

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3699509

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CRAIG DAVID MALINS	07/16/2013
RECEIVING PARTY DATA		
Name:	GALLAGHER GROUP LIMITED	
Street Address:	KAHIKATEA DRIVE	
City:	HAMILTON	
State/Country:	NEW ZEALAND	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14905844
CORRESPONDENCE DATA		
Fax Number:	(918)595-4990	
<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:	918-595-4963	
Email:	iplaw@gablelaw.com	
Correspondent Name:	GABLE & GOTWALS	
Address Line 1:	100 WEST FIFTH STREET, 10TH FLOOR	
Address Line 4:	TULSA, OKLAHOMA 74103	
ATTORNEY DOCKET NUMBER:	011792-00006	
NAME OF SUBMITTER:	PAUL E. ROSSLER	
SIGNATURE:	/Paul E Rossler/	
DATE SIGNED:	01/18/2016	
Total Attachments: 8 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif		

**DEED OF ASSIGNMENT
OF INTELLECTUAL PROPERTY RIGHTS**

BETWEEN: Craig David Malins

AND: Gallagher Group Limited

DESCRIPTION:

By this Deed Craig David Malins assigns
to Gallagher Group Limited the
Intellectual Property Rights relating to
the *Invention*.

James & Wells

Level 12 KPMG Centre
85 Alexandra Street
Private Bag 3140
HAMILTON

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BETWEEN

Craig David Malins, a New Zealand citizen of 27 Whyte Street,
Hamilton, New Zealand

("Assignor")

AND

Gallagher Group Limited, a New Zealand company having its
registered office at Kahikatea Drive, Hamilton, New Zealand

("Assignee")

ON THE BASIS THAT-

1.0 DEFINED TERMS

1.1. *Copyright* shall mean the property rights which exist in any *Copyright Work*.

1.2. *Copyright Works* shall mean:

1.2-1. a work of any of the types described in Section 14 of the New Zealand
Copyright Act 1994; and/or

1.2-2. a work in which copyright exists; and

which relates to the *Invention*.

1.3. *Design Rights* shall mean the right to apply for a registered design relating to the
Invention or equivalent protection in any country of the world and to claim priority
under international convention from any such applications and the rights
conferred by such registered designs or equivalent protection when granted.

1.4. *Intellectual Property Rights* shall mean all intellectual property rights whatsoever
relating to the *Invention* including without limitation the *Patent Rights*, the *Design
Rights*, the *Copyright* and the *Technical Information*.

1.5. *Invention* shall mean an invention relating to a Bracket and Method of Using
Same, as described in the Schedule to this Deed.

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- 1.6. *Patent Rights* shall mean the right to apply for any patent relating to the *Invention* or equivalent protection in any country of the world and to claim priority under any international convention from any such application(s) and the rights conferred by such patents or equivalent protection when granted.
- 1.7. *Technical Information* shall mean all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the *Invention* and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.

2.0 BACKGROUND

- 2.1. The **Assignor** owns the *Intellectual Property Rights*.
- 2.2. The **Assignor** acknowledges that he was employed by the **Assignee** at the time the *Invention* was devised and he devised the *Invention* in the course of his duties.
- 2.3. The **Assignor** acknowledges that the **Assignee** is or should be the owner of the *Intellectual Property Rights*, and hereby agrees to assign same to the **Assignee** on the terms described below.

BY THIS DEED THE PARTIES AGREE –

3.0 THE ASSIGNMENT

- 3.1. The **Assignor** hereby assigns all his right, title and interest in and to the *Intellectual Property Rights* to the **Assignee**.
- 3.2. The assignment will take effect on the date this Deed is fully executed by the **Assignor** or on the date the first patent application relating to the *Invention* is filed in the name of one or more of the parties, whichever is the earlier lawful date.

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4.0 CONSIDERATION

- 4.1. In consideration for the assignment detailed in clause 3.1, the **Assignee** will pay to the **Assignor** upon execution of this Deed the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is acknowledged by the **Assignor**.
- 4.2. Any and all rights of the **Assignor** with respect to the *Invention* and *Intellectual Property Rights* will pass to the **Assignee** upon the effective date of this Deed.

