

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5106898

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AQUALOGIX INC.	07/31/2018
RECEIVING PARTY DATA	
Name:	AQUA GROUP LIMITED
Street Address:	7TH FL., SOUTHERN CROSS BLDG., 61 HIGH STREET
Internal Address:	C/O BENDALL & CANT LIMITED
City:	AUCKLAND
State/Country:	NEW ZEALAND
Postal Code:	1010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9833651
CORRESPONDENCE DATA	
Fax Number:	(215)563-4044
<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:	215-563-4100
Email:	vpace@ddhs.com
Correspondent Name:	VINCENT T. PACE
Address Line 1:	1601 MARKET STREET
Address Line 2:	SUITE 2400
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-2307
ATTORNEY DOCKET NUMBER:	4659-MISC
NAME OF SUBMITTER:	VINCENT T. PACE
SIGNATURE:	/Vincent T. Pace/
DATE SIGNED:	08/23/2018
Total Attachments: 6	
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**Deed of Assignment of Intellectual Property
Rights**

Between

Aqualogix Inc.

And

Aqua Group Limited

Deed of Assignment of Intellectual Property Rights
Our Ref: 308864USDIV5

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PATENT
REEL: 046684 FRAME: 0256

DEED dated

03/08/18

2018

Aqualogix Inc., (company number C2540901), a company incorporated in California having its registered office at 330 A Street Suite 144 San Diego 92101, United States of America

The "Assignor"

AND

Aqua Group Limited, (company number 5875197), a company registered under the laws of New Zealand, with its registered office at c/o Bendall & Cant Limited, 7th Floor, Southern Cross Building, 61 High Street, Auckland, 1010, New Zealand

the "Assignee"

Introduction

- A. The Assignor is the registered proprietor of granted US patent 9,833,651.
- B. The Assignor has agreed to assign, and the Assignee has agreed to take an assignment of, the **Intellectual Property Rights**, including US patent 9,833,651 on the terms set out below.

TERMS

1. Definitions:

- 1.1 Intellectual Property Rights** means any and all rights and interests in any intellectual property or like rights anywhere in the world relating to the **Invention**, including without limitation the **Patent**, the **Patent Rights** and the **Technical Information**. It includes but is not limited to all statutory and equitable rights or remedies in respect of copyright and neighbouring rights, trade marks (registered or unregistered), designs, inventions, patents (including patent applications), improvements, confidential information, know-how, trade secret and the right to apply for registration of any such rights.
- 1.2 Patent** means the granted patent set out in the Schedule and any patent application or letters patent claiming priority from it, and any letters patent granted upon any of the foregoing.
- 1.3 Patent Rights** means:
 - 1.3.1** 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;

1.3.2 the rights conferred by the **Patent** including future patent(s) that are based on or derive priority from or have equivalent claims to the Patent (such as divisionals, continuations, continuations in part etc.) and the right to claim priority in any country under any international convention and the right conferred by such **Patent** now and when granted.

1.4 **Technical Information** means 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. Assignment

2.1 The **Assignor** hereby assigns all its right, title and interest in and to the **Intellectual Property Rights**, including granted US patent 9,833,651 to the **Assignee**.

2.2 The assignment will take effect on the date this Deed is fully executed by the **Assignor**.

3. Consideration

3.1 The **Assignor** acknowledges that in consideration for the assignment detailed in clause 2.1, the **Assignor** has received payment from the **Assignee** the receipt and sufficiency of which is acknowledged by the **Assignor**. By way of further consideration, the **Assignee** pays to the **Assignor** upon execution of this Agreement the sum of one US Dollar (US\$1.00), the receipt and sufficiency of which is acknowledged by the **Assignor**.

4. Assignor's Obligations

4.1 The **Assignor** undertakes (at the **Assignee's** cost) to 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 right, title and interest to the **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**.

4.2 The **Assignor** will forthwith disclose to the **Assignee** all improvements in, modifications of or additions to the **Invention** devised or created by the **Assignor** while under a commission for money or money's worth from the **Assignee**.

4.3 The **Assignor** will assign to the **Assignee** upon request all **Intellectual Property Rights** relating to all improvements in, modifications of or additions to the **Invention** devised or otherwise created while under a commission for money or money's worth from the **Assignee**.

4.4 The **Assignor** hereby waives its moral rights in relation to the **Copyright**.

4.5 At the request of the **Assignee**, the **Assignor** will at **Assignee's** expense execute all documents and do all acts necessary or convenient to enable **Assignee** to:

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Our Ref: 308864USDIV5

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- 4.5.1 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**;
- 4.5.2 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**;
- 4.5.3 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**; and
- 4.5.4 enforce the **Intellectual Property Rights** including obtaining all such remedies as may be available for infringement of the **Intellectual Property Rights**.

4.6 The **Assignor** will, at the request of the **Assignee**, and to the extent outstanding, deliver to the **Assignee** full details of or 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**.

4.7 The **Assignor** agrees to treat as confidential all information relating to the **Invention** and the **Intellectual Property Rights** and will not use, disclose or publish same without the express prior written consent of the **Assignee**. Such obligations will not extend to information which already is in or which enters the public domain through no fault of the **Assignor**. The **Assignor** agrees to seek prior clearance from the **Assignee** in any case of uncertainty.

5. **Governing Law**

- 5.1 This Deed and any disputes relating to it will be governed by and construed in all respects in accordance with the laws of New Zealand.
- 5.2 Each party to this Deed submits to the exclusive jurisdiction of the New Zealand courts.

6. **Counterpart**

- 6.1 This Deed may be executed in any number of counterparts and provided that every party has executed a counterpart, the counterparts together will constitute a binding and enforceable deed between the parties.

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EXHIBIT A 2018

Signature of [Name]
Date: 7/31/18

[Signature]
[Name]
7/31/18

Signature of [Name]

[Signature]
[Name]
1110 Ave. [Address]
[City, State, Zip]
7/31/18

[Signature]
03/08/18

[Signature]
JACQUELINE BEAN

11/177 HURSTMEAD RD, TAMPA, FL
ACCOUNTS MANAGER

Signature of [Name]

SCHEDULE

Patent:

Title	Country	Patent Number	Filing Date
Aquatic exercise device	United States	9,833,651	13 February 2017

Deed of Assignment of Intellectual Property Rights
Our Ref: 308864JGDIV5

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