

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4916493

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MICHAEL ALAN BEACHY HEAD	05/19/2011
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CAUDWELL MARINE (PTY) LTD	
<b>Street Address:</b>	TOWER ROAD	
<b>Internal Address:</b>	CAPE TOWN INTERNATIONAL AIRPORT	
<b>City:</b>	CAPE TOWN	
<b>State/Country:</b>	SOUTH AFRICA	
<b>Postal Code:</b>	7525	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	7588473
	<b>Patent Number:</b>	7794295
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	2146515000	
<b>Email:</b>	ipdocketing@haynesboone.com	
<b>Correspondent Name:</b>	HAYNES AND BOONE LLP IP SECTION	
<b>Address Line 1:</b>	2323 VICTORY AVENUE	
<b>Address Line 2:</b>	SUITE 700	
<b>Address Line 4:</b>	DALLAS, TEXAS 75219	
<b>ATTORNEY DOCKET NUMBER:</b>	40303.3/11	
<b>NAME OF SUBMITTER:</b>	JANINE OLINARES	
<b>SIGNATURE:</b>	/Janine Olinares/	
<b>DATE SIGNED:</b>	04/16/2018	
<b>Total Attachments: 6</b>		
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ASSIGNMENT OF PATENTS

between

MICHAEL ALAN BEACHY HEAD  
(identity number 570630 5180 082)  
of 11 Upper Thistle Street, Fernwood, Cape Town,  
Republic of South Africa  
("the Assignor");

and

CAUDWELL MARINE (Pty Ltd  
(registered number 2001/024100/07)  
Tower Road, Cape Town International Airport, Cape Town, RSA  
("the Assignee").



## 1. BACKGROUND

- 1.1 The Assignor is the registered proprietor of the patents ("the Patents") detailed in Schedule 1.
- 1.2 The Assignor has agreed to assign the Patents to the Assignee on the terms set out in this Agreement.

## 2. OPERATIVE PROVISIONS

In consideration of one rand paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor assigns to the Assignee with full title guarantee:

- 2.1 all the rights of the Assignor to, and its title to and interest in, the Patents;
- 2.2 all and any other rights and powers arising or accruing from the Patents, including the right to sue for damages and to have the benefit of any remedy obtained in respect of any suspected infringement of such Patents occurring before the date of this Assignment.

## 3. ASSIGNOR'S COVENANTS AND WARRANTIES

- 3.1 The Assignor agrees to execute such further documents, and take such actions and do such things as may be reasonably requested by the Assignee, to give full effect to the terms of this Agreement, and to secure the full right title and interest of the Assignee in the the Patents.
- 3.2 The Assignor warrants:
  - 3.2.1 that he is properly registered as the sole registered proprietor of the Patents;
  - 3.2.2 that the Patents are subsisting;



- 3.2.3 that he has not done or omitted any act, matter or thing whereby the Patents may be invalidated, and is not aware of any reason that might result in such invalidation;
  - 3.2.4 that nothing has been neglected to be done by the Assignor or any other person as a result of which the Assignee may be prevented or hindered from being entitled to damages or an account of profits in respect of any past infringement of the Patents;
  - 3.2.5 that there is no subsisting licence under the Patents;
  - 3.2.6 that he has not charged or encumbered any of the Patents;
  - 3.2.7 that any renewal fee payable by the date of this Agreement has been duly paid;
  - 3.2.8 that he has not received any notice from any third party within 36 months alleging that use of the Patents infringes any third party rights;
  - 3.2.9 that he is unaware of any infringement of the Patents which is subsisting or has occurred within the preceding 36 months;
  - 3.2.10 that no person has the right to call for the assignment or grant of a licence to it of any of the Patents under any option or other agreement, nor is there any conditional or unconditional agreement whereby such right may arise.
- 3.3 The Assignor agrees to indemnify and to keep the Assignee indemnified against any and all actions, claims, proceedings, costs and damages, and all legal costs and other expenses arising out of any breach of any of the warranties in clause 3.2 or out of any claims by a third party based on any facts which, if substantiated, would constitute such a breach, and at the request of the Assignee he shall provide all such reasonable assistance as the Assignee may require to enable the Assignee to resist any action, claim or proceedings brought against the Assignee as a consequence of any such breach.

#### 4. CHOICE OF LAW AND JURISDICTION



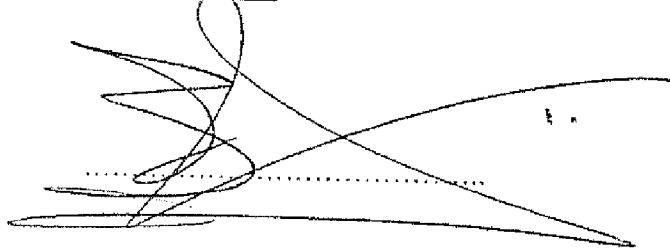
This Agreement is governed by South African law and the parties submit to the non - exclusive jurisdiction of the High Court of South Africa.

A handwritten signature in black ink, consisting of a stylized 'P' followed by a series of loops and a long horizontal stroke extending to the right.

SIGNED at CAPE TOWN

on this 19<sup>th</sup> day of MAY 2011

AS WITNESS:


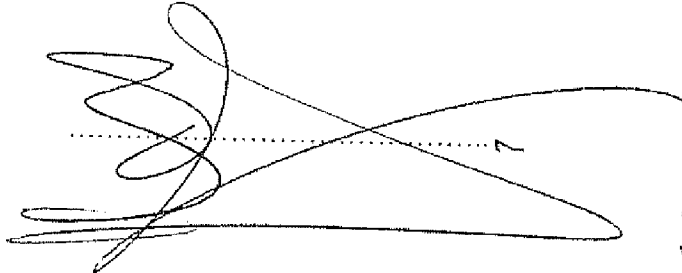


For and on behalf of  
MA Beachy Head  
who warrants that he is duly authorised  
hereto.

SIGNED at CAPE TOWN

on this 19<sup>th</sup> day of MAY 2011

AS WITNESS:



For and on behalf of  
Caudwell Marine (Pty) Ltd  
who warrants that he is duly authorised  
hereto.

# SCHEDULE 1

Country	Pat/App'l.No.		Status
South Africa	99/0591	Motor Mounting	in force
South Africa	2007/06508	Marine Drive	in force
Europe	6740976.3	Marine Drive	in force
Australia	2006214025	Marine Drive	in force
Canada	2 598 035	Marine Drive	in force
China	200680005432.50	Marine Drive	in force
India	6198/DELNP/2007	Marine Drive	pending - awaiting examination
Japan	2007-556442	Marine Drive	pending - awaiting examination
Korea	10-2007-7021346	Marine Drive	in force
New Zealand	560379	Marine Drive	in force
USA	7588473 7794295 6186845	Marine Drive Marine Drive Motor mounting structure for boat	in force in force in force
Europe	08168752.7	Clutch (divisional)	pending - awaiting examination

