

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4871220

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PAUL JAMES DOHERTY	11/03/2008
JEREMY GLEN DOHERTY	11/03/2008
RECEIVING PARTY DATA	
Name:	DOHERTY ENGINEERED ATTACHMENTS LIMITED
Street Address:	12 CHEROKEE PLACE
City:	MOUNT MAUNGANUI
State/Country:	NEW ZEALAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15894225
CORRESPONDENCE DATA	
Fax Number:	
<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:	8584361330
Email:	kmoyerhenry@lewiskohn.com
Correspondent Name:	LEWIS KOHN & WALKER LLP
Address Line 1:	15030 AVENUE OF SCIENCE
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Address Line 4:	SAN DIEGO, CALIFORNIA 92128
ATTORNEY DOCKET NUMBER:	527.203C1
NAME OF SUBMITTER:	KARI MOYER-HENRY
SIGNATURE:	/KMH/
DATE SIGNED:	03/16/2018
Total Attachments: 9	
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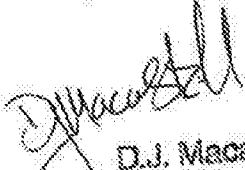
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**DEED OF ASSIGNMENT
OF INTELLECTUAL PROPERTY RIGHTS**

Certified to be a true
copy of the original


D.J. Macaskill
Barrister and Solicitor of the
High Court of New Zealand
Hamilton

BETWEEN: Paul James Doherty
AND: Jeremy Glen Doherty
AND: Doherty Engineered Attachments Limited

DESCRIPTION:

By this Deed Paul Doherty and Jeremy Glen Doherty assigns to Doherty Engineered Attachments Limited the *Intellectual Property Rights* relating to the *Invention*.

James & Wells

Level 2 Regency House
1 Elizabeth Street
P O Box 13365
TAURANGA

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BETWEEN

Paul Doherty, a New Zealand citizen of 34 Sorrento Key,
Papamoa, NEW ZEALAND

AND

Jeremy Glen Doherty, a New Zealand citizen of 9 Emma Place,
Papamoa, NEW ZEALAND

("Assignors")

AND

Doherty Engineered Attachments Limited, a New Zealand
company having its registered office at 51 Arawa St, Matamata,
NEW ZEALAND.

("Assignee")

ON THE BASIS THAT-

1.0 DEFINED TERMS

1.1. *Copyright* shall mean the property rights which exist in any *Copyright Work*.

1.2. *Copyright Works* shall mean:

1.2-1. a work of any of the types described in Section 14 of the New Zealand
Copyright Act 1994; and/or

1.2-2. a work in which copyright exists; and

which relates to the *Invention*.

1.3. *Design Rights* shall mean the right to apply for a registered design relating to the
Invention or equivalent protection in any country of the world and to claim priority
under international convention from any such applications and the rights
conferred by such registered designs or equivalent protection when granted.

1.4. *Intellectual Property Rights* shall mean all intellectual property rights whatsoever
relating to the *Invention* including without limitation the *Patent Rights*, the *Design
Rights*, the *Copyright* and the *Technical Information*.

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- 1.5. *Invention* shall mean an invention relating to an attachment for excavators, as described in the statements of invention set forth in the Schedule to this Deed.
- 1.6. *Patent Rights* shall mean the right to apply for any patent relating to the *Invention* or equivalent protection in any country of the world and to claim priority under any international convention from any such application(s) and the rights conferred by such patents or equivalent protection when granted.
- 1.7. *Technical Information* shall mean all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the *Invention* and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.

2.0 BACKGROUND

- 2.1. The **Assignors** own the *Invention* and *Intellectual Property Rights*.
- 2.2. The **Assignor** acknowledges that they were employed by the **Assignee** at the time the *Invention* was devised.
- 2.3. The **Assignors** acknowledge that the **Assignee** is or should be the owner of the *Invention* and the *Intellectual Property Rights*, and hereby agree to assign same to the **Assignee** on the terms described below.

BY THIS DEED THE PARTIES AGREE –

3.0 THE ASSIGNMENT

- 3.1. The **Assignors** hereby assign all their right, title and interest in and to the *Invention* and *Intellectual Property Rights* to the **Assignee**.
- 3.2. The assignment will take effect on the date this Deed is fully executed by the **Assignors** or on the date the first patent application relating to the *Invention* is filed in the name of one or more of the parties, whichever is the earlier lawful date.

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4.0 CONSIDERATION

4.1. In consideration for the assignment detailed in clause 3.1, the **Assignee** will pay to the **Assignors** upon execution of this Agreement the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is acknowledged by the **Assignor**.

4.2. Any and all rights of the **Assignors** with respect to the *Invention* and *Intellectual Property Rights* will pass to the **Assignee** upon execution of this Agreement.

5.0 ASSIGNOR'S OBLIGATIONS

5.1. The **Assignors** undertake to (at the **Assignee's** cost) execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the **Assignee** for vesting absolutely all their rights, title and interests to the *Invention* and *Intellectual Property Rights* in favour of the **Assignee**, and for conferring on the **Assignee** the right to take action against any third party who copies the *Invention* or infringes the *Intellectual Property Rights*.

5.2. The **Assignors** shall forthwith disclose to the **Assignee** all improvements in, modifications of or additions to the *Invention* devised or created by the **Assignor** while in the employ of the **Assignee** and/or under a commission for money or money's worth from the **Assignee**, and the intellectual property in all such improvements, modifications or additions will be owned by the **Assignee**.

5.2-1. The **Assignors** shall assign to the **Assignee** upon request all intellectual property relating to all improvements in, modifications of or additions to the *Invention* devised or otherwise created while in the employ and/or under a commission for money or money's worth from the **Assignee**.

5.3. The **Assignor** hereby waives their moral rights in relation to the *Copyright*.

5.4. At the request of the **Assignee**, the **Assignors** shall at **Assignee's** expense execute all documents and do all acts necessary or convenient to enable **Assignee** to:

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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 5.4-1. make, prosecute or register in **Assignee's** name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the *Intellectual Property Rights*;
- 5.4-2. defend opposition proceedings in respect of any of the *Intellectual Property Rights* against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect **Assignee's** ability to exploit the *Intellectual Property Rights*;
- 5.4-3. defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the *Intellectual Property Rights*;
- 5.4-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.
- 5.5. The **Assignors** shall, at the request of the **Assignee**, and to the extent outstanding, furnish the **Assignee** with full details of and relating to the *Invention*, and the *Intellectual Property Rights* (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the *Invention* and the *Copyright Works*.
- 5.6. The **Assignors** agree to treat as confidential all information relating to the *Invention* and/or the *Intellectual Property Rights* and shall not use, disclose or publish same without the express prior written consent of the **Assignee**. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the **Assignors**. The **Assignors** agree to seek prior clearance from the **Assignee** in any case of uncertainty.
- 6.0 **ASSIGNOR'S WARRANTIES**
- 6.1. The **Assignors** warrant:
- 6.1-1. The **Assignors** have absolute title to the *Invention* and *Intellectual Property Rights*;

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6.1-2. There are no encumbrances or other matters affecting the **Assignors'** capacity to assign the *Invention* and/or the *Intellectual Property Rights* to the **Assignee** free of any encumbrances or interests whatsoever; and

6.1-3. The *Copyright Works* are the **Assignors'** original work and are not copied in whole or in part from any other work.

7.0 GOVERNING LAW

7.1. This Deed and any disputes relating to it shall be governed by and construed in all respects in accordance with the laws of New Zealand.

7.2. Each party to this Deed submits to the exclusive jurisdiction of the courts of New Zealand.

Signed as a Deed this 3rd day of November 2008 by Paul James Doherty



Signature

Witnessed by:

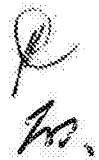
Dolores C. Domenichini
Name


Signature

Office Mgr/Accounts
Occupation

Papamoa
Place

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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Signed as a Deed this 3rd day of November 2008 by Jeremy Glen Doherty

[Signature]
Signature

Witnessed by:
Dolores C. Domenichini
Name
[Signature]
Signature
Office Mgr/Accounts
Occupation
Papamoa
Place

Signed as a Deed this 3rd day of November 2008 for and on behalf of Doherty Engineered Attachments Limited by its duly authorised officers*

J. J. Doherty
Name
[Signature]
Signature
DIRECTOR
Position

J. A. DOHERTY
Name
[Signature]
Signature
DIRECTOR
Position

Witnessed by:
Dolores C. Domenichini
Name
[Signature]
Signature
Office Mgr/Accounts
Occupation
Papamoa
Place

- * This Deed must be signed by:
- a) Two or more directors of the company; or
 - b) A single director of the company and a witness; or
 - c) (If the company's constitution allows it), any other person and a witness; or
 - d) One or more persons with a power of attorney to act on the company's behalf.

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_____ [Signature]
10.

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SCHEDULE

According to one aspect of the present invention there is provided a coupling, including jaws to engage pins and thereby secure a work attachment to the coupling, wherein at least one of the jaws is moveable, characterised in that the assembly includes a safety link which limits the range of motion of the moveable jaw.

According to another aspect of the present invention there is provided a method of releasing a work attachment from a coupling, wherein the work attachment is secured to the coupling via two pins held within two jaws, the method including the steps of:

- (a) moving a first jaw to release a first pin;
- (b) changing the orientation of the coupling and work attachment relative to each other;
- (c) moving the first jaw past a position in which it engages the pin;
- (d) moving the jaw in the opposite direction to that in step (c) so that it moves past the position in which it engages the pin;

characterised in that the action of step (c) moves a safety link to a release position thereby allowing the jaw to move past the position in step (a) and move a locking portion to release a second pin from a second jaw.

According to another aspect of the present invention there is provided a hose connection assembly, including

a guard;

a mounting with a plurality of hydraulic hose connectors,

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characterised in that the guard and mounting are moveable with respect to each other.

According to another aspect of the present invention there is provided a method of exposing a plurality of hose connectors, including the step of:

- (a) moving a digger arm into a position to engage a work attachment;
- (b) moving a mounting guard and a mounting with respect to each other

the method characterised in that the action of step (a) exposes the plurality of connectors

According to another aspect of the present invention there is provided a mounting for use with hose connectors, the mounting including

a plurality of hose connectors,

a latch to secure the hose connectors to complementary connectors,

the mounting characterised as having a release portion.

According to another aspect of the present invention, there is provided a method of releasing pairs of engaged hose connectors, the method including the steps of:

- (a) moving two mountings with respect to each other,

wherein the two mountings have pairs of engaged hose connectors,

characterised in that the action of step (a) causes at least one of each pair of engaged hose connectors to abut a release portion thereby releasing the pairs of hose connectors from each other.

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