

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3439115

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RAYMOND DAVIDSON	05/28/2015
RECEIVING PARTY DATA		
Name:	GLENCAIRN IP HOLDINGS LTD	
Street Address:	29 BRANDON STREET	
City:	HAMILTON, SOUTH LANARKSHIRE	
State/Country:	UNITED KINGDOM	
Postal Code:	ML3 6DA	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	D459156	
CORRESPONDENCE DATA		
Fax Number:		
<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:	2155409200	
Email:	docketing@howsoniplaw.com	
Correspondent Name:	HOWSON & HOWSON LLP	
Address Line 1:	350 SENTRY PARKWAY	
Address Line 2:	BUILDING 620, SUITE 210	
Address Line 4:	BLUE BELL, PENNSYLVANIA 19422	
ATTORNEY DOCKET NUMBER:	JY61003151	
NAME OF SUBMITTER:	DACIA J. FERRIS	
SIGNATURE:	/Dacia J. Ferris/	
DATE SIGNED:	07/15/2015	
Total Attachments: 9		
source=SKMBT_65215071509270#page1.tif		
source=SKMBT_65215071509270#page2.tif		
source=SKMBT_65215071509270#page3.tif		
source=SKMBT_65215071509270#page4.tif		
source=SKMBT_65215071509270#page5.tif		

source=SKMBT_65215071509270#page6.tif

source=SKMBT_65215071509270#page7.tif

source=SKMBT_65215071509270#page8.tif

source=SKMBT_65215071509270#page9.tif

**PLEASE NOTE: This is a legal document and your signature will have legal consequences.
Each party is advised to and should take its own legal advice prior to signature.**

RAYMOND DAVIDSON

and

GLENCAIRN IP HOLDINGS LTD

Assignment of Intellectual Property Rights

macROBERTS

Capella, 60 York Street, Glasgow, G2 8JX

PATENT

REEL: 036092 FRAME: 0212

RD

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	1
2.	COMMENCEMENT	2
3.	ASSIGNATION	2
4.	WARRANTIES.....	2
5.	FURTHER ASSURANCE.....	3
6.	WAIVER	3
7.	ENTIRE AGREEMENT	3
8.	VARIATION	3
9.	SEVERANCE	3
10.	THIRD-PARTY RIGHTS.....	4
11.	GOVERNING LAW.....	4
12.	JURISDICTION	4

PATENT

REEL: 036092 FRAME: 0213

R.D.

Between

- (1) **RAYMOND DAVIDSON** residing at Flat 8, 75 Lancefield Quay, Glasgow, G3 8HA (the **Assignor**); and
- (2) **GLENCAIRN IP HOLDINGS LTD** incorporated and registered in Scotland with company number SC502501 whose registered office is at 29 Brandon Street, Hamilton, South Lanarkshire, United Kingdom, ML3 6DA (the **Assignee**).

WHEREAS

- (A) The Assignor owns the Registered Designs (as defined below) and the Trade Marks (as defined below) and the associated Intellectual Property Rights (as defined below).
- (B) The Assignor has incorporated the Assignee.
- (C) The Assignor has agreed to assign to the Assignee the Assigned Rights (as defined below) on the terms set out in this assignment.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Assigned Rights means the Trade Marks, Registered Designs and Registered Copyright and all Intellectual Property Rights relating to or required for the business of Glencairn Crystal Studio Limited (and the products which Glencairn Crystal Studio Limited manufactures and/or sells) which vest in the Assignor.

Business Day means a day other than a Saturday, Sunday or public holiday in Edinburgh when banks in Edinburgh are open for business.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and unregistered trade marks, service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, registered designs and unregistered designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Registered Designs and Registered Copyright means the registered designs and registered copyright and the applications, short particulars of which are set out in Part 1 of the Schedule.

Trade Marks means the registered trade marks and the applications and the unregistered trade marks and trade names, short particulars of which are set out in Part 2 of the Schedule.



- 1.2 References to clauses and Schedule are to the clauses and Schedule of this agreement but clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established and a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. COMMENCEMENT

This agreement shall commence on the last date of signature of the parties.

3. ASSIGNATION

- 3.1 In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full right title, and beneficial interest in and to the Assigned Rights, including:

- 3.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Registered Designs and Trade Marks;
- 3.1.2 all goodwill attaching to the Trade Marks and all other relevant Intellectual Property Rights and in respect of the business relating to the goods or services for which the Trade Marks are registered or used; and
- 3.1.3 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 Assigned Rights whether occurring before, on, or after the date of this assignation.

