

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5279543

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GRANT WILLIAM HOHAIA	08/14/2015
RECEIVING PARTY DATA		
Name:	JESANI LIMITED	
Street Address:	14 ANNE ROAD, HILLCREST	
City:	AUCKLAND	
State/Country:	NEW ZEALAND	
Postal Code:	0627	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	29642560	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
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ATTORNEY DOCKET NUMBER:	BALD-1-1014	
NAME OF SUBMITTER:	LAWRENCE D. GRAHAM	
SIGNATURE:	/Lawrence D. Graham/	
DATE SIGNED:	12/12/2018	
Total Attachments: 19		
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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

PARTIES

1. **GRANT WILLIAM HOHAIA**, a New Zealand citizen of 14 Anne Road, Hillcrest, Auckland, 0627, New Zealand (**Assignor**)
2. **JESANI LIMITED**, a New Zealand company, of 14 Anne Road, Hillcrest, Auckland, 0627, (**Assignee**)

INTRODUCTION

1. The Assignor is an director and employee of the Assignee, and in the course of this relationship, devised or contributed to the Invention and created or developed the Works.
2. The Assignor acknowledges that the Assignee is, or should be, the sole legal and beneficial owner of the Intellectual Property Rights as a result of the relationship between the Assignor and Assignee.
3. The Assignor has 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:

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 in the registered designs set out in the schedule and:

- (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 the date of last signature of this deed.

Encumbrance means any lien, mortgage, charge, encumbrance, security interest or other similar interest.

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, Copyright and Know-how; and
- (b) all Rights of Action.

Invention means the inventions described in the schedule and includes all Improvements to the Invention made before the execution of this deed.

Know-how means all information and knowledge relating to the Invention (including how to make and use the Invention) which is confidential and not public knowledge.

Patent Rights means all patent rights in relation to the Invention, including patent 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 the Assignor or 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 Assignor acknowledges), the Assignor assigns to the Assignee all of the Assignor's right, title and interest in and to the Intellectual Property Rights.

2.2. Further Assurances. Upon request and at the Assignee's cost, the Assignor will execute all documents and perform any other acts that may be necessary or desirable to:

- (a) perfect or confirm the Assignee's ownership of the Intellectual Property Rights;
- (b) assist the Assignee to defend or enforce its ownership of the Intellectual Property Rights; and
- (c) otherwise give effect to the intent of this deed.

2.3. Power of Attorney. To the extent that the Assignor breaches any of its obligations under this deed or cannot reasonably be located by the Assignee, the Assignor irrevocably appoints the Assignee to act as the Assignor's attorney to execute any documents, perform any acts and exercise all powers in the name of the Assignor that may be necessary to fulfil the Assignor's obligations under this deed. The Assignor will be deemed to have ratified all things done by the Assignee under this clause 2.3.

2.4. Waiver of Moral Rights. To the maximum extent permitted by law, the Assignor irrevocably and unconditionally waives all moral rights in relation to the Invention and Works to which the Assignor is now or may become entitled to in the future.

2.5. Consent to Assignment. To the extent that any other person has any right, title and interest in and to the Intellectual Property Rights, the Assignor irrevocably consents to the assignment by that person of such right, title and interest to the Assignee.

- 2.6. Provide Materials/Disclose Know-how.** Upon request, the Assignor will promptly:
- (a) provide to the Assignee all original versions of the Works, and any other materials relating to the Invention, that are in the Assignor's possession or under the Assignor's control; and
 - (b) disclose all Know-how that is known to the Assignor and unknown to the Assignee.
- 2.7. Improvements.** To the maximum extent permitted by law, if the Assignor creates any Improvements to the Invention and Works after the Effective Date, the Assignor:
- (a) will promptly notify the Assignee with details of those Improvements;
 - (b) acknowledges that the Assignee owns all right, title and interest in and to those Improvements; and
 - (c) will execute all documents and perform any other acts that may be necessary or desirable to perfect or confirm the Assignee's ownership of all right, title and interest in and to those Improvements.
- 2.8. Confidentiality.** The Assignor will keep confidential, at all times, all information relating to the Invention and Works, and will not disclose this information to any person, or publish it, without the prior written consent of the Assignee (provided that this will not apply to any information which is or becomes public knowledge, other than as a breach by the Assignor of this deed).
- 3. WARRANTIES**
- 3.1. Assignor's Warranties.** The Assignor warrants that:
- (a) the Assignor has the legal right and authority, and has taken all necessary actions, to enter into and perform its obligations under this deed;
 - (b) to the best of the Assignor's knowledge, the Intellectual Property Rights are assigned to the Assignee free from any Encumbrances; and
 - (c) any Works created by the Assignor are the Assignor's original works and have not been copied (in whole or in part) from any other works.
- 4. GENERAL**
- 4.1. 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.
- 4.2. 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.

