

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3815461

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	REEF ONE LIMITED	12/22/2015
RECEIVING PARTY DATA		
Name:	OASE U.K. LIMITED	
Street Address:	FLEMING COURT	
Internal Address:	LEIGH ROAD	
City:	EASTLEIGH, HANTS	
State/Country:	UNITED KINGDOM	
Postal Code:	SO50 9PD	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Patent Number:	D655460	
Patent Number:	D667174	
Patent Number:	D662673	
Patent Number:	D674971	
Patent Number:	D626698	
CORRESPONDENCE DATA		
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<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>		
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ATTORNEY DOCKET NUMBER:	REEFONE-OASE	
NAME OF SUBMITTER:	GUDRUN E. HUCKETT DRAUDT	
SIGNATURE:	/Gudrun E. Huckett Draudt/	
DATE SIGNED:	04/05/2016	
Total Attachments: 16		

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The following **United States design patents**

D655460

assignment from inventor to REEF ONE LIMITED recorded in the USPTO on December 6, 2010, at reel/frame 25459-515

D667174 which is a divisional of **D655460**

assignment from inventor to REEF ONE LIMITED recorded in the USPTO in parent D655460 on December 6, 2010, at reel/frame 25459-515 - the assignment of the parent encompassing divisional applications

D662673

assignment from inventor to REEF ONE LIMITED recorded in the USPTO on December 6, 2010, at reel/frame 25459-709

D674971 which is a divisional of **D662673**

assignment from inventor to REEF ONE LIMITED recorded in the USPTO in parent D662673 on December 6, 2010, at reel/frame 25459-709 - the assignment in the parent encompassing divisional applications

D626698

assignment from inventor to REEF ONE LIMITED recorded in the USPTO on November 3, 2008, at reel/frame 21777-778

are assigned pursuant to the attached Deed of Assignment between REEF ONE LIMITED and OASE U.K. LIMITED, effective pursuant to the Main Agreement **signed on 22 December 2015** (see page 1, last paragraph, of the attached Deed of Assignment) with all rights, title and interest to OASE U.K. LIMITED (see page 3, section **2 Assignment**).

The United States design patents are listed in **Schedule 2 Registered Designs** on page 8 of the attached Deed of Assignment.

Respectfully submitted on 4/5/2016

/Gudrun E. Hockett/

Gudrun E. Hockett
U.S. Patent Agent
35747
Schubertstr. 15a
42289 Wuppertal
Germany

Dated

2018

Reef One Limited (1)

- and -

OASE U.K. Limited (2)

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

ebi miller
rosenfalck
european business lawyers



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This agreement is made on the day of 2015.

PARTIES

- (1) Reef One Limited incorporated and registered in England and Wales with company number 03588010 whose registered office is at Unit F1-F5, Southwell Road, Horeham St. Faith, Norwich, Norfolk, NR10 3JU, United Kingdom (Assignor); and
- (2) OASE U.K. Limited incorporated and registered in England and Wales with company number 02801813 whose registered office is at Fleming Court, Leigh Road, Eastleigh, Hants SO50 9PD (Assignee).

BACKGROUND

By the Main Agreement (as defined below) the Assignor has agreed to assign to the Assignee all Intellectual Property Rights owned, used or held for use by the Assignor or any member of the Assignor Group on the terms set out in this agreement.

IT IS HEREBY AGREED

1. INTERPRETATION

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

1.1 Definitions:

"Assigned Rights" all the Business Intellectual Property Rights.

"Assignor Business" the business of the manufacture and sale of aquarium, terrariums, ornamental accessions for aquariums and terrariums carried on by the Assignor.

"Assignor Group" the Assignor and each of its subsidiary or holding company, and any subsidiary of any such holding company for the time being.

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

"Business Intellectual Property Rights" Intellectual Property Rights (including but not limited to Patents, Registered Designs and Trade Marks) owned, used or held for use by the Assignor or any member of the Assignor Group in, or in connection with, the Assignor Business.

"Intellectual Property Rights" patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Main Agreement" an asset purchase agreement dated 22 December 2015 between the Assignor and the Assignee.



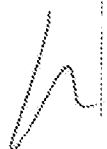
"Patents" the patents and the applications short particulars of which are set out in Schedule 1.

"Registered Designs" the registered designs and the applications short particulars of which are set out in Schedule 2.

"Trade Marks" the registered trade marks and the applications and the unregistered trade marks and trade names short particulars of which are set out in Schedule 3.

"VAT" 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 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 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.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to writing or written includes fax but not email.
- 1.12 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.



- 1.13 Where any statement is qualified by the expression so far as the Assignor is aware or to the Assignor's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

2. ASSIGNMENT

Pursuant to and for the consideration set out in the Main Agreement, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in Patents, Registered Designs and Trade Marks;
- (b) all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (c) 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 Assigned Rights whether occurring before, on, or after the date of this agreement.

