

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4807095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name			Execution Date
KENGO KUMA & ASSOCIATES, INC.			01/19/2018
RECEIVING PARTY DATA			
Name:	AMANRESORTS INTERNATIONAL PTE. LTD.		
Street Address:	1 ORCHARD LANE		
Internal Address:	#05-01, TOURISM COURT		
City:	SINGAPORE		
State/Country:	SINGAPORE		
Postal Code:	247729		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	29635775		
CORRESPONDENCE DATA			
Fax Number:	(614)227-2100		
<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:	6142272000		
Email:	ipdocket@porterwright.com		
Correspondent Name:	PORTER WRIGHT MORRIS & ARTHUR, LLP INTEL		
Address Line 1:	41 SOUTH HIGH STREET		
Address Line 2:	29TH FLOOR		
Address Line 4:	COLUMBUS, OHIO 43215		
ATTORNEY DOCKET NUMBER:	4014619-213288		
NAME OF SUBMITTER:	RICHARD M. MESCHER		
SIGNATURE:	/richard m. mescher/		
DATE SIGNED:	02/02/2018		
Total Attachments: 25			
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THIS CONFIRMATORY ASSIGNMENT AGREEMENT is made on this [19th] DAY OF [January] 2018

BETWEEN

PARTIES:

KENGO KUMA & ASSOCIATES, INC. of 2-24-8, Minamiaoyama, Minatoku Tokyo 107.0062, Japan, (hereinafter referred to as "Assignor");

AND

AMANRESORTS INTERNATIONAL PTE. LTD., a company incorporated under the laws of the Republic of Singapore and having its registered office at 1 Orchard Spring Lane #05-01, Tourism Court Singapore 247729 (hereinafter referred to as "Assignee") which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns.

The Assignor and Assignee are collectively referred to as "Parties" and individually referred to as "Party".

RECITALS:

- (A) The Assignor was commissioned by the Assignee to create certain designs.
- (B) Pursuant to a Design Rights and Copyright Assignment Agreement (defined below), and for the consideration of JPY 3 million paid under Invoice No. K6909-20170427-1 to the Assignor, the Assignor has assigned to the Assignee the Intellectual Property Rights of various product designs defined as "Spa Product Designs" in the Design Rights and Copyright Assignment Agreement.
- (C) By this Agreement, the Parties wish to confirm and set out the particulars of the "Spa Product Designs" under the Design Rights and Copyright Assignment Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1. Definitions

"Effective Date" means 13th October 2017.

"Design Rights and Copyright Assignment Agreement" means the Assignment of Design Rights and Copyright Agreement entered into between the Parties, dated 13 October 2017, a copy of which is appended in Schedule 1.

"Intellectual Property Rights" mean the patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights in compilations, 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.

"Works" mean the category of works defined as "Spa Product Designs" under the Design Rights and Copyright Assignment Agreement, the representations, specifications and further details of which are appended in Schedule 2 and which shall include, but are not limited, to the 3-dimensional proportion, coloration and materiality of such works.

- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The Schedules forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this agreement includes the Schedule.
- 1.5. References to clauses and Schedules are to the clauses and Schedules of this Agreement.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7. This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8. The words "including" or "includes" herein shall always mean "including, without limitation" and "includes, without limitation", respectively.

2. ASSIGNMENT

- 2.1. The Assignor confirms that it has, under the Design Rights and Copyright Assignment Agreement, assigned to the Assignee with effect from the Effective Date, all rights, title and interest in and to the worldwide Intellectual Property Rights embodied in the Works, particulars of which are detailed in the Schedule 2.
- 2.2. If any right, title, interest or goodwill in or to the Works becomes vested in the Assignor (by operation of law or otherwise), the Assignor shall hold the same in trust for and shall, unconditionally assign (with full title guarantee) free of charge, any such right, title interest or goodwill to the Assignee and execute any documents and do (at the Assignor's expense) all acts required by the Assignee for the purpose of confirming such assignment.

3. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

4. SEVERABILITY

If any provisions or part of this Agreement is held to be inapplicable or invalid, amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the inapplicable part or provision but otherwise the provision

and other provisions of this Agreement shall be retained to the maximum extent permissible under applicable law.

5. COUNTERPARTS

- 5.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 5.2. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 5.3. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

6. GOVERNING LAW

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Republic of Singapore.

7. JURISDICTION

Each party irrevocably agrees that the Courts of Singapore shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

8. THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any term of this Agreement.

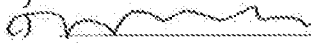
IN WITNESS WHEREOF this Confirmatory Assignment Agreement has been entered into on the date stated at the beginning.

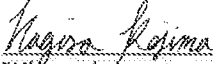
THE ASSIGNOR

SIGNED by

Legal Representative
Minoru Yokoo

for and on behalf of
KENGO KUMA & ASSOCIATES, INC.
in the presence of:


)
)
)
)

Signature



Witness' signature
Name: Nagisa Kojima
NRIC/Passport No.: 1K2700485
Address: Kanagawa, Japan

THE ASSIGNEE

SIGNED by *Shan Tjio (Director)*

for and on behalf of
AMANRESORTS INTERNATIONAL PTE. LTD.
in the presence of:

)
)
)
)

Signature


Witness' signature
Name: Penny Leng
NRIC/Passport No.: 873378462
Address: 401 Orchard Spring Lane #05-01
Singapore 247729

SCHEDULE 1

ASSIGNMENT OF DESIGN RIGHTS AND COPYRIGHT

This ASSIGNMENT is made on the 13th day of October, 2017:

Between

Kengo Kuma & Associates of 2-24-8 Minamiaoyama, Minatoku Tokyo 107.0062, Japan
(hereinafter referred to as "the Designer");

And

Amanresorts International Pte Ltd, a company incorporated in Singapore, with its
place of business at 1 Orchard Spring Lane, #05-01 Tourism Court, Singapore 247729
(hereinafter referred to as "Assignee").

