

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3410574

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VISSER 'S-GRAVENDEEL HOLDING BV	08/29/2014
VISCON BV	08/29/2014
RECEIVING PARTY DATA	
Name:	ASDA STORES LIMITED
Street Address:	ASDA HOUSE, SOUTH BANK
Internal Address:	GREAT WILSON STREET
City:	LEEDS
State/Country:	UNITED KINGDOM
Postal Code:	LS11 5AD
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14389118
CORRESPONDENCE DATA	
Fax Number:	(508)303-0005
<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:	(508)303-2003
Email:	ccram@iplawusa.com
Correspondent Name:	SCHMEISER, OLSEN & WATTS LLP
Address Line 1:	5 MOUNT ROYAL AVENUE
Address Line 2:	MOUNT ROYAL OFFICE PARK
Address Line 4:	MARLBOROUGH, MASSACHUSETTS 01752
ATTORNEY DOCKET NUMBER:	WMT-014US (643US01)
NAME OF SUBMITTER:	TIMOTHY P. COLLINS
SIGNATURE:	/Timothy P. Collins/
DATE SIGNED:	06/24/2015
Total Attachments: 10	
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DATED 29th August 2014

VISSER 'S-GRAVENDEEL HOLDING BV (1)

and

VISCON BV (2)

and

ASDA STORES LIMITED (3)

ASSIGNMENT OF PATENTS

WALKER MORRIS LLP

Kings Court
12 King Street
LEEDS
LS1 2HL
Tel: 0113 2832500
Fax: 0113 2459412
Ref: ASP.15-326

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THIS DEED is made on

29th August

2014

BETWEEN:

- (1) **VISSER 'S-GRAVENDEEL HOLDING BV** a Dutch company whose registered office is at Postbus 5103, 3295ZG 'S-Gravendeel;
- (2) **VISCON BV** a Dutch company whose registered office is at Postbus 5103, 3295ZG 'S-Gravendeel;
- (together the **Assignors**), and
- (3) **ASDA STORES LIMITED** (company number: 00464777) whose registered office is at Asda House, South Bank, Great Wilson Street, Leeds, LS11 5AD (the **Assignee**).

Background

- (A) The Assignors are the proprietors of the Patents.
- (B) The Assignors have agreed to assign the Patents to the Assignee on the terms set out in this assignment.
- (C) The Assignee has also agreed to licence back the Patents to the Assignor for use in certain fields and that the Assignee will purchase a certain number of crane handling systems from the Assignor on the terms set out in the Licence and Supply of Crane Handling Systems Deed dated on or around the date of this deed.

IT IS AGREED AS FOLLOWS:

1 INTERPRETATION

- 1.1 In this deed and the schedules **Patents** means the patents and patent applications short particulars of which are set out in the Schedule and any extensions, substitutions or re-issues of all such patents and any patent applications claiming priority from such patent or patent applications, and any continuations, continuations-in-part, divisions of or in respect of all such patents or patent applications in any part of the world.
- 1.2 Clause and Schedule headings shall not affect the interpretation of this deed.
- 1.3 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.4 References to clauses and Schedules are to the clauses and schedules of this deed.
- 1.5 **Writing or written** includes faxes but not e-mail.

2 ASSIGNMENT

2.1 The Assignors hereby assign to the Assignee, with full title guarantee, and Assignee hereby accepts, all its right, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents, including each and any invention disclosed in the Patents, including:

2.1.1 in respect of any and each application in the Patents:

- (a) the right to claim priority from and to prosecute and obtain grant of patent; and
- (b) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;

2.1.2 in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;

2.1.3 the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications.

2.1.4 the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and

2.1.5 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents or any patents granted on any of the applications in the Patents or filed as aforesaid, whether occurring before on or after the date of this deed.

2.2 Each Assignor warrants to the Assignee that it has not breached any anti-bribery or anti-corruption laws in connection with the entry into of this deed.

3 WARRANTIES

The Assignors warrant that:

- 3.1 they are the sole legal and beneficial owners of the Patents and they are properly registered as the applicants or proprietors;
- 3.2 all application, registration and renewal fees in respect of each of the Patents have been paid as were due before the date of this deed;
- 3.3 they have not assigned or licensed any of the rights under the Patents;
- 3.4 the Patents are free from any security interest, option, mortgage or charge and they have not otherwise disposed of or encumbered or parted with possession of the Patents or part thereof;
- 3.5 they have not imposed or sought to impose a lien whether general or specific over or against the Patents or part thereof;
- 3.6 they are unaware of any infringement of, or any challenge to the validity of, any of the Patents or of anything that might render any of the Patents invalid or subject to a compulsory licence order or prevent any application in the Patents proceeding to grant;
- 3.7 so far as they are aware, exploitation of the Patents will not infringe the rights of any third party; and
- 3.8 all previous assignments of the Patents are valid and were registered within applicable time limits.

