

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4661035

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ANDREW LEO HAYNES	04/13/2012
CHRISTOPHER CHARLES MORROW	04/13/2012
MICHAEL JOHN SUMNER	04/13/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	LAKE PRODUCTS LIMITED
<b>Street Address:</b>	9C BEATRICE TINSLEY CRESCENT, ROSEDALE
<b>City:</b>	AUCKLAND
<b>State/Country:</b>	NEW ZEALAND
<b>Postal Code:</b>	0632
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14381441
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)672-5399
<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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<b>Address Line 4:</b>	WASHINGTON, D.C. 20007-5109
<b>ATTORNEY DOCKET NUMBER:</b>	106337-0109
<b>NAME OF SUBMITTER:</b>	JOHN M. LAZARUS
<b>SIGNATURE:</b>	/John M. Lazarus/
<b>DATE SIGNED:</b>	10/27/2017
<b>Total Attachments: 6</b>	
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**PATENT**

**REEL: 043965 FRAME: 0255**

ANDREW LEO HAYNES

CHRISTOPHER CHARLES MORROW

MICHAEL JOHN SUMNER

LAKE PRODUCTS LIMITED

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DEED OF ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS

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## PARTIES

**ANDREW LEO HAYNES** a New Zealand citizen of 235 Vipond Road, Stanmore Bay, Whangaparaoa, New Zealand ("First Assignor")

**CHRISTOPHER CHARLES MORROW**, a New Zealand citizen of 38 Clark Road, Papakura, Auckland 2113, New Zealand ("Second Assignor")

**MICHAEL JOHN SUMNER**, a New Zealand citizen of 16a Alton Avenue, Hillcrest, North Shore ("Third Assignor")

**LAKE PRODUCTS LIMITED**, a New Zealand company whose registered office is located at 9 Neaptide Close, Red Beach, Red Beach 0932, New Zealand ("Assignee")

## INTRODUCTION

- A. The Assignors have devised or contributed to the Invention either during the course of employment with the Assignee or under a commission from the Assignee.
- 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. Each of the Assignors has 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 and the Second 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 described in the Schedule as improved, modified, developed or amended at any time up to the date of signing of this deed; 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; and
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted.

## 2. ASSIGNMENT

2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to each of the Assignors, the receipt and sufficiency of which is hereby acknowledged by the Assignors, the Assignors hereby assign 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.

2.3 **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. FURTHER ACTIONS

3.1 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.

4. GENERAL

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 ANDREW LEO HAYNES in  
the presence of:

Signature

Date

13/08/12

WITNESS

Signature:

Name:

Address:

Occupation:

*[Signature]*  
Jeremy David Nobbs  
500 Auckland  
Solicitor

SIGNED by CHRISTOPHER CHARLES MORROW in the presence of:

Signature

Date

13/04/12

WITNESS

Signature:

Name:

Address:

Occupation:

*[Signature]*

Jeremy David Nobbs

Auckland

Solicitor

SIGNED by MICHAEL JOHN SUMNER in the presence of:

Signature

Date

13/04/12

WITNESS

Signature:

Name:

Address:

Occupation:

*[Signature]*

Jeremy David Nobbs

Auckland

Solicitor

SIGNED by LAKE PRODUCTS LIMITED by:

Signature of Director

Name of Director

*[Signature]*  
Andrew Haynes

WITNESS

Signature:

Name:

Address:

Occupation:

*[Signature]*

Jeremy David Nobbs

Auckland

Solicitor

SCHEDULE  
INVENTION

Country	Application No.	Title	Date Filed
New Zealand	598551	AN ESCUTCHEON	2 March 2012