

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2967466

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	JAMES JOHN FISHER	07/14/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BRAND DEVELOPERS LTD.	
<b>Street Address:</b>	LEVEL 1, 512-521 LAKE ROAD	
<b>City:</b>	TAKAPUNA, AUCKLAND	
<b>State/Country:</b>	NEW ZEALAND	
<b>Postal Code:</b>	0666	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	29494128	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Email:</b>	rcrockett@blackhillsip.com	
<b>Correspondent Name:</b>	TECHLAW LLP- EPSTEIN	
<b>Address Line 1:</b>	1345 ENCINITAS BOULEVARD, SUITE 444	
<b>Address Line 4:</b>	ENCINITAS, CALIFORNIA 92024	
<b>ATTORNEY DOCKET NUMBER:</b>	BRD-94080	
<b>NAME OF SUBMITTER:</b>	RACHEL L CROCKETT	
<b>SIGNATURE:</b>	/Rachel L Crockett/	
<b>DATE SIGNED:</b>	08/04/2014	
<b>Total Attachments: 3</b>		
source=BRD-94080 - Assignment-Signed#page1.tif		
source=BRD-94080 - Assignment-Signed#page2.tif		
source=BRD-94080 - Assignment-Signed#page3.tif		

### ASSIGNMENT

WHEREAS, **James John Fisher** (hereinafter the "Undersigned") has made one or more inventions and other subject matter (hereinafter collectively referred to as the "Invention") which are described in a design application filed on **June 17, 2014**, which design application was assigned a U.S. design application serial number **29/494,128**, and which is titled **Power Tool Assembly**.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Undersigned, the Undersigned do hereby irrevocably and unconditionally:

CONVEY, ASSIGN, AND TRANSFER to **Brand Developers Ltd** (the "Assignee"), a company of **New Zealand**, having a place of business at **Level 1, 512-521 Lake Road, Takapuna, Auckland 0666, New Zealand**, the Undersigned's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

the Invention which is disclosed in the above-identified design application or applications;

such design application or design applications, and all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a design patent or design patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions based in whole or in part on any of such Invention (including any application for a utility model or an innovation design patent application);

all original and reissued design patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of such Invention;

including the right to claim priority to the above-identified design patent application or design applications in relation to subject matter based in whole or in part on the above-identified design patent application or design applications and any of the foregoing including the right to file foreign design applications under the provisions of any convention or treaty;

and including the right to all causes of action, remedies, and other enforcement rights related to the above-identified design application or design applications, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the above-identified design patent application or design applications and any of the foregoing, including the right to obtain and collect damages for past, present, or future infringement;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such Invention to the Assignee;

AUTHORIZE AND REQUEST that any attorney associated with U.S. Patent and Trademark Office (USPTO) **Customer No. 11485** may (directly or through his/her designee) delete, insert, or alter any information related to the above-identified design patent application or design applications or any of the foregoing, after execution of this Assignment;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Undersigned, and that the full right to convey the same as herein expressed is possessed by the Undersigned;

COVENANT, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Undersigned shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Invention; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Invention; (3) communicate to the Assignee all facts known to the Undersigned relating to the Invention and the history thereof; (4) cooperate with the Assignee in any interference, reexamination, reissue, opposition, dispute, or litigation involving any of the design applications or design patents for the Invention; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such Invention in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Invention;

COVENANT, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions. To the extent that any such provision is found to be unenforceable, the Undersigned, when requested and without compensation shall act in good faith to substitute for such provision a new provision with content and purpose as close as possible to the provision deemed unenforceable.

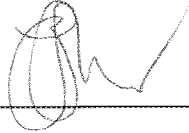
THIS AGREEMENT IS TO BE BINDING on the heirs, assigns, representatives, and successors of the Undersigned, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED as of the date of my signature below:

Assignor:

James Fisher

(Signature):



Name: James John Fisher

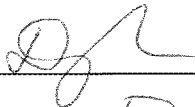
City/State: Auckland, New Zealand

Date: 14 July 2014

The Assignee accepts the assignment of the design application or design applications as identified above.

Assignee: **Brand Developers Ltd.**

(Signature):



Name:

Darryl Thinhue

Title:

CFO

Date:

14 July 2014