WHEREAS

- (A) The Designer has been commissioned by Assignee to create a collection of distinctive product designs (hereinafter, "the Works") as specified in Annex A wherein Design Rights, Copyright and other intellectual property rights (hereinafter, "IP Rights") subsist.
- (B) Assignee has made payment of JPY 3 million under Designer's Invoice No. K6909-20170427-1 and Designer hereby irrevocably assigns to Assignee all IP Rights (including Design Rights and Copyright) in the Works set out at Item One in Annex A collectively described as "Spa Product Designs".
- (C) Parties have agreed that upon Assignee's payment of the agreed consideration for the remainder of the Works as detailed in Annex A, all IP Rights (including Design Rights and Copyright) in such Works shall automatically be assigned hereunder by the Designer to the Assignee.

IT IS HEREBY AGREED between the Designer and Assignee as follows:

1. In consideration of the Assignee's payment of Designer's Invoice No. K6909-20170427-1, Designer hereby irrevocably assigns to Assignee all IP Rights (including Design Rights and Copyright) in the Works set out at Item One of Annex A collectively described as "Spa Product Designs" and all rights of similar nature in the said Works conferred by the laws in force from time to time in all other parts of the world absolutely free from any third party loan, charge or encumbrance.
2. Upon Assignee's payment of the agreed consideration for the remaining Works in Annex A, all IP Rights (including Design Rights and Copyright) in the remaining Works shall hereunder automatically be irrevocably assigned by Designer to Assignee together with all rights of similar nature in the Works conferred by the laws in force from time to time in all other parts of the world absolutely free from any third party loan, charge or encumbrance.
3. The Designer expressly waives all moral rights in the Works unconditionally.
4. The Designer agrees to refrain from doing the following acts without the express written consent of the Assignee : (a) publishing the Works in any way; (b) commercially exploiting the Works; and (c) industrially applying or disclosing to any third party the Works. Parties hereby acknowledge and agree that any breach of this clause by the Designer shall cause the Assignee irreparable harm for which monetary damages shall not be an adequate remedy and the Designer hereby agrees that in case of such breach of this clause, the Assignee shall be immediately entitled to apply for an injunction against the Designer's continuing or further breach, without the necessity of proof of actual damages. For the avoidance of doubt, the Assignee's right to an injunction is in addition to any other right that the Assignee may have under this Agreement or otherwise at law or in equity.
5. Provided Parties agree that the final manufactured product is a faithful representation of the Work, the Assignee shall be permitted to refer to "Kengo Kuma" as the designer of the Works in sales and marketing materials produced by the Assignee or its affiliate companies in the Aman Group (ie. all companies whose shares are held or beneficially owned, in whole or in part, whether directly or indirectly, by Silverlink Resorts Limited). The Designer shall be permitted to use images of the Works for educational and promotional purposes provided it has obtained the prior written consent of the Assignee, such consent to be obtained on a case-by-case basis for each occasion of use.

6. The Designer warrants to the Assignee as follows in respect of the Works:
 - (a) that the Designer is the creator of the Works and is the sole owner of all IP Rights (including Design Rights and Copyright) in the Works;
 - (b) that the Works were not created pursuant to an agreement between the Designer and a third party for valuable consideration;
 - (c) that the Works are original creations which have not been copied wholly or substantially from any other source; and
 - (d) that the Designer has not entered into any agreement, arrangement or understanding (whether legally enforceable or not) for the assignment, licensing or otherwise permitting the use of the Works which would in any way prevent, restrict or otherwise inhibit the Assignee's freedom to use and exploit the IP Rights (including Design Rights and Copyright) subsisting in the Works.
7. In the event the Works or any part thereof are alleged to infringe the IP Rights of any third party, the Designer hereby undertakes to indemnify and hold harmless the Assignee against all loss, expenses and damages suffered by the Assignee as a result of its commercial exploitation of the Works.
8. The Designer shall execute such further documents and do such further acts as the Assignee may reasonably request from time to time by way of further assurance of the rights assigned pursuant to the provisions of this Assignment.
9. This Assignment is governed by and shall be construed in accordance with Singapore law and both parties shall irrevocably submit to the exclusive jurisdiction of the Singapore courts in relation to any dispute arising out of this Assignment.
10. If and to the extent any provision of this Assignment is held to be illegal, void or unenforceable, such provision shall be given no effect and shall be deemed not to be included in this Assignment but without invalidating any of the remaining provisions of this Assignment.
11. A person who is not a party to this Assignment shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of its terms.

Annex A

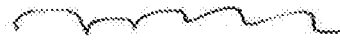
S/No.	Category of Works	Payment due from Assignee to Designer
1.	Series of Spa Product Bottle Designs (comprising at least 4 bottles and 3 jar sizes) and series of product designs for other spa-related products (such as candle holder, diffuser bottles, room spray bottles). - All collectively referred to as "Spa Product Designs"	3,000,000 JPY – PAID under Designer's Invoice No. K6909-20170427-1
2.	Cologne Bottle Design with Packaging Design.	5,000,000 JPY
3.	Travel Gift Bag	[to be confirmed]

Annex A

S/No.	Category of Works	Payment due from Assignee to Designer
1.	Series of Spa Product Bottle Designs (comprising at least 4 bottles and 3 jar sizes) and series of product designs for other spa-related products (such as candle holder, diffuser bottles, room spray bottles). - All collectively referred to as "Spa Product Designs"	3,000,000 JPY -- PAID under Designer's Invoice No. K6909-20170427-1
2.	Cologne Bottle Design with Packaging Design.	5,000,000 JPY
3.	Travel Gift Bag	[to be confirmed]


IN WITNESS WHEREOF this agreement has been executed by the above-mentioned parties the day and year first above written.

