

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4189070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
NAPA VALLEY			10/10/2016
RECEIVING PARTY DATA			
Name:	AEROSLEEP		
Street Address:	WATERKERINGSTRAAT 21		
City:	EREMBODEGEM		
State/Country:	BELGIUM		
Postal Code:	9320		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	8474071		
Patent Number:	9179785		
CORRESPONDENCE DATA			
Fax Number:	(949)760-9502		
<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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Email:	efiling@knobbe.com		
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ATTORNEY DOCKET NUMBER:	BAP079.000GEN		
NAME OF SUBMITTER:	CHE SWYDEN CHERESKIN, PH.D.		
SIGNATURE:	/Che S. Chereskin/		
DATE SIGNED:	12/16/2016		
Total Attachments: 3			
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DEED OF ASSIGNMENT

BETWEEN:

NAPA VALLEY, Limited Liability Company under Luxembourg law with headquarters located at boulevard Royal 25A, L-2449 Luxembourg.

hereinafter referred to as **Assignor**,

and

AEROSLEEP, Limited Liability Company, with headquarters located at Waterkeringstraat 21 - 9320 EREMBODEGEM, Belgium.

hereinafter referred to as **Assignee**,

considering that,

Assignor has rights to the following Patent Applications and Patents (hereinafter 'the Patents'):

- The South African patent n° 2012/04227 issued on 27 February 2013, derived from WO 2011/080457, filed on 15 December 2010.
- The Australian patent n° 2010338123 issued on 26 February 2015, derived from WO 2011/080457, filed on 15 December 2010.
- The Brazilian patent application n° BR112012014755-2, derived from WO 2011/080457, filed on 15 December 2010.
- The European patent application n° EP 10 805 813.2, published under the n° EP 2 512 294, derived from WO 2011/080457, filed on 15 December 2010.
- The French patent n° FR 09 58979, issued on 2 March 2012.
- The Japanese patent n° 5646648, issued on 14 November 2014, derived from WO 2011/080457, filed on 15 December 2010.
- The Mexican patent n° 329570, issued on 21 April 2015, derived from WO 2011/080457, filed on 15 December 2010.
- The United States patent n° 8,474,071, issued on 2 July 2013, derived from WO 2011/080457, filed on 15 December 2010.
- The European patent EP 2 534 981, issued on 26 March 2014 in Germany, Ostrich, Belgium, Spain, France, United Kingdom, Ireland, Italy, Luxembourg, Monaco, Netherlands, Portugal and Sweden.
- The United States patent n° 9,179,785, issued on 10 November 2015.

Assignee wishes to acquire the Patent Application and Patents;

Assignors wish to transfer the Patent Application and Patents to Assignee;



Declare to have agreed as follows:

Article 1 – Guarantees

The Assignor declares to be the sole holder and owner of the Patents or in the case he currently is not the registered owner of the Patents, that he will take the necessary steps to duly and without delay register the transfer of rights as specified in and evidenced by Annex I in the corresponding patent registers. The cost of such registration is at the expense of the Assignor and the registration of rights will be duly executed within 10 days after this Agreement has entered into force. The Assignor will inform the Assignee of the progress of the registration of the rights without any delay, and will produce prompt evidence of any such registrations when requested by the Assignee. Any delay in the registration of the rights or failure to do so within the time limit prescribed, may result in the rescission of this Agreement and financial compensation for the Assignee.

The Assignor declares that it has not granted any licenses, total or partial transfer at any person or entity whatsoever, the Patent are free of any pledge, right of lien or other.

The Assignor claimed to have no dispute regarding the ownership of the patents.

Article 2 – Object

The Assignor transfers to the Assignee who accepts the full ownership of the Patents and all rights and privileges attached.

Article 3 - Scope of the assignment

The Assignee shall enjoy, from signing the contract, of all rights attached to the patents, in all the territories in which those patents are in force.

The Assignee will be entitled to undertake, resume or continue, in its name, risks and profits, as plaintiff or defendant, all rights, instances, procedures or actions related to the assigned Patents, including the right to sue judicially any previous or future fraud.

Article 4 – Transfer price

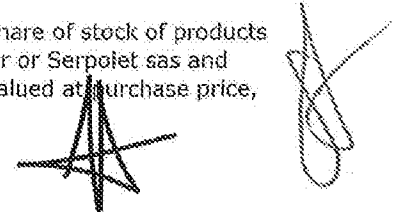
This assignment will be accompanied by a payment of the total sum of € 800.000,00.

An upfront fee of 600.000,00 € will be paid by the Assignee within a period of three business days after the present Agreement has entered into force. The remaining sum of 200.000 € minus any costs and amounts as specified in Article 4 will be paid no later than 31 January 2017.

The Assignor agrees to deduce from the remaining sum to be paid by the Assignee any such fees or costs incurred relating to the grant and validation of EP 2 512 294 in those countries selected by the Assignee and performed by a representative chosen by the Assignee. The Assignee shall provide the Assignor with the necessary evidence with regard to the costs incurred if requested by the Assignor. The cost relating to the validation of EP 2 512 294 will not exceed € 20.000,00.

The Assignor also agrees to deduce from the remaining sum to be paid by the Assignee any such fees or costs incurred relating to the prosecution up to and including the grant of Brazilian patent application BR112012014755-2 and Canadian application CA 2 783 848. Any costs incurred after 31 January 2017 by the Assignee in view of the prosecution and grant of the latter rights will be reimbursed by the Assignor. In that case, the Assignee will present to the Assignor proof of the costs incurred.

The Assignor agrees to reimburse to the Assignee the total value of any share of stock of products relating to the MagicBed® product range and purchased from the Assignor or Serpoiet sas and which remained unsold by 31 January 2017. Such unsold share shall be valued at purchase price,



as evidenced by invoice FA150122 in Annex II. The total value of the unsold share shall be deducted by the Assignee from the remaining sum to be paid by the due date of 31 January 2017. The Assignee shall provide the Assignor with evidence regarding the unsold share, if requested by the Assignor.

The Assignor agrees to reimburse to the Assignee any costs incurred by the Assignee which relate to client returns of the MagicBed® product range for any sales which took place prior to 1 September 2015 and which have been returned to the Assignee or for which a client complaint has been received by 31 January 2017. The total value of any such incurred costs shall be deducted by the Assignee from the remaining sum to be paid by the due date of 31 January 2017. The Assignee shall provide the Assignor with evidence regarding the costs incurred, if requested by the Assignor.

Article 5 – Entering into force

This agreement will enter into force upon signature hereof, the date at which the transfer of ownership of the Patents will occur.

Article 6 – Registration

The Assignee takes the necessary steps to register the assignment to the various offices at their own expense. All powers are given, in original, to the Assignor, in order to be able to effectuate the registration.

Article 7 – Applicable law

This agreement is subject to the Belgian law. The Belgian courts shall have exclusive jurisdiction over any dispute between the parties in connection with this Agreement.

Signed by Assignor at

Place:

Paris, le 10 octobre 2016

Date:

Signature:

Jérôme TRICAULT

Function:

Annex I

Annex II

Jerome Tricault - Gerant

Signed by Assignee at

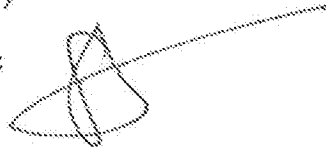
Place:

Paris

Date:

10/10/2016

Signature:



Steven VANBELLE

Function:

(v. l. l. l.)
Managing Director