

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4738660

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PIUSH SHASHIKANT SONI	12/13/2017
RECEIVING PARTY DATA	
Name:	NKD EUROPE LIMITED
Street Address:	81 LONDON ROAD
City:	LEICESTER
State/Country:	UNITED KINGDOM
Postal Code:	LE2 0PF
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29573670
CORRESPONDENCE DATA	
Fax Number:	(414)277-0656
<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:	4142716560
Email:	mkeipdocket@michaelbest.com
Correspondent Name:	MICHAEL BEST & FRIEDRICH LLP
Address Line 1:	100 EAST WISCONSIN AVENUE, SUITE 3300
Address Line 4:	MILWAUKEE, WISCONSIN 53202-4108
ATTORNEY DOCKET NUMBER:	211464-9001-US00
NAME OF SUBMITTER:	ELIAS R. SWANSON
SIGNATURE:	/Elias R. Swanson/
DATE SIGNED:	12/18/2017
Total Attachments: 5	
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DATED 13..... DECEMBER 2017

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

between

NKD EUROPE LTD

and

PIUSH SHASHIKANT SONI

THIS DEED is dated.....¹³.....December 2017

PARTIES

- (1) Piush Shashikant Soni of 30 Stoughton Road, Oadby, Leicester, LE2 4FL, United Kingdom. (**Assignor**).
- (2) NKD Europe Ltd incorporated and registered in England and Wales under company registration no 08410701 whose registered office is at 81 London Road, Leicester LE2 0PF, United Kingdom (**Assignee**).

BACKGROUND

The Assignor owns all the intellectual property rights in the Materials (as defined below). The Assignor has agreed to assign to the Assignee all the intellectual property rights in the Materials on the terms set out in this agreement.

AGREED TERMS

1. **INTERPRETATION**

The definitions and rules of interpretation in this clause apply in this agreement.

Assigned Rights: all Intellectual Property Rights owned by the Assignor arising from work done on the Materials which are capable of subsisting, including without limitation the bottle designs and design applications in Schedule A.

Intellectual Property Rights: designs, patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Materials: water filtration technology and water filtration devices and all related accessories including but not limited to the nkd POD, nkd POD+ and nkd LIFE bottles.

2. **ASSIGNMENT**

2.1 In consideration of the final settlement of all invoices and monies owed to the Assignor (receipt of which the Assignor expressly acknowledges) in respect of the Materials, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights and the right to sue for and recover damages and other remedies in respect of any infringement of or acts of passing off in respect of the Assigned Rights which may have occurred before the date of this agreement.

2.2 The Assignor confirms that the assignment in clause 2.1 above includes but is not limited to the US design patent application referenced in Schedule A and to all other patent applications (including divisional, continuation, continuation-in-part, and reissue applications) based upon said design, and in and to the patent or patents to be granted thereon, to the full end of the term or terms for

which said patent or patents may be granted. The Commissioner of Patents and Trademarks of the United States is hereby authorized and requested to issue said patent or patents to Assignee.

3. FURTHER ASSURANCE

3.1 The Assignor shall perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests, to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this agreement.

3.2 The Assignor irrevocably appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of clause 3.1.

4. MORAL RIGHTS

The Assignor hereby unconditionally and irrevocably waives all moral rights which it has in the Assigned Rights, including but not limited to the rights set out in sections 77 and 80 of the Copyright Designs and Patents Act 1988.

5. ENTIRE AGREEMENT

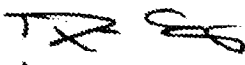
This Agreement sets out the entire agreement and understanding between the Parties and supersedes any previous agreements between them relating to the subject matter of this Agreement.

6. GOVERNING LAW AND JURISDICTION

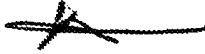
This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.


