

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5243962

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MATTHEW BLOFELD	02/15/2017
JULIAN SANDERS	02/15/2017
RECEIVING PARTY DATA	
Name:	WHEY FORWARD HEALTH INDUSTRIES LTD
Street Address:	B8 WEST POINT INDUSTRIAL ESTATE
Internal Address:	B8 WEST POINT INDUSTRIAL ESTATE PENARTH ROAD
City:	CARDIFF
State/Country:	UNITED KINGDOM
Postal Code:	CF11 8JQ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29665227
CORRESPONDENCE DATA	
Fax Number:	(303)268-0065
<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:	303-268-0066
Email:	Liz@AdseroIP.com
Correspondent Name:	ADSERO IP
Address Line 1:	8210 SOUTHPARK TERRACE
Address Line 4:	LITTLETON, COLORADO 80120
ATTORNEY DOCKET NUMBER:	0206.222D
NAME OF SUBMITTER:	THOMAS D. BRATSCHUN
SIGNATURE:	/TD Bratschun/
DATE SIGNED:	11/19/2018
Total Attachments: 6	
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This Deed of Assignment is dated 15th February, 2017

Parties

- (1) **BLOFELD, MATTHEW** c/o Sanders Design Associates Limited, 8 Pacific Business Park, Pacific Road, Cardiff CF24 5HJ;
- (2) **SANDERS, JULIAN** c/o Sanders Design Associates Limited, 8 Pacific Business Park, Pacific Road, Cardiff CF24 5HJ,

each a Designer and together the Designers as context dictates;

- (3) **SANDERS DESIGN ASSOCIATES LIMITED** incorporated and registered in England and Wales with company number 03094338 whose registered office is at 8 Pacific Business Park, Pacific Road, Cardiff CF24 5HJ (Assignor); and
- (4) **WHEY FORWARD HEALTH INDUSTRIES LTD.** incorporated and registered in England and Wales with company number 07832790 whose registered office is at B8 West Point Industrial Estate, Penarth Road, Cardiff, CF11 8JQ (Assignee).

Background

- (A) The Designers, have created the Registered Designs (short particulars of which are set out in the schedule to this Agreement) in the course of their employment by, or subject to an agreement with, the Assignor and on the instructions of the Assignee.
- (B) The Designers and the Assignor have agreed to assign to the Assignee, the Registered Designs and all copyright, database rights and design right in the Registered Designs on the terms set out in this Agreement.

Agreed terms

1. Assignment

In consideration of the sum of £1.00 GBP (receipt of which the Assignor expressly acknowledges), the Designers and the Assignor hereby assign to the Assignee absolutely all their right, title and interest in and to the following rights:

- (a) all copyright, database rights and rights in the nature of copyright and database rights subsisting in the whole or any part of the Registered Designs and in all preliminary drafts or earlier versions of the Registered Designs and in the materials used in the creation of the Registered Designs throughout the world;

- (b) all unregistered Community design rights, and design rights and rights in the nature of design right throughout the world, and the right to apply for registered design or similar protection conferred by the law of the UK and all other countries of the world, subsisting in the whole or any part of the Registered Designs and in all preliminary drafts or earlier versions of the Registered Designs and in the materials used in the creation of the Registered Designs;
- (c) the Registered Designs including the absolute entitlement to any registered designs granted pursuant to any of the applications comprised therein and, in respect of any and each application, the right to claim priority from and to prosecute and obtain grant of registered design; and
- (d) the right to extend to or register in or in respect of any country or territory in the world each and any of the Registered Designs,

in each case for the remainder of the term or, as applicable, for the full term of the same including any renewals, reversions, extensions or revivals, and together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these assigned rights, whether occurring before, on or after the date of this Agreement.

2. Warranties

The Assignor represents and warrants that, as at the date of this Agreement:

- (a) the Registered Designs are the original work of the Designers, and have not been and will not be copied wholly or substantially from any other design or any other source;
- (b) the Registered Designs were not commonplace in the relevant design field at the time of their creation;
- (c) the Registered Designs have individual character at the time they were made available to the public;
- (d) nothing has been done to make the assigned rights invalid;
- (e) it has not assigned or licensed or otherwise encumbered any of the rights assigned by this Agreement;
- (f) it is unaware of any infringement, or likely infringement, of any of the rights assigned by this Agreement or any challenge or likely challenge to the validity of any of the Registered Designs or of anything that might render any of the Registered Designs invalid or

prevent any application in the Registered Designs proceeding to grant; and

- (g) so far as it is aware, exploitation of the rights assigned by this Agreement will not infringe the rights of any third party.

3. Waiver of moral rights

Each of the Designers, being the sole authors of the Registered Designs, waive absolutely their moral rights arising under the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights they may have in any territory of the world.

4. Further assurance

- 4.1 At the Assignee's expense the Assignor and the Designers shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement, including assisting the Assignee in obtaining, defending and enforcing the Registered Designs, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this Agreement.

- 4.2 The Assignor and the Designers appoint the Assignee to be attorney in their names and on their behalf to execute documents, use the Assignor's and the Designers' names and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this Agreement.

- 4.3 The Assignor and the Designers undertake to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

5. Entire agreement

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

7. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

8. Governing law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule – The Registered Designs

Jurisdiction	Grant No.	Date filed	Date granted	Title
EM	003616135-0001	10/01/2017	20/01/2017	MIXERS, ELECTRIC [HOUSEHOLD](PART OF -)
EM	003616135-0002	10/01/2017	20/01/2017	MIXERS, ELECTRIC [HOUSEHOLD](PART OF -)
EM	003616135-0003	10/01/2017	20/01/2017	MIXERS, ELECTRIC [HOUSEHOLD](PART OF -)

Executed as a deed by MATTHEW
BLOFELD in the presence of:

Witness

ABRAHAM

Name: LIANNE SAMUEL

Address: 26 Bayview Road

BAYVIEW CREST WILF

[Signature]

Signature of Matthew Blofeld

Executed as a deed by JULIAN
SANDERS the presence of:

Witness

ABRAHAM

Name: LIANNE SAMUEL

Address: 26 Bayview Road

BAYVIEW CREST WILF

[Signature]

Signature of Julian Sanders

Executed as a deed by SANDERS
DESIGN ASSOCIATES LIMITED
acting by M. BLOFELD,
an authorised signatory, in the
presence of:

Witness

Name: CHRIS RICHARDS

Address: 5 PENNANTWEN RD

ROSEN CREST WILF

[Signature]

Signature of authorised signatory

Executed as a deed by WHEY
FORWARD HEALTH
INDUSTRIES LTD. acting by
N. Housman-Tone an
authorised signatory, in the
presence of:

Witness

Name: Benjamin Ellis

Address: 28 Lundy Drive, CH63 9JS

[Signature]

Signature of authorised signatory

20-2-17