

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3194974

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	REMEX AG	09/27/2013
RECEIVING PARTY DATA		
Name:	SPUHL AG	
Street Address:	GRUNTALSTRASSE 23	
City:	9300 WITTENBACH	
State/Country:	SWITZERLAND	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13130660
CORRESPONDENCE DATA		
Fax Number:	(412)945-5933	
<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:	4124718815	
Email:	assignments@webblaw.com	
Correspondent Name:	THE WEBB LAW FIRM PC	
Address Line 1:	ONE GATEWAY CENTER, 420 FT. DUQUESNE BLV	
Address Line 2:	SUITE 1200	
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15222	
ATTORNEY DOCKET NUMBER:	7353-111709	
NAME OF SUBMITTER:	NATHAN J. PREPELKA	
SIGNATURE:	/Nathan J. Prepelka/	
DATE SIGNED:	01/23/2015	
Total Attachments: 12 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif		

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**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)

Remex AG

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

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

Execution Date(s) September 27, 2013

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Spühl AG

Internal Address: _____

Street Address: Grüntalstrasse 23

City: 9300 Wittenbach

State: _____

Country: Switzerland

Zip: _____

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

13/130,660

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Nathan J. Prepelka

Internal Address: The Webb Law Firm

Street Address: One Gateway Center
420 Ft. Duquesne Blvd., Ste 1200

City: Pittsburgh

State: PA Zip: 15222

Phone Number: 412-471-8815

Fax Number: 412-945-5933

Email Address: assignments@webblaw.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 0

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☒ None required (government interest not affecting title)

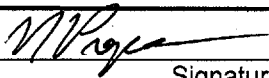
8. Payment Information

a. Credit Card Last 4 Numbers 1916
Expiration Date 05/2015

b. Deposit Account Number 23-0650

Authorized User Name Nathan J. Prepelka

9. Signature:



Signature

January 23, 2015

Date

Nathan J. Prepelka

Name of Person Signing

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

12

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

DECLARATION OF ASSIGNMENT

dated 27 September 2013

between **Remex AG**
Morgentalstrasse 4a
CH-9323 Steinach
Switzerland

hereinafter: "**Assignor**"

and **Spühl AG**
Grüntalstrasse 23
9300 Wittenbach

hereinafter: "**Assignee**"

concerning the Assignment of certain Intellectual Property Rights

Spühl
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Recitals

On 25th September 2013, Spühl AG, Grüntalstrasse 23, 9300 Wittenbach, Switzerland and Remex AG, Morgentalstrasse 4a, 9323 Steinach, Switzerland, entered into an asset purchase agreement (the "**Asset Purchase Agreement**") regarding the purchase of certain of Remex AG's assets by Spühl AG as buyer. Under the Asset Purchase Agreement, Spühl AG ("**Assignee**") agreed to acquire or cause a designated affiliate of Assignee to acquire from Remex AG ("**Assignor**") certain intellectual property rights.

Assignee informed Assignor that the intellectual property rights to be acquired under the Asset Purchase Agreement will be acquired by Assignee itself.

Assignee has agreed to be assigned and to accept from Assignor the Patent Applications as well as the Trademarks, the Trademark Application, the Design, the Domain- and Company Name, and the Know How (each as defined below; all together: "**Assigned IP**").

Therefore, the Parties agree as follows:

I Assignments

1 Assignment of Patent Applications, Trademarks and Trademark Application

Assignor herewith assigns and transfers to Assignee and Assignee hereby accepts with effect as of the date hereof any and all of Assignor's rights, titles and interest in and to the Patent Applications, the Trademarks and the Trademark Application, including, but not limited to:

- a) all the rights, titles, interest, powers, liberties and immunities attached to the Patent Applications, the Trademarks and the Trademark Application (including, for the avoidance of doubt, the right to claim priority);
- b) the right to sue for and to recover damages and further remedies in respect of any infringement of or acts of passing off or unfair competition in respect of the Patent Applications, the Trademarks and the Trademark Application which may have occurred before the date hereof; and
- c) any goodwill attached to the Patent Applications, the Trademarks and the Trademark Application.

"**Patent Applications**" means the patent applications listed in Annex 1 and any and any and all provisional applications, continuations, continuations-in-part, divisions, reissues, renewals, and all patents granted on any pending patent applications in Annex 1, and any patents-of-addition, reissue patents, re-examinations and extensions or restorations by existing or future extension or restoration mechanisms, supplementary protection certificates or the equivalent

thereof deriving from the patents and patent applications in Annex 1, and any equivalent of any of the foregoing in any jurisdiction.

