

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3739037

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CONOR MONAGHAN	12/16/2015
	MARTIN MONAGHAN	12/16/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BLACKROCK MFG LIMITED	
<b>Street Address:</b>	12 TORRENT BUSINESS CENTRE	
<b>City:</b>	DONAGHMORE	
<b>State/Country:</b>	NORTHERN IRELAND	
<b>Postal Code:</b>	BT70 3BF	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	8678697
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(248)601-6666	
<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>	2486016666	
<b>Email:</b>	PRESTONSMIRMAN@ATT.NET	
<b>Correspondent Name:</b>	PRESTON SMIRMAN	
<b>Address Line 1:</b>	116 TERRY AVENUE	
<b>Address Line 4:</b>	ROCHESTER, MICHIGAN 48307	
<b>ATTORNEY DOCKET NUMBER:</b>	HAN.00083	
<b>NAME OF SUBMITTER:</b>	PRESTON SMIRMAN	
<b>SIGNATURE:</b>	/PRESTON SMIRMAN/	
<b>DATE SIGNED:</b>	02/15/2016	
<b>Total Attachments: 26</b> source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif		

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Dated *16 December* 2015

- (1) Mr Conor Monaghan
- (2) Mr Martin Monaghan
- (3) CJM Engineering Limited
- (4) Blackrock MFG Limited
- (5) Strickland MFG Limited

## Patent Assignment Agreement

Victoria Square House  
Victoria Square  
Birmingham  
B2 4BU

Telephone: (0121) 237 3900

Fax: (0121) 236 1291

DX: 727740 Birmingham 62  
Email: [contactus@brownejacobson.com](mailto:contactus@brownejacobson.com)

Date: 16 December

2015

#### Parties

- (1) MR CONOR MONAGHAN of 54 Ballynagarve Road, Magherafelt, Northern Ireland, BT45 6NA (MCM);
- (2) MR MARTIN MONAGHAN of 25 Blackrock Road, Dunamore, Cookstown, Northern Ireland, BT80 9NS (MMM);
- (3) CJM ENGINEERING LIMITED a company registered in Northern Ireland with Company No. NI062198 and whose registered office is at 23A Blackrock Road, Cookstown, Co Tyrone, BT80 9NS (CJM);
- (4) STRICKLAND MFG LIMITED a company registered in England and Wales with Company No. 3948608 and whose registered office is at Bay 3 Unit 5 The Heathworks, Main Road Cropthorne, Pershore, Worcestershire, WR10 3NE (Strickland) and
- (5) BLACKROCK MFG LIMITED a company registered in Northern Ireland with Company No. NI608620 and whose registered office is at 12 Torrent Business Centre, Donaghmore, Co. Tyrone, BT70 3BF (Blackrock).

#### Introduction

- A MCM and MMM are the proprietors of the Patents (as defined below).
- B MCM and MMM granted a licence of certain of the Patents to CJM pursuant to a licence agreement dated 14 October 2011 (Head Licence).
- C CJM granted to Strickland a sub-licence of certain of the Patents pursuant to a patent licence agreement dated 14 October 2011 (Licence Agreement).
- D MCM and MMM have agreed to assign the Patents to Blackrock on the terms set out in this agreement.
- E Accordingly, CJM and Strickland have agreed to terminate the Licence Agreement, and MCM, MMM and CJM have agreed to part terminate the Head Licence, as set out in this agreement.

#### Agreed terms

##### 1 Interpretation

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

##### 1.1 Definitions:

<b>Affiliate</b>	in relation to a body corporate, any subsidiary, subsidiary undertaking or holding company of such body corporate, and any subsidiary or subsidiary undertaking of any such holding company for the time being and holding company and subsidiary means a holding company or a subsidiary (as the
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case may be) as defined in section 1159 of the Companies Act 2006.