3. VAT

All payments made by the Assignee 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 the Assignor, the Assignee 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 the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

4. FURTHER ASSURANCE

- 4.1 At the Assignee's expenses, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement, including:

- (a) registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and
- (b) assisting the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.

4.2 The Assignor appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement. A certificate in writing, signed by any director or the secretary of the Assignee or by any person appointed in accordance with clause 4.4(c) that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

4.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this agreement and the proprietary interest of the Assignee in the Assigned Rights and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.

4.4 Without prejudice to clause 4.2, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:

- (a) take any action that this agreement requires the Assignor to take;
- (b) exercise any rights which this agreement gives to the Assignor; and
- (c) appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.

4.5 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

5. 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.

6. ENTIRE AGREEMENT

6.1 This agreement and the Main 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.

6.2 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.

7. VARIATION

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

8. SEVERANCE

8.1 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.

8.2 If one party gives notice to the other of the possibility that 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.

9. COUNTERPARTS

9.1 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.

9.2 No counterpart shall be effective until each party has executed at least one counterpart.

10. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

11. NOTICES

11.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number.

11.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt ;
- (b) 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 if sent by fax, at 9.00 am on the next Business Day after transmission.

11.3 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.

11.4 A notice given under this agreement is not valid if sent by e-mail.

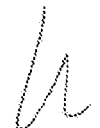
12. GOVERNING LAW

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.

13. JURISDICTION

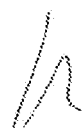
Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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



Schedule 1 Patents

Country	Case Ref	Application Date	Grant No	Description
United Kingdom	P11028 GB	28 Aug 2000	2286173	Integrated Aquarium
United Kingdom [PCT]	P11231 GBw	30 Jun 2011	2484329	Auto Feeder Device
United Kingdom	P11848 GB	14 Feb 2012		An Aquarium or a Vivarium
European [PCT]	P11853 EPw	04 Apr 2013		Tropical Vivarium
P.C.T.	P11853 WO	04 Apr 2013		Tropical Vivarium
China	ROP201008	25 June 2010	201020345938.8	An Integrated Aquarium (Utility Model - filter)



Schedule 2 Registered Designs

Country	Description	Application Date	Application or registration nb
Comm. Design	An Aquarium	14 Feb 2008	000878491-0001
Comm. Design	An Aquarium	14 Feb 2008	000878491-0002
United Kingdom	An Aquarium	11 Feb 2008	4006239
United Kingdom	An Aquarium	11 Feb 2008	4006240
United States	An Aquarium	11 Aug 2008	D626698
United Kingdom	An Aquarium	29 Aug 2000	2089183
United Kingdom	An Aquarium	29 Aug 2000	2086392
Comm. Design	Hester	16 Jun 2010	001720885-0001
Comm. Design	New Aquarium	17 Jun 2010	001720848-0001
Comm. Design	New Aquarium	17 Jun 2010	001720848-0002
United States	New Aquarium	22 Sep 2010	D655,460
United States	New Aquarium	22 Sep 2010	D657,174
Comm. Design	Multiple Aquarium Designs	17 Jun 2010	001720913-0001
Comm. Design	Multiple Aquarium Designs	17 Jun 2010	001720913-0002
Comm. Design	Multiple Aquarium Designs	17 Jun 2010	001720913-0003
Comm. Design	Multiple Aquarium Designs	17 Jun 2010	001720913-0004
Comm. Design	Multiple Aquarium Designs	17 Jun 2010	001720913-0005
United States	Multiple Aquarium Designs	22 Sep 2010	662,673
United States	Multiple Aquarium Designs	26 Jun 2012	674,971
Comm. Design	Transformer	16 Jun 2010	001720590-0001
China	biOrb-Classic	21 Feb 2010	201030125022.3
China	biUbe	21 Feb 2010	201030125062.8
China	biOrb - LIFE circular 1	21 Feb 2010	201030125042.0
China	biOrb - LIFE circular 2	21 Feb 2010	201030125047.3



China	biOrb - LIFE octagonal	21 Feb 2010	201030125048.2
China	biOrb - LIFE S30	21 Feb 2010	201030125012.X
China	biOrb - LIFE P45/P90	21 Feb 2010	201030125031.2
Comm. Design	Flow Aquariums	14 Apr 2011	001851395-0001
Comm. Design	Flow Aquariums	14 Apr 2011	001851395-0002
Japan	Flow Aquariums	25 Apr 2011	1440527
Comm. Design	BIOrb Air	06 Mar 2013	002196964-0001
China	Aquarium (2011-02) Flow Design 04	7 May 2011	201130115600.5
China	Aquarium (2011-01) Flow Design 03	7 May 2011	201130116798.1
China	Aquarium (2010-02) Flow Design 02	16 Dec 2010	201030708088.5
China	Aquarium (2010-01) Flow Design 01	16 Dec 2010	201030708088.X

