

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3123887

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PUKU LIMITED	08/28/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DMOTM LIMITED
<b>Street Address:</b>	3 ARAWA STREET
<b>Internal Address:</b>	GRAFTON
<b>City:</b>	AUCKLAND
<b>State/Country:</b>	NEW ZEALAND
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7871337
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(216)363-9001
<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>Phone:</b>	216-363-9000
<b>Email:</b>	fs@faysharpe.com
<b>Correspondent Name:</b>	SCOTT A. MCCOLLISTER, FAY SHARPE LLP
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<b>Address Line 4:</b>	CLEVELAND, OHIO 44115
<b>ATTORNEY DOCKET NUMBER:</b>	PUKU 000001US01
<b>NAME OF SUBMITTER:</b>	GEORGEEN B. SONNTAG
<b>SIGNATURE:</b>	/gbs/
<b>DATE SIGNED:</b>	11/26/2014
<b>Total Attachments: 5</b>	
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## ASSIGNMENT AGREEMENT

This assignment ("Assignment") is made and entered into as of 27<sup>th</sup> August 2014 by and between DMOTM LIMITED ("DMOTM"), having a place of business at 3 Arawa Street, Grafton, Auckland, New Zealand, and PUKU LIMITED, having a place of business at Suite 205 Ironbank, 150 Karangahape Road, Auckland, New Zealand ("Puku"). DMOTM and Puku may be referred to individually as a "Party" and collectively as the "Parties."

### RECITALS

Puku and DMOTM are parties to an Asset Purchase Agreement dated 27<sup>th</sup> August 2014 (the "Asset Purchase Agreement"), under which Puku is to assign to DMOTM certain inventions, patents, patent applications, and non-patent intellectual property.

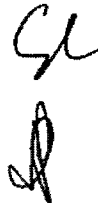
Pursuant to the terms of the Asset Purchase Agreement, Puku desires to transfer all of its claims, right, title and interest worldwide to any and all of the invention, patents, patent applications, and non-patent intellectual property set out in that Asset Purchase Agreement to DMOTM, and DMOTM desires to acquire and secure same.

NOW, THEREFORE, in satisfaction of the rights and obligations under the Asset Purchase Agreement, and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. Puku does hereby sell, assign and transfer to DMOTM the full and exclusive worldwide right, title, and interest in all countries, regions and jurisdictions of the world, in and to each and all of the following:
  - a) the patent applications listed in Attachment A to this Assignment, which is hereby incorporated as a part of this Assignment;
  - b) corresponding parent applications, if any;
  - c) all present and future patent applications, utility model applications, registrations and the like in any country, region or jurisdiction in the world that correspond to any of the patent applications listed in Attachment A, where a patent application, utility model, registration or the like corresponds to a patent application listed in Attachment A if it was or is filed by or for Puku or a person or entity affiliated with Puku or with an assignee or licensee of Puku or of a person or entity affiliated with Puku and it directly or indirectly claims the priority benefit of the filing date of an application listed in Attachment A.
  - d) all present and future continuations, continuations-in-part, divisionals, reissues, reexamination applications and the like in any country, region or jurisdiction in the world, of any of the application of sections (a), (b) or (c), above, including, e.g., continuations of continuations, etc.;
  - e) any and all present and future patents issuing directly or from any continuations, continuations-in-part, or divisionals from any of the applications of sections (a), (b)

**Assignment Agreement**

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**PATENT**  
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- (c) or (d), above (the patents of this section (e) and the applications of sections (a), (b) (c) and (d) being referred to herein collectively and severally as the "Patents");
- f) the inventions disclosed in any of the Patents (the "Inventions");
  - g) any improvements to such Inventions that (i) are within the scope of the specification, claims, prosecution histories and/or disclosures of the Patents and (ii) were made, conceived and/or reduced to practice by Puku on or before [date of Asset Purchase Agreement], 2014;
  - h) all know-how and trade secrets and all drawings, models, prototypes, sample, CAD files and components relating to the Patents and Inventions, and all copyright and design rights therein;
  - j) the worldwide right to claim domestic and international priority to any and all of the Patents;

2. Puku hereby authorises and requests the Intellectual Property Office of New Zealand, the United States Patent and Trademark Office and the governmental patent office in every other country, region and jurisdiction worldwide to issue any and all Patents to DMOTM or its designee as the owner thereof, for the sole use and benefit of DMOTM, its successors, assigns and legal representatives.

3. Puku does hereby covenant and agree with DMOTM that it has not and will not execute any writing or do any act whatsoever conflicting with these presents, and that it will at any time upon request, without further or additional consideration other than DMOTM reimbursing reasonable legal expenses or other agreed out of pocket expenses incurred in complying with said request, execute such additional assignments and other writings and do such additional acts as may be necessary to perfect DMOTM's enjoyment of this assignment, and also render all necessary non-financial assistance in making applications for and obtaining, defending and/or enforcing any Patents, it being understood that the foregoing covenant and agreement shall bind Puku and its legal successors and inure to the benefit of DMOTM and its legal successors, representatives and assigns.

4. Puku hereby expressly further warrants and represents that:

- i. It is the sole owner of the Patents, and there are no third party claims, licenses, agreements or other rights with respect to Patents.
- ii. To the best of Puku's knowledge, no third party has claimed that practicing the Invention infringes any intellectual property rights of a third party, or has challenged the ownership, validity or effectiveness of any of the Patents.
- iii. None of the Patents or Invention is encumbered by any obligation to pay royalties or other payments to a third party.
- iv. To the best of Puku's knowledge, there has been no trade secret misappropriation in connection with the Invention.
- v. Puku has not entered into any agreement, contract, license or other obligation with any third party that could or would result in a claim by a third party with respect to any of the Patents or Invention.



- vi. Puku is unaware of any other application or patent filed by it or any affiliated person or entity that would, if granted, prohibit DMOTM from exercising the rights assigned by this Agreement.
5. This Assignment may be amended, modified, superseded, canceled, renewed, or extended and the terms and conditions hereof may be waived only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance.
6. This Assignment shall be governed by and construed in accordance with New Zealand law and each of the Parties consents to the exclusive jurisdiction of the New Zealand courts.
7. Counterparts; Facsimile. This Assignment may be executed in one or more counterparts.
8. Each signatory below represents and warrants by his or her signature that he or she is duly authorised (on behalf of the respective Party for which such signatory has acted) to execute and deliver this instrument and any other document related to this transaction, thereby fully binding each such respective Party.

[SIGNATURE PAGE FOLLOWS]

A handwritten signature in black ink, consisting of a stylized 'S' followed by a loop and a vertical stroke.

IN WITNESS WHEREOF Puku and DMOTM each has hereunto set its hand:

**PUKU LIMITED**  
a New Zealand company

By SIMON ARNOLD

Signature 

Title Director

Date 28 Aug 14

By CHRIS BOYCE

Signature 

Title Director

Date 27 Aug 2014

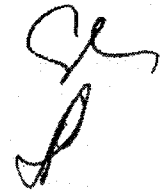
**DMOTM Limited**  
a New Zealand company

By DAN McELREA

Signature 

Title Director

Date 28 August 14



**Attachment A**  
**to**  
**ASSIGNMENT AGREEMENT**

1. Internal Coiled Spring (adjustable mechanism for attaching two shafts):
  - i. U.S patent number 7871337B2
  - ii. China patent number ZL200780007795.7
  - iii. European patent number EP1982077
  - iv. New Zealand patent number 551189
2. Chinese Finger Trap (connection device):
  - i. New Zealand patent number 565200
  - ii. U.S patent application number 12/863182
3. Slotted Clamp (friction clamp):
  - i. U.S. patent number 8205308
4. Contained Helix:
  - i. New Zealand patent application number 613616
  - ii. WIPO application number PCT/IB2014001390
5. Bi-internal/Bi-external Coiled Spring:
  - i. New Zealand patent application number 600369