SIGNED by Minoru Yokoo)
Minoru Yokoo)
Legal Representative)
For and on behalf of)
Kengo Kuma & Associates)


.....
Signature September 29th, 2017
Tokyo, Japan

Name of witness: Nagisa Kojima)
Passport No: TK2900485)

SIGNED by Shan Tjio)
[insert name])
[insert position] Director)
For and on behalf of)
Amanresorts International)
Pte Ltd)

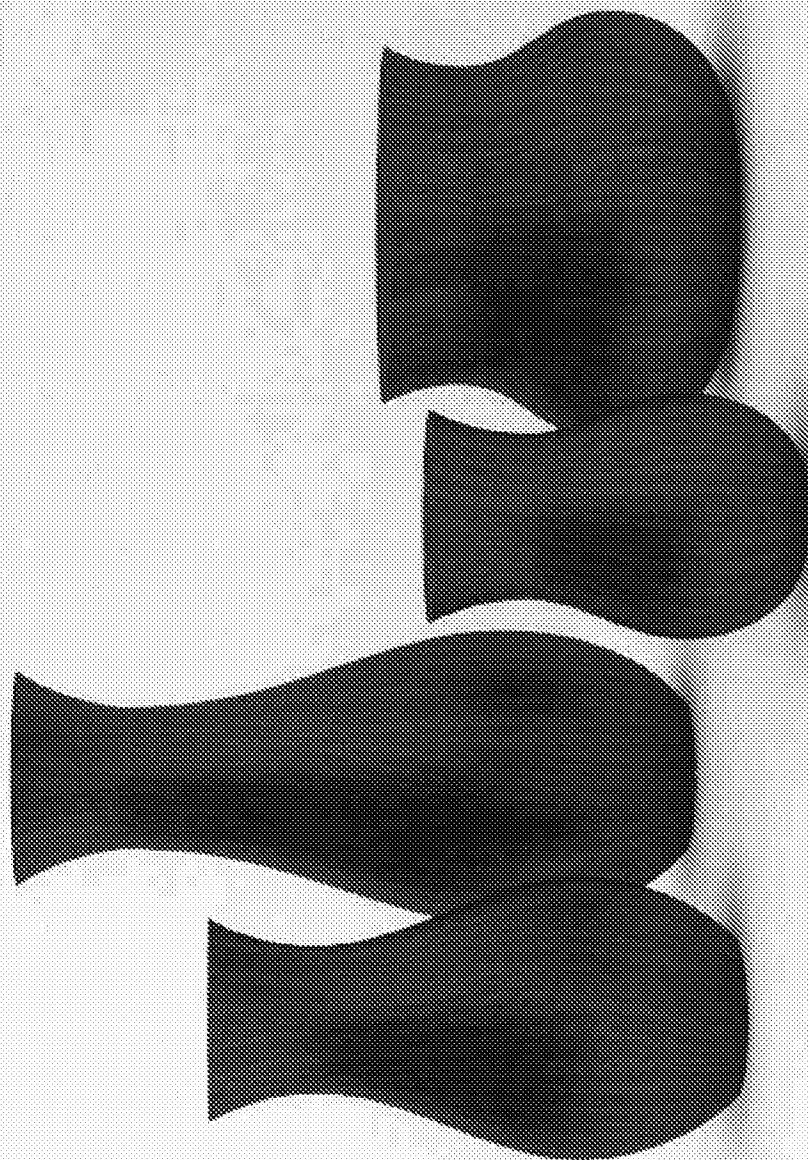

.....
Signature
13 October 2017
Singapore

Name of witness: Penny Leng)
Passport No: E5799146N)

SCHEDULE 2

A M A N S P A
B O T T L E D E S I G N

KENGO KUMA & ASSOCIATES 2016.09.19



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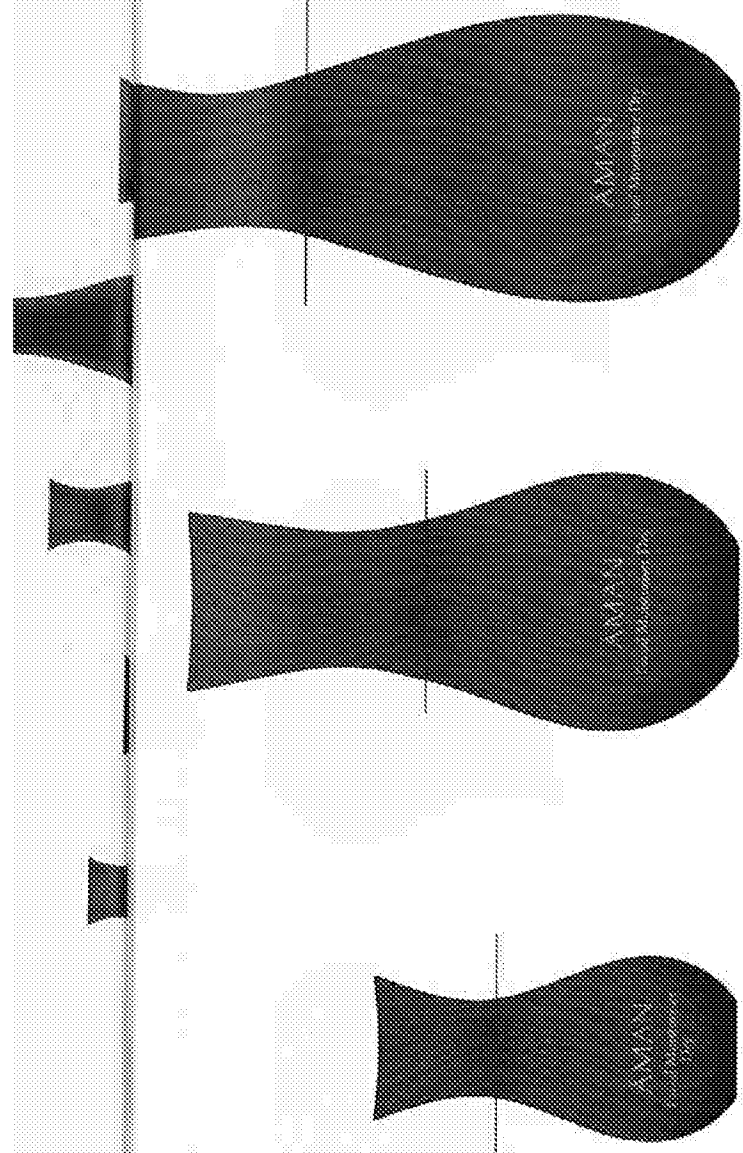
PATENT

