

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3340950

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	FILLABALL HOLDINGS LIMITED	10/23/2013
RECEIVING PARTY DATA		
Name:	SUMMERCROFT LIMITED	
Street Address:	21 BUCKLE STREET	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	E1 8NN	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D604370
CORRESPONDENCE DATA		
Fax Number:	(703)684-8206	
<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:	7036846885	
Email:	mbreiner@bbpatlaw.com	
Correspondent Name:	BREINER & BREINER, L.L.C.	
Address Line 1:	115 NORTH HENRY STREET	
Address Line 4:	ALEXANDRIA, VIRGINIA 22314	
ATTORNEY DOCKET NUMBER:	7224/DES	
NAME OF SUBMITTER:	MARY J. BREINER	
SIGNATURE:	/Mary J. Breiner/	
DATE SIGNED:	05/06/2015	
Total Attachments: 14		
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DATED 23 OCTOBER 2013

**INTELLECTUAL PROPERTY
SALE AGREEMENT**

between

**FILLABALL HOLDINGS LIMITED
(In Liquidation)**

and

**MR DAVID RUBIN
("the Liquidator")**

and

**SUMMERCROFT LIMITED
(the "Buyer")**

THIS AGREEMENT is made on 23rd October 2013

BETWEEN:

- (1) **FILLABALL HOLDINGS LIMITED (IN LIQUIDATION)** (Company Number 06035848) (the "Seller") acting by its Liquidator, Mr David Rubin of David Rubin & Partners LLP, Pearl Assurance House, 319 Ballards Lane, London N12 8LY (the "Liquidator");
- (2) **THE LIQUIDATOR;**
- (3) **SUMMERCROFT LIMITED** (Company Number 01150570) whose registered office is at 21 Buckle Street, London, E1 8NN (the "Buyer");

BACKGROUND

- (A) The Seller entered liquidation on 20 June 2013 and the Liquidator was appointed liquidator of the Seller with all the powers conferred by the Insolvency Act 1986 (as amended).
- (B) The Seller, the Liquidator and the Buyer have agreed to the transfer of such assets as are defined below on the terms and subject to the conditions of this Agreement. The Seller (acting by the Liquidator) is only transferring such right, title and interest as the Seller has in such assets and subject to any Encumbrances (as defined below) which may exist in respect thereof.
- (C) The Liquidator is joined as a party to this Agreement merely for the purposes of receiving the benefit of the waivers and exclusions of liability and indemnities in his favour contained in this Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

In this Agreement:

- 1.1 the following expressions have the following meanings unless inconsistent with the context:

"Agreement"	this agreement including any attachments;
"Assets"	the assets of the Seller agreed to be purchased by the Buyer under clause 2.1;
"Business Day"	a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business;

"Encumbrance"	any interest, right, claim or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, restriction, assignment (including assignment for the purpose of security), hypothecation, security interest or security arrangement, right of set off or counterclaim, title retention, equity or trust arrangement or any encumbrance of any kind whatsoever (including any of the same arising by operation of law or equity) or any agreement (whether conditional or otherwise) to create any of the same;
"Intellectual Property"	all, if any, rights vested in the Seller in the patents, utility models, design registrations and trademarks set out in the Schedule hereto;
"Liquidator's Solicitors"	Keystone Law of 53 Davies Street, London, W1K 5JH (reference: JM);
"Price"	the sum of £30,000 plus VAT;
"Shares"	the one hundred ordinary shares of £1 each in the capital of the Subsidiary
"Subsidiary"	Fillaball Limited (company number 05051680)
"Terms"	the provisions of this Agreement;
"Transfer Date"	the date of this Agreement;
"VAT"	Value Added Tax.

1.2 In interpreting this Agreement unless the context otherwise requires:

- 1.2.1 the headings to the clauses are for convenience only and shall not affect the construction of anything in this Agreement;
- 1.2.2 reference to clauses are to be construed as references to the clauses of this Agreement;
- 1.2.3 references to the singular includes the plural and vice versa and references to any gender includes the other genders;

1.2.4 references to the "Seller or the Liquidator" includes both of them jointly and severally or either of them individually and includes the relevant person's successors-in-title; and

1.2.5 where reference is made to a statutory provision this includes all prior and subsequent enactments, amendments and modifications relating to that provision and any subordinate legislation made under it.

