

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5054302

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	STEVEN PATTISON	05/21/2018
RECEIVING PARTY DATA		
Name:	DRINKSOLOGY LIMITED	
Street Address:	155-157 DONEGALL PASS	
City:	BELFAST	
State/Country:	UNITED KINGDOM	
Postal Code:	BT7 1DT	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	29656405	
CORRESPONDENCE DATA		
Fax Number:	(303)651-9654	
<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:	3032528800	
Email:	docket-oppedahl@oppedahl.com	
Correspondent Name:	OPPEDAHL PATENT LAW FIRM LLC	
Address Line 1:	PO BOX 669	
Address Line 4:	BROOMFIELD, COLORADO 80038	
ATTORNEY DOCKET NUMBER:	A018.D-003	
NAME OF SUBMITTER:	CHARLES ROTH	
SIGNATURE:	/Charles Roth/	
DATE SIGNED:	07/17/2018	
Total Attachments: 18		
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CONFIRMATORY ASSIGNMENT
OF INTELLECTUAL PROPERTY RIGHTS

This confirmatory assignment (the "**Assignment Agreement**"), effective as of January 15, 2018 (the "**Effective Date**"), is entered into

BETWEEN:

- (1) Steven Pattison of Belfast, Northern Ireland, United Kingdom, ("**Assignor**");
and
- (2) DRINKSOLOGY LIMITED incorporated under the law of England whose registered office is at 155-157 Donegall Pass, Belfast, County Antrim, United Kingdom, BT7 1DT. ("**Assignee**").

RECITALS:

- (A) The Assignor is an employee of the Assignee.
- (B) Assignor, as an employee of Assignee, and Assignee, as the contractor, were engaged by Alltech's Beverage Division Ireland Limited ("**Alltech**") to provide certain professional services to Alltech related to the development of a label design for an alcohol beverage bottle (the "**Bottle Label Work**") for and on behalf of Alltech (the "**Engagement**").
- (C) As part of a verbal understanding and agreement among Assignor, Assignee, and Alltech at the time of the Engagement (the "**Earlier Understanding**"), the Assignor agreed that Alltech would be the sole owner of any and all Intellectual Property Rights (as defined below) arising, or to arise, from the Bottle Label Work under the Engagement.
- (D) Assignor, as an employee of the Assignee, did develop a label design for bottles in the Bottle Label Work under the Engagement.
- (E) The Assignor confirms that it was intended as part of the Earlier Understanding that Assignor assign to the Assignee any and all of the Intellectual Property Rights arising, or to arise, from the Bottle Label Work under the Engagement to facilitate their ultimate assignment and transfer to Alltech pursuant to the Earlier Understanding, even if the Assignor may not have previously assigned the Intellectual Property Rights to the Assignee formally or completely in writing.
- (F) The Assignor agrees and confirms that the assignment contained in this Assignment Agreement implements the Assignor's and Assignee's original intentions indicated in sections (C) and (E).

(G) The Assignor is the owner of the Assigned Rights (as defined below).

(H) The Assignor confirms that the Assignor wishes to assign all of Assignor's rights, title and interest in and to the Assigned Rights to the Assignee.

(I) Assignor authorizes Oppedahl Patent Law Firm LLC to insert the US design patent application number below at such time as the application number is known:

Application No. 29656405.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Assignment Agreement.

Assigned Rights: means the Intellectual Property Rights described in Schedule 1 which include any and all Intellectual Property Rights associated with i) the depictions included in Exhibit A of Schedule 1, and ii) the registered community designs set out in Exhibit B of Schedule 1, and any application for a Patent and any Patent resulting therefrom which claim priority from any of the registered community designs.