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

**Client Account** The client account of Browne Jacobson as detailed below.

Account Name: Browne Jacobson LLP Client Account

Sort Code: [REDACTED]

Account Number: [REDACTED]

Swift Code: [REDACTED]

IBAN: [REDACTED]

**Consideration** [REDACTED]

**December Payment** **Royalty** the amount referred to in the invoice set out in Schedule 4.

**Encumbrance** any interest or equity of any person (including any right to acquire or option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest (including any created by law), title retention or other security agreement or arrangement or a rental, hire purchase, credit sale or other agreement for payment on deferred terms

**European Territory**

- a) Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the UK (territories within the European Union and the European Economic Area);
- b) Iceland, Norway and Liechtenstein (territories within the European Economic Area but not within the European Union); and
- c) Albania, Andorra, Azerbaijan, Belarus, Bosnia Herzegovina, Croatia, Georgia, Kazakhstan, Kosovo, Macedonia,

Montenegro, San Marino, Serbia, Moldova, Russia, Switzerland, Turkey and Ukraine, (territories not within the European Union or the European Economic Area).

<b>Group Company</b>	any of Strickland, Blackrock, Strickland Tracks Limited and Strickland MFG LLC.
<b>Head Licence</b>	as defined in paragraph B of the Introduction above.
<b>Licence Agreement</b>	as defined in paragraph C of the Introduction above.
<b>Patents</b>	the patents and patent applications short particulars of which are set out in Schedule 1.
<b>Territories</b>	the United Kingdom, European Territory, Canada and the United States of America.
<b>VAT</b>	value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Schedules form 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 Schedules.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement unless expressly stated otherwise.
- 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 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 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.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to writing or written includes fax and e-mail.
- 1.10 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.

- 1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

## 2 Assignment

- 2.1 In consideration of, and conditional upon, the payment of the Consideration by Blackrock to the Client Account, each of MCM and MMM hereby assigns free from all Encumbrances, to Blackrock absolutely all his right, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents, including, without limitation:

- 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 in the Territories; and
- (b) the right to file in the Territories 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 each case within the Territories;

- 2.1.3 the right to extend to or register in, or in respect of, the Territories, 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 of the Territories 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 comprised in the Patents or filed as aforesaid, whether occurring before, on or after the date of this agreement.

## 3 Termination of Licence Agreement and Part Termination/Variation of Head Licence

- 3.1 CJM and Strickland agree that the Licence Agreement is terminated with effect from the date that title in the Patents transfers to Blackrock in accordance with clause 5.1 (**Transfer Date**).

- 3.2 On termination of the Licence Agreement:

- 3.2.1 clause 13.1 of the Licence Agreement shall continue in force; and

- 3.2.2 all other provisions of the Licence Agreement are terminated.

3.3 The parties agree that the Head Licence is terminated with respect to the Patents only with effect from the Transfer Date and the Head Licence shall be varied accordingly from the Transfer Date as set out at clause 3.4 below.

3.4 The parties agree that with effect from the Transfer Date the Head Licence is amended as follows:

3.4.1 In Clause 1.1 (Definitions) the definition of "*Licensed Patents*" shall be deleted and be replaced with the following wording:

*"Licensed Patents" means Australian Patent Application 2008313543 and New Zealand Patent Application 584772 (the "Patents") and all patent applications which are equivalent to and/or claim priority from the Patents and all subsequent granted patents derived from the Patents together with all re-issues and extensions of the Patents owned by the Licensors;'*

3.4.2 In Clause 1.1 (Definitions) the definition of "*Rest of the World*" shall be deleted and be replaced with the following wording:

*"Rest of the World" means the world excluding:*

(a) *the Territories;*

(b) *the United Kingdom;*

(c) *the European Economic Area as constituted at the date of this Agreement (which for the avoidance of doubt shall include Iceland, Norway and Liechtenstein), Switzerland, Croatia, Macedonia, Andorra, Azerbaijan, Georgia, Kazakhstan, Albania, San Marino, Montenegro, Kosovo, Serbia, Bosnia Herzegovina, Belarus, Ukraine, Moldova, Russia and Turkey; and*

(d) *the USA and Canada.'*

3.4.3 In Clause 1.1 (Definitions) the definition of "*Territories*" shall be deleted and be replaced with the following wording:

*"Territories" means Australia and New Zealand.'*

Except as set out in this clause 3.4, the Head Licence shall continue in full force and effect. For the avoidance of doubt, this clause 3.4 shall constitute an amendment to the Head Licence with effect from the Transfer Date.