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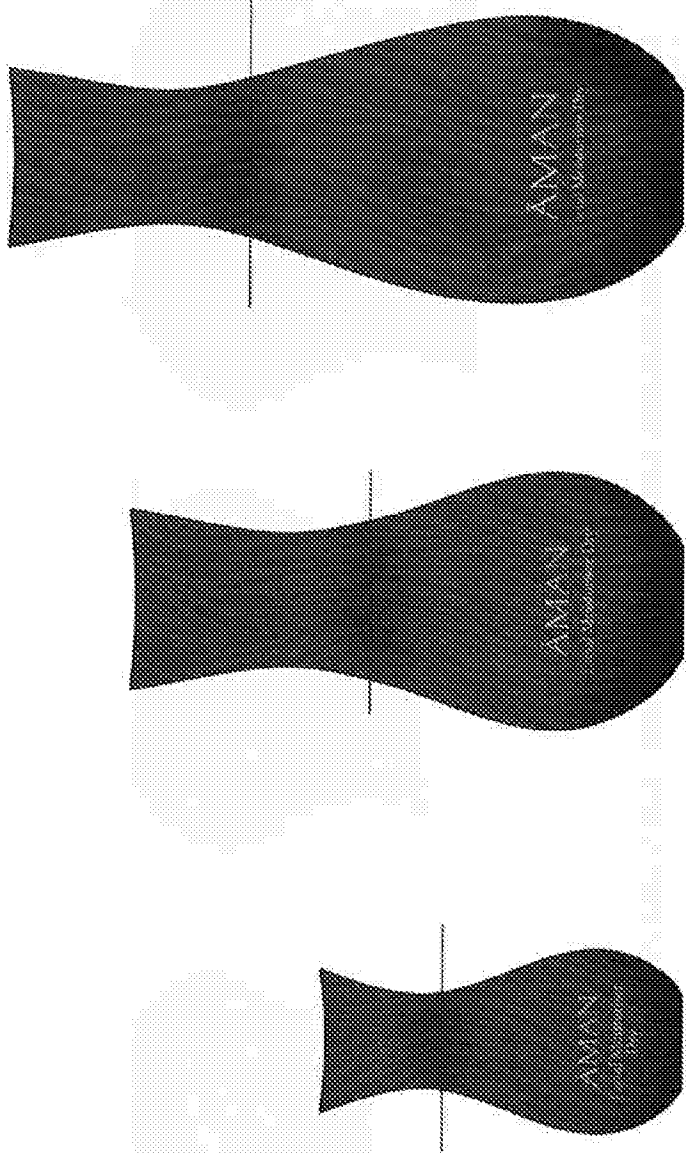
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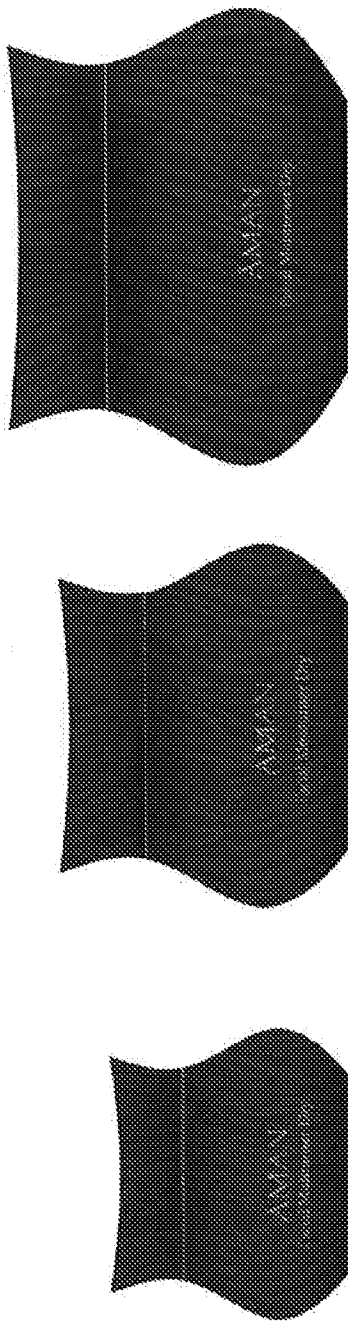
OPTION A
SAME UP

PATENT
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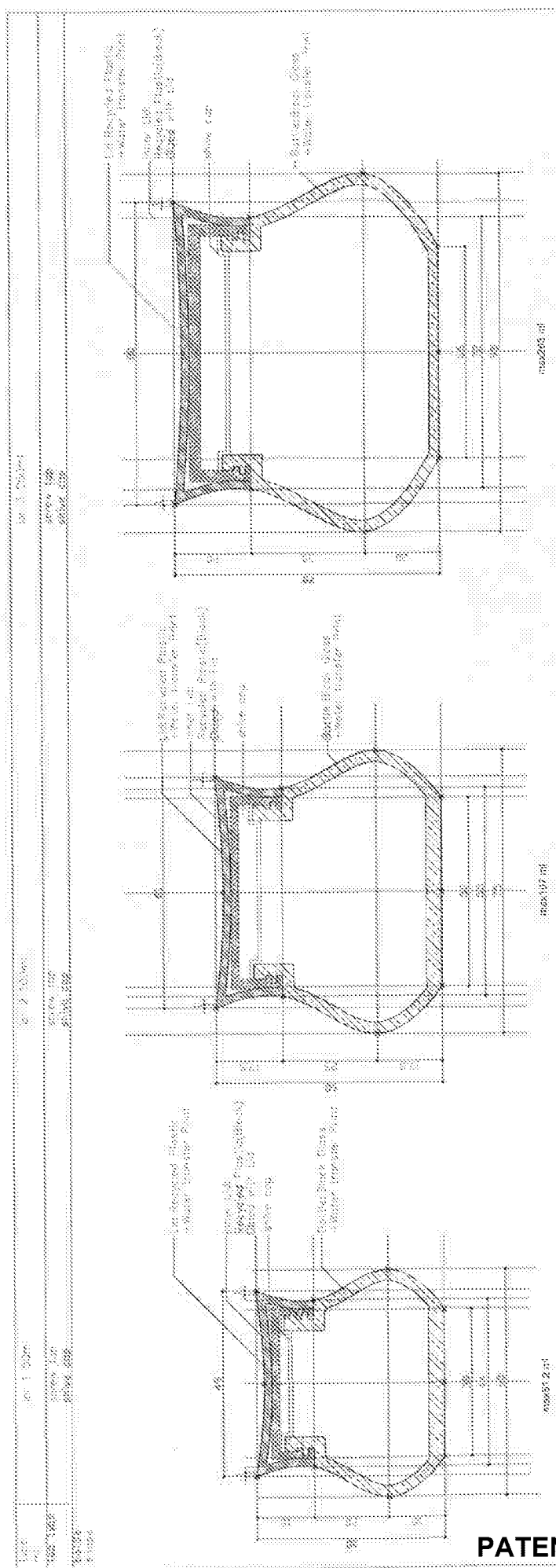
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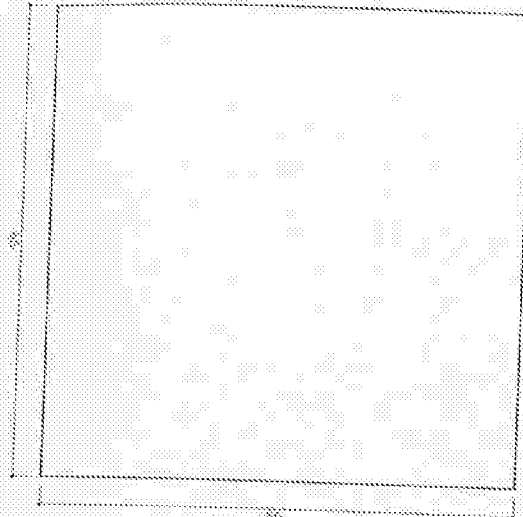
OPTION A
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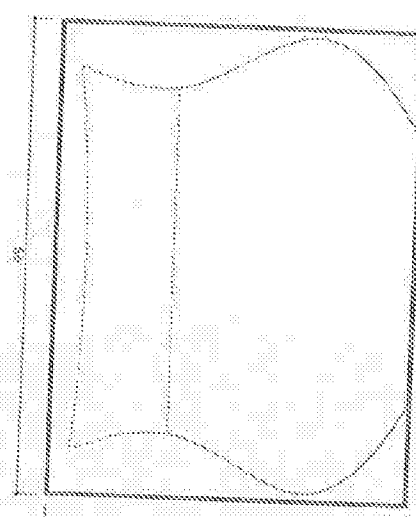
PATENT
OPTION A
SAME UP



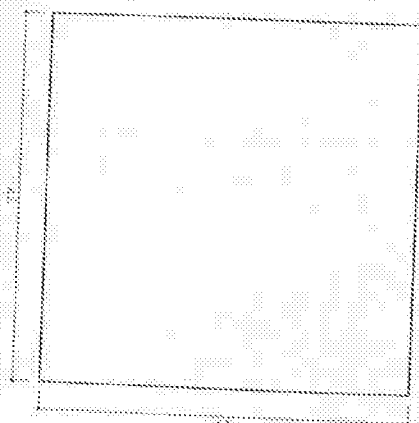




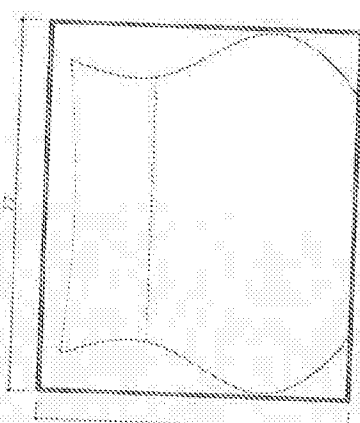
PLAN



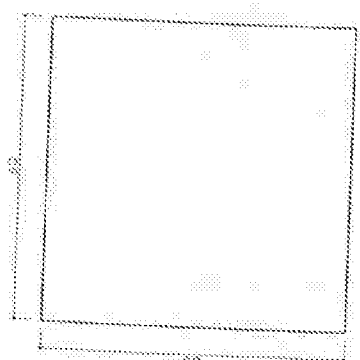
SECTION



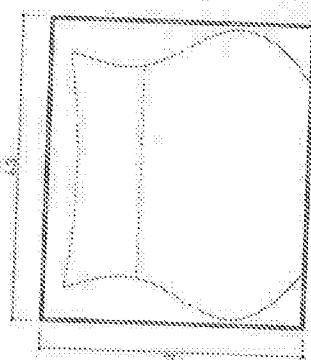
PLAN



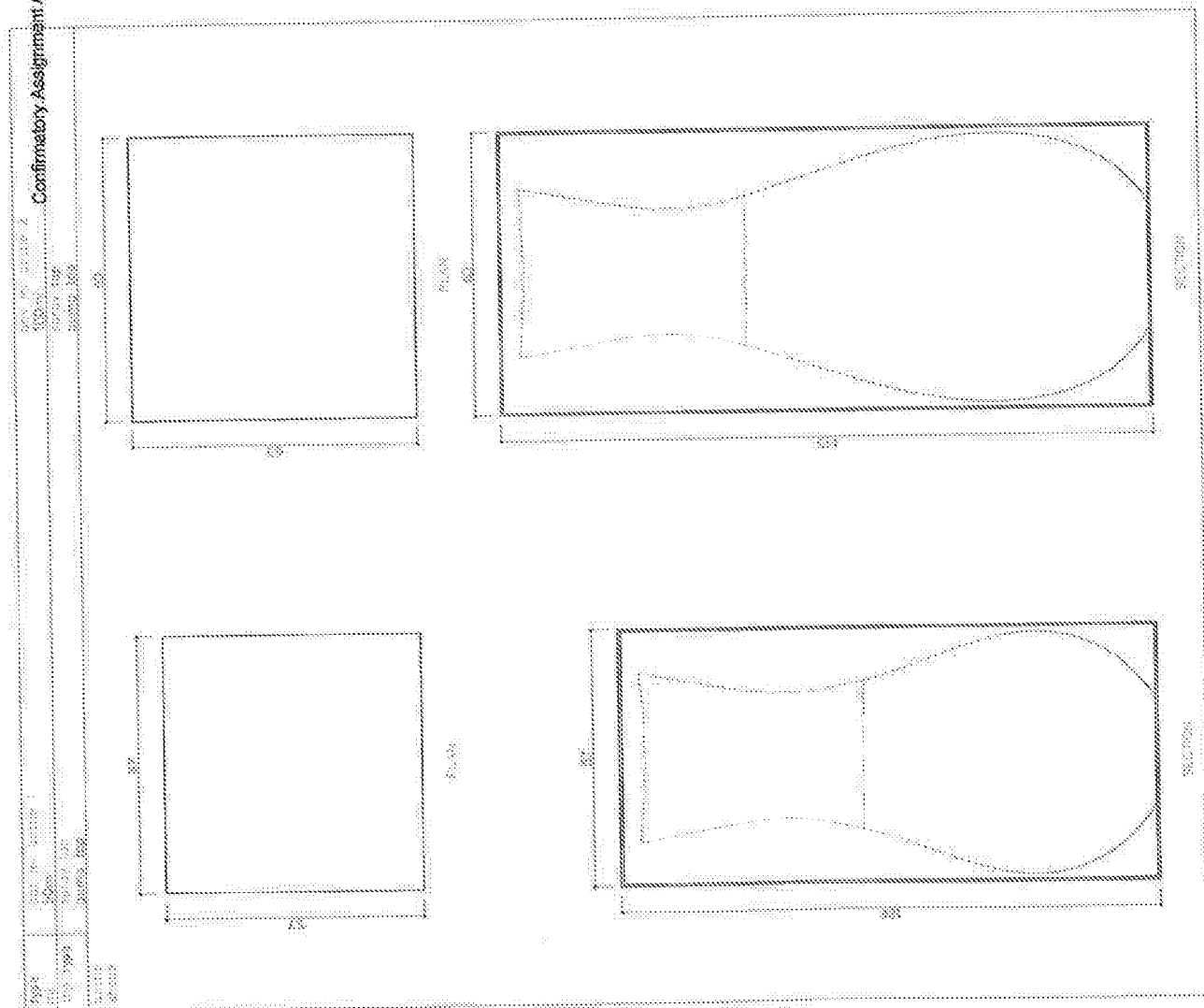
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PLAN