4. WARRANTIES

- 4.1 The Assignor warrants that:

R.D.

- 4.1.1 he is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- 4.1.2 he is unaware of any infringement or likely infringement of any of the Assigned Rights except for any infringements that have already been notified to the Assignee;
- 4.1.3 as far as he is aware, exploitation of the Assigned Rights will not infringe the rights of any third party;

5. FURTHER ASSURANCE

Each party shall, (and shall use all reasonable endeavours to procure that any necessary third party shall), promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

6. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

7. ENTIRE AGREEMENT

- 7.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

8. VARIATION

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

9. SEVERANCE

- 9.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 9.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

10. **THIRD PARTY RIGHTS**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

11. **GOVERNING LAW**

This agreement 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 Scots law.

12. **JURISDICTION**

Each party irrevocably agrees that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

SIGNED on behalf of **GLENCAIRN IP HOLDINGS LIMITED** by **Raymond Davidson**, Director
at *Glasgow* on *28th May 2015* in the presence of:

Witness: *[Signature]* *[Signature]*

Full Name: *ERAN DUNCAN*

R. Davidson
Director

Address: *40 MACROBERTS*

*CAPELLA, 60 YORK STREET
GLASGOW*

SIGNED on behalf **RAYMOND DAVIDSON** at *Glasgow* on *28th May 2015* in the
presence of:

Witness: *[Signature]* *[Signature]*

Full Name: *ERAN DUNCAN*

R. Davidson
Raymond Davidson

Address: *40 MACROBERTS*

*CAPELLA, 60 YORK STREET
GLASGOW*

**This is the Schedule referred to in the foregoing Assignment
between Raymond Davidson and Glencairn IP Holdings Limited**

**Schedule
Part 1**

Registered Designs and Registered Copyright

Design Registrations

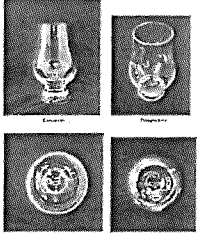

Country	Type	Registration Number	Application Date	Final Expiry
United Kingdom	Registered Design	2093670	21.06.2000	21.06.2025
France	Registered Design	672136	27.03.2001	27.03.2026
Germany	Registered Design	40108622.4	25.09.2001	25.09.2026
Italy	Registered Design	82930	26.09.2001	26.09.2026
USA	Design Patent	D459156	26.09.2001	25.06.2016

Copyright Registrations

Country	Type	Registration Number	Application Date	Final Expiry
China	Copyright	123779	29.04.2014	Raymond Davidson's Life + 50 Years

**Schedule
Part 2**

Registered trade marks and applications

Mark	Proprietor	Country	Application/ Registration No.	Date	Status	Class	Goods/Services
 (3D mark)	Raymond Davidson	CTM (EU)	8,690,083	16.11.2009	Registered	21	Glassware; glasses; whisky glasses.
	Raymond Davidson	China	14,469,925	28.04.2014	Appeal Filed	21	Glassware; glasses; whisky glasses.
	Raymond Davidson	India	1,965,469	14.05.2010	Awaiting examination	21	Glassware; glasses; whisky glasses.
	Raymond Davidson	Madrid Protocol (China, Japan, South Korea, USA)	1,038,847	26.04.2010	Abandoned in all countries	21	Glassware; glasses; whisky glasses.
	Raymond Davidson	UK	1,586,593	29.09.1994	Registered	21	Glassware; domestic decorative articles and utensils, all made of glass; bowls, goblets, glasses, jugs, dishes, plates, figurines, drinking vessels; all included in Class 21.
GLENCAIRN	Raymond Davidson	CTM (EU)	4,802,583	22.12.2005	Registered	21	Glassware, crystalware, porcelain; decorative articles, utensils and other goods made from glass, crystal or porcelain; bowls, goblets, glasses, jugs, dishes, plates, figurines, drinking vessels.
GLENCAIRN	Raymond Davidson	Madrid Protocol	1,114,167	20.03.2012	Granted in Japan,	21	Glassware, crystalware,

Mark	Proprietor	Country	Application/ Registration No.	Date	Status	Class	Goods/Services
		(Japan, South Korea, USA)			South Korea, USA; pending in China		porcelain; decorative articles, utensils and other goods made from glass, crystal or porcelain; bowls, goblets, glasses, jugs, dishes, plates, figurines, drinking vessels. (subject to editorial amendment in individual countries)