# 503092122 12/09/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3138728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
SAMSONITE EUROPE N.V.	11/13/2013

## **RECEIVING PARTY DATA**

Name:	SAMSONITE IP HOLDINGS S.AR.L.		
Street Address:	13-15 AVENUE DE LA LIBERTE		
City:	LUXEMBOURG		
State/Country:	LUXEMBOURG		
Postal Code:	L-1931		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14540156

### **CORRESPONDENCE DATA**

**Fax Number:** (303)629-3450

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.

**Phone:** (303) 629-3400

**Email:** sawatzke.ginny@dorsey.com

Correspondent Name: LEE R. OSMAN/DORSEY & WHITNEY LLP Address Line 1: 1400 WEWATTA STREET, SUITE 400

Address Line 4: DENVER, COLORADO 80202

ATTORNEY DOCKET NUMBER:	<b>BER:</b> P242085.US.01			
NAME OF SUBMITTER:	GINNY SAWATZKE F/B/O LEE R. OSMAN			
SIGNATURE:	/Ginny Sawatzke F/B/O Lee R. Osman/			
DATE SIGNED:	12/09/2014			

### **Total Attachments: 7**

source=P242085US01 Assignment From Samsonite Europe NV to Samsonite IP Holdings Sarl#page1.tif source=P242085US01 Assignment From Samsonite Europe NV to Samsonite IP Holdings Sarl#page2.tif source=P242085US01 Assignment From Samsonite Europe NV to Samsonite IP Holdings Sarl#page3.tif source=P242085US01 Assignment From Samsonite Europe NV to Samsonite IP Holdings Sarl#page4.tif source=P242085US01 Assignment From Samsonite Europe NV to Samsonite IP Holdings Sarl#page5.tif source=P242085US01 Assignment From Samsonite Europe NV to Samsonite IP Holdings Sarl#page6.tif source=P242085US01 Assignment From Samsonite Europe NV to Samsonite IP Holdings Sarl#page7.tif

503092122 REEL: 034437 FRAME: 0782

PATENT

Attorney Docket No.: P242085.EP.01

#### ASSIGNMENT

WHEREAS, Samsonite Europe N.V., having its principal place of business at Westerring 17, 9700 Oudenaarde, Belgium (the "Assignor") is the owner by assignment of the right, title, and interest in and to certain new and useful systems, devices, designs and methods as disclosed and described in the attached Samsonite Invention and Product Design Disclosure Questionnaire having the title "Pulltrusion frame with plastic connection corners" (the "Invention"); and

WHEREAS, Assignor desires to assign any and all right, title and interest to the Invention; any patents, patent applications, utility models, utility model applications, design registrations, design applications, or other intellectual property rights based upon or arising from the Invention, including, but not limited to, any original, provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional, and convention applications, registrations, or patents; any reissue or reexamination thereof or to be obtained therefor; any renewals, or substitutes thereof; any and all priority rights or priority claims and International Convention rights for any of the foregoing; any and all rights to collect damages, including past damages, for infringement of any and all of the foregoing; and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or design registrations or the securing of patents, design registrations, or other intellectual property rights in any country or region in the world (the "Intellectual Property Rights"); and

WHEREAS, Samsonite IP Holdings S.à r.L., a Luxembourg private limited liability company, having its principal place of business at 13-15 avenue de la Liberté, L-1931 Luxembourg, Luxembourg (the "Assignee"), desires to acquire any and all right, title, and interest of Assignor in and to the Invention and the Intellectual Property Rights;

NOW THEREFORE, for the sum of €1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transferred and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the Invention and the Intellectual Property Rights;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it 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, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making applications for and obtaining original, provisional, non-provisional, continuation, continuation-inpart, continuing prosecution, divisional, renewal, reissue, reexamined, or extended patents or design registrations in any country or region in the world, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Invention and the Intellectual Property Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of the Intellectual Property Rights, by giving testimony in any proceedings or transactions involving such Invention and/or the Intellectual Property Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

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UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Invention and the Intellectual Property Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Invention and the Intellectual Property Rights to a third party; and

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for patents, design registrations, and other intellectual property rights associated with the Invention in any country or region in the world, in its own name if desired, and additionally to claim priority to the filling date of the original application or registration and otherwise take advantage of the provisions of any international conventions.

This Assignment may be executed in two or more counterparts and by facsimile, all of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The effective date of this Assignment is 30 October 2013

SAMSONITE EUROPE N.V.

Date:	BNA	, 2013 By:		filler	
		Name	э:	/ Richard A. Lamb	
		Title:	7	Attorney-in-Fact	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

Attorney Docket No.: P242085.EP.01

# **ACCEPTANCE OF ASSIGNMENT**

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance of the Assignment as of the effective date of 30 October 2013.

Date: 17 Ver , 2013 By:
Name: Richard A. Lamb
Title: Director

Samsonte

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Confidential Attorney/Client Privilege

#### Samsonite Invention and Product Design Disclosure Questionnaire

Please return this completed document to the Legal Department.

- 1. Title. Pulltrusion with plastic connection corners
- 2. Project Name. What is the internal project name of this invention or product design?

No specific project.

Will be used for the first time in the new Blite fresh and Hybrid entry

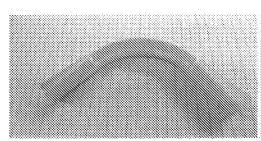
Related Product Info. Describe any existing Samsonite products, methods, or external
publications or presentations that are similar to your invention or product design.

The use of pulitrusion is been done before (for example in Blite), but not in combination with the connection corners. Therefore they could only be used as a hidden reinforcement.

<u>Description</u>. Provide a thorough description of your invention, using attachments if helpful.
 For a product design, please attach photographs or drawings from all sides.

Straight pieces of pulltrusions are connected with a plastic comer (to be used as a corner protection) to create a stiff and light construction.

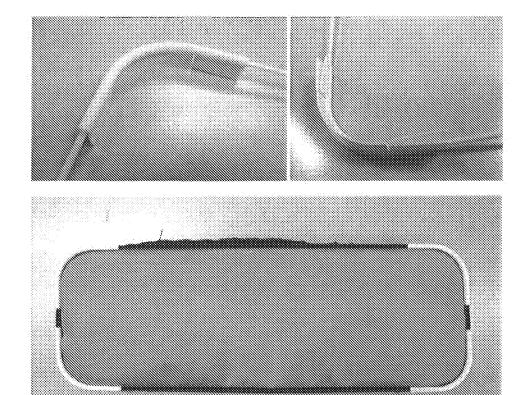
Pulltrusions to be covered with one layer of fabric and afterword slide into the plastic corners to create a solid construction.





Remember, your work for Samsonite is Confidential Information. Please handle it appropriately.

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5. Written Record. When and where was the very first written record of the invention or product design made?

April 2013

6. Prototype. When and where was the first functional prototype or model made? Who made it?

April 2013

- Advantages. State the advantages that your invention or product design has over other existing products or technology.
  - Lighter than steelwire (example: Spinner 55 +/- 100gr less)
  - · better memory and elasticity, so no permanent deformation
  - · integrated comer protection

Remember, your work for Semsonite is Confidential Information. Please handle it appropriately.

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8. Previous Public Disclosure without a Confidentiality Agreement. Has the invention or product design been discussed or disclosed, without a confidentiality agreement, outside of Samsonite (such as product testing, or to vendors, distributors, at a trade show, in an advertisement, etc.)? If yes, please provide the details of when and to whom it was discussed or disclosed. If not, please do not discuss or disclose outside of Samsonite until a patent has been filled or a determination has been made to not file a patent for the invention.

#### REDACTED

 Anticipated Public Disclosure. Is there an anticipated plan to discuss or disclose this invention outside of Samsonite? If so, when and where?

REDACTED

10. <u>Confidentiality Agreement</u>. Is there a confidentiality agreement with any party regarding this invention or product design?

REDACTED

11. Offer for Sale. Has the invention or product design been offered for sale? If so, when and where? If not, is there a plan to do so?

REDACTED

12. <u>Inventors.</u> Provide the names and information for each inventor. An inventor is generally considered to be someone who conceived or thought of the invention. Someone who merely follows or implements the instructions of others, including those who help make a prototype or refine the invention or design, is generally not an inventor.

(Make extra copies of this text block for more inventors.)

Full Legal Name: Annelies Mertens

Are you employed by Samsonite? Yes

If so, which Samsonite company? Europe NV

If not, please provide the name of your employer:

Work Address:

Westerring 17, 9700 Oudenaarde

Citizen Of:

Belgium

Home Address:

Martiin Van Torhoutstraat 163

Phone Number: 0497/994877

e-mail address:

annelies.mertens@samsonite.com

Remember, your work for Samsonite is Confidential Information. Please handle it appropriately.

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Full Legal Name: Reinhard Meerrschaert Are you employed by Samsonite? Yes

If so, which Samsonite company? Europe NV

If not, please provide the name of your employer:

Work Address:

Westerring 17, 9700 Oudenaarde

Citizen Of:

Belgium

Home Address:

Lembergsesteenweg 94

Phone Number: 09/324 06 02

e-mail address:

reinhard.meerrschaert@samsonite.com

- 13. Approvals. Has submission of this invention disclosure been approved? If so, by who?
- 14. Name of Person Completing this Form:

**Annelies Mertens** 

Remember, your work for Samsonite is Confidential Information. Please handle it appropriately.

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**PATENT REEL: 034437 FRAME: 0789**