

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3890083

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MR SIMON ROBERT WARD	06/12/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	A WARD ATTACHMENTS LIMITED
<b>Street Address:</b>	LEVEL 3, CST NEXIA CENTRE 22 AMERSHAM WAY
<b>City:</b>	MANUKAU CITY, AUCKLAND
<b>State/Country:</b>	NEW ZEALAND
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14265329
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(815)828-0661
<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>	8158386033
<b>Email:</b>	ILIPCounselor@comcast.net
<b>Correspondent Name:</b>	LAWRENCE E. THOMPSON
<b>Address Line 1:</b>	831 S. STATE STREET
<b>Address Line 4:</b>	LOCKPORT, ILLINOIS 60441
<b>ATTORNEY DOCKET NUMBER:</b>	080026/007
<b>NAME OF SUBMITTER:</b>	LAWRENCE E. THOMPSON
<b>SIGNATURE:</b>	/Lawrence E. Thompson/
<b>DATE SIGNED:</b>	05/26/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 9</b>	
source=06-12-06 Assign SRW to A Ward 06-26-09#page1.tif	
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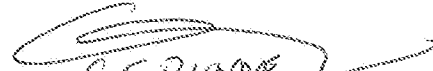
source=06-12-06 Assign SRW to A Ward 06-26-09#page9.tif

**DEED OF ASSIGNMENT  
OF INTELLECTUAL PROPERTY RIGHTS**

**BETWEEN:** Simon Robert Ward

**AND:** A Ward Attachments Limited

Certified to be a true  
copy of the original.

  
C.F. DUNNE  
Solicitor, Auckland

**DESCRIPTION:**

By this Deed Simon Robert Ward assigns to A Ward Attachments Limited the *Intellectual Property Rights* relating to a *Container Tilting Invention*.

**James & Wells**  
Level 12  
KPMG Centre  
Private Bag 3140  
85 Alexandra Street  
HAMILTON

# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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**BETWEEN** Simon Robert Ward of 3/17 Wootton Road, Remuera, Auckland,  
New Zealand

("Assignor")

**AND** A Ward Attachments Limited, a New Zealand company having its  
registered office at Level 3, Cst Nexia Centre, 22 Amersham  
Way, Manukau City, Auckland, New Zealand.

("Assignee")

## ON THE BASIS THAT-

### 1.0 DEFINED TERMS

1.1. *Copyright* shall mean the property rights which exist in any *Copyright Work*.

1.2. *Copyright Works* shall mean:

1.2-1. a work of any of the types described in Section 14 of the New Zealand  
Copyright Act 1994; and/or

1.2-2. a work in which copyright exists; and

which relates to the *Invention*.

1.3. *Design Rights* shall mean the right to apply for a registered design relating to the  
*Invention* or equivalent protection in any country of the world and to claim priority  
under international convention from any such applications and the rights  
conferred by such registered designs or equivalent protection when granted.

1.4. *Intellectual Property Rights* shall mean all intellectual property rights whatsoever  
relating to the *Invention* including without limitation the *Patent*, the *Patent Rights*,  
the *Design Rights*, the *Copyright* and the *Technical Information*.

1.5. *Invention* shall mean the invention the subject of the *Patent*.

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**PATENT**  
**REEL: 038722 FRAME: 0207**

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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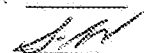
- 1.6. *Patent* shall mean the patent application set out in the Schedule and any patent application or letters patent claiming priority from that patent, and any letters patent granted upon any of the foregoing patent applications.
- 1.7. *Patent Rights* shall mean:
- 1.7-1. the right to apply for any patent relating to the *Invention* or equivalent protection in any country of the world and to claim priority under any international convention from any such application(s) and the rights conferred by such patents or equivalent protection when granted; and
  - 1.7-2. the rights conferred by the *Patent* including the right to claim priority under any international convention and the right conferred by such *Patent* now and/or when granted.
- 1.8. *Technical Information* shall mean all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the *Invention* and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.

### 2.0 BACKGROUND

- 2.1. The **Assignor** owns the *Invention* and *Intellectual Property Rights*.
- 2.2. The **Assignor** acknowledges that he was employed by the **Assignee** at the time the *Invention* was devised.
- 2.3. The **Assignor** acknowledges that the **Assignee** is or should be the owner of the *Invention* and the *Intellectual Property Rights*, and hereby agrees to assign same to the **Assignee** on the terms described below.

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**PATENT**  
**REEL: 038722 FRAME: 0208**

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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BY THIS DEED THE PARTIES AGREE –

### 3.0 THE ASSIGNMENT

- 3.1. The **Assignor** hereby assigns all his right, title and interest in and to the *Invention* and *Intellectual Property Rights* to the **Assignee**.
- 3.2. The assignment will take effect on the date this Deed is fully executed by the **Assignor** or on the date the first patent application relating to the *Invention* is filed in the name of one or more of the parties, whichever is the earlier lawful date.