"Trademarks and Trademark Application" means the trademarks and the trademark application listed in Annex 2.

2 Assignment of Design

Assignor herewith assigns and transfers to Assignee and Assignee hereby accepts with effect as of the date hereof any and all of the Assignor's rights, titles and interest in the Design as shown in Annex 3.

"Design" means the design shown in Annex 3.

3 Assignment of Domain- and Company Names

Assignor herewith assigns and transfers to Assignee and Assignee hereby accepts with effect as of the date hereof any and all of the Assignor's rights, titles and interest in the Domain- and Company Names as listed in Annex 4.

"Domain- and Company Names" means the domain name and the company name listed in Annex 4.

4 Assignment of Know How

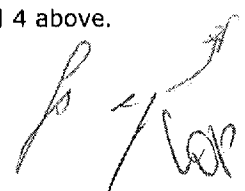
Assignor herewith assigns and transfers to Assignee and Assignee hereby accepts with effect as of the date hereof any and all of the Assignor's rights, titles and interest in the Know How and the Documents as defined below.

"Know How" means the entire know how regarding the Assignor's innerspring machinery business such as operating techniques, know how, data, designs, drawings, reports, manufacturing process and procedures, devices, methods and developments (whether or not patentable) and other technical information existing as of the date of this Agreement stored on Assignors servers in Steinach or elsewhere.

"Documents" means the operating manuals, guides and other support materials in either print, magnetic, optical or electronic form, including any materials, which are necessary or appropriate to assist or supplement the understanding or application of the Know-How.

5 Assignment of remaining Transferred IP

Assignor herewith assigns and transfers to Assignee and Assignee hereby accepts with effect as of the date hereof any and all of the Assignor's rights, titles and interest in the Transferred IP (as defined in the Asset Purchase Agreement) which are not transferred in accordance with any of the sections 1, 2, 3 and 4 above.

Handwritten signature and initials, possibly 'P. J. W.' or similar, in dark ink.

II Joint Provisions

1 Representations and Warranties

The representations and warranties given to the Assignee in respect to the Assigned IP are those set out in section 12.5 of the Asset Purchase Agreement.

2 Consideration

The Assignor confirms and acknowledges that it is not entitled to any consideration in addition to the payment of the Purchase Price (as defined in the Asset Purchase Agreement) for the assignment and transfer of the Assigned IP. By execution of this agreement, the Assignor confirms that the payment of the Purchase Price has occurred.

3 Covenants

The Assignee shall be entitled to effect that it is registered as owner of the Assigned IP in the applicable registers, and the Assignor shall execute any declaration or other document prepared by the Assignee required for the registration of the Assignee as owner of the Assigned IP. The cost for the registration of the Assignee as owner of the Assigned IP shall be borne by the Assignee. Pending such change of registration, the Assignor shall pay on behalf of the Assignee all fees and the Assignor shall – on request of the Assignee – do all acts required to maintain the respective registrations. The Assignee shall reimburse the Assignor for all cost incurred for maintaining the registration after Closing of the Asset Purchase Agreement.

4 Governing Law

This Agreement is governed by, and construed in accordance with, the substantive laws of Switzerland, excluding its rules on conflict of laws and excluding international treaties (in particular the Vienna Convention on the International Sale of Goods dated 11 April 1980; CISG).

5 Dispute Resolution

Any dispute, controversy or claims arising out of or in connection with this Agreement, including disputes on its conclusion, binding effect, amendment and termination shall be resolved exclusively by the ordinary Courts of St. Gallen.

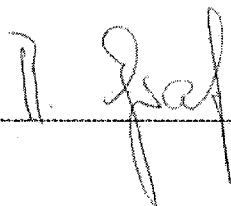
Signatures on next page

Handwritten signature and initials, possibly 'P. G. W. 100'.