Intellectual Property Rights: means all intellectual property or similar rights arising out of: (i) any patent or any application therefor and any and all reissues, divisions, continuations, renewals, reexaminations, extensions, and continuations-in-part thereof, anywhere in the world, and all Convention and Treaty rights of all kinds, including the right to claim priority from any such application; (ii) industrial designs and applications therefor anywhere in the world, (iii) copyrights, copyright registrations, and applications therefor anywhere in the world, and all other rights corresponding thereto anywhere in the world; (iv) registered or common law trademarks, service marks, trade dress, trade names, logos, intent-to-use registrations or notices, goodwill, domain names, and applications to register or use any of the foregoing anywhere in the world; (v) inventions (whether patentable or not), invention disclosures, and confidential information (including know-how, trade secrets, proprietary technology, proprietary technical data) and the rights to use and protect confidential information; (vi) database rights; and (vii) any applications, registrations granted pursuant to any of the 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, or other filings for, or to obtain, protect, perfect, or secure any of the foregoing, anywhere in the world.

- 1.2 The Schedule forms part of this Assignment Agreement and shall have effect as if set out in full in the body of this Assignment Agreement. Any reference to this Assignment Agreement includes the Schedule.
- 1.3 Any words following the terms "including", "include(s)" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4 "Anywhere in the world" includes any country or national authority, any regional authority, or any International authority.
- 1.5 "Patent" means any design patent, utility patent, or utility model.

2. ASSIGNMENT

In consideration of the sum of one euro (€1) (the receipt of which from Assignee is hereby acknowledged by the Assignor), the Assignor has sold, assigned, transferred, and set over, and does hereby sell, assign, transfer and set over unto the Assignee, its lawful successors and assigns, the Assignor's entire right, title, and interest in and to:

- (a) the Assigned Rights; and
- (b) all rights to enforce such Assigned Rights, including the right to bring and defend proceedings, and obtain and retain any relief recovered (including damages or injunctive relief) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the Effective Date of this Assignment Agreement.

3. WARRANTIES

The Assignor warrants that:

- (a) Assignor is the legal and beneficial owner of, and owns the rights and interests in, the Assigned Rights, and Assignor has the full right to convey the interest assigned by this Assignment Agreement;
- (b) Assignor has not licensed or assigned any of the Assigned Rights in conflict with this Assignment Agreement and will not execute any agreement in conflict with this Assignment Agreement, and the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- (c) so far as Assignor is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights, and there is nothing that might prevent any application and/or registration sought on any Assigned Rights in Schedule 1 from proceeding to grant or registration;
- (e) so far as Assignor is aware, exploitation of the Assigned Rights will not infringe the rights of any third party; and

- (f) the content of the Assigned Rights is Assignor's work and has not been copied wholly or substantially from any other source.

4. WAIVER OF MORAL RIGHTS

The Assignor irrevocably and unconditionally waives in favour of the Assignee all and any moral or equivalent rights, including, without limitation, rights of attribution, integrity, and disclosure, which the Assignor may now or at any time possess in respect of the content comprised within the Assigned Rights in so far as legally possible anywhere in the world, together with all claims for damages and other remedies asserted on the basis of moral rights.

5. FURTHER ASSURANCE

- 5.1 The Assignor shall, at the request and cost of the Assignee, 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 which the Assignee reasonably considers necessary to give full effect to this Assignment Agreement or to vest in the Assignee the full benefit of the Assigned Rights including registration of the Assignee as applicant or proprietor of the Assigned Rights, to enable the Assignee to acquire, perfect, and enforce the Intellectual Property Rights.
- 5.2 The Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor with respect to any of the Intellectual Property Rights covered by this Assignment Agreement, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title in said Assignee, its successors and assigns, execute all original, divisional, continuation, continuation-in-part, and reissue applications, make all rightful oaths and generally do everything reasonably possible to aid Assignee, its successors and assigns, to obtain and enforce proper protection for any patents, registrations and other intellectual property, and applications therefor, covered by this Assignment Agreement, anywhere in the World, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.
- 5.3 In order to secure the performance of the Assignor's obligations under this Assignment Agreement, the Assignor irrevocably and unconditionally 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 this clause, wherein the Assignor hereby appoints each of the current and future officers of the Assignee as Assignor's attorney-in-fact during such time as each is an officer to Assignee to execute documents on behalf of Assignor for this purpose.

6. WAIVER

No failure or delay by the Assignor or Assignee to exercise any right or remedy provided under this Assignment Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

7. VARIATION

- 7.1 No modification or amendment to this Assignment Agreement shall be valid unless it is in writing, dated subsequent to the Effective Date of this Assignment Agreement, and signed by or on behalf of each of the Assignor and Assignee.