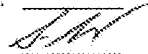
### 4.0 CONSIDERATION

- 4.1. In consideration for the assignment detailed in clause 3.1, the **Assignee** will pay to the **Assignor** upon execution of this Agreement the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is acknowledged by the **Assignor**.
- 4.2. Any and all rights of the **Assignor** with respect to the *Invention* and *Intellectual Property Rights* will pass to the **Assignee** upon execution of this Agreement.

### 5.0 ASSIGNOR'S OBLIGATIONS

- 5.1. The **Assignor** undertakes to (at the **Assignee's** cost) execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the **Assignee** for vesting absolutely all their right, title and interest to the *Intellectual Property Rights* in favour of the **Assignee**, and for conferring on the **Assignee** the right to take action against any third party who copies the *Invention* or infringes the *Intellectual Property Rights*.
- 5.2. The **Assignor** shall forthwith disclose to the **Assignee** all improvements in, modifications of or additions to the *Invention* devised or created by the **Assignor** while in the employ of the **Assignee** and/or under a commission for money or money's worth from the **Assignee**, and the intellectual property in all such improvements, modifications or additions will be owned by the **Assignee**.

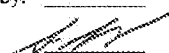
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## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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- 5.2-1. The **Assignor** shall assign to the **Assignee** upon request all intellectual property rights relating to all improvements in, modifications of or additions to the *Invention* devised or otherwise created while in the employ and/or under a commission for money or money's worth from the **Assignee**.
- 5.3. The **Assignor** hereby waives his moral rights in relation to the *Copyright*.
- 5.4. At the request of the **Assignee**, the **Assignor** shall at **Assignee's** expense execute all documents and do all acts necessary or convenient to enable **Assignee** to:
- 5.4-1. make, prosecute or register in **Assignee's** name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the *Intellectual Property Rights*;
- 5.4-2. defend opposition proceedings in respect of any of the *Intellectual Property Rights* against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect **Assignee's** ability to exploit the *Intellectual Property Rights*;
- 5.4-3. defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the *Intellectual Property Rights*;
- 5.4-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.
- 5.5. The **Assignor** shall, at the request of the **Assignee**, and to the extent outstanding, furnish the **Assignee** with full details of and relating to the *Invention*, and the *Intellectual Property Rights* (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the *Invention* and the *Copyright Works*.



## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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5.6. The **Assignor** agrees to treat as confidential all information relating to the *Invention* and/or the *Intellectual Property Rights* and shall not use, disclose or publish same without the express prior written consent of the **Assignee**. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the **Assignor**. The **Assignor** agrees to seek prior clearance from the **Assignee** in any case of uncertainty.

### 6.0 ASSIGNOR'S WARRANTIES

6.1. The **Assignor** warrants:

6.1-1. The **Assignor** has absolute title to the *Invention* and *Intellectual Property Rights*;

6.1-2. There are no encumbrances or other matters affecting the **Assignor's** capacity to assign the *Invention* and/or the *Intellectual Property Rights* to the **Assignee** free of any encumbrances or interests whatsoever; and

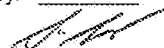
6.1-3. The *Copyright Works* are the **Assignor's** original work and are not copied in whole or in part from any other work.

### 7.0 GOVERNING LAW

7.1. This Deed and any disputes relating to it shall be governed by and construed in all respects in accordance with the laws of New Zealand.

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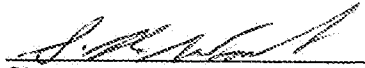
**PATENT**  
**REEL: 038722 FRAME: 0211**




**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

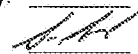
7.2. Each party to this Deed submits to the exclusive jurisdiction of the courts of New Zealand.

Signed as a Deed this 12 day of June 2006 by  
SIMON ROBERT WARD

  
Signature

Witnessed by:

David Smith  
Name  
  
Signature  
Accountant  
Occupation  
Auckland  
Place

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Initialed by: 

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Signed as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 2006 for and on behalf of  
A WARD ATTACHMENTS LIMITED by its duly authorised officers\*

Simon Ward  
Name

PETER WARD  
Name

[Signature]  
Signature

[Signature]  
Signature

MANAGING DIRECTOR  
Position

Director  
Position

Witnessed by:

David Smith  
Name

[Signature]  
Signature

MANAGER  
Occupation

WILLOW  
Place

- \* This Deed must be signed by:
- a) Two or more directors of the company; or
  - b) A single director of the company and a witness; or
  - c) (If the company's constitution allows it), any other person and a witness; or
  - d) One or more persons with a power of attorney to act on the company's behalf.

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Initialed by: [Signature]

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

SCHEDULE

Patent (clause 1.6):

Title	Country	Application Number	Filing Date
Container Tilting Apparatus	New Zealand	547544	26 May 2006

Initialed by:

