

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3345712

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROYDON MARK SCARLETT	03/09/2013
ROUAND JAMES MORTIMER SCARLETT	03/09/2013
RECEIVING PARTY DATA	
Name:	ROGER THOMAS MASCULL AND ELIZABETH JOCELYN MASCULL AS TRUSTESS OF THE RT AND EJ MASCULL FAMILY TRUST
Street Address:	11 MASON PLACE
City:	ALLENTON, ASHBURTON
State/Country:	NEW ZEALAND
Postal Code:	7700
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14426031
CORRESPONDENCE DATA	
Fax Number:	(612)332-9081
<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:	612.332.5300
Email:	cmanthie@merchantgould.com
Correspondent Name:	ANDREW L. JAGENOW
Address Line 1:	P.O. BOX 2903
Address Line 2:	MERCHANT & GOULD P.C.
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-0903
ATTORNEY DOCKET NUMBER:	89.7FPWO
NAME OF SUBMITTER:	ANDREW L. JAGENOW
SIGNATURE:	/Andrew L. Jagenow/
DATE SIGNED:	05/08/2015
Total Attachments: 10	
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**Deed of Assignment of Intellectual
Property Rights Relating to
A Cushioning System**

PARTIES

Roydon Mark Scarlett, a New Zealand citizen of 5 Ridgemount Rise, Mangere Bridge, Manukau, Auckland, New Zealand ("Assignor")

Roger Thomas Mascull and Elizabeth Jocelyn Mascull, of 11 Mason Place, Ailenton, Ashburton, New Zealand, as trustees of the RT and EJ Mascull Family Trust ("Assignees")

BACKGROUND

- A. The Assignor is the inventor of an invention entitled "A Cushioning System" which is the subject of New Zealand Patent No. 602234.
- B. The Assignor has agreed to assign to the Assignees all of the Assignor's rights in, title to and interest in the Invention and the Intellectual Property Rights on the terms and conditions set out below.

1. DEFINITIONS

1.1 In this Deed, including the Background, the following words have the following meanings:

"**Copyright**" means:

- (a) all copyrights, and all rights in the nature of copyright, in any original software, designs (including industrially applied designs), artistic, literary or other works, including the right to apply for registered copyright protection; and
- (b) any database rights,

comprising or relating to the Invention as may exist anywhere in the world.

"**Design Rights**" means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world, including, but not limited to:

- (a) the right to apply for and obtain protection for such designs relating to such articles and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any application referred to in paragraph (a) immediately above;
- (c) any unregistered design rights; and
- (d) any semi-conductor topography or integrated circuit layout rights.

"**Intellectual Property Rights**" means all industrial and intellectual property rights (whether protectable by statute, at common law, or in equity) in and to the Invention as may exist anywhere in the world and whether or not registered or registerable, including, but not limited to, Patent Rights, Copyright, Design Rights, and Know-How.

"**Invention**" means any and all inventions described or claimed in New Zealand Patent No. 602234 as improved, modified, developed or amended at any time up to the date of signing this Deed.

"**Know-How**" means all data, information, knowledge, formulae, methods, processes, and techniques possessed by the Assignor and relating to the Invention, including all knowledge about methods and processes for making or using the Invention, whether or not in a recorded form.

"Patent Rights" means all rights in and to the Invention as may exist or come into existence anywhere in the world, including, but not limited to:

- (a) the right to apply for and obtain one or more patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement, including the Paris Convention (as amended), from any patent application referred to in paragraph (a) immediately above;
- (c) all rights conferred by any patents in respect of the Invention, or similar forms of protection, when granted; and
- (d) all rights conferred by any such patents, together with:
 - a. any patents that may be granted pursuant to patent applications; and
 - b. any future patents and patent applications that are based on or derive priority from or have equivalent claims to the patents or patent applications in any country in the world (including divisionals, continuations, continuations-in-part, supplementary protection certificates, re-issues, re-examinations, extensions, innovation patents, and utility models).

2. ASSIGNMENT

2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignees to the Assignor, the receipt and sufficiency of which the Assignor hereby acknowledges, the Assignor hereby assigns to the Assignees absolutely all of the Assignor's rights, title and interest to and in the Invention and the Intellectual Property Rights.

2.2 **Rights of action:** The assignment effected by clause 2.1 includes the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this Deed.

3. EXECUTION OF DOCUMENTS

3.1 If requested by the Assignees, the Assignor shall, at the Assignees's expense:

(a) assist the Assignees to apply for and obtain protection of the Intellectual Property Rights with the understanding and the intention that all title and interest in and to such applications and any granted protection is to vest exclusively in the Assignees; and

(b) execute all documents, procure the making of any declarations or oaths necessary or required by law, and do all other reasonable acts and things which may be necessary or desirable to apply for and obtain protection of the Intellectual Property Rights, to vest legal title and beneficial interest in any such protection in the Assignees, to enable maintenance and enforcement of any of the Intellectual Property Rights, and otherwise to implement and carry out its obligations under this Deed.

4. GENERAL

4.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this Deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this Deed.

4.2 Counterparts:

(a) This Deed may be executed in any number of counterparts (including facsimile and PDF copies) all of which, when taken together, will constitute one and the same instrument.