3.5 CJM and Strickland acknowledge and agree that save for the December Royalty Payment all royalties and other amounts, present or future, actual or contingent owing under the Licence Agreement have been paid by Strickland to CJM prior to the date of this agreement and that following Strickland's payment of the December Royalty Payment pursuant to clause 5 and subject to clause 3.2.1 above, Strickland has no further obligations whatsoever to pay any royalties and/or any other amounts, present or future, actual or contingent under the Licence Agreement and Strickland has no further liability whatsoever to CJM under the Licence Agreement.



- 3.6 Each of CJM and Strickland (**Releasing Party**) hereby releases and discharges the other from all liabilities, claims and/or demands, in each case present, future, actual or contingent, under or in connection with the Licence Agreement (including, without limitation, claims for negligence), whether arising before or on the date of this agreement, in each case whether known or unknown to the Releasing Party, save that this release and waiver shall not apply to Strickland's past and future obligations and liabilities arising under clause 13.1 of the Licence Agreement which clause shall survive termination, as set out at clause 3.2.1 above.
- 3.7 Each of MCM, MMM and CJM confirms that as at the date of this agreement, it is not aware of any circumstances that might give rise to any liability under clause 13.1 of the Licence Agreement.

#### **4 Further assurance**

- 4.1 In order to give full effect to the assignment set out at clause 2.1 above, MCM, MMM and Blackrock each agrees to:
- 4.1.1 execute and complete (where applicable) an Intellectual Property Office Form 21 in the form set out in Schedule 2;
- 4.1.2 execute and complete (where applicable) a Canadian Intellectual Property Office Request for the Registration of a Transfer Form in the form set out in Schedule 3,

and in each case provide such document to Blackrock on the Transfer Date.

- 4.2 Without prejudice to clause 4.1, at Blackrock's expense, MCM and MMM shall execute and deliver such further documents and perform such further acts as may reasonably be required for the purpose of giving full effect (in any relevant Territory) to the assignment set out at clause 2.1 above or for the purpose of registration of the assignment with any relevant intellectual property office or patent office.

#### **5 Payment of the Consideration & December Royalty Payment**

- 5.1 Title to the Patents shall pass to Blackrock when the Consideration and the December Royalty Payment have been paid to the Client Account in cleared funds.
- 5.2 Receipt of the Consideration and the December Royalty Payment into the Client Account shall constitute payment in full by Blackrock to MCM and MMM and good discharge by Blackrock of the Consideration and December Royalty Payment.

#### **6 VAT**

- 6.1 All payments made by Blackrock under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by MCM and MMM, Blackrock shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that MCM and MMM shall have delivered a valid VAT invoice in respect of such VAT to

Blackrock and provided that such valid VAT invoice is received by Blackrock at least 20 Business Days before the expiry of any time periods for recovery of the VAT by Blackrock.

- 6.2 If the VAT invoice is delivered after the relevant payment has been made, Blackrock shall pay the VAT due within five Business Days of MCM and MMM delivering a valid VAT invoice provided that such valid VAT invoice is received by Blackrock at least 20 Business Days before the expiry of any time periods for recovery of the VAT by Blackrock.
- 6.3 If Blackrock fails to comply with its obligation under this clause, it shall additionally pay all HMRC interest and penalties which thereby arise to MCM and MMM.

## **7 Indemnity**

- 7.1 Blackrock hereby indemnifies MCM, MMM and CJM (each an "Indemnified Party") against all or any costs, claims, damages or expenses brought against or suffered by any Indemnified Party, or for which an Indemnified Party may become liable, arising out of or in connection with:
- 7.1.1 the manufacture, marketing, sale, distribution and supply by Blackrock or any of its Affiliates of any products falling within the scope of any of the claims of any of the Patents; and
- 7.1.2 any dealing with the Patents by Blackrock or any of its Affiliates,
- and for the purposes of this clause, Strickland shall be deemed as an Affiliate of Blackrock.

