

Form PTO-1595 (Rev. 03-11)  
OMB No. 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Pet and Aquatics Holdings Limited

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: Westland Horticulture Limited

Internal Address: \_\_\_\_\_

Street Address: 61 Malone Road

City: Belfast

State: \_\_\_\_\_

Country: Northern Ireland Zip: BT9 6SA

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 31/08/2012

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

D647,254

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Kerry McCorkell

Internal Address: Tughans

Street Address: Marlborough House

30 Victoria Street

City: Belfast

State: Northern Ireland Zip: BT1 3GG

Phone Number: +44 28 9055 3300

Docket Number: \_\_\_\_\_

Email Address: kerry.mccorkell@tughans.com

**6. Total number of applications and patents involved:** 1

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$40.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

06/10/2014  
Date

SCOTT DOUGHERTY  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

DATED 28 August 2013

- (1) PET AND AQUATICS HOLDINGS LIMITED
- (2) WESTLAND HORTICULTURE LIMITED

## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Tughans

DATED: 28 August 2013

**Parties:**

- (1) **PET AND AQUATICS HOLDINGS LIMITED** a private company incorporated and registered in England and Wales with company number 6825931 whose registered office is at Pexton Road, Kelleythorpe Industrial Estate, Kelleythorpe, Drifffield, North Humberside YO25 9DJ (the "Assignor").
- (2) **WESTLAND HORTICULTURE LIMITED** a private company incorporated and registered in Northern Ireland with company number NI027321 whose registered office is at 61 Malone Road, Belfast BT9 6SA (the "Assignee").

**RECITALS:**

- (A) The Assignor is the owner of the Intellectual Property Rights as defined below.
- (B) This Assignment is entered into pursuant to an agreement of the same date (the "**Intra-Group Business Transfer Agreement**") between the Assignor and the Assignee in which the Assignor has agreed to sell and the Assignee has agreed to purchase the Business (as defined in the Intra-Group Business Transfer Agreement) including the Intellectual Property Rights.
- (C) In accordance with its obligations under the Intra-Group Business Transfer Agreement, the Assignor wishes to assign the Intellectual Property Rights to the Assignee on the terms set out in this Assignment.
- (D) Notwithstanding the date of this Agreement the Assignor and the Assignee acknowledge and agree that the Intellectual Property Rights shall be deemed to have been transferred to the Assignee at 5.00 pm on 31 August 2012 (the "**Effective Transfer Date**").

**IT IS AGREED as follows:**

**1. DEFINITIONS**

In this Assignment and unless the context otherwise requires the following terms shall have the following meanings:

<b>"Business"</b>	the business of the production and marketing of wild bird care products (including bird seeds and pigeon corns) and pet foods and the importation of related accessories carried on by the Assignor as at the Effective Transfer Date;
<b>"Designs"</b>	the registered designs listed in Part D of the Schedule to this Assignment;
<b>"Domain Names"</b>	the registered internet domain names listed in Part C of the Schedule to this Assignment;
<b>"Intellectual Property Rights"</b>	the Designs, Domain Names, Patents and Trade Marks described in this Assignment;
<b>"Patents"</b>	the patents and patent applications listed in Part E of the Schedule to this Assignment, including the absolute entitlement to any patent registrations granted pursuant to any of the applications;

**"Trade Marks"**

the registered trademarks listed in Part A and the unregistered trade mark in Part B of the Schedule to this Assignment.

**2. ASSIGNMENT**

Pursuant to the Intra-Group Business Transfer Agreement and for the consideration stated in the Intra-Group Business Transfer Agreement, the Assignor hereby assigns to the Assignee absolutely as full legal and beneficial owner and free from all Encumbrances (as defined in the Intra-Group Business Transfer Agreement) all right, title and interest in and to the Intellectual Property Rights together with: (a) all goodwill attaching to the Intellectual Property Rights and in respect of the Business in respect of which the Intellectual Property Rights are registered or used; (b) all rights of action, remedies, powers and benefits relating to any of the Intellectual Property Rights including 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 Intellectual Property Rights whether occurring before, on, or after the Effective Transfer Date.

**3. FURTHER ASSURANCE**

- 3.1 The Assignor undertakes that, at the Assignee's expense, it shall do all such acts and execute all such documents (including without limitation, making declarations and oaths) required by law or as may reasonably be requested by the Assignee in order to secure the vesting in the Assignee the full benefit of the rights assigned under this Assignment, including: (a) registration of the Assignee as proprietor of the Intellectual Property Rights; and (b) assisting the Assignee in obtaining, defending and enforcing the Intellectual Property Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Intellectual Property Rights.

**4. MORAL RIGHTS**

The Assignor shall use its reasonable endeavours, if so requested by the Assignee, to obtain written absolute waivers from all authors of the Intellectual Property Rights (or any part thereof) in relation to all their moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Intellectual Property Rights and, so far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.

**5. GOVERNING LAW AND JURISDICTION**

- 5.1 This Assignment 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 Northern Ireland.
- 5.2 The parties irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**SCHEDULE****PART A****Trade Marks**

Country	Mark	No.	Date	Status	Class(es)
UK	BUCKTONS	2441598	15.12.06	Registered	3, 5, 18, 20, 21,31
UK	GARDEN FEAST	2280708	15.09.01	Registered	31
UK	NATURE'S FEAST NATURES FEAST (srs 2)	2280709	15.09.01	Registered	31
UK	CHEEKY BOY	1561549	21.10.94	Registered	31
UK	NATURE'S FEAST NATURES FEAST (srs 2)	2336840	04.07.03	Registered	21
UK	WOODLAND CRUMBLE	2577304	06.04.11	Registered	21, 31
UK	FINCHES FAVOURITE	2577303	08.07.11	Registered	21, 31
UK	NO GROW	2577068	01.04.11	Registered	21, 31

**PART B****Unregistered Trade Mark**

Country	Mark
UK	GEORGE BUCKTONS

**PART C****Domain Names**

bucktons.co.uk  
 naturesfeast.co.uk  
 finefeather.co.uk  
 healthybird.co.uk  
 georgebucktons.co.uk

**PART D****Designs**

Region	No	Title	Date	Status
UK	4014899	Bird Feeder	10.03.10	Registered
UK	4008080	Bird Feeder	20.06.08	Registered
UK	4008081	Bird Feeder	20.06.08	Registered
Community Registered Design	001739053-0001	Bird Feeder	02.08.10	Registered
US	D647,254	Bird Feeder	08.09.10	Registered

**PART E****Patents**


Country	App. No	Publication No.	Title	Date	Status
UK	0806600.3	GB2459130	Bird Feeder with adjustable feed ports	11.04.08	Pending
UK	0622260.8	GB2443689	A Bird Feeding Port Assembly	09.11.06	Granted

**EXECUTED and DELIVERED as a DEED by  
PET AND AQUATICS HOLDINGS LIMITED**  
acting by one director in the presence of:



\_\_\_\_\_  
Director

Witness Signature:



Name:

SCOTT DOUGHERTY

Address:

c/o Westland  
14 Granville Ind Estate

Occupation:


Finance Director

**EXECUTED and DELIVERED as a DEED by  
WESTLAND HORTICULTURE LIMITED**  
acting by one director in the presence of:



\_\_\_\_\_  
Director

Witness Signature:



Name:

SCOTT DOUGHERTY

Address:

c/o Westland  
14 Granville Ind Estate

Occupation:

Finance Director