4 FURTHER ASSURANCE

- 4.1 The Assignors shall, at the Assignee's cost, perform (or procure the performance of) all further reasonable acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee reasonably requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this deed, including:
 - 4.1.1 registration of the Assignee as applicant for, or proprietor of, the Patents; and
 - 4.1.2 reasonably assisting the Assignee in obtaining, defending and enforcing the Patents, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the rights

assigned by this deed.

4.2 To the extent that the Assignors do not comply with clause 4.1, the Assignors hereby appoint the Assignee to be their attorney to execute and do any such instrument or thing, and generally to use their name, for the purpose of giving the Assignee the benefit of this deed to the extent it requires any further action. The Assignors acknowledge in favour of a third party that a certificate in writing signed by any director or the secretary of the Assignee or any person appointed in accordance with clause 4.4 that any instrument or act falls within the authority conferred by this deed shall be conclusive evidence that such is the case.

4.3 This power of attorney is irrevocable as long as the Assignors' obligations under clause 4.1.1 of this deed remain undischarged.

4.4 Without prejudice to clause 4.2, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignors:

4.4.1 take any action that this deed requires the Assignors to take;

4.4.2 exercise any rights which this deed gives to the Assignors; and

4.4.3 appoint and remove one or more substitute attorneys with full power as the Assignors' attorney on terms that the attorney thinks fit.

5 ENTIRE AGREEMENT

This deed contains the whole agreement between the parties relating to its subject matter and supersedes any prior agreements, representations or understandings between them unless expressly incorporated by reference in this deed. Each party acknowledges that it has not relied on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in this deed. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

6 VARIATION

No variation of this deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7 SEVERANCE

7.1 If any court or competent authority finds that any provision of this deed (or part of any

provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this deed shall not be affected.

7.2 If any invalid, unenforceable or illegal provision of this deed would be valid, enforceable and legal if some part of it were deleted the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

8 COUNTERPARTS

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this deed, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

9 THIRD PARTY RIGHTS

No person other than a party to this deed shall have any rights to enforce any term of this deed.

10 NOTICES

10.1 Any notice or other communication required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

10.1.1 Assignor: Visser's-Gravendeel Holding BV; FAO Manager Finance Control at Mijlweg 18, 3295 KH 's-Gravendeel, P.O. Box 5103, 3295 ZG 's-Gravendeel, The Netherlands.

Assignor: Viscon BV; FAO Manager Finance Control at Mijlweg 18, 3295 KH 's-Gravendeel, P.O. Box 5103, 3295 ZG 's-Gravendeel, The Netherlands.

10.1.2 Assignee: FAO General Counsel at Asda House, South Bank, Great Wilson Street, Leeds, LS11 5AD,

or as otherwise specified by the relevant party by notice in writing to each other party.

10.2 Any notice or other communication shall be deemed to have been duly received:

10.2.1 if delivered personally, when left at the address and for the contact referred to

in this clause and receipt for such delivery is received; or

10.2.2 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

10.3 A notice or other communication required to be given under this deed shall not be validly given if sent by e-mail.

10.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11 SUCCESSORS AND ASSIGNS

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12 GOVERNING LAW AND JURISDICTION

12.1 Subject to clause 12.3 this deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12.2 Subject to clause 12.3 the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

12.3 The Assignee agrees that where this deed is disputed in the Courts of England and Wales and that Court makes judgment in favour the Assignors and there is not leave to appeal such judgment, then (irrespective of the costs order made by the Court) the Assignee shall pay to the Assignors the reasonable costs incurred by the Licensee in connection with the dispute including legal fees (i.e. solicitors' and barristers' fees) and expert's fees, subject always to receiving full copies of invoices associated with such legal costs awarded.

IN WITNESS of which the parties to this deed have executed it as a deed and delivered it on the date first written in this deed.

SCHEDULE 1 – THE PATENTS

Publication No	Application No	Date filed	Priority date	Title
WO2013/1475 97	PCT/NL2013/0 50222	26 March 2013	30 March 2012	System for storage and/or dispensing of products and/or packaging
	NL 2009632	15 October 2012	30 March 2012	Systeem voor opslag en/of uitgifte van producten en/of verpakkingen

EXECUTED (but not delivered until the
date written at the start of this deed) **AS A**
DEED by **VISSER 'S-GRAVENDEEL**
HOLDINGS BV acting by a director in
the presence of:

)
Signature of a director
) *A. DE VOS*
Name of director (BLOCK CAPITALS)

Witness' signature:

Witness' name:

Witness' address:

J.T. VERMOEN
Grootlandweg 26
3295 HB 's-Gravendeel

EXECUTED (but not delivered until the
date written at the start of this deed) **AS A**
DEED by **VISCON BV** acting by a director in
the presence of:

)
Signature of a director
) *A. DE VOS*
Name of director (BLOCK CAPITALS)

Witness' signature:

Witness' name:

Witness' address:

J.T. VERMOEN
Grootlandweg 26
3295 HB 's-Gravendeel

EXECUTED (but not delivered until the
date written at the start of this deed) **AS A**
DEED by **ASDA STORES LIMITED** acting
by a director in
the presence of:

)
Signature of a director
)
Name of director (BLOCK CAPITALS)

Witness' signature:

Witness' name:

Witness' address: