

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3733017

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
BRUCE GUNTON	12/15/2015

RECEIVING PARTY DATA

Name:	ZAP CONTROLS LIMITED
Street Address:	19A CHASEWATER HEATH BUSINESS PARK
Internal Address:	COBBETT ROAD
City:	BURNTWOOD, STAFFORDSHIRE
State/Country:	ENGLAND
Postal Code:	WS7 3GL

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	9017196
Patent Number:	8182381
Patent Number:	8115438
Patent Number:	8033374
Patent Number:	7633253
Patent Number:	7437971
Patent Number:	7333308
Patent Number:	7005884
Patent Number:	6188198

CORRESPONDENCE DATA

Fax Number: (513)977-8141

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.

Phone: 513-977-8200

Email: Kathy.Adams@dinsmore.com

Correspondent Name: ANTHONY L. PISANO, DINSMORE & SHOHL LLP

Address Line 1: 255 5TH STREET EAST, SUITE 1900

Address Line 4: CINCINNATI, OHIO 45202

ATTORNEY DOCKET NUMBER:	105888.1
NAME OF SUBMITTER:	ANTHONY L. PISANO
SIGNATURE:	/Anthony L. Pisano/
DATE SIGNED:	02/11/2016

Total Attachments: 7

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DATED 15th December 2015

(1) BRUCE GUNTON

and

(2) ZAP CONTROLS LIMITED

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Keelys LLP
28 Dam Street
Lichfield
WS13 6AA
Ref: DJK/ZAP011-1

ZAP011-1 Deed of Assignment of IPR v2



CONTENTS

CLAUSE

1.	Definitions	1
2.	Assignment	2
3.	Counterparts	2
4.	Governing Law and Jurisdiction	2
5.	Interpretation	3

DATED:

15th December

2015

PARTIES:

- (1) **BRUCE GUNTON** of 3 Gisborne Close, Yoxall, Burton on Trent, Staffordshire, DE13 8NU ("**Mr. Gunton**"); and
- (2) **ZAP CONTROLS LIMITED** incorporated and registered in England and Wales with company number 05428838 whose registered office is at 19A Chasewater Heath Business Park, Cobbett Road, Burntwood, Staffordshire, WS7 3GL ("**Zap**").

BACKGROUND

- (A) Mr. Gunton is the owner of the entire issued share capital of Zap and of the Intellectual Property (defined below).
- (B) Zap carries on business in the supply of commercial and residential operators for overhead doors in various territories. By an asset purchase agreement dated 17 July 2015 and entered into between (1) Zap and (2) Tucker Auto-Mation Zap Supply LLC ("**Tucker**") ("**APA**"), Zap agreed to sell its North America Business (as defined in the APA) to Tucker. Contemporaneously with entering into the APA, Zap and Tucker entered into an agreement dated 17 July 2015 for the sale by Zap of the Intellectual Property ("**IPPA**"), intended to be completed/closed at a later date.
- (C) Subject to fulfilment of the Condition (defined below), Mr. Gunton has agreed to assign his rights in the Intellectual Property to Zap in accordance with the terms of this Deed to enable it to fulfil its obligations under the IPPA.

AGREED TERMS

1. Definitions

1.1 The definitions in this clause apply in this Deed.

Condition: the receipt by Zap of the Purchase Price for the Intellectual Property being sold by Zap to Tucker under the IPPA in the sum of UK Sterling £675,000, which is payable to Zap by Tucker on Closing of the IPPA.

Intellectual Property: the intellectual property and rights relating thereto as defined in the IPPA, being those rights expressly set out in the Schedule to this Deed, together with rights in the circuit designs in the Products.

Patents: the patents and patent rights set out in the IPPA and the Schedule to this Deed.

Trade Marks: the trade marks and applications for trade marks set out in the IPPA and the Schedule to this Deed.



2. Assignment

2.1 In consideration of the payment of the sum of £1 by Zap to Mr. Gunton (receipt of which is hereby acknowledged by Mr. Gunton), Mr. Gunton hereby assigns to Zap absolutely all his right, title and interest in and to the Intellectual Property subject to and with effect from satisfaction of the Condition, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the Patents and all inventions and discoveries described therein to the full end of the term for which the Letters Patents may be granted, including all re-examinations, extensions and reissues thereof, as fully and entirely as the same would have been held by Mr. Gunton and Mr. Gunton's predecessors in interest had this assignment not been made;
- (b) the absolute entitlement to any registrations granted pursuant to any of the Trade Marks, including goodwill of any business (being the goodwill of any business within the jurisdictions to which the Trade Marks relate, but excluding the goodwill of any business outside those jurisdictions) symbolized by the Trade Marks, as well as any substitutions and renewals thereof;
- (c) the absolute entitlement to any registrations granted pursuant to any of the Intellectual Property; and
- (d) 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, including past infringement that has occurred prior to the date of this Deed, or any other cause of action arising from ownership, of any of the Intellectual Property.

3. 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 Deed.

4. Governing Law and Jurisdiction

4.1 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.

4.2 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).

5. Interpretation

5.1 The following rules of interpretation shall have effect in relation to this Deed:

- (a) clause and schedule headings shall not affect the interpretation of this Deed;
- (b) any reference to this Deed includes the Schedule;
- (c) references to clauses and the Schedule are to the clauses, sub-clauses and the Schedule of this Deed;
- (d) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



SCHEDULE

PATENTS:

Country	Patent Number	Filing Date	Issue Date	Title	Inventor
US	9,017,196	3/28/2008	4/28/2015	DRIVE ARRANGEMENT	Bruce Stanley Gunton
US	8,182,381	5/3/2007	5/22/2012	DRIVE ARRANGEMENT	Bruce Stanley Gunton
US	8,115,438	5/3/2007	2/14/2012	APERTURE CLOSURE MEMBER CONTROL ARRANGMENTS	Bruce Stanley Gunton
US	8,033,374	3/17/2005	10/11/2011	DRIVE ARRANGEMENT	Bruce Stanley Gunton
US	7,633,253	3/19/2004	12/15/2009	CONTROL AND MONITORING ARRANGEMENTS FOR AN APERTURE CLOSURE MEMBER	Bruce Stanley Gunton
US	7,437,971	5/7/2002	10/21/2008	DRIVE ARRANGEMENT	Bruce Stanley Gunton
US	7,333,308	3/22/2002	2/19/2008	CONTROL ARRANGEMENT	Bruce Stanley Gunton
US	7,005,884	4/30/2002	2/28/2006	MONITORING APPARATUS FOR MONITORING ELECTRICAL DRIVE CURRENT FOR AN ELECTRIC MOTOR	Bruce Stanley Gunton
US	6,188,198	8/18/1999	2/13/2001	APERTURE CLOSURES	Bruce Stanley Gunton
CA	2,641,641	2/20/2001	4/26/2011	APERTURE CLOSURES	Bruce Stanley Gunton
CA	2,560,530	3/17/2005	5/21/2013	DRIVE ARRANGEMENT	Bruce Stanley Gunton
CA	2,445,152	4/30/2002	6/25/2013	MONITORING APPARATUS	Bruce Stanley Gunton
CA	2,445,123	5/7/2002	2/16/2010	DRIVE ARRANGEMENT	Bruce Stanley Gunton
CA	2,440,772	3/22/2002	6/21/2011	CONTROL ARRANGEMENT	Bruce Stanley Gunton
CA	2,338,191	2/20/2001	12/30/2008	APERTURE CLOSURES	Bruce Stanley Gunton
MX	243,645	11/7/2002	2/6/2007	MONITORING DEVICE	Bruce Stanley Gunton


TRADEMARKS

Country	Number	Filing Date	Registration Date	Name	Registrant
US	2,327,872	4/14/1998	3/14/2000	ZAP	Bruce Stanley Gunton
CA	692,367	4/7/2005	7/19/2007	ZAP	Bruce Stanley Gunton

WEBSITE/DOMAIN NAME:

www.zap-america.com

Signed as a deed by **BRUCE GUNTON**, in the presence of:


.....
Bruce Gunton

Witness's signature:




Witness's name:

D. J. KEANE
Solicitor
Keelys LLP
28 Dam Street
Lichfield WS

Address:

Occupation:

Signed as a deed by **ZAP CONTROLS LIMITED** acting by **BRUCE GUNTON**, a director, in the presence of:


.....
Bruce Gunton, Director

Witness's signature:



Witness's name:

Address:

Occupation:

D. J. KEANE
Solicitor
Keelys LLP
28 Dam Street
Lichfield WS13 6AA