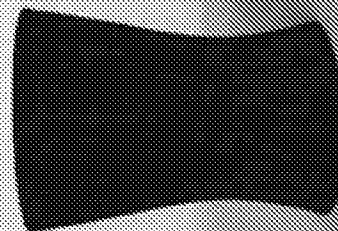
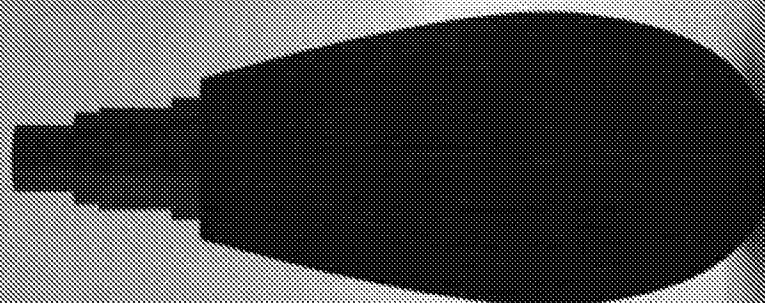
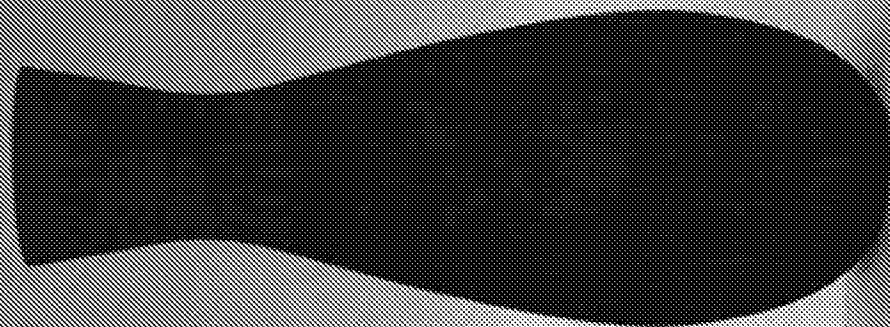