## **8 Restriction**

In further consideration of Blackrock and Strickland entering into this Agreement, each of MCM, MMM and CJM covenant with and undertake to Blackrock and Strickland that it will not (whether alone or jointly with any other person, firm or company and whether directly or indirectly, and whether as shareholder, partner, promoter, director, officer, agent, manager, employee or consultant of, in or to any other person, firm or company or otherwise) at any time during the period of two years from the date of this agreement manufacture, sell, offer for sale or distribute hydraulic and manual quick hitches for excavators within the Territories

## **9 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.

## **10 Entire agreement**

- 10.1 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.

- 10.2 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.

## 11 Variation

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

## 12 Severance

- 12.1 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.
- 12.2 If 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.

## 13 Counterparts

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## 14 Third party rights

No one other than a party to this agreement shall have any right to enforce any of its terms save that any Group Company shall have the right to enforce the provisions of clause 8 (Restriction).

## 15 Notices

- 15.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be
- delivered by hand or by pre-paid first-class post or other next working day delivery service at the address for such party set out above or such other address as is notified by such party to the other parties in writing.
- 15.2 Any notice shall be deemed to have been received:

- 15.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
  - 15.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the third Business Day after posting or at the time recorded by the delivery service.
- 15.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**16 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 the law of England and Wales.

**17 Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales or the courts of Northern Ireland 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).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Patents

Applicant	Short Title	Country	Application Date	Application No.	Grant Date	Grant No.	Expiry	Status
Conor Monaghan and Martin Monaghan	Hitch Coupler	Canada	15/10/2008	CA2 702 853				Pending
Conor Monaghan and Martin Monaghan	Hitch Coupler	Europe	15/10/2008	08806602.2				Pending
Conor Monaghan and Martin Monaghan	Hitch Coupler	USA	15/10/2008	12/738 609	25/03/2014	8 678 697	24/01/2031	Granted
Conor Monaghan and Martin Monaghan	Hitch Coupler	United Kingdom	05/12/2007	0723746.4	14/01/2009	GB 2 446 485	05/12/2027	Granted
Conor Monaghan	Improved Twin-Pin Autolock Hitch Coupler	United Kingdom	10/08/2011	1113753.6	04/11/2015	GB 2 492 850	10/08/2031	Granted

Schedule 2 Intellectual Property Office Form 21



Form 21 Patent  
GB2492850 Conor Mc



Form 21 Patent  
GB2446485 Conor Mc



Intellectual  
Property  
Office

**Patents Form 21**

Patents Act 1977 (Rule 47)

Application to register or give notice of rights  
acquired in a patent or in an application for a patent

(See the notes on the back of this form)

Concept House  
Cardiff Road  
Newport  
South Wales  
NP10 8QQ

1	Your reference:	Blackrock Transfer
2	Patent application or patent number(s) (see notes (c) & (f))	2492850
3	Full name and address of the or of each patent applicant or proprietor (as currently on the register or application(s))	Conor Monaghan of 23 Blackrock Road, Cookstown, Co. Tyrone, BT80 9NS
	Patents ADP number (if you know it)	10473262001
4	Full name and address of the or of each person acquiring the rights	Blackrock MFG Limited of 12 Torrent Business Centre, Donaghmore, Co. Tyrone, BT70 3BF
	Patents ADP number (if you know it)	
5	Give details of the transaction, instrument or event which affects the rights in the or each patent application or patent identified in part 2 above, including its date and the names of all the parties involved. (see note (d))	Assignment to Blackrock MFG Limited pursuant to a Patent Assignment Agreement dated December 2015 between Conor Monaghan, Martin Monaghan, CJM Engineering Limited, Blackrock MFG Limited and Strickland MFG Limited
6	Name of your agent (if you have one)  "Address for service" in the European Economic Area or Channel Islands to which all correspondence should be sent (see note (g)) (including postcode)	McCluggage & Co Limited, 12 Torrent Business Centre, Donaghmore, Co. Tyrone, BT70 3BF

7 (Name of each signatory should also be entered, and status if relevant)  
(see note e)

I/we hereby confirm that rights as indicated in part 5 above have been acquired and that any necessary stamp duty has been paid.