8. SEVERABILITY

If any provision of this Assignment Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that the remaining provisions remain in full force and effect.

9. SUCCESSORS AND ASSIGNS

This Assignment Agreement shall be binding on Assignor's heirs, executors, administrators, and other legal representatives and shall be binding for the benefit of Assignee, its successors, and assigns.

10. NON-PUBLICITY

Each of the Assignor and Assignee, as the parties to this Agreement, agree not to disclose the existence or contents of this Assignment Agreement to any third party without the prior written consent of the other party hereto except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with reorganization of a party hereto, or its merger into any other corporation, or the sale by a party hereto of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Assignment Agreement.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Assignment 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 laws of Ireland.
- 11.2 Each of the Assignor and Assignee irrevocably agrees to submit to the exclusive jurisdiction of the courts of Ireland (excluding Northern Ireland) over any claim or matter arising under or in connection with this Assignment Agreement.

12. COUNTERPARTS

This Assignment Agreement may be executed in any number of counterparts each of which when executed and delivered by one or more of the Assignor and Assignee hereto shall constitute an original but all of which shall constitute one and the same Assignment Agreement.

SCHEDULE 1 (ASSIGNED RIGHTS)

Exhibit A to Schedule 1

Exhibit A includes the nine (9) depictions shown in appended FIGS. 1-9.



