

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4406471

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SPRINGFREE NEW ZEALAND LIMITED	01/25/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TGOMA NZ LIMITED
<b>Street Address:</b>	329 DURHAM STREET
<b>Internal Address:</b>	CHRISTCHURCH CENTRAL
<b>City:</b>	CHRISTCHURCH
<b>State/Country:</b>	NEW ZEALAND
<b>Postal Code:</b>	8013
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14654654
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)563-4044
<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>	215-563-4100
<b>Email:</b>	vpace@ddhs.com
<b>Correspondent Name:</b>	VINCENT T. PACE
<b>Address Line 1:</b>	1601 MARKET STREET
<b>Address Line 2:</b>	SUITE 2400
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103-2307
<b>ATTORNEY DOCKET NUMBER:</b>	0074-P05676US01
<b>NAME OF SUBMITTER:</b>	VINCENT T. PACE
<b>SIGNATURE:</b>	/VINCENT T. PACE/
<b>DATE SIGNED:</b>	05/10/2017
<b>Total Attachments: 7</b>	
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**JOHN ROBERT HOWE**

**SPRINGFREE NEW ZEALAND LIMITED**

**BOARD & BATTEN INTERNATIONAL INC**

**TGOMA NZ LIMITED**

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**DEED OF ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS**

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## PARTIES

**JOHN ROBERT HOWE**, a New Zealand citizen of 41 Wayside Avenue, Burnside, Christchurch, New Zealand (**First Assignor**)

**SPRINGFREE NEW ZEALAND LIMITED**, a New Zealand company whose registered office is located at 329 Durham Street, Christchurch Central, Christchurch 8013, New Zealand (**Second Assignor**)

**BOARD & BATTEN INTERNATIONAL INC**, of c/- International Management Services Ltd, Harbour Centre, 4<sup>th</sup> Floor, North Church Street, Georgetown, Cayman Islands (**Third Assignor**)

**TGOMA NZ LIMITED**, a New Zealand company whose registered office is located at 329 Durham Street, Christchurch Central, Christchurch 8013, New Zealand (**Assignee**)

## INTRODUCTION

- A. The First Assignor has devised or contributed to the Invention.
- B. By an assignment dated 3 December 2014 the First Assignor assigned some rights in the invention to the Second Assignor and the Second Assignor assigned some rights in the invention to the Third Assignor.
- C. The First, Second and Third Assignors agree that the Assignee should be the legal and beneficial owner of all rights in the Invention and the Intellectual Property Rights.

## COVENANTS

### 1. DEFINITIONS

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- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

**Copyright** means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and
- (b) any database rights,

comprising or relating to the Invention as may exist anywhere in the world;

**Design Rights** means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) any unregistered design rights; and
- (d) any semi-conductor topography or integrated circuit layout rights;

**Intellectual Property Rights** means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

**Invention** means any and all inventions the subject of the Patent Application as improved, modified, developed or amended at any time up to the date of signing of this deed;

**Patent Applications** means the patent applications identified in the Schedule; and

**Patent Rights** means all patent rights in and to the Invention as may exist or come into existence anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Applications together with:
  - (i) any patent that may be granted pursuant to the Patent Application; and
  - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Application in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

## **2. ASSIGNMENT**

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2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Second Assignor to the First Assignor, and by the Second Assignor to the Third Assignor, and by the Assignee to the Second Assignor, the receipt and sufficiency of which is in each case hereby acknowledged, the First and Third Assignors hereby assign to the Second Assignor absolutely, and the Second Assignor then hereby assigns to the Assignee absolutely, all of their rights, title and interest in and to:

- (a) the Invention; and
- (b) the Intellectual Property Rights.

2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.

## **3. FURTHER ACTIONS**

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3.1 If requested by any Assignee any Assignor will, at the requesting Assignor's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to give effect to the assignment in this deed and to enable the Third Assignee to prosecute, maintain, renew, enforce and defend the Intellectual Property Rights.

## **4. GENERAL**

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4.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.

4.2 **Facsimile counterparts:**

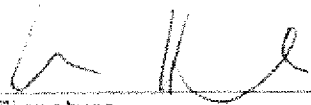
- (a) This deed may be executed in any number of counterparts (including facsimile copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

4.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New

Zealand as the forum for proceedings on the grounds of forum non-  
conveniens or any similar grounds.


**SIGNED AS A DEED**

**SIGNED** by **JOHN ROBERT HOWE** in the  
presence of:

  
Signature

Date 25 Jun 2015

**WITNESS**


Signature: 

Name: Edward Dalley

Address: 5 Tironea Lane

Occupation: Software Engineer


**SIGNED** by **SPRINGFREE NEW  
ZEALAND LIMITED** in the presence of:

  
Signature

RALPH DOUGLAS HALL  
Name of Director

25 / 1 / 16  
Date

**WITNESS**

Signature: 

Name: Edward Dalley

Address: 5 Tironea Lane, Halsbury

Occupation: Software Engineer

SIGNED by BOARD & BATTEN  
INTERNATIONAL INC by:

D.A. Jan Goodall  
Signature of Director

N.D. Nominees Ltd  
Name of Director

Date  
D.A. Jan Goodall  
Signature of Director

N.S. Nominees Ltd  
Name of Director

Date

SIGNED by TGOMA NZ LIMITED in the  
presence of:

[Signature]  
Signature

Ralph Dennis Hill  
Name of Director

25/1/11  
Date

**WITNESS**

Signature: [Signature]

Name: Edward Dalley

Address: 5 Trowan Lane

Occupation: Software Engineer



**SCHEDULE**  
**PATENT APPLICATION**

<b>Country</b>	<b>Application No.</b>	<b>Title</b>	<b>Date Filed</b>
United States	61/740549	Method and system of measuring an activity of a person on a flexible mat of a trampoline	21 December 2012
Australia	2013101110	Apparatus for indicating an activity of a person on a flexible mat of a trampoline	21 August 2013
PCT International	PCT/NZ2013/000245	Method and system of measuring an activity of a person on a flexible mat of a trampoline	20 December 2013
Canada	2896992	Method and system of measuring an activity of a person on a flexible mat of a trampoline	20 December 2013
China	201380073318.6	Method and system of measuring an activity of a person on a flexible mat of a trampoline	20 December 2013
United States	14/654654	Method and system of measuring an activity of a person on a flexible mat of a trampoline	20 December 2013
Australia	2013364504	Method and system of measuring an activity of a person on a flexible mat of a trampoline	20 December 2013
Europe	13865791.1	Method and system of measuring an activity of a person on a flexible mat of a trampoline	20 December 2013
India	2195/KOLNP/2015	Method and system of measuring an activity of a person on a flexible mat of a trampoline	20 December 2013
New Zealand	710235	Method and system of measuring an activity of a person on a flexible mat of a trampoline	20 December 2013