2. ASSETS TO BE SOLD

2.1 Subject to the Terms, the Seller (acting by the Liquidator) shall sell and the Buyer shall purchase such right, title and interest as the Seller may have in and to:

a) the Intellectual Property;

b) the Shares

2.2 The Seller shall (at no cost to the Seller) execute such documents and perform such acts as may reasonably be required for the purpose of vesting in the Buyer or his nominee the full benefit of the right, title and interest in respect of the Intellectual Property assigned and the Shares, transferred to the Buyer under this Agreement.

2.3 The Buyer shall not purchase and shall have no liability in any respect to acquire any other assets of the Seller not expressly agreed to be sold by this Agreement.

3. PRICE

It is agreed that the consideration payable by the Buyer to the Seller in respect of the Assets shall be £30,000 (plus VAT), receipt of which is hereby acknowledged.

4. TITLE AND RISK

4.1 Such right, title and interest as the Seller may have in the Assets shall pass to the Buyer on the Transfer Date.

4.2 Risk in the Assets shall pass to the Buyer with effect from the Transfer Date.

5. THIRD PARTY ASSETS

5.1 The Buyer acknowledges that the Liquidator's knowledge of the Assets is limited and that some of the Assets may be subject to claims or Encumbrances by third parties or under the ownership of third parties and for the avoidance of doubt it is acknowledged by the Buyer that the sole risk of there not being good title to the Assets and the sole risk of the Assets being subject to a charge, lien, right of ownership or other encumbrance is the Buyer's and its alone, and the Buyer acknowledges that the Price reflects this risk.

- 5.2 The Buyer shall indemnify the Seller and the Liquidator (on a full indemnity basis) from and against all actions, proceedings, claims and demands which may be brought or made against the Seller or the Liquidator and all losses, costs (including, but not limited to, fees and expenses of the Liquidator), charges, damages or expenses which the Seller or Liquidator may reasonably and properly incur or sustain as a result of any claim by such third parties.

6. **EXCLUSION OF WARRANTIES**

- 6.1 The Buyer acknowledges that the Seller is entering into this Agreement only upon the express agreement of the Buyer that all warranties, conditions, guarantees or representations express or implied, statutory or otherwise relating to any of the Assets.

- 6.2 It is agreed by the Buyer that the Terms, conditions and the exclusions of this Agreement are fair and reasonable in the context of a sale of assets by a company in liquidation and accord with normal practice on liquidation sales bearing in mind that:

6.2.1 the Liquidator's knowledge of the Assets is limited and that the Liquidator has relied upon the information supplied to him by the directors of the Seller;

6.2.2 the Seller and the Liquidator have specifically told the Buyer that the Buyer must rely absolutely on the Buyer's own opinion and/or professional advice concerning the Terms and the possibility that the Buyer may not acquire title to all or any of the Assets together with the fact that the Buyer would have no remedy under this Agreement should that happen.

- 6.3 The Buyer acknowledges and agrees with the Seller and the Liquidator as follows:

6.3.1 that if it is found that the Seller does not have possession of, title or unencumbered title to any of the Assets purported to be sold under this Agreement the Buyer expressly agrees that it shall have no right either to rescind this Agreement or to claim damages or a reduction in the Price;

6.3.2 that the Buyer has, and has informed the Seller and the Liquidator that it has available to it (either internally or externally), skilled professional advice concerning the matters referred to in clause 6.2 above and on that basis the Buyer has agreed to purchase the Assets for a consideration calculated to take into account the risk to the Buyer represented by the fact that all the parties believe that the said exclusions and limitations would be recognised as fully effective by the Courts, the Seller and the Liquidator making it clear that on any other basis they would not have agreed to sell the Assets except for a higher consideration,

7. **CONFIDENTIALITY AND ANNOUNCEMENTS**

Save where the Buyer, or the Seller and the Liquidator (as the case may be) has consented in writing to the form of any announcement, the Buyer, and the Seller and the Liquidator shall

use their respective endeavours to keep the Terms strictly confidential, subject to any disclosures required by law.

8. **NOTICES**

8.1 Any notice required to be given by this Agreement is ineffective if given orally and must be made in writing and delivered personally or by pre-paid recorded delivery to the addresses given in clause 8.2 or such alternative address notified in writing. Such notice will only be effective when actually received by the recipient.