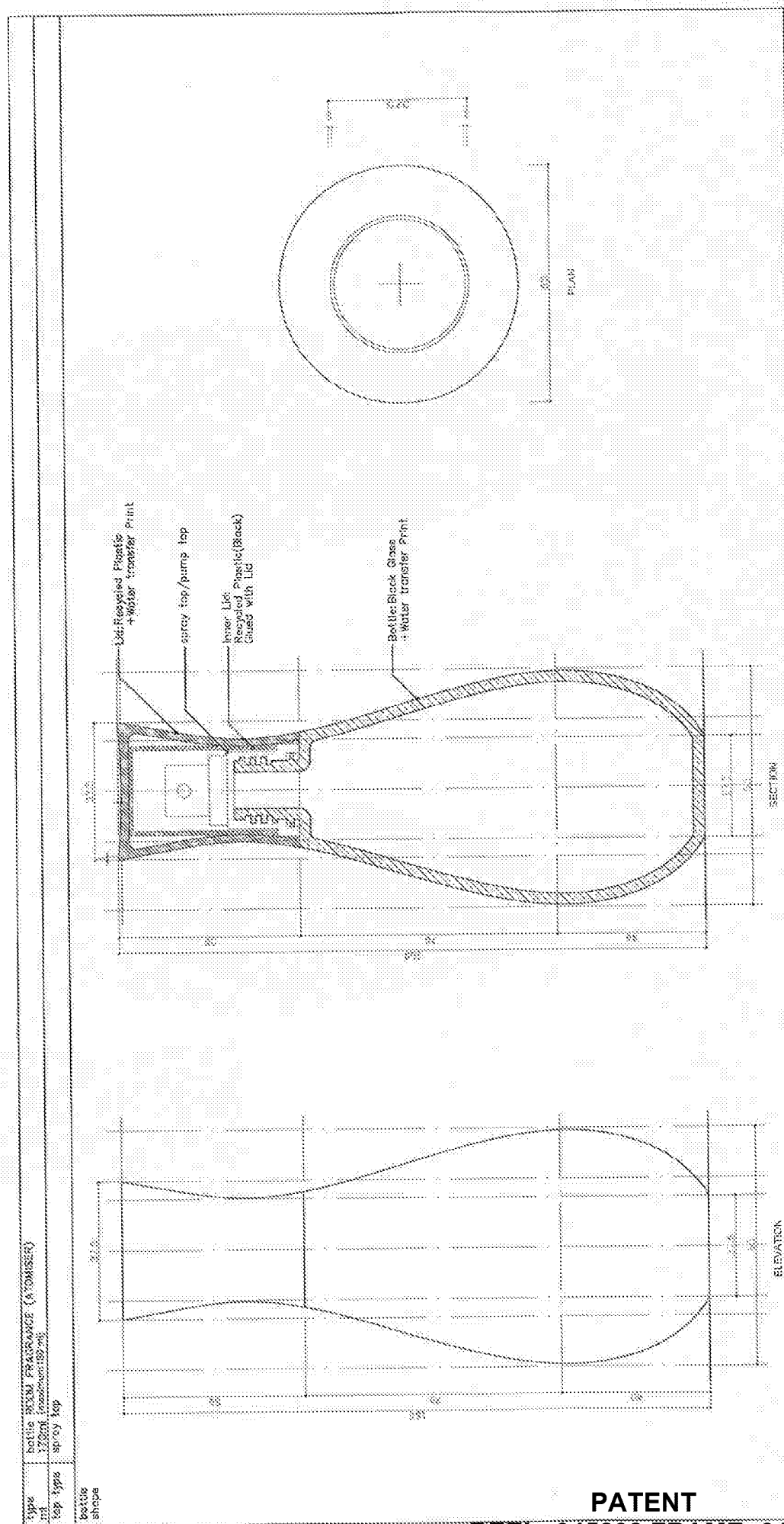
SECTION

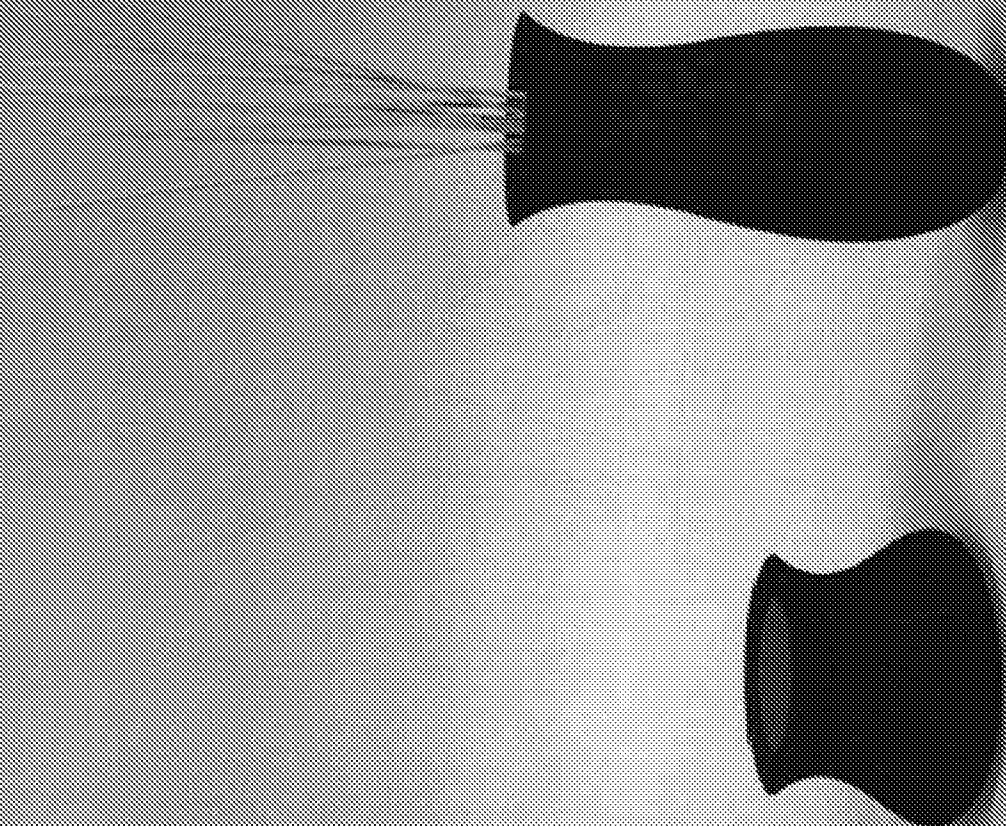


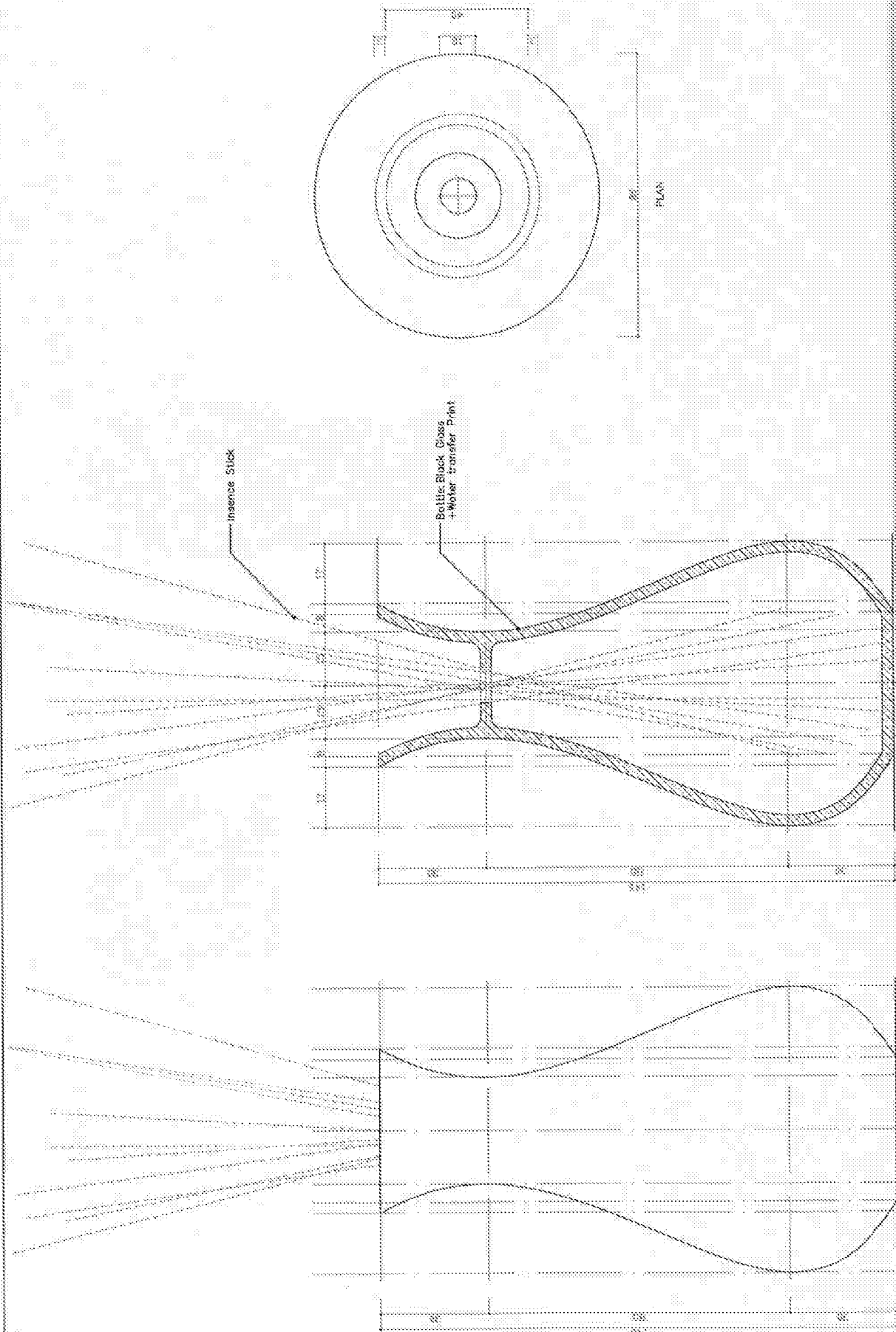


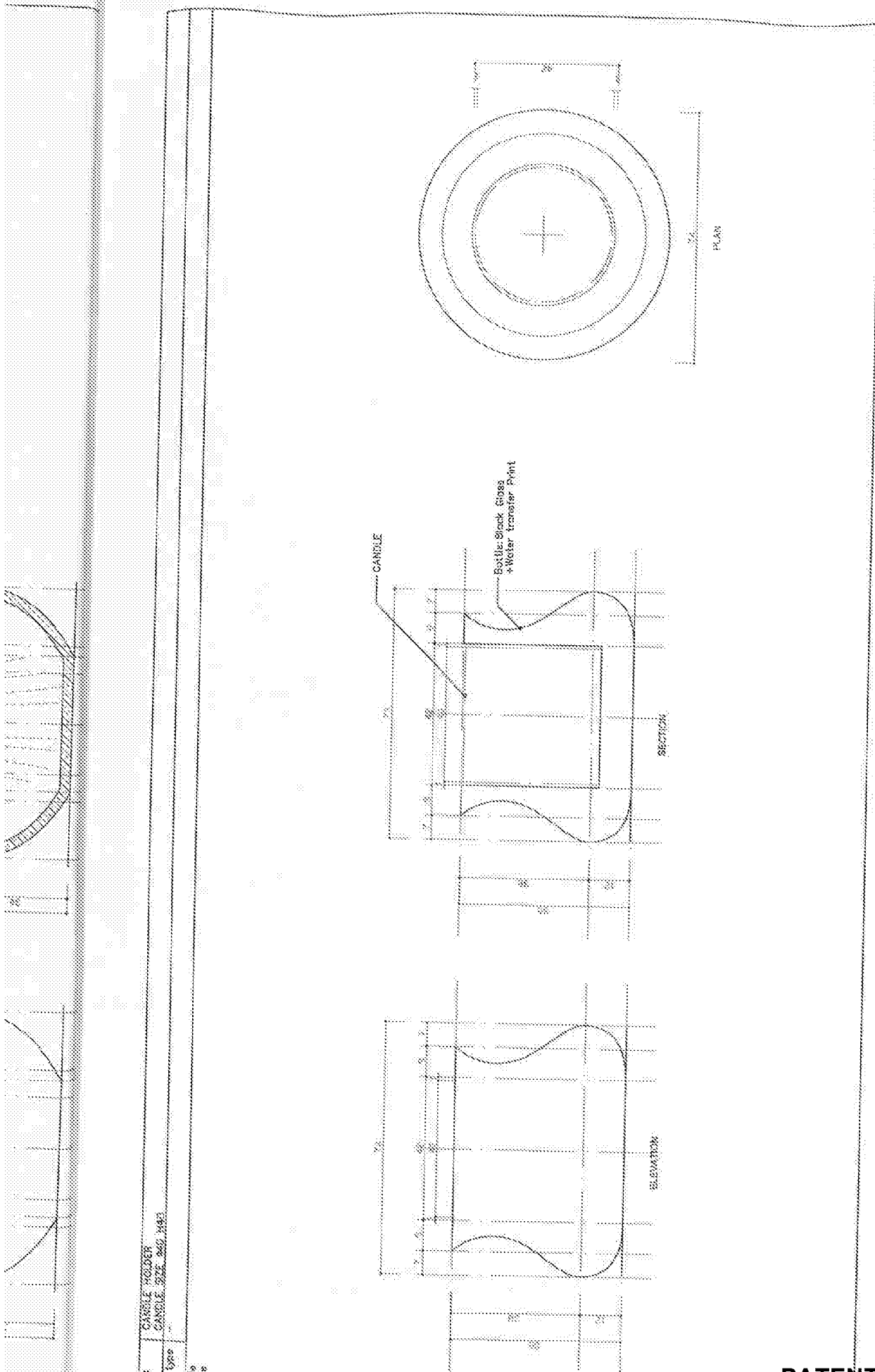
Schedule 2
Confirmatory Assignment Agreement between Kengo Kuma & Associates and Ambassadors International Pte Ltd











Type: CANDLE HOLDER
 Date: 02/02/2018
 Drawn by: [illegible]
 Checked by: [illegible]