

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3589528

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BRUCE GORDON MASCULL	10/13/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ROGER THOMAS MASCULL AND ELIZABETH JOCELYN MASCULL AS TRUSTESS OF THE RT AND EJ MASCULL FAMILY TRUST
<b>Street Address:</b>	11 MASON PLACE
<b>City:</b>	ALLENTON, ASHBURTON
<b>State/Country:</b>	NEW ZEALAND
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29454593
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	612.332.5300
<b>Email:</b>	cmanthie@merchantgould.com
<b>Correspondent Name:</b>	ANDREW L. JAGENOW
<b>Address Line 1:</b>	P.O. BOX 2903
<b>Address Line 2:</b>	MERCHANT & GOULD P.C.
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402-0903
<b>ATTORNEY DOCKET NUMBER:</b>	89.4US01
<b>NAME OF SUBMITTER:</b>	ANDREW L. JAGENOW
<b>SIGNATURE:</b>	/Andrew L. Jagenow/
<b>DATE SIGNED:</b>	10/28/2015
<b>Total Attachments: 5</b>	
source=Completed assignment#page1.tif	
source=Completed assignment#page2.tif	
source=Completed assignment#page3.tif	
source=Completed assignment#page4.tif	
source=Completed assignment#page5.tif	

5

# Deed of Assignment of Intellectual Property Rights

10

15

## PARTIES

This agreement is between:

Bruce Gordon Mascull, a New Zealand citizen of 1 Bennett Place, Allenton, Ashburton 7700, New Zealand ("Assignor")

5 AND

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

## BACKGROUND

10 A. The Assignor is the proprietor of New Zealand registered design no. 416992 and of United States design patent application no. 29/454,593 for a Backrest ("the Design cases").

15 B. The Assignor has agreed to assign to the Assignees all of the Assignor's rights in, title to and interest in the Design cases and the Intellectual Property Rights for the territories of New Zealand and the United States ("the Territories") 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:

- 20 (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 Design cases as may exist in the Territories.

25 "Design Rights" means all rights in and to the design(s) of the Design cases as may exist in the Territories, including, but not limited to:

- (a) the right to apply for and obtain protection for such design(s) and the rights conferred by such protection when granted;  
30 (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.

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

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

40 "Design Patent Rights" means all rights in and to the United States design patent application no. 29/454,593 as may exist or come into existence in the United States of America, including, but not limited to:

- (a) the right to apply for and obtain one or more design patents or other similar forms of protection in respect of the design(s) of United States design patent application no. 29/454,593 in the United States of America;
- 5 (b) the right to claim priority under any international convention or agreement, including the Paris Convention (as amended), from any design patent application referred to in paragraph (a) immediately above;
- (c) all rights conferred by any design patents in respect of the design(s) of United States design patent application no. 29/454,593, or similar forms of protection, when granted; and
- 10 (d) all rights conferred by any such design patents, together with:
- a. any design patents that may be granted pursuant to design patent applications; and
- b. any future design patents and design patent applications that are based on or derive priority from or have equivalent claims to the design patents or design patent applications in the United States of America (including divisionals, continuations, continuations-in-part, supplementary protection certificates, re-issues, re-examinations, and extensions).

15

## 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 Design cases and the Intellectual Property Rights.

20

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 Design cases and 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.

25

## 3. EXECUTION OF DOCUMENTS

3.1 If requested by the Assignees, the Assignor shall, at the Assignee'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

30

(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.

35

## 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.

40

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:**

5 (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.

10 (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.

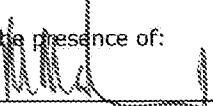
**SIGNED AS A DEED**

**SIGNED by Bruce Gordon Mascull**

15   
Signature  
13/10/15  
Date

**WITNESS**

In the presence of:

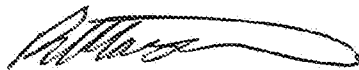
  
Signature of Witness

25 Markin Maddod  
Name of Witness

4 Jacobson Place, Lincoln.  
Address

30 Operations Manager.  
Occupation

**SIGNED by Roger Thomas Mascull**

35   
Signature  
12-10-2015  
Date

**WITNESS**

In the presence of:

Signature of Witness

Marko Maddox

Name of Witness

4 Jacobsens Place, Lincoln

Address

Operations Manager

Occupation

**SIGNED by** Elizabeth Jocelyn Mascull

EMascull

Signature

12.10.15

Date

**WITNESS**

In the presence of:

Signature of Witness

Marko Maddox

Name of Witness

4 Jacobsens Place, Lincoln

Address

Operations Manager

Occupation