

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2955259

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRENDAN JON LINDSAY	09/13/2013
SALEH GHIYATH	09/13/2013
RECEIVING PARTY DATA	
Name:	SISTEMA PLASTICS LIMITED
Street Address:	80 HUGO JOHNSTON DRIVE
City:	PENROSE, AUCKLAND
State/Country:	NEW ZEALAND
Postal Code:	1061
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	29481263
Application Number:	29481264
Application Number:	29481265
Application Number:	29481266
Application Number:	29481267
CORRESPONDENCE DATA	
Fax Number:	(415)268-7522
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	4152687000
Email:	lupp@mofa.com
Correspondent Name:	PARKER L. KUHL
Address Line 1:	425 MARKET STREET
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105
ATTORNEY DOCKET NUMBER:	2105420015/16/17/18/1900
NAME OF SUBMITTER:	PARKER L. KUHL
SIGNATURE:	/Parker L. Kuhl/
DATE SIGNED:	07/25/2014
Total Attachments: 8	
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BRENDAN JON LINDSAY

SALEH GHIYATH

SISTEMA PLASTICS LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PARTIES

BRENDAN JON LINDSAY, a New Zealand citizen of 11A Burwood Crescent, Remuera, Auckland, New Zealand (**First Assignor**)

SALEH GHIYATH, a New Zealand citizen of 9A Jay Court, Botany Downs, Auckland, New Zealand (**Second Assignor**)

SISTEMA PLASTICS LIMITED, a New Zealand company whose registered office is located at 80 Hugo Johnston Drive, Penrose, Auckland, New Zealand (**Assignee**)

INTRODUCTION

- A. The Assignors have devised or contributed to the Invention, either during the course of employment with the Assignee or under a commission from the Assignee.
- B. The Assignors acknowledge that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. Each of the Assignors has agreed to assign, and the Assignee has agreed to accept, the Invention and such Intellectual Property Rights subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

Assignors means the First Assignor and the Second Assignor;

Copyright means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and
- (b) any database rights,

comprising or relating to the Invention as may exist anywhere in the world;

Design Rights means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from

any such application or applications referred to in paragraph (a) above;

(c) any unregistered design rights; and

(d) any semi-conductor topography or integrated circuit layout rights;

Intellectual Property Rights means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

Invention means any and all inventions the subject of the Patent Application as improved, modified, developed or amended at any time up to the date of signing of this deed;

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

Patent Application means the patent application identified in the below;

PATENT APPLICATION

Country	Application No.	Title	Date Filed
New Zealand	614496	A STORAGE SYSTEM	21 August 2013

Design application means the design application identified below;

DESIGN APPLICATION

Country	Application No.	Title	Date Filed
New Zealand	417950	A CLIP	20 August 2013
New Zealand	417951	A SUSPENSION FILE SUPPORT MEMBER	20 August 2013
New Zealand	417952	A LIDDED CONTAINER	20 August 2013
New Zealand	417953	AN AXLE	20 August 2013
New Zealand	417954	A LID	20 August 2013
New Zealand	417955	A FILE STORAGE CONTAINER	20 August 2013

New Zealand	417956	A WHEEL ASSEMBLY	20 August 2013
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Patent Rights means all patent rights in and to the Invention as may exist or come into existence anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Application together with:
 - (i) any patent that may be granted pursuant to the Patent Application; and
 - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Application in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

2. ASSIGNMENT

2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to each of the Assignors, the receipt and sufficiency of which is hereby acknowledged by each of the Assignors, each of the Assignors hereby assigns to the Assignee absolutely all of their rights, title and interest in and to:

- (a) the Invention;
- (b) the Intellectual Property Rights; and
- (c) the Know-How and the full, unfettered and exclusive worldwide right to use the Know-How for any purpose whatsoever (including the filing of patent applications in respect of all or any part of it).

2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of:

- (a) all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed; and

- (b) all rights of ownership of any materials that form part of the Know-How.
- 2.3 **Moral rights:** The Assignors waive all of their moral rights arising from the Invention throughout the world, to the extent that they may lawfully do so.

3. KNOW-HOW

- 3.1 **Provision of Know-How:** Each of the Assignors will, at the request of the Assignee and to the extent outstanding:
- (a) disclose to the Assignee in writing all Know-How known to them;
 - (b) provide all other reasonable assistance and information as may be reasonably necessary in order to assist the Assignee, or its nominee, to develop and make or use the Invention; and
 - (c) where possible, provide all original versions of the Invention and any materials that form part of the Know-How.
- 3.2 **Confidentiality:**
- (a) The Assignors agree to treat all information relating to the Invention, the Know-How and the Intellectual Property Rights as secret and confidential.
 - (b) Following the execution of this deed, the Assignors will not use, disclose or publish the information referred to in paragraph (a) above without the Assignee's prior written consent.
 - (c) These obligations of confidentiality will not extend to any information that is or becomes generally available to the public through no act or default of the Assignors. If either of the Assignors becomes aware of any actual or potential loss of secrecy or confidentiality in respect of such information, such of the Assignors will promptly advise the Assignee of such matter.

4. IMPROVEMENTS

- 4.1 **Disclosure:** Following the date of this deed, each of the Assignors, while employed by the Assignee or under any commission from the Assignee, will immediately disclose to the Assignee all improvements in, modifications of or additions to:
- (a) the Invention;
 - (b) any original artistic, literary or other works relating to the Invention; and
 - (c) any designs to be applied to the articles of or relating to the Invention,
- devised, created, designed, contributed to or acquired by them (**Improvements**).
- 4.2 **Ownership of Improvements:**

- (a) The Assignee will exclusively own all Improvements and all intellectual property rights in such Improvements. To the extent that any Improvements and such intellectual property rights do not on their creation vest in the Assignee but vest in one or more of the Assignors, such Assignors will hold such Improvements and intellectual property rights on trust for the Assignee.
- (b) The Assignors to whom paragraph (a) above applies will at any time, upon the Assignee's reasonable request and at the Assignee's expense, appropriately execute all documents necessary to:
 - (i) confirm the Assignee's ownership of the Improvements and all intellectual property rights in such Improvements; or
 - (ii) file a protective application for such Improvements and intellectual property rights and/or defend such protective application.

5. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

5.1 **Further actions:** If requested by the Assignee, each of the Assignors will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to:

- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection of the Intellectual Property Rights, with the understanding and the intention that all rights, title and interest in and to such applications and any granted protection is to vest in the Assignee;
- (b) vest any such protection referred to in paragraph (a) in the Assignee;
- (c) amend, maintain or renew any such protection referred to in paragraph (a);
- (d) assist the Assignee to:
 - (i) enable enforcement of any of the Intellectual Property Rights (including obtaining all remedies as may be available for infringement of the Intellectual Property Rights);
 - (ii) defeat any challenge to the validity of any of the Intellectual Property Rights;
 - (iii) defend any opposition proceedings brought by a third party in respect of the Intellectual Property Rights; or
 - (iv) conduct opposition proceedings in respect of any application for intellectual property protection by a third party where such application may adversely affect the Assignee's ability to exploit the Intellectual Property Rights; and

(e) otherwise implement and carry out their obligations under this deed.

5.2 **Power of attorney:** Each of the Assignors hereby irrevocably appoints the Assignee as their attorney with full power to act in their name and on their behalf in fulfilling any of the matters set out in clause 5.1:

- (a) to the extent that such of the Assignors fails to do any of such matters after being called upon to do so by the Assignee; or
- (b) if the Assignee is unable, after making reasonable and proper inquiries, to locate such of the Assignors to request the fulfilment of such matters.

6. GENERAL

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

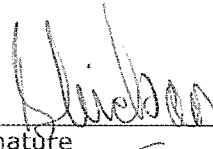
6.2 **Facsimile counterparts:**

- (a) This deed may be executed in any number of counterparts (including facsimile copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

6.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will 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-conveniens or any similar grounds.

SIGNED AS A DEED


SIGNED by **BRENDAN JON LINDSAY** the presence of:



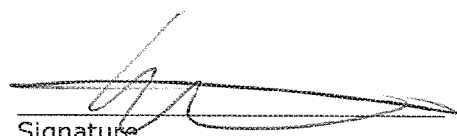
Signature
13-9-2013

Date

WITNESS

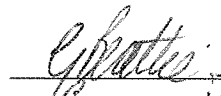
Signature: 
Name: GWEND BEATTIE
Address: 80 HUED JOHNSON DRIVE
Occupation: GENERAL MANAGER

SIGNED by SALEH GHIYATH the presence
of:


Signature

13/09/13
Date

WITNESS

Signature: 

Name: KAREN BEATTIE

Address: 80 HVED JOHNSON DRIVE

Occupation: GENERAL MANAGER