503771181 04/06/2016 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3817826

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY	ΠΑΤΑ				
		Name		Execution Date	
OASE U.K. LIMITED				01/02/2016	
RECEIVING PARTY	ΑΤΑ				
Name:	OASE HOL	DING U.K. LIMITED			
Street Address:	FLEMING C	FLEMING COURT			
Internal Address:	LEIGH ROA	LEIGH ROAD			
City:	EASTLEIGH	H, SOUTHAMPTON HAMPSHIR	ξE		
State/Country:	UNITED KI	NGDOM			
Postal Code:	SO50 9PD				
PROPERTY NUMBER	RS Total: 5				
Property Typ	e	Number			
Patent Number:	D65	5460			
Patent Number: D6		7174			
Patent Number:	D66	2673			
Patent Number:	D67	4971			
Patent Number:	D62	6698			
		> 470 0740			
Fax Number:	•)470-9712 <i>e-mail address first; if that is</i>	uncuccoccfu	l it will be sent	
		hat is unsuccessful, it will be			
Phone:		202-2570371			
Email:	•	un.draudt@t-online.de			
Correspondent Name: GUDRUN E. HUCKETT DRAUDT Address Line 1: SCHUBERTSTR. 15A					
Address Line 1:		HUBERTSTR. 15A JPPERTAL, GERMANY 42289			
		OASE-UK-OASE-HOLDING			
NAME OF SUBMITTER: SIGNATURE:		GUDRUN E. HUCKETT DRAUDT /Gudrun E. Huckett Draudt/			
DATE SIGNED:		04/06/2016			
otal Attachments: 6					

The following United States design patents

D655460

assigned to OASE U.K. LIMITED, assignment recorded in the USPTO on 04/05/2016 at reel/frame 038191/0367

D667174

assigned to OASE U.K. LIMITED, assignment recorded in the USPTO on 04/05/2016 at reel/frame 038191/0367

D662673

assigned to OASE U.K. LIMITED, assignment recorded in the USPTO on 04/05/2016 at reel/frame 038191/0367

D674971

assigned to OASE U.K. LIMITED, assignment recorded in the USPTO on 04/05/2016 at reel/frame 038191/0367

D626698

assigned to OASE U.K. LIMITED, assignment recorded in the USPTO on 04/05/2016 at reel/frame 038191/0367

are sold and assigned pursuant to the attached Business Intellectual Property Purchase Agreement between OASE U.K. LIMITED and OASE HOLDING U.K. LIMITED, dated 02 January 2016 (see page 1 of the attached Purchae Agreement), with all rights, title and interest to OASE HOLDING U.K. LIMITED (see page 3, section **2 SUBJECT MATTER of the AGREEMENT**).

The United States design patents are listed in **Schedule 2 Registered Designs** attached to the Purchase Agreement.

Respectfully submitted on 4/6/2016,

/Gudrun E. Huckett/

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

2 January 2016

OASE U.K. Limited - and -OASE Holding U.K. Limited

BUSINESS INTELLECTUAL PROPERTY PURCHASE AGREEMENT

PATENT REEL: 038205 FRAME: 0921

Dated

This agreement is made on the 2rd day of January 2016.

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SCHEDULES

SCHEDULE	1	PATENTS
SCHEDULE	2	REGISTERED DESIGNS
SCHEDULE	3	TRADE MARKS

PARTIES

- (1) 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, Southampton Hampshire S050 9PD (Seller); and
- (2) OASE Holding U.K. Limited incorporated and registered in England and Wales with company number 04562635 whose registered office is at Fleming Court, Leigh Road, Eastleigh, Southampton Hampshire S050 9PD (Buyer).

BACKGROUND

Pursuant to the Main Agreement (defined below), OASE Holding U.K. Limited, henceforth known as "Buyer", wishes to purchase the Business Intellectual Property Rights and as set out in the Main Agreement from OASE U.K. Limited, henceforth known as "Seller".



IT IS HEREBY AGREED

1. INTERPRETATION

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

Definitions:

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

"Main Agreement" Deed of Assignment of Intellectual Property Rights dated 22 December 2015 between Reef One Limited and OASE U.K. Limited.

2. SUBJECT MATTER of the AGREEMENT

The Seller hereby sells to the Buyer absolutely with full title guarantee all its right, title and interest in and to the Business Intellectual Property Rights, including:

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

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

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

All Schedules contained in this Agreement 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.

3. PAYMENT

The Buyer shall pay the Purchase Price to the Seller, payable net by wire transfer immediately after involcing.

4. PURCHASE PRICE

In consideration for the sale by Seller of the Business Intellectual Property Rights to Buyer, the Buyer shall pay to Seller cash in the amount of **Records and Seller** British Pounds Sterling **Records and Seller**.

PATENT REEL: 038205 FRAME: 0923

5. SEVERABILITY

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.

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.

6. 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.

7. 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 purchase agreement and is delivered and takes effect on the date stated at the beginning of it.

OASE U.K. Limited Christopher Wright

OASE Holding U.K. Limited Birgit Kempe-Heeger

Schedule 2 Registered Designs

Country	Description	Application Date	Application or registration nb
Comm.	An Aquarium	14 Feb 2008	000878491-0001
Design			
Comm.	An Aquarium	14 Feb 2008	000878491-0002
Design			
United	An Aquarium	11 Feb 2008	4006239
Kingdom			
United	An Aquarium	11 Feb 2008	4006240
Kingdom			
United States	An Aquarium	11 Aug 2008	D626698
United	An Aquarium	29 Aug 2000	2099183
Kingdom			
United	An Aquarium	29 Aug 2000	2095392
Kingdom			
Comm.	Heater	16 Jun 2010	001720665-0001
Design			
Comm.	New Aquarium	17 Jun 2010	001720848-0001
Design			
Comm.	New Aquarium	17 Jun 2010	001720848-0002
Design			
United States	New Aquarium	22 Sep 2010	D655,460
United States	New Aquarium	22 Sep 2010	D667,174
Comm.	Multiple Aquarium Designs	17 Jun 2010	001720913-0001
Design			
Comm.	Multiple Aquarium Designs	17 Jun 2010	001720913-0002
Design			
Comm.	Multiple Aquarium Designs	17 Jun 2010	001720913-0003
Design			
Comm.	Multiple Aquarium Designs	17 Jun 2010	001720913-0004
Design			
Comm.	Multiple Aquarium Designs	17 Jun 2010	001720913-0005
Design			
United States	Multiple Aquarium Designs	22 Sep 2010	662,673
United States	Multiple Aquarium Designs	25 Jun 2012	674,971
Comm.	Transformer	16 Jun 2010	001720590-0001
Design Ohlha			201030125022.3
<u>China</u>	biOrb-Classic	21 Feb 2010	
<u>China</u>	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

