

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4155056

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	CHANGE OF NAME	
CONVEYING PARTY DATA		
	Name	Execution Date
	COMPAC SORTING EQUIPMENT LIMITED	12/01/2014
RECEIVING PARTY DATA		
Name:	COMPAC TECHNOLOGIES LIMITED	
Street Address:	11 SPRING STREET, ONEHUNGA	
City:	AUCKLAND	
State/Country:	NEW ZEALAND	
Postal Code:	1061	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14576003
CORRESPONDENCE DATA		
Fax Number:	(206)380-3301	
<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>		
Phone:	2063813303	
Email:	patentdocketing@lowegrahamjones.com	
Correspondent Name:	DAVID A. LOWE	
Address Line 1:	701 FIFTH AVENUE	
Address Line 4:	SEATTLE, WASHINGTON 98104	
ATTORNEY DOCKET NUMBER:	CMPC-1-1005	
NAME OF SUBMITTER:	DAVID A. LOWE	
SIGNATURE:	/David A. Lowe/	
DATE SIGNED:	11/22/2016	
Total Attachments: 5		
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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

DATED

2014

PARTIES

1. **COMPAC SORTING EQUIPMENT LIMITED**, a company registered in New Zealand, of 11 Springs Street, Onehunga, Auckland 1061, New Zealand (**Assignor**)
2. **COMPAC TECHNOLOGIES LIMITED**, a company registered in New Zealand, of 11 Springs Street, Onehunga, Auckland 1061, New Zealand (**Assignee**)

INTRODUCTION

1. The Assignor has agreed to assign its entire right, title and interest in and to the Assigned Rights to the Assignee upon the terms set out in this deed.

AGREED THAT:

1. Definitions and Interpretation

1.1. Definitions. In this deed, unless the context requires otherwise:

Assigned Rights means all right, title and interest in and to the Intellectual Property (including the Patent Rights and Copyright) created or developed by the Assignor in relation to the Invention and Works, or to which the Assignor contributed, and includes all Rights of Action.

Copyright means all copyright, and any rights or forms of protection of a similar nature, in relation to the Invention and Works.

Effective Date means the date of this agreement.

Encumbrance means any lien, mortgage, charge, encumbrance, security interest or other similar interest.

Improvements means any modifications, enhancements or additions to the Invention or Works (as the context requires) which are devised, created or developed by the Assignor, or to which the Assignor contributed (notwithstanding whether these were made before, upon or after the Effective Date).

Intellectual Property means patents, designs, copyright, trade marks, trade names, domain names, trade secrets, formulations, inventions, models, plans, licences, know-how, databases, rights in computer programs, technical information, discoveries, ideas, data, research, results, reports, drawings, techniques, specifications, standards, methods and manuals, throughout the world and whether or not registered, and (where applicable) any application to register any of these rights.

Invention means the invention described in the Patent Application, and includes any Improvements to the Invention.

Patent Application means the patent application described in the schedule.

Patent Rights means all patent rights in relation to the Invention throughout the world, including:

- (a) the Patent Application;

- (b) the right to apply, and obtain protection, for a patent (or similar rights) in all countries or regions of the world, including any application under the Patent Cooperation Treaty;
- (c) the right to claim priority under any international convention or agreement from any application for a patent (or similar rights), whether filed before, upon or after the Effective Date; and
- (d) the rights conferred by such protection when granted.

Rights of Action means any rights (in the name of the Assignor or Assignee) to bring or defend any claim or proceedings in relation to the Assigned Rights, including any such rights which may have accrued prior to execution of this deed.

Works means any drawings, specifications, processes, schedules, techniques, samples, specimens, prototypes, models, photographs, designs, descriptions, formulae, research and development results, test results, other technical information, computer programs and other materials describing the use of or otherwise relating to the Invention, whether in material form or otherwise, and includes any Improvements to the Works.