8.2 The contact details for this purpose are as follows:

Seller and the Liquidator

Fillaball Holdings Limited – In Liquidation
c/o David Rubin & Partners LLP
Pearl Assurance House
319 Ballards Lane
London N12 8LY

For the Attention of Mr David Rubin

Buyer

Summerville Limited
21 Buckle Street
London
E1 8NN

For the Attention of Mr Michael Warshaw

9. **ENFORCEMENT BY THIRD PARTIES**

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it other than members of the Liquidator or the Liquidator's Solicitors' firms.

10. **EXECUTION BY THE LIQUIDATOR**

The Liquidator is a party to this Agreement in his own capacity solely for receiving and enforcing the obligations, undertakings, waivers and indemnities on the part of the Buyer. The parties agree that the Liquidator has entered into and signed this Agreement as officer for the Seller and neither the Liquidator nor his firm shall incur any personal liability whatsoever whether on his own part or in respect of any failure on the part of the Seller to observe, perform or comply with any of its or his obligations under this Agreement or under or in relation to any associated arrangements or negotiations.

11. **GENERAL**

- 11.1 Failure by the Seller or the Liquidator to require performance of any term or condition of this Agreement shall not prevent the subsequent enforcement of such term or condition nor shall such failure be deemed to be a waiver of any subsequent breach of this Agreement, or any right or remedy granted by this Agreement or by the general law in respect of such breach.
- 11.2 All obligations of any party in this Agreement being obligations imposed by this Agreement shall if they have not been performed at the Transfer Date or are capable of operating or taking effect after the Transfer Date remain in full force and effect notwithstanding execution of this Agreement and the satisfaction of the Price.
- 11.3 The benefits of this Agreement shall continue for the benefit of the successors or assignees of each of the parties but the obligations under this Agreement shall not be assignable by the Buyer.
- 11.4 If any provision of this Agreement is held not to be valid but would be valid if part of the wording were deleted or modified then such provision shall apply with such deletion or modification as may be necessary to make it enforceable.
- 11.5 The Terms and conditions of this Agreement represent the entire agreement between the parties relating to the sale and purchase of the Assets and this Agreement supersedes any previous arrangement between the parties in relation to the matters dealt with in this Agreement.
- 11.6 This Agreement may be executed in any number of counterparts, and by the parties or separate counterparts, each of which so executed and delivered will be an original, but all counterparts will together constitute one and the same agreement. For the purposes of completion, faxed signatures by the parties shall be binding.
- 11.7 This Agreement shall be governed by and construed solely under English law and all the parties agree to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under this Agreement.

EXECUTED AS A DEED by the parties and delivered on the date which first appears in this Agreement

SCHEDULE 1 – INTELLECTUAL PROPERTY

PATENTS – CAMBA TECHNOLOGY

PATENT	STATUS	REFERENCES	ORIGINAL FILING DATE	TITLE
CAMBA 1 (UK)	GRANTED Renewal fees due Feb 2014	BRITISH PATENT 2457264 Previously 0802312.9	7 February 2008	Wheeled Apparatus for transporting Loads
CAMBA 1 (PCT)	Country fan out phase of PCT Internationalisation “Waiting on Examiner”	PCT/GB/2009/000323 Europe: 09707359.7	6 February 2009	Wheeled Apparatus for Transporting Loads
CAMBA II	Country fan out phase of PCT Internationalisation “Waiting on Examiner”	PCT GB10/051550 Europe: 10766320.5	15 September 2009	Apparatus for transporting elongate loads
CAMBA II	US	13/496439		Apparatus for transporting loads
CAMBA IV PCT CIV_02 26337	Entry into International Phase. Fan out decision in Feb 2014	PCT/GB2012/000682	24 th August 2012	Wheeled Load Carrying Apparatus
CAMBA V PCT CV_02 26336	Entry into International Phase. Fan out decision in Feb 2014	PCT/GB2012/000683	28 th August 2012	Two Wheeled Trolleys

ASSUMES

1. UK Patent (Ref 1114836.8) was abandoned when overdue examination request was declined.
2. US Continuation in Part (Ref 13/506872) was let to lapse following non response to examination report (Decision made Sept 2013)

UTILITY MODELS – CAMBA TECHNOLOGY

UTILITY MODEL	STATUS	REFERENCES	ORIGINAL FILING DATE	TITLE
CAMBA I	GRANTED in China on June 1 st 2011	ZL2009 90100142.8	6 February 2009	Wheeled Apparatus for Transporting Loads
CAMBA II 26307	GRANTED in China on April 3 rd 2013	201090001221.6	September 5 th 2010	Apparatus for Transporting Loads

