

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4800184

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WILLIAM T MCCARTER	11/17/2017
RECEIVING PARTY DATA	
Name:	ADVITEX GMBH
Street Address:	EISENBAHNSTR. 40
City:	ISPRINGEN
State/Country:	GERMANY
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Name:	JOSEPH MAGINNESS
Street Address:	6 MALONE MANOR
City:	BELFAST
State/Country:	NORTHERN IRELAND
Postal Code:	BT9 6SR
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8156938
Patent Number:	8333308
CORRESPONDENCE DATA	
Fax Number:	(602)494-8707
<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:	6024948700
Email:	nissle@nissle.com
Correspondent Name:	TOD R. NISSLE
Address Line 1:	PO BOX 55630
Address Line 4:	PHOENIX, ARIZONA 85078
ATTORNEY DOCKET NUMBER:	1362-P-1 1362-P-2
NAME OF SUBMITTER:	TOD R. NISSLE
SIGNATURE:	/todrnissle/
DATE SIGNED:	01/30/2018

Total Attachments: 4

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PATENT & TRADE MARK ASSIGNMENT

THIS AGREEMENT is made as of the 17th day of November 2017

- 1.) **WILLIAM T. MCCARTER** of 5 Gollan Hill, Fahan, County Donegal, Ireland ("Assignor").
- 2.) **ADVITEX GMBH** incorporated and registered in Germany whose registered office is at Eisenbahnstr. 40, 75228 Ispringen, Germany ("First Assignee");
- 3.) **JOSEPH MAGINNESS** of 6 Malone Manor, Belfast, Northern Ireland, BT9 6SR ("Second Assignee");

All of the above referred to collectively as "All Parties"

WHEREAS the Assignor has agreed to assign one third of the Patents and Trade Marks "Intellectual Property (IP)" as listed in the Schedule below to each of the First and Second Assignees on the terms set out in this Agreement. The Assignor is assigning to the First and Second Assignees 33.3% each the benefit of the Intellectual Property IP including goodwill. The First Assignee, after agreeing and signing a License Agreement, will then be granted, via the Licensing Agreement, an exclusive license to manufacture and distribute all products derived from the Intellectual Property (IP) as listed in the Schedule. The First Assignee will now ensure that all necessary IP costs and any associated agreement costs generated and invoiced will all be paid to the Patent Attorney by the First Assignee over the previous 12 months from the 29th June 2016. As a result of the First and Second Assignees and Assignor agreeing to and signing the Licence Agreement, the First Assignee will pay a Royalty for every product derived from the IP to the Assignor and to the First and Second Assignees. The Assignor will receive a 33.4% share of the value of all royalties generated. The First and Second Assignees will each receive a 33.3% share of the value of all royalties generated.

1. AGREED TERMS

Definitions:-

"Intellectual Property Rights"

means all intellectual property rights including without limitation patents, utility models, trade and service marks, goodwill of the business in trade marks and trade names, trade or business names, design rights, copyright, moral rights and database rights, (whether or not any of these is registered and including any application for registration of any such rights), know-how, confidential information and

trade secrets for the full term of such rights and including any extension to or renewal thereof and all rights or forms of protection of a similar nature or having similar effect to any of these which may exist anywhere in the world;

"Technical Information"

means all technical information relating to the Patents and Trade Marks in the possession or control of the Assignor.

"Patent Attorney"

MacLachlan & Donaldson (Ireland) Limited
2b Clonskeagh Square, Clonskeagh Road,
Dublin 14,
Ireland

2. ASSIGNMENT

In consideration of the sum of Euro 1.00 each paid by the First and Second Assignees to the Assignor the Assignor hereby assigns to each of the First and Second Assignees, as legal and beneficial owner, 33.3% benefit of the Patents and Trade Mark as listed in the Schedule below; including the goodwill in the trade marks

3. RE-ASSIGNMENT

The First Assignee agrees not to assign or re-assign his rights in the Intellectual Property IP without the agreement of the Assignor and the Second Assignee.

4. MANUFACTURING AND DISTRIBUTION

The Assignor or the First and Second Assignees will have no right to manufacture and distribute the IP derived products without the permission of All Parties. For the avoidance of doubt, no Party to this Agreement can independently manufacture and distribute products derived from this IP without the agreement of the other parties.

5. TERMINATION

The License Agreement is to be agreed and signed by each Party. If for any reason the License Agreement is terminated then this Assignment Agreement will be terminated and the First Assignee will re-assign all of its rights back to the Assignor and the second Assignee.

6. SUB-CONTRACTING OF MANUFACTURE AND DISTRIBUTION OF IP DERIVED PRODUCTS

The sub-contracting of manufacture and distribution of IP derived products will only be allowed with the agreement of All Parties.

7. FURTHER ASSURANCE

The Assignor hereby covenants with the First and Second Assignees that the Assignor shall, at the expense of the First Assignee, execute and sign all such instruments, applications and documents and do all such acts and things as may reasonably be required by the First and Second Assignees to enable the First and Second Assignees to enjoy the full benefit of the Intellectual Property Rights assigned by this Agreement.

8. PAYMENT OF IP PATENT ATTORNEY COSTS AND LICENSING

The Assignor is assigning to the First Assignee 33.3% benefit of the IP listed in the Schedule below. The First Assignee, in return for the 33.3% benefit of the IP, will now ensure that all necessary IP costs and any associated agreement costs invoiced by the Patent Attorney over the 12 months from the date of 29th June 2016 will be paid to the Patent Attorney by the First Assignee.

After the 12 months period, all necessary IP costs will be paid by the First Assignee on the basis of advanced royalties, where details of the arrangements of future repayments to the First Assignee will have to be agreed between the Parties.

The Assignor is assigning to the First Assignee 33.3% benefit of the IP listed in the Schedule below. Also in return, the First Assignee, after agreeing and signing the License Agreement with the Assignor and the Second Assignee, will then be granted, via the Licensing Agreement, an exclusive license to manufacture and distribute all products derived from the IP worldwide.

As a result of the First and Second Assignees and Assignor agreeing and signing the License Agreement, the First Assignee will pay a Royalty for every product sold, that has been derived from the IP, to the Assignor and to the First and Second Assignees. The Assignor will receive 33.4% share of the value of all royalties generated. The First and Second Assignees will each receive 33.3% share of the value of all royalties generated.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Ireland and All Parties hereby submit to the exclusive jurisdiction of the Irish Courts.

Handwritten signature
PATENT

SCHEDULE

Patents and Trade Marks

<u>Territory</u>	<u>Patent No.</u>	<u>Date of Filing</u>	<u>Title</u>
United Kingdom	1785118	20 th June 2005	Head Support
United States of America	8,156,938	20 th June 2005	Head Support
Europe	1968412	18 th December 2006	A combination carrier unit and head support apparatus
United Kingdom	1968412	18 th December 2006	A combination carrier unit and head support apparatus
Germany	1968412	18 th December 2006	A combination carrier unit and head support apparatus
France	1968412	18 th December 2006	A combination carrier unit and head support apparatus
United States of America	8,333,308	18 th December 2006	A combination carrier unit and head support apparatus

<u>Trade Mark Description</u>	<u>European Union Trade Mark Number</u>	<u>USA Trade Mark Number</u>
The word "NAPSAC" and symbol	08129058	3852405

Signed by Assignor **William McCarter**

on the 11th day of October 2017

Signed by First Assignee **Frank Otten**

Managing Director for and on behalf of ADVITEX GMBH.

on the 14th day of November 2017

Signed by Second Assignee **Joseph Maginness**

on the 20th day of December 2017