SIGNED as a DEED by
an authorised signatory of
Piush Shashikant Soni
in the presence of:


)

)
)

W Signature:
I Name:
T Address:
N
E
S
S Occupation:


M. ANDERSON
PARKSHOT HOUSE
5 KAW RD.
RICHMOND.
TW9 2PR.
COMMUNITY ASSOCIATE.

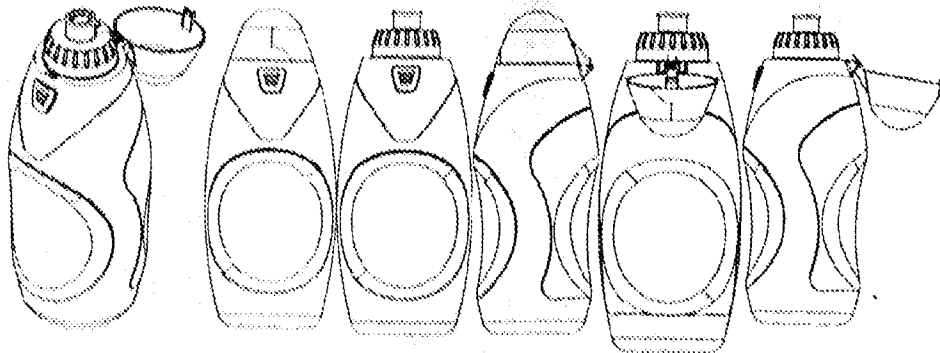
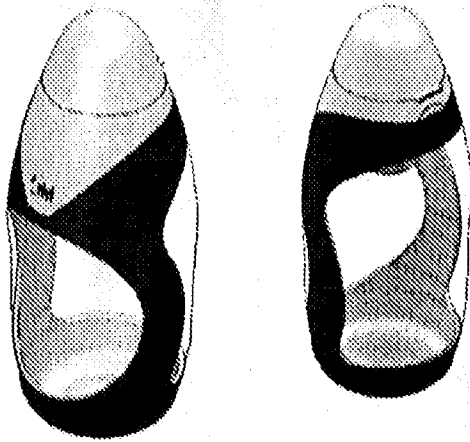
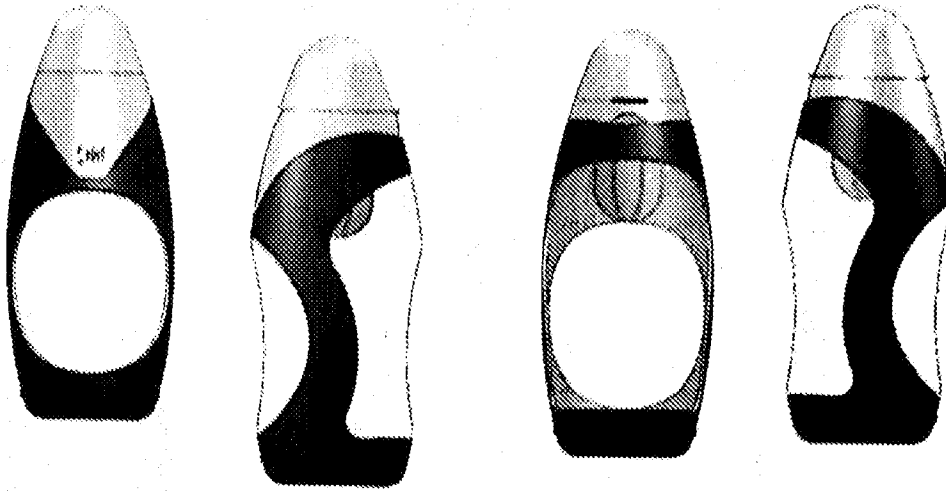
SIGNED as a DEED by
an authorised signatory of
Nikunj Soni
Director of nkd EUROPE Ltd
in the presence of:

)

)
)

W Signature: 
I Name: Keshan Singh
T Address:
N Sa chilton road
E Richmond
S
S Occupation: Pharmacist.

Schedule A

1. Bottle designs



2. US Design Patent

US Design Patent No. 29/573670 filed on 9 August 2016