DESIGN PATENTS (US) AND DESIGN REGISTRATIONS – CAMBA TECHNOLOGY

COUNTRY	REGISTERED DESIGN	REFERENCE/DATE
US	Shopping Trolley / 3W Luggage – GRANTED to FEB 2025	D632893 : 22/02/11 No renewal fees required
Europe	Wheeled Shopping Bag and Wheeled Coolbox – GRANTED .	001143739 : 01/06/09 Next renewal June 2014
Australia	Shopping Trolley / 3W Luggage – GRANTED .	329078 : 30/11/09 Next renewal Nov 2014
Europe 26255	Kayak Karrier – GRANTED . 25 Years	001929191 : 7/10/11 Renewal due October 2016
US 26256	Kayak Karrier – GRANTED . 14 YEARS (March 2027)	D678,642 : 19/03/13 No renewal fees required

TRADEMARKS – RELATING TO CAMBA & FILLABALL

MARK	COUNTRY	NUMBER	DATE
CAMBA 26254	EU REGISTERED To OCT 2019. Renewal Oct 19	CTM:008653933 Classes 12 18 21 28	31 st October 2009
CAMBA 26254	US REGISTERED - Via Madrid Protocol	Madrid: 1129422 US: 79/117958	27 th October 2011
CAMBA 26254	China REGISTERED Via Madrid Protocol	Madrid: 1129422	27 th October 2011
FILLABALL LOGO (Two Arcs)	REGISTERED in UK	2519247 Classes 12, 18, 28	23 rd June 2009
FILLABALL (mark) Classes 11,20,21, 28	UK – REGISTERED	2426564	7 th July 2006
	US - REGISTERED	3438896	3 rd June 2008
	Europe – REGISTERED	005636121	8 Jan 2007

DESIGN PATENTS (US) AND DESIGN REGISTRATION – RUBIK'S 360

Country / Region / Agreement	Original application reference and date	Registration Status	Final Approval Date, Registration Number, Duration, Renewal
Europe (EU)		GRANTED (See note 2)	1 st December 2008, 001050025 To December 2033, First renewal Dec 2013
US	29/311537 16 th April 2009	GRANTED	17 th November 2009, D604370 S, Yes 14 Year term of protection to November 2023 No renewal fees payable
India	223073	GRANTED	15 th February, 223073 15 Years, but extension renewal May 2019
Brazil	DI6902130-9 27 th May 2009	GRANTED	Awaiting action by Brazilian Patent Office 2 nd quinquennium fees due by 28 May 2014
Hong Kong	0900702.8 30 th April 2009	GRANTED	30 th April 2009, 0900702.8 To April 2034; renewal due April 2014
Canada	131213 29 th June 2009	GRANTED	3 rd March 2010, 131213 Renewal due March 2015
Hague Agreement	497376701 25 th May 2009	GRANTED (See note 1)	13 th July 2009, DM/071849 To May 2034 First renewal due May 2014

NOTES

1. Countries covered by the Hague Agreement registration are Ukraine, Singapore, Iceland and Turkey
2. Europe (Community) includes Denmark, Sweden and Finland.
3. Japan, Russia, Taiwan, Korea and China abandoned.

TRADEMARKS – RELATING TO RUBIK'S 360

MARK	COUNTRY	NUMBER	DATE
GRAVITY TRAP	EU	CTM:008469124	3 rd August 2009

	REGISTERED. To AUG 2019.	Classes 9, 28	
GRAVITY TRAP	UK REGISTERED. To Feb 2019	2507700 Classes 28	

PATENTS – BOUNCER

PATENT	STATUS	REFERENCES	ORIGINAL FILING DATE	TITLE
BOUNCER (UK)	GRANTED	BRITISH PATENT 2474483	11 April 2012 Renewal Oct 2013	Body Supporting Apparatus

TRADEMARKS – RELATING TO THE BOUNCER

MARK	COUNTRY	NUMBER	DATE
AMOROSO	UK REGISTERED. To Nov 2020.	2565930 Classes 10, 20, 25	3 rd August 2009

Whelan.

appointed on 20 June 2013 pursuant to powers conferred by the Insolvency Act 1986 and on his own behalf as such liquidator in the presence of:

INSOLVENCY ADMINISTRATOR

in the presence of:

Occupation: