

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3771012

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PURCHASE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CROWN EQUIPMENT LIMITED	11/01/2014
RECEIVING PARTY DATA	
Name:	CROWN EQUIPMENT CORPORATION
Street Address:	40 SOUTH WASHINGTON STREET
City:	NEW BREMEN
State/Country:	OHIO
Postal Code:	45869
PROPERTY NUMBERS Total: 16	
Property Type	Number
Application Number:	12660616
Application Number:	12718620
Application Number:	13300041
Application Number:	13116600
Application Number:	13153743
Application Number:	13159500
Application Number:	13159501
Application Number:	14079842
Application Number:	14254953
Application Number:	13672260
Application Number:	13219271
Application Number:	61474030
Application Number:	14881511
Application Number:	14110950
Application Number:	13672391
Application Number:	13227165
CORRESPONDENCE DATA	
Fax Number:	(937)449-6405
<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>	

PATENT

Phone: 9374496400
Email: beth.bane@dinsmore.com
Correspondent Name: DINSMORE & SHOHL LLP
Address Line 1: FIFTH THIRD CENTER, ONE SOUTH MAIN ST
Address Line 2: SUITE 1300
Address Line 4: DAYTON, OHIO 45402

ATTORNEY DOCKET NUMBER:	CRO0067G5/40165.1187
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NAME OF SUBMITTER:	JAMES E. BEYER
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SIGNATURE:	/James E. Beyer/
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DATE SIGNED:	03/07/2016
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Total Attachments: 11

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source=Agreement_Crown_Equip_Limited_to_Crown_Equip_Corp_REDACTED_1_Nov_14#page5.tif
source=Agreement_Crown_Equip_Limited_to_Crown_Equip_Corp_REDACTED_1_Nov_14#page6.tif
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source=Agreement_Crown_Equip_Limited_to_Crown_Equip_Corp_REDACTED_1_Nov_14#page8.tif
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This Agreement is made on 1 NOVEMBER 2014 ~~2013~~

between (1) Crown Equipment Limited (Vendor)
and (2) Crown Equipment Corporation (Purchaser)

Introduction

- A. The Vendor owns the IP Assets.
- B. The Vendor has agreed to sell the IP Assets to the Purchaser and the Purchaser has agreed to purchase the IP Assets on the terms set down in this Agreement.

It is agreed

1. Interpretation

1.1 Definitions

In this Agreement unless the context otherwise requires:

Agreed Form means, in relation to a document or material, the form of that document or material which was agreed immediately prior to or on the Completion Date by the Vendor and the Purchaser;

Agreement means this Agreement together with the Schedules;

Business means the forklift automation business of the Vendor;

Business Day means a day on which registered banks are open for general banking business (other than a Saturday or Sunday) in Auckland;

Completion means the completion of the Sale in accordance with clause 2;

Completion Date means 1 November 2014;

Confidential Information means know-how, trade secrets, technical processes, information which by its nature, or by the circumstances of its disclosure to the holder of the information, is or could reasonably be expected to be regarded as confidential;

Deed of Assignment of Patents means the deed of assignment of Patents, in agreed form;

Deed of Assignment of Trade Marks means the deed of assignment of Trade Marks, in Agreed Form;

Domain Names means the domain names listed in Schedule 2 of this Agreement;

Encumbrance means an interest or power reserved in or over an interest in any asset created or otherwise arising:

(a) by way of a mortgage, debenture, charge, lien, pledge, hypothecation, security interest (as that term is defined in the Personal Property Securities Act 1999), title retention, preferential right, right of pre-emption or other similar instrument, device or power; or

(b) by way of security for the payment of a debt or any monetary obligation,

and includes any agreement or arrangement to grant or create any of the above;

Forklift Automation Software means:

(a) Environment Based Localisation;

(b) Task Executor;

(c) Motion Controller;

(d) Obstacle Detection;

(e) Forward Sensing;

(f) Co-ordinated Path planner;

(g) Scheduler;

(h) Travel Manager;

(i) Automation Database;

(j) Area Based behaviour;

(k) Pre-sale Commissioning Tool; and

(l) 3D Sensing;

GST means tax charged under the GST Act;

GST Act means the Goods and Services Tax Act 1985;

Income Tax Act means the Income Tax Act 2007;

Intellectual Property Rights means present intellectual and industrial rights and interests (whether registered or not) conferred by law, including but not limited to:

(a) patents, designs, copyrights, trade marks, service marks, know-how, brand names, domain names, inventions, product names, trade secrets, databases and technical information, underlying or proprietary data, reports, maintenance or training manuals, whitepapers, enhancements and enhancement requests, specifications, methods, formulae, get-up, graphics, object code, source code, and the right to have confidential information kept confidential and other results of intellectual effort in the scientific, technological, bio-technological, industrial and commercial fields, whether or not registered or capable of registration;

- (b) any application, registration or right to apply for registration of any of those rights;
- (c) all renewals, continuations and extensions of these rights;
- (d) all income, royalties, damages and payments due with respect any of those rights;

Inventions means inventions including intellectual property rights in the Inventions including, but not limited to, copyright in proprietary data and know-how including plans, prints, methods, techniques, specifications, instructions, formulae, data and information, production drawings, models and moulds;

IP Assets means (without limitation) all the benefit of and all the Vendor's rights and interests in and to:

- (a) Intellectual Property Rights;
- (b) Inventions;
- (c) IP Records; and
- (d) Confidential Information,

of the Vendor relating to the Business, including but not limited to:

- (e) the Forklift Automation Software;
- (f) the Trade Marks;
- (g) the Patents; and
- (h) the Domain Names;

IP Records means records and information relating to Intellectual Property Rights;

Patents means the patents and patent applications specified in Schedule 2 and any patent granted upon the patent applications and all intellectual property rights in the Patents including but not limited to copyright in proprietary data and know-how including plans, prints, methods, techniques, specifications, instructions, formulae, data and information, production drawings, models and moulds;

Purchase Price means [REDACTED]

Sale means the sale and purchase of the IP Assets in accordance with this Agreement;

Trade Marks means the trade marks, trade mark registrations and trade mark applications specified in Schedule 2 and the registrations to be achieved from the trade mark applications and any associated trade marks together with all intellectual property rights residing in the Trade Marks including but not limited to copyright; and

Vendor Warranties means the warranties given by the Vendor to the Purchaser in Schedule 1.

1.2 General references

In this Agreement, unless the context otherwise requires, a reference to:

- (a) a clause or schedule is a reference to a clause of or schedule to this Agreement;
- (b) this Agreement or another instrument includes any variation or replacement of either of them;
- (c) a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether before or after the date of this Agreement);
- (d) the singular includes the plural and vice versa;
- (e) a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;
- (f) dollars or \$ is a reference to the lawful currency of New Zealand and, unless otherwise specified, all amounts payable by a party under this Agreement are to be paid in that currency; and
- (g) words importing one gender include the other gender.

1.3 Headings and table of contents

In this Agreement the headings and table of contents are inserted for convenience and do not affect the interpretation of this Agreement.

2. Sale and Purchase of the IP Assets

2.1 Sale and Purchase

The Vendor agreed to sell, assign and transfer the legal and beneficial title to the IP Assets to the Purchaser and the Purchaser agreed to purchase and take an assignment of the Vendor's entire right, title and interest in and to the IP Assets for the Purchase Price, with effect from Completion and on the terms and conditions contained in this Agreement.

2.2 Title to and Risk in the IP Assets

With effect from Completion, title and all rights and interests to and in the IP Assets, including risk of loss or damage to the IP Assets, passed from the Vendor to the Purchaser.

2.3 Sale free from Encumbrances

The IP Assets will be sold to the Purchaser free from all Encumbrances.

3. Purchase Price

3.1 Consideration for the IP Assets

[Pages 5-8 Redacted]

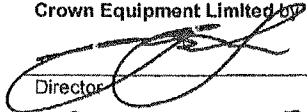
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This Agreement is to be governed by and construed by the laws of New Zealand.

Execution

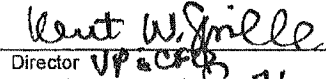
Executed as an agreement.

Crown Equipment Limited by


Director
Gordon Bruce Fosi
Print Name


Director
Michael Joseph Fogarty
Print Name

Crown Equipment Corporation by


Director
Kent W. Spille
Print Name

Director

Print Name

Schedule 2: Intellectual Property

Trade Marks

The Vendor is the owner of the following trade mark which is registered with the Intellectual Property Office of New Zealand. There are no registered patents or designs in the name of Crown Equipment Limited in New Zealand.

