

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4427433

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EXACTUS LIMITED	06/27/2014
RECEIVING PARTY DATA	
Name:	FORMWAY FURNITURE LIMITED
Street Address:	43B SEAVIEW ROAD
City:	LOWER HUTT, WELLINGTON
State/Country:	NEW ZEALAND
Postal Code:	5010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15602959
CORRESPONDENCE DATA	
Fax Number:	(801)328-1707
<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:	801-533-9800
Email:	dwilson@wnlaw.com
Correspondent Name:	WORKMAN NYDEGGER
Address Line 1:	60 EAST SOUTH TEMPLE
Address Line 2:	SUITE 1000
Address Line 4:	SALT LAKE CITY, UTAH 84111
ATTORNEY DOCKET NUMBER:	14684.136.1 EXAC TO FORM
NAME OF SUBMITTER:	DANA L. TANGREN
SIGNATURE:	/dana l. tangren/
DATE SIGNED:	05/23/2017
Total Attachments: 8	
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LEON HARLEY CRAZE

JON LEONARD FIFIELD

EXACTUS LIMITED

FORMWAY FURNITURE LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PARTIES

LEON HARLEY CRAZE, a New Zealand citizen of 51 Riverside Drive, Waiwhetu, Lower Hutt 5010, New Zealand, formerly residing at 23 Bandipur Terrace, Broadmeadows, Wellington, New Zealand (**First Assignor**)

JON LEONARD FIFIELD, a New Zealand citizen of 19A Witako Street, Epuni, Lower Hutt 5011, New Zealand, formerly residing at 18 Anderson Grove, Lower Hutt, Wellington, New Zealand (**Second Assignor**)

EXACTUS LIMITED, a New Zealand company whose registered office is located at Unit 19, 55 Percy Cameron Street, Avalon, Lower Hutt 5011, New Zealand, and whose registered office was formerly located at Level 1, 5 Bouverie Street, Petone, Lower Hutt, Wellington, New Zealand (**Third Assignor**)

FORMWAY FURNITURE LIMITED, a New Zealand company whose registered office is located at 43b Seaview Road, Lower Hutt, Wellington 5010, New Zealand (**Assignee**)

INTRODUCTION

- A. The First and Second Assignors devised or contributed to the Invention either during the course of employment or under a commission from the Third Assignor.
- B. The Assignors acknowledge that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. Under a deed of assignment dated 7 November 2012, the Assignors assigned to the Assignee all of their rights, title and interest in and to the Invention and Intellectual Property Rights (**Assignment Deed**).
- D. The parties have agreed to confirm such assignment under the Assignment Deed, and, to the extent that any Assignor now holds any right, title and interest in the Invention and the Intellectual Property Rights, the Assignors have agreed to assign, and the Assignee has agreed to accept, the Invention and such Intellectual Property Rights subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

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

Assignors means the First Assignor, Second Assignor and Third Assignor;

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 Application means the patent application 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 Application 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

- 2.1 **First and Second Assignors:** In consideration of the sum of NZ\$1.00 paid by the Third Assignor to each of the First and Second Assignors and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the First and Second Assignors, the First and Second Assignors hereby assign to the Third Assignor absolutely all of their rights, title and interest in and to:
- (a) the Invention; and
 - (b) the Intellectual Property Rights,
- to the extent that the First and Second Assignors hold any rights, title and interest.
- 2.2 **Third Assignor:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Third Assignor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Third Assignor, the Third Assignor hereby:
- (a) confirms the assignment by it to the Assignee of all of its rights, title and interest in, and to, the Invention and the Intellectual Property under the Assignment Deed; and
 - (b) assigns to the Assignee absolutely all of its rights, title and interest in and to:
 - (i) the Invention; and
 - (ii) the Intellectual Property Rights,
- to the extent that the Third Assignor holds any such rights, title and interest.
- 2.3 **Effective date:** The assignments affected by clauses 2.1 and 2.2 are effective as of 7 November 2012.
- 2.4 **Rights of action:** The assignments effected by clauses 2.1 and 2.2(b) 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.
- 2.5 **Moral rights:** The Assignors waive all of their moral rights arising from the Invention throughout the world, to the extent that they may lawfully do so.

3. GENERAL

- 3.1 **Further actions:** If requested by the Assignee, each of the Assignors will, at the Assignee'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 Assignee to prosecute, maintain, renew, enforce and defend the Intellectual Property Rights.

3.2 **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.


3.3 **Counterparts:**

- (a) This deed may be executed in any number of counterparts (including facsimile and electronic 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 and electronic copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.


3.4 **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.

SIGNED AS A DEED

SIGNED by **LEON HARLEY CRAZE** in the presence of:


Signature
27/06/2014
Date

WITNESS

Signature: 
Name: Damon Buwelle
Address: 8A Clutha Ave, Khandallah, Wellington
Occupation: IP Manager

SIGNED by JON LEONARD FIFIELD in
the presence of:

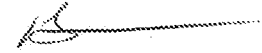
Signature


27-6-14

Date

WITNESS

Signature:



Name:

BRADLEY BROWN

Address:

30 STOLIN ST. DOULCOTT

Occupation:

DESIGN ENGINEER

SIGNED by EXACTUS LIMITED by:

Signature of Director



JON FIFIELD

Name of Director

27-6-14

Date

Signature of Director



PETER WILCOCK

Name of Director

27-6-14

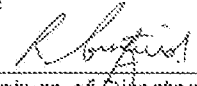
Date

SIGNED by FORMWAY FURNITURE
LIMITED by:


Signature of Director

MARK PENNINGTON
Name of Director

23.07.14
Date


Signature of Director

RICHARD GEORGE CUTFIELD
Name of Director

23.07.14
Date

**SCHEDULE
PATENT APPLICATION**

Country	Application No.	Title	Date Filed
PCT	PCT/NZ2012/000179	Chair and supports	4 October 2012