(b) A party may enter into this Deed by executing any counterpart. The Parties acknowledge that this Deed may be executed on the basis of an exchange of facsimile or PDF copies and confirm that their respective execution of this Deed by such means will be a valid and sufficient execution.

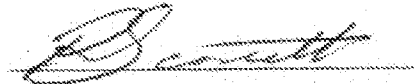
4.3 Governing law:

(a) The formation, validity, construction and performance of this Deed will be governed by and construed in accordance with the laws of New Zealand. The Parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this Deed.

(b) The Parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED

SIGNED by Roydon Mark Scarlett



Signature

03-09-13

Date

WITNESS

In the presence of:

H. Scarlett

Signature of Witness

Heather Scarlett

Name of Witness

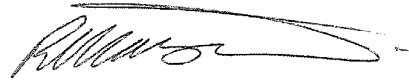
67 Tidalgo St, Owhango, Auckland.

Address

Housewife

Occupation

SIGNED by Roger Thomas Mascull



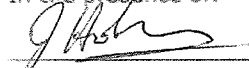
Signature

3-09-2013

Date

WITNESS

In the presence of:



Signature of Witness

JAMES A B HOLMES

Name of Witness

69 TARBOTTOMS RD ASHBURTON

Address

PURCHASING MANAGER

Occupation

SIGNED by Elizabeth Jocelyn Mascull



Signature

3.09.2013

Date

WITNESS

In the presence of:



Signature of Witness

JAMES A-B. HOLMES

Name of Witness

69 TARBOTTOMS RD, ASHBURTON

Address

PURCHASING MANAGER

Occupation

**Deed of Assignment of Intellectual
Property Rights Relating to
A Cushioning System**

PARTIES

Rouand James Mortimer Scarlett, a New Zealand citizen of 67 Trafalgar Street, Onehunga, Auckland ("Assignor")

Roger Thomas Mascull and Elizabeth Jocelyn Mascull, of 11 Mason Place, Allenton, Ashburton 7700, New Zealand, as trustees of the RT and EJ Mascull Family Trust ("Assignees")

BACKGROUND

- A. The Assignor is the proprietor of an invention entitled "A Cushioning System" and New Zealand Patent No. 602234.
- B. The Assignor has agreed to assign to the Assignees all of the Assignor's rights in, title to and interest in the Invention and the Intellectual Property Rights on the terms and conditions set out below.

1. DEFINITIONS

1.1 In this Deed, including the Background, the following words have the following meanings:

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- (a) the right to apply for and obtain protection for such designs relating to such articles and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any application referred to in paragraph (a) immediately above;
- (c) any unregistered design rights; and
- (d) any semi-conductor topography or integrated circuit layout rights.

"Intellectual Property Rights" means all industrial and intellectual property rights (whether protectable by statute, at common law, or in equity) in and to the Invention as may exist anywhere in the world and whether or not registered or registerable, including, but not limited to, Patent Rights, Copyright, Design Rights, and Know-How.

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"Know-How" means all data, information, knowledge, formulae, methods, processes, and techniques possessed by the Assignor and relating to the Invention, including all knowledge about methods and processes for making or using the Invention, whether or not in a recorded form.

"Patent Rights" means all rights in and to the Invention as may exist or come into existence anywhere in the world, including, but not limited to:

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 - a. any patents that may be granted pursuant to patent applications; and
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2.2 **Rights of action:** The assignment effected by clause 2.1 includes the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this Deed.

3. EXECUTION OF DOCUMENTS

3.1 If requested by the Assignees, the Assignor shall, at the Assignees's expense:

(a) assist the Assignees to apply for and obtain protection of the Intellectual Property Rights with the understanding and the intention that all title and interest in and to such applications and any granted protection is to vest exclusively in the Assignees; and

(b) execute all documents, procure the making of any declarations or oaths necessary or required by law, and do all other reasonable acts and things which may be necessary or desirable to apply for and obtain protection of the Intellectual Property Rights, to vest legal title and beneficial interest in any such protection in the Assignees, to enable maintenance and enforcement of any of the Intellectual Property Rights, and otherwise to implement and carry out its obligations under this Deed.

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copies and confirm that their respective execution of this Deed by such means will be a valid and sufficient execution.

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(b) The Parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED

SIGNED by Rouand James Mortimer Scarlett



Signature

3 / 9 / 13
Date

WITNESS

In the presence of:

Maurice GIBLIN

Signature of Witness

MAURICE GIBLIN

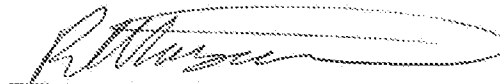
Name of Witness

4th WINDMILL RD, EPOW

Address

Company Director
Occupation

SIGNED by Roger Thomas Mascull



Signature

3 - 9 - 2013
Date

WITNESS

In the presence of:

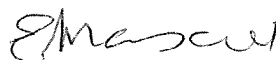

Signature of Witness

JAMES A. B. HOLMES
Name of Witness

69 TARBOTTONS RD, ASHBURTON
Address

PURCHASING MANAGER
Occupation

SIGNED by Elizabeth Jocelyn Mascull



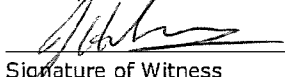
Signature

3. 9. 13

Date

WITNESS

In the presence of:


Signature of Witness

JAMES A. B. HOLMES
Name of Witness

69 TARBOTTONS RD, ASHBURTON
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Occupation