Signatures

_____, this _____

Remex AG




Name:
Title:



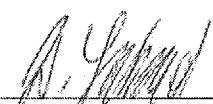
Name:
Title:

 this 27.9.13

Spühl AG



Name:
Title: PETER VOGEL
CEO



Name: Walter Gschwend
Title: Leiter Finanzen

Annex 1: Patent Applications

No.	Patent No. / Filing No.	Status (reg. / appl.)	Description	Country	Registered Owner	Legal Owner	Filing / Priority Date	Comments (e.g. Liens, licenses or other third party rights)
1.1	? / 00229/04	Application	? Federwende- Vorrichtung	CH	Remex AG Morgentalstrasse 4a 9323 Steinach /CH		13.02.2004	Verm.
1.2	EP 1 713 599A1 / 05706506.2	Application	Spring Rotating Device	Europe	Remex AG Morgentalstrasse 4a 9323 Steinach /CH		11.02.2005 13.02.2004	
1.3	US2008/0017271 / 10/589.146	Application abandoned	Spring-Turning Apparatus	USA	Remex AG Morgentalstrasse 4a 9323 Steinach /CH		11.02.2005	
2.1	CH 699 955 A1 / 01834/08	Application	Verfahren und Vorrichtung zum Herstellen von Federn	CH	Remex AG Morgentalstrasse 4a 9323 Steinach /CH		25.11.2008	

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No.	Patent No. / Filing No.	Status (reg. / appl.)	Description	Country	Registered Owner	Legal Owner	Filing / Priority Date	Comments (e.g. Liens, licenses or other third party rights)
2.2	CN 102223963A /200980146829X	Application	?	CN	Remex AG Morgentalstrasse 4a 9323 Steinach /CH		18.11.2009	
2.3	EP 2 349 605 A1	Application	Apparatus and Method for Producing Springs	Europe	Remex AG Morgentalstrasse 4a 9323 Steinach /CH		18.11.2009 25.11.2008	
2.4	US2011/0226380 / 13/130.660	Application	Apparatus and Method for Producing Springs	USA	Remex AG Morgentalstrasse 4a 9323 Steinach /CH		18.11.2009	
3.1	EP 2 524 896A1 / 11 186 837.2	Application	Verfahren und Vorrichtung zur Herstellung und Aufreihung von Federn	Europe	Remex AG Morgentalstrasse 4a 9323 Steinach /CH		20.05.2011	

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No.	Patent No. / Filing No.	Status (reg. / appl.)	Description	Country	Registered Owner	Legal Owner	Filing / Priority Date	Comments (e.g. Liens, licenses or other third party rights)
3.2	WO2012/159892 /PCT/EP2012/058648	Application	Method and device for producing and lining up springs	PCT	Remex AG Morgentalstrasse 4a 9323 Steinach /CH		10.05.2012 20.05.2011	
4.1	? / 01073/13	Application not published	? Vorrichtung zur Herstellung von windungslosen	CH	Remex AG Morgentalstrasse 4a 9323 Steinach /CH		06.06.2013	


Annex 2: Trademarks and Trademark Application

No.	Trademark No. / Filing No.	Status (reg. / appl.)	Trademark	Country	Registered Owner	Legal Owner	Filing / Priority Date	Comments (e.g. Liens, licenses or other third party rights)
1	572336	Registered	BUTTERFLY	CH	Remex AG Morgentalstrasse 4a 9323 Steinach /CH		07.12.2007	
2	590489	Registered	JOY	CH	Remex AG Morgentalstrasse 4a 9323 Steinach /CH		08.04.2009	
3	56906/2013	Application	REMEX	CH	Remex AG Morgentalstrasse 4a 9323 Steinach /CH		10.06.2013	

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Annex 3: Design

No.	Design No. / Filing No.	Status (reg. / appl.)	Design	Country	Registered Owner	Legal Owner	Filing / Priority Date	Comments (e.g. Liens, licenses or other third party rights)
1	to be transferred to SPÜHL AG	not filed					not filed	

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Annex 4: Domain and Company Name

Domain Name

No.	Domain	Status (reg. / appl.)	Country	Registered Owner	Filing Date	Comments (e.g. Liens, licenses or other third party rights)
1	www.remexag.com	Reg. 11.1.01 Update: 4.9.12 Exp. 11.1.14		Registrar of Record: TLDS, LLC DBA, SRSPLUS www.srsplus.com Registrant/Adm. Contact: Bosshard Multimedia GmbH, CH-9212 Arnegg www.bomm.ch		Domain servers: ns2.bomm.ch ns1.bomm.ch

Company Name

No.	Domain	Status (reg. / appl.)	Country	Registered Owner	Filing Date	Comments (e.g. Liens, licenses or other third party rights)
1	Remex AG					