Trade Marks in the name of Crown Equipment Limited				
Trade Mark	Number	Class	Specification	Status
INRO	745220	7, 9, 12, 16, 42	Class 7: robotic apparatus and instruments in this class; materials handling equipment and apparatus in this class including robotic loading, lifting and lowering equipment; forklifts; parts, fitting and accessories in this class for the aforesaid products. Class 9: software and hardware for controlling or operating or automating machines or vehicles; artificial intelligence apparatus; intelligent sensors; electronic devices for controlling, operating or automating machines or vehicles; electronic control units for controlling machines or vehicles; Class 12: robotic apparatus and instruments for vehicles operating on land, in the air or by water; forklift trucks. Class 16: printed matter and publications including instructional and teaching material (except apparatus); promotional materials in print form; stationery. Class 42: engineering services; design and development of robotic systems and apparatus; design and development of computer hardware and software for robotics; robotic engineering and research services; design and development of control systems and devices for controlling or operating or automating machines or vehicles; consultation services relating to the aforesaid services; the provision of information relating to the aforesaid services.	Registered – renewal date 27 March 2016

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The Vendor is the owner of the following trade mark which is registered in Australia.

Trade Marks in the name of Crown Equipment Limited				
Trade Mark	Number	Class	Specification	Status
INRO	1136380	7, 9, 12, 16, 42	Class 7: robotic apparatus and instruments in this class; materials handling equipment and apparatus in this class including robotic loading, lifting and lowering equipment; forklifts; parts, fitting and accessories in this class for the aforesaid products. Class 9: software and hardware for controlling or operating or automating machines or vehicles; artificial intelligence apparatus; intelligent sensors; electronic devices for controlling, operating or automating machines or vehicles; electronic control units for controlling machines or vehicles; electronic and electrical apparatus and instruments for measuring, controlling, recording, processing and displaying data; computer hardware and software for measuring, controlling, recording, processing, and displaying data; programmable controllers for controlling plant, machinery and apparatus of all sorts including electronic apparatus; computer and electronic devices and circuit boards for controlling plant, machinery and apparatus of all sorts including electronic apparatus; storage media including electronic, magnetic and optical data carriers; recording discs; apparatus and equipment for recording, processing, transmitting and/or reproducing data, sound and/or images; parts, fittings and accessories in this class for all the aforesaid products. Class 12: robotic apparatus and instruments for vehicles operating on land, in the air or by water; forklift trucks. Class 16: printed matter and publications including instructional and teaching material (except apparatus); promotional materials in print form; stationery. Class 42: engineering services; design and development of robotic systems and apparatus; design and development of computer hardware and software for robotics; robotic engineering and research services; design and development of control systems and devices for controlling or operating or automating machines or vehicles; consultation services relating to the aforesaid services; the provision of information relating to the aforesaid services.	Registered - renewal date 20 September 2016

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Patents

The Vendor is the registered owner of the following patents that are registered outside of New Zealand.

Patents in the name of Crown Equipment Limited							
Patent Ref Name	Type	Application / Serial number	Inventor(s)	Applicant(s)	Assignee	Status	Brief Description / Title
INR0001	Full US Application	12/660,616 Filing date: 2 March 2010	Laws, Mathew Edwin Goode, Christopher W Collett, Toby Hartnoll Joshua Graham, Andrew Evan	INRO Technologies Limited	INRO Technologies Limited	Application filed, published Publication number: US-2011-0216185-A1 Publication date: 9 August 2011	Method and apparatus for simulating a physical environment to facilitate vehicle operation and task completion
INR0001PCT	Patent Cooperation Treaty ("PCT")	PCT/NZ/2011/000 025 Filing date: 17 February 2011 Priority from application 12/660,616 as at 2 March 2010	Laws, Mathew Edwin Goode, Christopher W Collett, Toby Hartnoll Joshua Graham, Andrew Evan	INRO Technologies Limited Laws, Mathew Edwin Goode, Christopher W Collett, Toby Hartnoll Joshua Graham, Andrew Evan	INRO Technologies Limited	Application filed, published Publication number: WO 2011/108945 A2 Publication date: 9 September 2011	Method and apparatus for simulating a physical environment to facilitate vehicle operation and task completion
INR0002	Full US Application	12/1718,620 Filing date: 5 March 2010	Bell, Jamie Chandrasekar, Kashyap Graham, Andrew Evan Howse, David Charles	INRO Technologies Limited	INRO Technologies Limited	Application filed, published Publication number: US-2011- 0218670-A1 Publication date: 9 August 2011	Method and apparatus for sensing object load engagement, transportation and disengagements by automated vehicles
INR0002PCT	PCT	PCT/NZ/2011/000 024 Filing date: 17 February 2011 Priority from application 12/1718,620 as at 5 March 2010	Bell, Jamie Chandrasekar, Kashyap Graham, Andrew Evan Howse, David Charles	INRO Technologies Limited Bell, Jamie Chandrasekar, Kashyap Graham, Andrew Evan Howse, David Charles	INRO Technologies Limited	Application filed, published Publication number: WO 2011/1108944 A2 Publication date: 9 September 2011	Method and apparatus for sensing object load engagement, transportation and disengagements by automated vehicles
INR0003	Full US	12/1948,358	Laws, Matthew Edwin	INRO Technologies	INRO Technologies	Application Filed	Method and apparatus