FIG. 1



FIG. 2

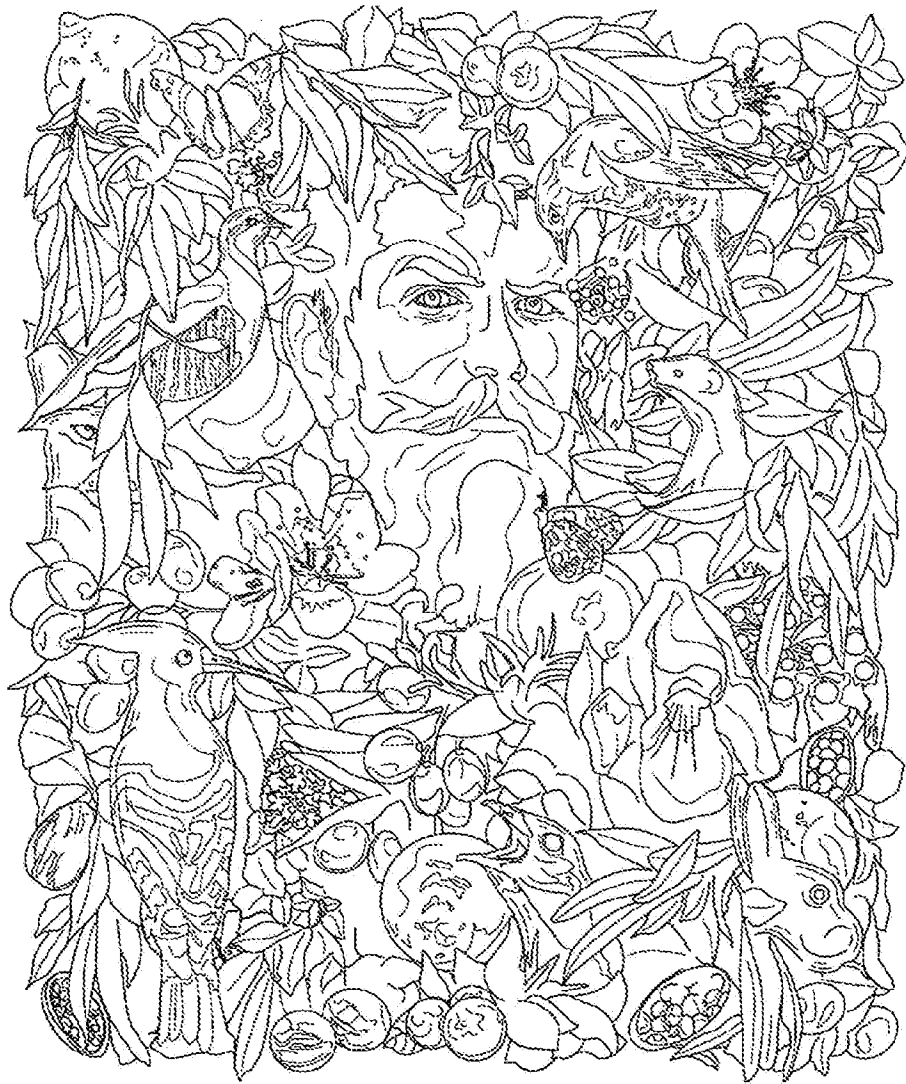


FIG. 3



FIG. 4

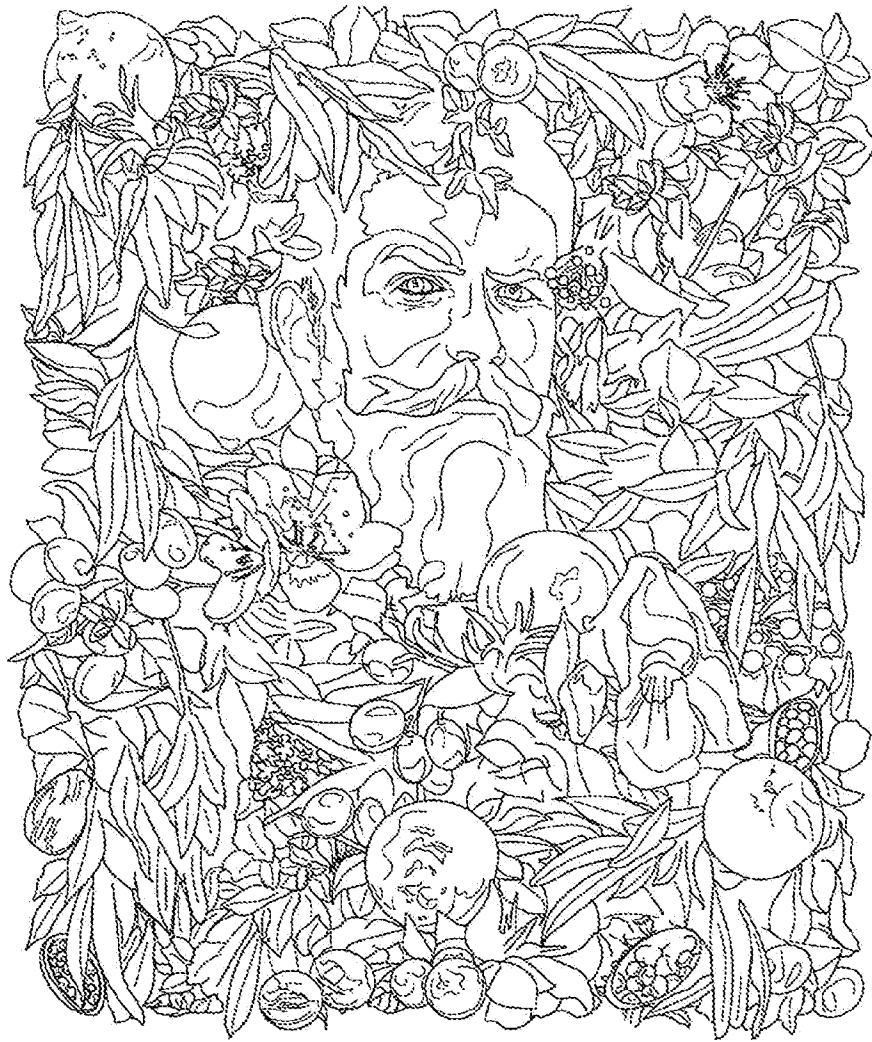


FIG. 5

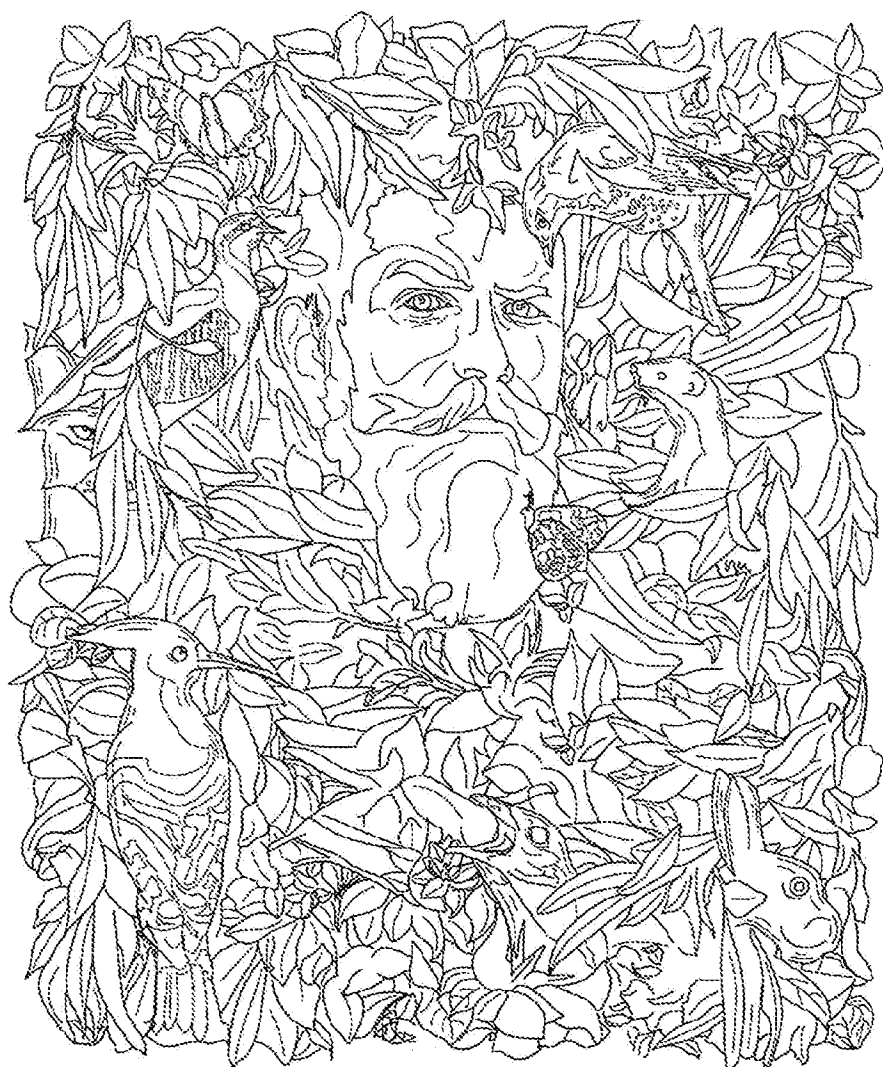


FIG. 6



FIG. 7



FIG. 8

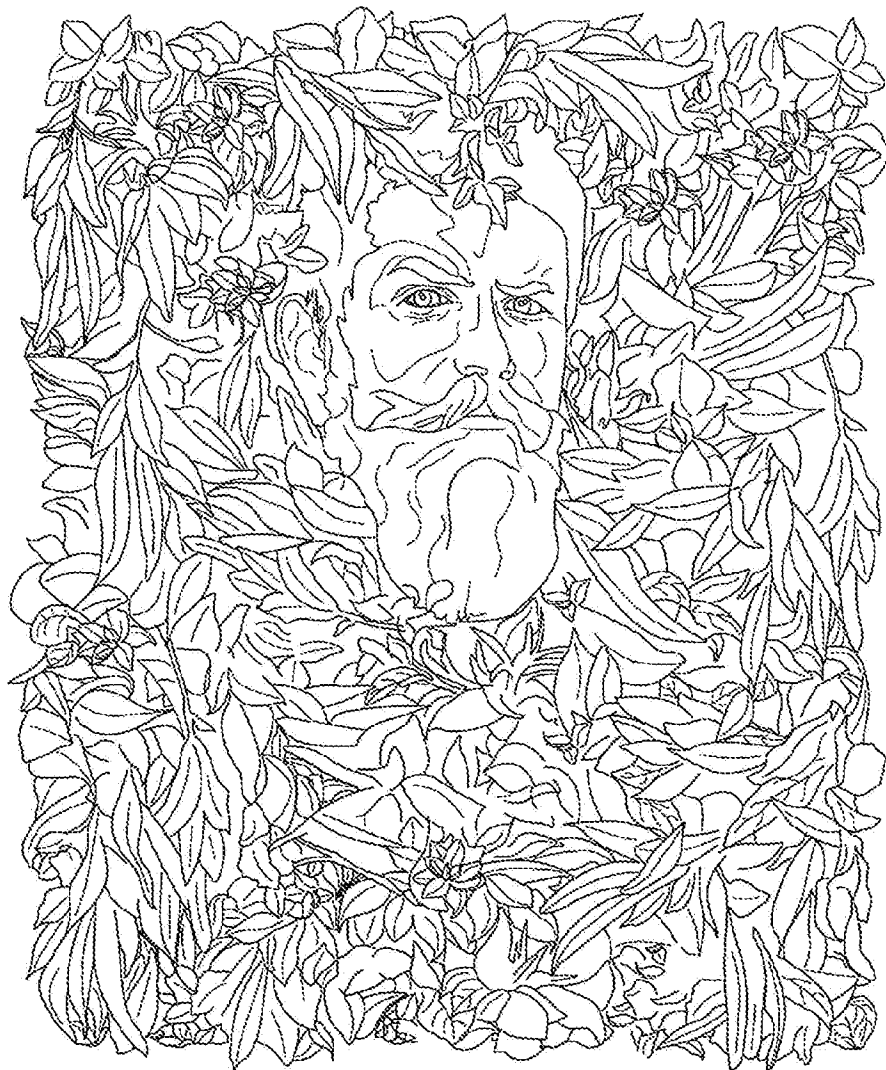


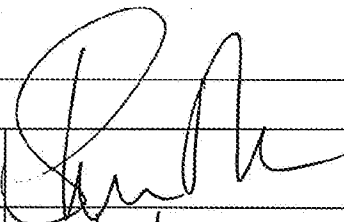
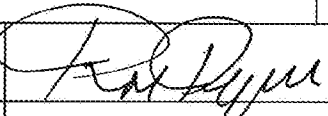
FIG. 9


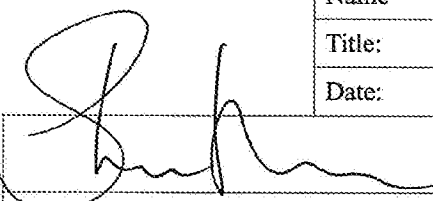
Exhibit B to Schedule 1

Details of Registered Community Designs:

Country or Territory (Authority)	Application or registration number	Date of filing and registration	Title / Description
EU (EUIPO)	004665404-0001	15/01/2018	Labels for bottles
EU (EUIPO)	004665404-0002	15/01/2018	Labels for bottles
EU (EUIPO)	004665404-0003	15/01/2018	Labels for bottles
EU (EUIPO)	004665404-0004	15/01/2018	Labels for bottles
EU (EUIPO)	004665404-0005	15/01/2018	Labels for bottles
EU (EUIPO)	004665404-0006	15/01/2018	Labels for bottles
EU (EUIPO)	004665404-0007	15/01/2018	Labels for bottles
EU (EUIPO)	004665404-0008	15/01/2018	Labels for bottles
EU (EUIPO)	004665404-0009	15/01/2018	Labels for bottles

IN TESTIMONY WHEREOF, We have hereunto set our.

ASSIGNOR		
Executed by STEVEN PATTISON in the presence of a witness:	Signature	
	Date:	21/05/18
Witness signature		
Witness name	RICHARD RYAN	

ASSIGNEE		
Executed for and on behalf of DRINKSOLOGY LIMITED by its <u>DIRECTOR</u> [title] in the presence of a witness:	Signature	
	Name	RICHARD RYAN
	Title:	DIRECTOR
	Date:	21/05/18
Witness signature		
Witness name	STEVEN PATTISON	