5.0 ASSIGNOR'S OBLIGATIONS

- 5.1. The **Assignor** undertakes to (at the **Assignee's** cost) execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the **Assignee** for vesting absolutely all their right, title and interest to the *Invention* and *Intellectual Property Rights* in favour of the **Assignee**, and for conferring on the **Assignee** the right to take action against any third party who copies the *Invention* or infringes the *Intellectual Property Rights*.
- 5.2. The **Assignor** shall forthwith disclose to the **Assignee** all improvements in, modifications of or additions to the *Invention* devised or created by the **Assignor** while in the employ of the **Assignee** and/or under a commission for money or money's worth from the **Assignee**, and the intellectual property in all such improvements, modifications or additions will be owned by the **Assignee**.
- 5.2-1. The **Assignor** shall assign to the **Assignee** upon request all intellectual property relating to all improvements in, modifications of or additions to the *Invention* devised or otherwise created while in the employ and/or under a commission for money or money's worth from the **Assignee**.
- 5.3. The **Assignor** hereby waives his moral rights in relation to the *Copyright*.
- 5.4. At the request of the **Assignee**, the **Assignor** shall at **Assignee's** expense execute all documents and do all acts necessary or convenient to enable **Assignee** to:

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- 5.4-1. make, prosecute or register in **Assignee's** name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the *Intellectual Property Rights*;
- 5.4-2. defend opposition proceedings in respect of any of the *Intellectual Property Rights* against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect **Assignee's** ability to exploit the *Intellectual Property Rights*;
- 5.4-3. defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the *Intellectual Property Rights*;
- 5.4-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.
- 5.5. The **Assignor** shall, at the request of the **Assignee**, and to the extent outstanding, furnish the **Assignee** with full details of and relating to the *Invention*, and the *Intellectual Property Rights* (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the *Invention* and the *Copyright Works*.
- 5.6. The **Assignor** agrees to treat as confidential all information relating to the *Invention* and the *Intellectual Property Rights* and shall not use, disclose or publish same without the express prior written consent of the **Assignee**. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the **Assignor**. The **Assignor** agrees to seek prior clearance from the **Assignee** in any case of uncertainty.

6.0 ASSIGNOR'S WARRANTIES

6.1. The **Assignor** warrants:

- 6.1-1. The **Assignor** has absolute title to the *Intellectual Property Rights*;

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6.1-2. There are no encumbrances or other matters affecting the **Assignor's** capacity to assign the *Invention* and/or the *Intellectual Property Rights* to the **Assignee** free of any encumbrances or interests whatsoever; and

6.1-3. The *Copyright Works* are the **Assignor's** original work and are not copied in whole or in part from any other work.


7.0 GOVERNING LAW

7.1. This Deed and any disputes relating to it shall be governed by and construed in all respects in accordance with the laws of New Zealand.

7.2. Each party to this Deed submits to the non-exclusive jurisdiction of the courts of New Zealand.

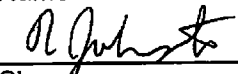
Executed as a Deed this 16 day of July 2012 by Craig David
Malins 2013

CDM


Signature

Witnessed by:

Richard Johnston
Name


Signature

I P Manager
Occupation

Hamilton N.Z.
Place of Residence

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Executed as a Deed this _____ day of _____ 2012 for and on behalf
of Gallagher Group Limited by its duly authorised officers*

Richard Johnston

Name

[Signature]

Signature

I P Manager

Position

Name

Signature

Position

Witnessed by:

FIONA ALLAN

Name

Fiona Allan

Signature

PCB Designer

Occupation

Hamilton

Place of Residence

* This Deed must be signed by:

- a) Two or more directors of the company; or
- b) A single director of the company and a witness; or
- c) (If the company's constitution allows it), any other person and a witness; or
- d) One or more persons with a power of attorney to act on the company's behalf.

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SCHEDULE

Patent (clause 1.5):

A BRACKET AND METHOD OF USING SAME

TECHNICAL FIELD

This invention relates to a mounting bracket and a method of securing the bracket to a post or the like. The invention has particular application to the mounting of fencing wire and / or accessories to posts used in the fencing industry. However, this is not meant to be limiting, and the invention may have applications in other industries.

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