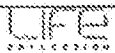
Schedule 3 Trade Marks

Country or Territory	Title/Mark	Trade Mark Image	Application Date	Grant No
United Kingdom	Bubble Logo		16 Feb 2006	00002415906
United Kingdom	BUbe (Series of 2)	bÙbe bÙbe	27 Feb 2004	00002368858
Community Mark	REEF ONE		30 Jun 2010	009212672
United Kingdom	REEF ONE		26 Feb 2004	00002368855
Japan	REEF ONE		20 Jul 2010	5388589
United States	REEF ONE		27 Jul 2010	4,030,776
China	REEF ONE Class 21		28 Sept 2011	10018684
China	REEF ONE Class 1		28 Sept 2011	10018628
China	REEF ONE Class 7		28 Sept 2011	10018666
China	REEF ONE Class 9		28 Sept 2011	10018696
China	REEF ONE Class 11		28 Sept 2011	10018736
China	REEF ONE Class 19		28 Sept 2011	10018764
China	REEF ONE Class 31		28 Sept 2011	10018778
United Kingdom	REEF ONE (Stylized Word) (Series of 2)		26 Feb 2004	00002368852
China	Class 21		28 Jul 2009	7575850
	Class 1		31 Mar 2010	8187888
	Class 7		20 Jun 2005	4732173
	Class 9		20 Jun 2005	4732174
	Class 11		20 Jun 2005	4732172

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	Class 19		1 April 2010	8171656
	Class 31		2 April 2010	8175820
Hong Kong	Class 21		6 May 2008	301337030
United Kingdom	biOrb	biOrb biOrb	26 Oct 2002	00002314204
United Kingdom	BIUBE		15 Oct 2002	00002313228
United Kingdom	BIUbe (series of 2)	biUbe biUbe	27 Feb 2004	2356956
China	Class 21	biUbe	8167706	31 March 2010
	Class 1		8167861	31 March 2010
	Class 7		8168235	31 March 2010
	Class 9		8171521	1 April 2010
	Class 11		8171572	1 April 2010
	Class 19		8175694	2 April 2010
	Class 31		8175850	2 April 2010
United Kingdom	BIORB		08 Oct 2000	00002247601
Japan	BIORB		20 Jul 2010	5407882
United States	BIORB		02 Jul 2002	3903709
Community Mark	Bubbles (Device)		15 Feb 2006	004902847
China	Class 21		7575846	28 Jul 2009
	Class 1		8168168	31 Mar 2010
	Class 7		8171442	01 Apr 2010
	Class 9		8171532	01 Apr 2010
	Class 11		7575847	28 Jul 2009
	Class 19		8175704	02 Apr 2010
	Class 31		8175658	02 Apr 2010
	Class 11,21		30137021	06 May 2009



Community Mark	biOrb		01 Mar 2004	003686961
Community Mark	BIORB		12 May 2009	006295201
United States	BIORB		27 May 2009	3820385
United States	Bubbles Device		13 Mar 2006	3241091
United States	biOrb (Word & Device)		13 Mar 2006	3241092
China	Class 21		7575848	28 Jul 2009
	Class 1		8167838	31 March 2010
	Class 7		8168224	31 March 2010
	Class 9		8171503	1 April 2010
	Class 11		7575848	28 Jul 2009
	Class 19		8175875	2 April 2010
	Class 31		8175839	2 April 2010
	Class 11, 21		301337049	6 May 2009
Community Mark	BIORB		15 Feb 2012	010645026
China	Class 21		31 March 2010	8167758
	Class 1		31 March 2010	8167800
	Class 7		01 April 2010	8171465
	Class 9		01 April 2010	8171541
	Class 11		01 April 2010	8171592
	Class 19		01 April 2010	8171529
	Class 31		02 April 2010	8175864



Executed as a deed by Reef One
Limited acting by Paul Stevenson, a
director, in the presence of:


Paul Stevenson
Director

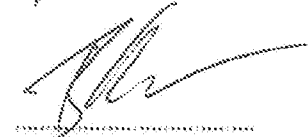
Signature of witness

Name PHILIP A. JAMES

Address 287 WILKINSON AVE, NORWICH, NR4 7LB

Occupation ACCOUNTANT

Executed as a deed by CASE U.K.
Limited acting by Birgit Kempe Haeger
a director, in the presence of:


Birgit Kempe Haeger
Director

Signature of witness

Name

Address

Occupation