1.2. Interpretation. In this deed, unless the context indicates otherwise:

- (a) headings are for convenience only and do not affect this deed's interpretation;
- (b) references to a **party** include that party's successors and permitted assigns;
- (c) each defined expression has the meaning corresponding to that definition throughout this deed;
- (d) references to the singular includes the plural and vice versa;
- (e) references to a gender includes the other genders; and
- (f) the use of the terms **includes** or **including** does not imply any limitations.

2. ASSIGNMENT

2.1. Assignment. With effect from the Effective Date and in consideration of the payment by the Assignee of the sum of \$1 (the receipt and sufficiency of which the Assignor acknowledges), the Assignor assigns to the Assignee all of the Assignor's right, title and interest in and to the Assigned Rights throughout the world.

2.2. Further Assurances. The Assignor will execute all documents and perform any other acts that may be necessary or desirable to perfect or confirm the Assignee's ownership of the Assigned Rights, or otherwise give effect to the intent of this deed, at any time and at the Assignee's cost.

3. WARRANTIES

3.1. Assignor's Warranties. The Assignor warrants that:

- (a) the Assignor has the legal right and authority, and has taken all necessary actions, to enter into and perform its obligations under this deed; and

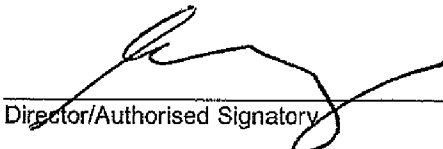
- (b) to the best of the Assignor's knowledge, the Assigned Rights are assigned to the Assignee free from any Encumbrances.

4. GENERAL

- 4.1. **Law and Jurisdiction.** This deed is governed by, and construed in accordance with, the law of New Zealand. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the New Zealand courts in connection with this deed.
- 4.2. **Counterparts.** This deed may be signed in counterparts (including by facsimile copy or copy sent by email in PDF format), and such copies may be relied upon by the other party as though it were an original copy. All executed counterparts together will constitute one document.

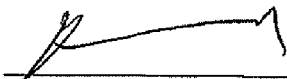
SIGNATURES

SIGNED for and on behalf of
COMPAC SORTING EQUIPMENT LIMITED
by:

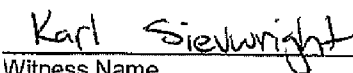


Director/Authorised Signatory

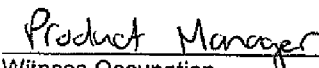
Director/Authorised Signatory



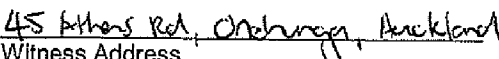
Witness Signature



Witness Name

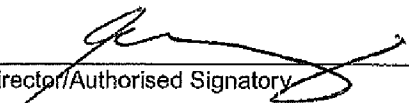


Witness Occupation

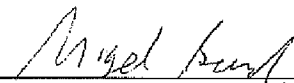


Witness Address

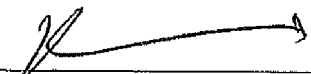
SIGNED for and on behalf of
COMPAC TECHNOLOGIES LIMITED by:



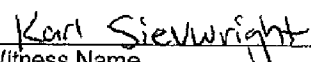
Director/Authorised Signatory



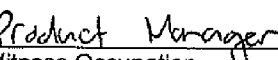
Director/Authorised Signatory



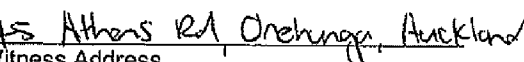
Witness Signature



Witness Name



Witness Occupation



Witness Address

SCHEDULE

PATENT APPLICATION

Baldwins Ref:	Application No.	Title of Invention	Description	Application Date	Country
509939PCTPR	PCT/NZ2013/000129	An Article Carrier Apparatus	Flow control (metered infeed) – especially for article including fruit carriers for use in grading, in which the distribution of articles to multiple carrier lanes is controlled to increase overall capacity.	19 July 2013	Patent Cooperation Treaty (PCT)