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Patents in the name of Crown Equipment Limited						
Patent Ref Name	Type	Application / Serial number	Inventor(s)	Applicant(s)	Assignee	Status
	Application	Filing date: 17 November 2010	Sargent, Grant Andrew Collett, Toby Hartnell Joshua Graham, Andrew Evan Chambers, Christopher James Chandrasekar, Kashyap Luk, Cheong Him	Limited	Limited	
INR0003PCT	PCT	PCT/AU2011/001 440 Filing date: 8 November 2011	Laws, Matthew Edwin Sargent, Grant Andrew Collett, Toby Hartnell Joshua Graham, Andrew Evan Chambers, Christopher James Chandrasekar, Kashyap Luk, Cheong Him	INRO Technologies Limited Laws, Matthew Edwin Sargent, Grant Andrew Collett, Toby Hartnell Joshua Graham, Andrew Evan Chambers, Christopher James Chandrasekar, Kashyap Luk, Cheong Him	INRO Technologies Limited	Application Filed
INR0004	Full US Application	13/116,600 Filing date: 26 May 2011	Wong, Lisa Graham, Andrew Evan Goode, Christopher W.	INRO Technologies Limited	INRO Technologies Limited	Application Filed
INR0005	Full US Application	13/153,743 Filing date: 6 June 2011	Wong, Lisa Graham, Andrew Evan Goode, Christopher W.	INRO Technologies Limited	INRO Technologies Limited	Application Filed
INR0006	Full US Application	13/159,500 Filing date: 14 June 2011	Wong, Lisa Graham, Andrew Evan Goode, Christopher W.	INRO Technologies Limited	INRO Technologies Limited	Application Filed
INR0007	Full US Application	13/159,501 Filing date: 14 June	Wong, Lisa	INRO Technologies Limited	INRO Technologies Limited	Application Filed

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Patents in the name of Crown Equipment Limited							
Patent Ref Name	Type	Application / Serial number	Inventor(s)	Applicant(s)	Assignee	Status	Brief Description / Title
		2011	Graham, Andrew Evan Goode, Christopher W.				data processing for industrial vehicle navigation
INRO008	Full US Application	13/219,271 Filing date: 26 August 2011	Wong, Lisa Graham, Andrew Evan Goode, Christopher W.	INRO Technologies Limited	INRO Technologies Limited	Application Filed	Method and apparatus for using unique landmarks to locate industrial vehicles at start-up
INR0009P	Provisional US Application	61/474,030 Filing date: 11 April 2011	Thomson, Jacob Jay	INRO Technologies Limited	INRO Technologies Limited	Application Filed	Method and apparatus for efficient scheduling for multiple-automated non-holonomic vehicles using a coordinated path planner
INR0009PCT	PCT	Note: Receipt with serial number not yet received Filing date: 11 April 2012	Thomson, Jacob Jay Jones, Daniel Ryan	INRO Technologies Limited Thomson, Jacob Jay Jones, Daniel Ryan	INRO Technologies Limited	Application Filed	Method and apparatus for efficient scheduling for multiple-automated non-holonomic vehicles using a coordinated path planner
INRO010		13/227,165 Filing date: 7 September 2011	Wong, Lisa Graham, Andrew Evan Goode, Christopher W.	INRO Technologies Limited	INRO Technologies Limited	Application Filed	Method and apparatus for using pre-positioned objects to localize an industrial vehicle
INRO011 (004CIP)	Continuation In Part	13/300,041 Filing date: 18 November 2011 Priority from application 13/116,600 as at 26 May 2011	Wong, Lisa Graham, Andrew Evan Goode, Christopher W.	INRO Technologies Limited	INRO Technologies Limited	Application Filed	Method and apparatus for providing accurate localization for an industrial vehicle