Signature(s)

Date

8 Name, e-mail address, telephone, fax and/or mobile number, if any, of a contact point for the applicant

Conor Monaghan

Notes

- a) If you need help to fill in this form or you have any questions, please contact the Office on 0300 300 2000.
- b) Write your answers in capital letters using black ink or you may type them.
- c) You may use this form for more than one application or patent if the same transaction, instrument or event is involved.
- d) Section 33 (3) of the Patents Act 1977 specifies the relevant transactions, instruments and events (which include assignments, licences and mortgages). You can also use this form to request that the comptroller enters in the Register an equitable interest in a patent or application (e.g. an agreement to assign)
- e) Part 7 should be signed and dated. Documentary evidence sufficient to establish the transaction should accompany this form if:
- in the case of an assignment, it is **not** signed by or on behalf of the parties assigning the rights, or
  - in the case of a mortgage or the grant of a licence or security, it is **not** signed by or on behalf of the mortgagor or grantor of the licence or security.
- Any documents filed as evidence will be destroyed in due course. Original documents are not required – photocopies are sufficient.
- f) If there is not enough space for all the relevant details on any part of this form, please continue on a separate sheet of paper and write "see continuation sheet" in the relevant part(s) of the form. Any continuation sheets should be attached to this form.
- g) Although you may have an address for service in the Channel Islands, any agent you appoint to act for you must reside in or have a place of business in the European Economic Area or Isle of Man.
- h) For details of the fee and ways to pay, please contact the Office.





Intellectual  
Property  
Office

**Patents Form 21**

Patents Act 1977 (Rule 47)

Application to register or give notice of rights  
acquired in a patent or in an application for a patent

(See the notes on the back of this form)

Concept House  
Cardiff Road  
Newport  
South Wales  
NP10 8QQ

1	Your reference:	Blackrock Transfer
2	Patent application or patent number(s) (see notes (c) & (f))	2446485
3	Full name and address of the or of each patent applicant or proprietor (as currently on the register or application(s))	Conor Monaghan of 23 Blackrock Road, Cookstown, Co. Tyrone, BT80 9NS & Martin Monaghan of 23 Blackrock Road, Cookstown, Co. Tyrone, BT80 9NS
	Patents ADP number (if you know it)	09659137001 & 09659152001
4	Full name and address of the or of each person acquiring the rights	Blackrock MFG Limited of 12 Torrent Business Centre, Donaghmore, Co. Tyrone, BT70 3BF
	Patents ADP number (if you know it)	
5	Give details of the transaction, instrument or event which affects the rights in the or each patent application or patent identified in part 2 above, including its date and the names of all the parties involved. (see note (d))	Assignment to Blackrock MFG Limited pursuant to a Patent Assignment Agreement dated December 2015 between Conor Monaghan, Martin Monaghan, CJM Engineering Limited, Blackrock MFG Limited and Strickland MFG Limited
6	Name of your agent (if you have one)  "Address for service" in the European Economic Area or Channel Islands to which all correspondence should be sent (see note (g)) (including postcode)	McCluggage & Co Limited, 12 Torrent Business Centre, Donaghmore, Co. Tyrone, BT70 3BF

7 (Name of each signatory should also be entered, and status if relevant) (see note e)

I/we hereby confirm that rights as indicated in part 5 above have been acquired and that any necessary stamp duty has been paid.

Signature(s)

Date

8 Name, e-mail address, telephone, fax and/or mobile number, if any, of a contact point for the applicant

Conor Monaghan

Notes

- a) If you need help to fill in this form or you have any questions, please contact the Office on 0300 300 2000.
  - b) Write your answers in capital letters using black ink or you may type them.
  - c) You may use this form for more than one application or patent if the same transaction, instrument or event is involved.
  - d) Section 33 (3) of the Patents Act 1977 specifies the relevant transactions, instruments and events (which include assignments, licences and mortgages). You can also use this form to request that the comptroller enters in the Register an equitable interest in a patent or application (e.g. an agreement to assign)
  - e) Part 7 should be signed and dated. Documentary evidence sufficient to establish the transaction should accompany this form if:
    - in the case of an assignment, it is **not** signed by or on behalf of the parties assigning the rights, or
    - in the case of a mortgage or the grant of a licence or security, it is **not** signed by or on behalf of the mortgagor or grantor of the licence or security.
- Any documents filed as evidence will be destroyed in due course. Original documents are not required – photocopies are sufficient.
- f) If there is not enough space for all the relevant details on any part of this form, please continue on a separate sheet of paper and write "see continuation sheet" in the relevant part(s) of the form. Any continuation sheets should be attached to this form.
  - g) Although you may have an address for service in the Channel Islands, any agent you appoint to act for you must reside in or have a place of business in the European Economic Area or Isle of Man.
  - h) For details of the fee and ways to pay, please contact the Office.

Schedule 3 Canadian Intellectual Property Office Request for the Registration of a  
Transfer Form



Request for  
Registration of a Trar

# Request for the Registration of a Transfer

[Privacy Notice](#)

[Instructions for the Request for the Registration of a Transfer \(wr03403.html\)](#)

Failure to complete all the sections of the form may result in the registration not being completed. Telephone, fax, and e-mail are optional.

## 1. Request for Registration

Registration of the following change in ownership is hereby requested. It is understood that it is the requestor's responsibility to include in the form all the information required for the registration of the transfer and ensure the accuracy of the included information.

## 2. Patent Applications and/or Patent(s) Concerned

List of patent applications and/or patent(s)

Client's reference number	Application of patent number ( <i>Canadian number or PCT number</i> )	Title (Optional)
3323-109	CA2702853	

(Optional) Information regarding further application(s) and/or patent(s) concerned is provided on additional sheet N° \_\_\_\_\_

### 3. Basis for Transfer

The transfer resulted from:

☒ an assignment      ☐ a merger      ☐ other (specify): \_\_\_\_\_

The transfer was effective on :

☒ date (yyyy-mm-dd): \_\_\_\_\_ 2015, or  
before the filing date

The original document, a copy of the original document or the pertinent extract is enclosed.

### 4. Extent or Scope of the Transfer

The interest owned by the transferor/assignor is transferred in:

☒ whole  
☐ part

(Optional) Further information is provided on additional sheet N° \_\_\_\_\_

### 5. Proof of the Transfer

For the purposes of section 49 or section 50 of the *Patent Act*, the following proof accompanies the request:

- ☐ an affidavit; or
- ☐ a document showing that the assignment or transfer was registered in a patent office of another country; or
- ☐ if the change in ownership relates to a patent application, the following statement from the requestor or from a witness: "to the knowledge of the author of this statement, the document effecting the transfer was signed and the transfer was executed by the transferor/assignor"; or
- ☐ if the change in ownership relates to a patent, the following statement from the requestor or from a witness: "to the knowledge of the author of this statement, the document effecting the transfer was signed and the transfer was executed by all parties"; or

✓ presence of the signature of a witness or presence of a corporate seal on the assignment or transfer document; or

other (specify): \_\_\_\_\_

## 6. Transferor(s)/assignors

Name and complete address:

*(Family name followed by given name; for any other legal entity, full official designation.)*

CONOR MONAGHAN  
23 BLACKROCK ROAD  
COOKSTOWN  
CO. TYRONE  
BT80 9NS  
UK

Telephone N°:

Fax N°:

E-mail:

Name and complete address:

*(Family name followed by given name; for any other legal entity, full official designation.)*

MARTIN MONAGHAN  
23 BLACKROCK ROAD  
COOKSTOWN  
CO. TYRONE  
BT80 9NS  
UK

Telephone N°:

Fax N°:

E-mail:

(Optional) Information regarding further transferor(s)/assignor(s) is provided on additional sheet N°: \_\_\_\_\_

## 7. Transferee(s)/assignee(s)

Name and complete address:

*(Family name followed by given name; for any other legal entity, full official designation.)*

BLACKROCK MFG LIMITED  
12 TORRENT BUSINESS CENTRE  
DONAGHMORE  
CO. TYRONE  
BT90 3BF  
UK

Telephone N°:

Fax N°:

E-mail:

(Optional) This transferee/assignee should not be indicated as current owner in CIPO's record (*This transfer/assignment was followed by at least one other transfer/assignment.*)

Name and complete address:

(Family name followed by given name; for any other legal entity, full official designation.)

Telephone N°:

Fax N°:

E-mail:

(Optional) This transferee/assignee should not be indicated as current owner in CIPO's record (*This transfer/assignment was followed by at least one other transfer/assignment.*)

(Optional) Information regarding further transferor(s)/assignor(s) is provided on additional sheet N°: \_\_\_\_\_

## 8. Prescribed fee

In accordance with Schedule 2 of the Tariff of Fees, a prescribed fee must be submitted for each document registered in the Office, per patent application/patent. Payment should be submitted at the same time using CIPO's Fee Payment Form (wr01762.html).

Number of document(s) to be registered

x

Number of application(s)/patent(s) affected: \_\_\_\_\_ x

Prescribed fee (\$): 100.00 =

Total (\$): \_\_\_\_\_ \$

## 9. Requestor information

The request is submitted by:

- ✓ the transferor/assignor/owner currently on record;
  - the transferee/assignee/new owner;
  - a representative acting on behalf of the transferor(s)/assignor(s);
  - a representative acting on behalf of the transferee(s)/assignee(s)
- (This request does not constitute a formal appointment of agent).*

If the request is submitted by a representative, please indicate name and complete address:

*(Family name followed by given name; for any other legal entity, full official designation.)*

MCCLUGGAGE + CO LTD  
12 TORRENT BUSINESS CENTRE  
DONAGHMORE  
CO. TYRONE  
BT23 4UJ  
UK

Telephone N°:


Fax N°:

E-mail:

**Signature, label or seal**



Schedule 4 Invoice

  
800 License  
Agreement 081215 (S

**CJM ENGINEERING****23A Blackrock Road****Dunamore****Cookstown****Co. Tyrone****BT80 9NS****VAT Reg** 

Invoice

Page 1


Strickland Direct Limited

The Heath Park

B4084 Near Crophorne

Pershore

WR10 3NE

VAT Reg No: 

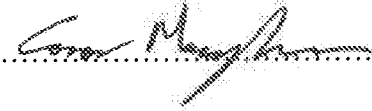
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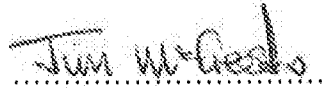
08/12/2015

STRICKLA

**Quantity Details****Unit Price Net Amount VAT Rate VAT**1.00 MINIMUM ROYALTY 25TH DEC 2015 **Total Net Amount****Carriage Net****Total Tax Amount****Invoice Total** **PATENT****REEL: 037820 FRAME: 0749**

Signed by Mr Conor Monaghan  
in the presence of a witness

  
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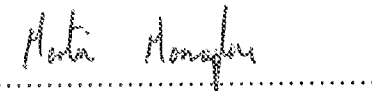
  
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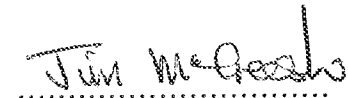
Name: JIM MCCREESH

Address: [REDACTED]

Occupation: CHARTERED ACCOUNTANT

Signed by Mr Martin Monaghan  
in the presence of a witness

  
.....

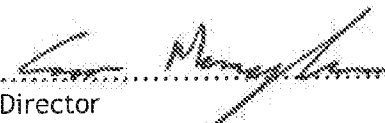
  
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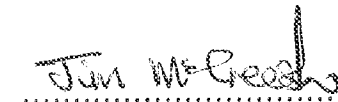
Name: JIM MCCREESH

Address: [REDACTED]

Occupation: CHARTERED ACCOUNTANT

Signed by  
for and on behalf of CJM Engineering Limited  
in the presence of a witness

  
.....  
Director

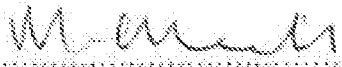
  
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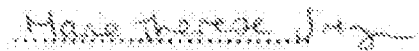
Name: JIM MCCREESH

Address: [REDACTED]

Occupation: CHARTERED ACCOUNTANT

Signed by  
for and on behalf of Blackrock MFG Limited  
in the presence of a witness

  
Director



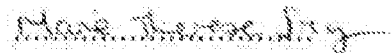
Name: MARIE THERESE SMYTH

Address:

Occupation: PERSONAL ASSISTANT

Signed by  
for and on behalf of Strickland MFG Limited  
in the presence of a witness

  
Director



Name: MARIE THERESE SMYTH

Address: AS ABOVE

Occupation: AS ABOVE