assignor unconditionally and irrevocably waives, in respect of the Designs, such moral rights as are conferred by Chapter IV of Part I of the Copyright, Designs and Patents Act 1988 or other laws in force from time to time enacted in any part of the world conferring analogous rights.

5. WARRANTIES

5.1 The Assignor warrants to the Assignee that she is free to assign to the Assignee the Intellectual Property Rights assigned by Clause 2 above and that she has not previously assigned or otherwise disposed of or encumbered any Intellectual Property in the Designs, the British Applications, the European Application or the US Application.

5.2 The Assignor agrees at all times at the Assignee's reasonable request and at the Assignee's expense to execute all such documents and do any further acts as the Assignee may require to:

(a) give effect to this Assignment and maintain the Intellectual Property Rights; and

(b) apply for any patents or other forms of protection in respect of the British Applications and the Designs throughout the world; and

(c) in the event that the Assignor fails to do the same within 7 (seven) days' written notice, the Assignor irrevocably appoints the Assignee as her attorney under the Powers of Attorney Act 1971 with the right but not

the obligation to execute all such documents and do all such further acts as the Assignee may decide in relation to the Intellectual Property Rights.

5.3 The Assignor shall provide all reasonable assistance at the Assignee's cost which the Assignee considers necessary in connection with bringing or defending any proceedings relating to any of the Intellectual Property Rights.

6. MISCELLANEOUS

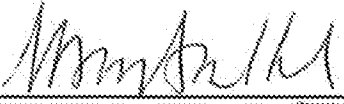
6.1 Any notice or other communication required to be given by either party to the other shall be given in writing and served at the other's address stated above (or such other address as each party may notify to the other in writing) by first class post, facsimile or by personal delivery and shall be deemed to have been given in the case of first class post 48 (forty eight) hours after posting, in the case of facsimile upon transmission and in the case of personal delivery immediately upon such delivery to that address.

6.2 The Recitals form part of this Assignment and the terms defined in the Recitals shall be so interpreted throughout this Agreement.

6.3 This Assignment shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Deed of Assignment the day and year first above written.

Executed by the Assignor:



in the presence of

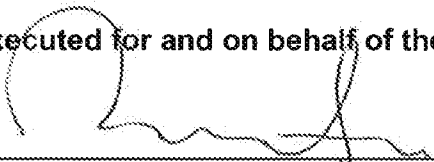
Signature of Witness: 

Print Name: JANE MUNRO

Address: THE CORNER HOUSE, OTHLOUSE
SOUTHWATER, W. SUSSEX RH13 9ET

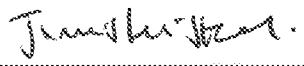
Occupation: OFFICE MANAGER

Executed for and on behalf of the Assignee:



Signed by: R. FOWLER

Position: CEO



Signed by: J LEE-STEER

Position: DIRECTOR