

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5118553

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DAVID JOHN SALENIUS	09/02/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ATC HOLDINGS LIMITED
<b>Street Address:</b>	177 MARUA ROAD, MT. WELLINGTON
<b>City:</b>	AUCKLAND
<b>State/Country:</b>	NEW ZEALAND
<b>Postal Code:</b>	1051
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15753873
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(404)541-3246
<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>	4048156500
<b>Email:</b>	mhouse@kilpatricktownsend.com
<b>Correspondent Name:</b>	KILPATRICK TOWNSEND & STOCKTON LLP
<b>Address Line 1:</b>	SUITE 2800, 1100 PEACHTREE ST NE
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309
<b>ATTORNEY DOCKET NUMBER:</b>	042258-1078575
<b>NAME OF SUBMITTER:</b>	MINIKIA D. HOUSE, PARALEGAL
<b>SIGNATURE:</b>	/Minikia D. House/
<b>DATE SIGNED:</b>	08/30/2018
<b>Total Attachments: 4</b>	
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## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

### PARTIES

1. **DAVID JOHN SALENIUS**, a New Zealand citizen, of 39 Paunui Street, St Hellens, Auckland, New Zealand (**First Assignor**)
2. **ORIGINAL STONE COMPANY LIMITED**, a New Zealand company of 177 Marua Road, Mount Wellington, Auckland 1051, New Zealand (**Second Assignor**)
3. **ATC HOLDINGS LIMITED**, a New Zealand company, of 177 Marua Road, Mt Wellington, Auckland 1051, New Zealand (**Assignee**)

### INTRODUCTION

1. The First Assignor is an employee of the Second Assignor, and in the course of this relationship, devised or contributed to the Invention and created or developed the Works. As between the First Assignor and Second Assignor, the First Assignor acknowledges that the Second Assignor is, or should be, the sole legal and beneficial owner of the Intellectual Property Rights as a result of the relationship between the First Assignor and Second Assignor.
2. The Assignors have agreed to assign the Intellectual Property Rights to the Assignee upon the terms set out in this deed.

### AGREED THAT:

#### 1. DEFINITIONS

- 1.1. In this deed (including the Introduction), unless the context requires otherwise:

**Assignors** means the First Assignor and Second Assignor.

**Copyright** means all copyright and similar rights or forms of protection in relation to the Invention (including in the Works).

**Design Rights** means all registered and unregistered design rights in relation to the Invention throughout the world, including:

- (a) the right to apply, and obtain protection, for registered designs;
- (b) the right to claim priority under any international convention or agreement from any application for registered designs, whether filed before, upon or after the Effective Date; and
- (c) the rights conferred by such protection when granted.

**Effective Date** means 20 August 2015.

**Improvements** means any modifications, improvements, enhancements or additions.

**Intellectual Property Rights** means all intellectual property rights in and to the Invention throughout the world, whether or not registered or registrable, and includes (without limitation):

- (a) the Patent Rights, Design Rights and Copyright; and
- (b) all Rights of Action.

**Invention** means the inventions described in the patent application set out in the schedule and includes all improvements to the invention made before the execution of this deed.

**Patent Rights** means all patent rights in relation to the invention, including in the patent application set out in the schedule and:

- (a) the right to apply, and obtain protection, for patents (or similar forms of protection) in all countries or regions of the world, including any applications under the Patent Cooperation Treaty;
- (b) the right to claim priority under any international convention or agreement from any application for patents (or similar forms of protection), whether filed before, upon or after the Effective Date; and
- (c) the rights conferred by such protection when granted.

**Rights of Action** means any rights (whether in the name of either Assignor or the Assignee) to bring or defend any claim or proceedings in relation to the Intellectual Property Rights, including any such rights which may have accrued before the signing of this deed.

**Works** means any drawings, specifications, processes, schedules, techniques, samples, specimens, prototypes, models, photographs, designs, descriptions, formulae, research and development results, test results, other technical information and other materials describing the use of or otherwise relating to the invention, whether in material form or otherwise.

## 2. COVENANTS

- 2.1. **Assignment.** With effect from the Effective Date and in consideration of the payment by the Assignee of the sum of \$1 and other good and valuable consideration (the receipt and sufficiency of which the Assignors acknowledge), the Assignors assign to the Assignee all of the Assignors' right, title and interest in and to the Intellectual Property Rights.
- 2.2. **Further Assurances.** Upon request and at the Assignee's cost, the Assignors will execute all documents and perform any other acts that may be necessary or desirable to perfect or confirm the Assignee's ownership of the Intellectual Property Rights.

## 3. GENERAL

- 3.1. **Law and Jurisdiction.** This deed is governed by, and construed in accordance with, the laws of New Zealand. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the New Zealand courts in connection with this deed.
- 3.2. **Counterparts.** This deed may be signed in counterparts (including by facsimile copy or copy sent by email in PDF format), and such copies may be relied upon by the other party as though it were an original copy. All executed counterparts together will constitute one document.
- 3.3. **References.** In this agreement, references to the singular includes the plural and vice versa, unless the context indicates otherwise.

SIGNED AS A DEED for and on behalf of  
ATC HOLDINGS LIMITED

Signature of Director

Name of Director

Date

2/9/15

in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

*James Rote*

*JAMES ROTE*

*SALES*

*9b Devon Rd Bucklands Beach*

**SCHEDULE**

Baldwins Ref:	No.	Title	Filing Date	Country/Region
RC511050NZPR	711243	METHOD OF MANUFACTURING A MOULDED PRODUCT	20 August 2015	New Zealand

**SIGNATURES**

**SIGNED AS A DEED by DAVID JOHN SALENIUS**

Signature

2.9.15.

Date

In the presence of

Witness Signature

Witness Name

Witness Occupation

Witness Address

**SIGNED AS A DEED for and on behalf of ORIGINAL STONE COMPANY LIMITED**

Signature of Director

Name of Director

Date

In the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address