SIGNATURES

SIGNED AS A DEED by **GRANT WILLIAM HOHAIA** in the presence of:

Signature

Date

14/8/15

Witness Signature

Witness Name

Witness Occupation

Witness Address

SIGNED AS A DEED for and on behalf of **JESANI LIMITED** in the presence of:

Signature of Director/Authorised Signatory

Name of Director/Authorised Signatory

Date

Witness Signature

Witness Name

Witness Occupation

Witness Address

SCHEDULE

In a first aspect the present invention may be said to broadly consist in a drainage channel adapted to receive fluid from a building floor and drain it to a waste outlet, comprising or including,

An upwardly open channel having a lower most floor portion and about the floor portion are sides to fluidly enclose and define the channel, on an upper most periphery of the channel a first one of the sides has a substantially planar flange extending outwardly therefrom, and on the upper most periphery a second one of the sides has a substantially planar flange extending outwardly or upwardly therefrom, and

A waste aperture in the floor portion to allow draining of the fluid from the channel to the waste outlet when fluidly connected thereto,

A grate supported from the floor portion via upstands unitary with, and extending from, a lower portion of the grate, the grate is adjusted in height via a height of the upstands to have an upper surface of the grate substantially at a desired height relative an upper surface of a finishing of the building floor,

Wherein the channel can be substantially located within an aperture in the building floor and the substantially planar flange(s) extending outwardly can be secured to an upper presenting surface of the floor, and the substantially planar flange extending upwardly can be secured to an upward surface of a channel surrounding wall, to hold the drainage channel in place,

Such that a drainage channel can be located in the building floor for removal of fluid therefrom.

Preferably the drainage channel requires no support from below, it is only secured in place by the planar flanges.

Preferably any necessary waterproofing and floor finishing is located over the top of the planar flanges.

Preferably the waterproofing extends from the planar flanges at least in part down into the channel.

Preferably the drainage channel is formed from a thin walled material, including, but not limited to,

a metal sheet folded and formed, or

a plastics material, moulded or extruded.

Preferably the drainage channel has the planar flanges on at least two or more sides.

Preferably each of the sides of the channel has a planar flange extending therefrom.

Preferably those planar flanges that are adjacent each other and extending outwardly are joined together.

Preferably those planar flanges that are adjacent each other and extending upwardly are joined together.

Preferably those sides adjacent a wall have upwardly extending substantially planar flanges.

Preferably those sides adjacent a building floor have outwardly extending substantially planar flanges.

Preferably the planar flanges are secured to the building floor and walls using penetrative fastenings through the planar flanges and into the floor and walls.

Preferably said channel is located in a building floor in any one or more of the following locations,

A shower for draining fluid therefrom,

A floor of a bathroom, laundry or kitchen for draining spilled or cleaning fluids therefrom,

At or near a threshold between a first area (such as a bathroom, laundry or kitchen and a hallway or similar potential source of fluid) for draining of fluid that may be spilt in that area to prevent that fluid moving into a second area.

Preferably the channel is manufactured in certain standard lengths and is cut and formed to the length as needed.

Preferably all that is needed to specify the drainage channel for installation is the length that is required of the channel.

In another aspect the present invention may be said to broadly consist in a method of installing or providing a drainage channel adapted to receive fluid from a building floor and drain it to a waste outlet, comprising or including the steps of,

Providing an upwardly open channel having a lower most floor portion and about the floor portion are sides to fluidly enclose and define the channel, on an upper most periphery of the

channel a first one of the sides has a substantially planar flange extending outwardly therefrom, and on the upper most periphery a second one of the sides has a substantially planar flange extending outwardly or upwardly therefrom, and a waste aperture in the floor portion to allow draining of the fluid from the channel to the waste outlet when fluidly connected thereto,

located the channel into an aperture in the building floor and securing the planar flanges to an upper presenting surface of the floor, and/or surrounding wall, to hold the drainage channel in place, and the drainage channel requires no support from below, it is only secured in place by the planar flanges,

fluidly connecting the waste aperture to a waste outlet of the building,

applying waterproofing at least to the building floor over the planar flanges and at least in part down into the channel,

laying a building floor finishing at least to an upper periphery of the channel, and

locating a grate into the channel, the grate being supported from the floor portion via upstands unitary with, and extending from, a lower portion of the grate,

adjusting the grate height via a height of the upstands to have an upper surface of the grate substantially at a desired height relative an upper surface of a finishing of the building floor,

Such that a drainage channel can be located in the building floor for removal of fluid therefrom to the waste outlet.

Preferably the planar flanges are secured to the building floor and walls using penetrative fastenings through the planar flanges and into the floor and walls.

Preferably a finishing on a surrounding wall extends down past the periphery of the channel.

Preferably said channel is located in a building floor in any one or more of the following locations,

A shower for draining fluid therefrom,

A floor of a bathroom, laundry or kitchen for draining spilled or cleaning fluids therefrom,

At a threshold between a bathroom, laundry or kitchen and a hallway or similar for draining of fluid that may be spilt in the bathroom, laundry or kitchen to prevent that fluid moving into the hallway or similar.

Preferably the method includes the step of sizing a length of the channel to a length of the building floor aperture.

In yet another aspect the present invention may be said to broadly consist in a kit of parts for a drainage channel adapted to receive fluid from a building floor and drain it to a waste outlet, comprising or including,

An upwardly open channel having a lower most floor portion and about the floor portion are sides to fluidly enclose and define the channel, on an upper most periphery of the channel a first one of the sides has a substantially planar flange extending outwardly therefrom, and on the upper most periphery a second one of the sides has a substantially planar flange extending outwardly or upwardly therefrom, and

A waste aperture in the floor portion to allow draining of the fluid from the channel to the waste outlet when fluidly connected thereto,

A grate able to be supported from the floor portion via upstands unitary with, and extending from, a lower portion of the grate, the grate able to be adjusted in height via a height of the upstands to have an upper surface of the grate substantially at a desired height relative an upper surface of a finishing of the building floor,

Wherein the channel can be substantially located within an aperture in the building floor and the substantially planar flange(s) extending outwardly can be secured to an upper presenting surface of the floor, and the substantially planar flange extending upwardly can be secured to an upward surface of a channel surrounding wall, to hold the drainage channel in place, and the drainage channel requires no support from below, it is only secured in place by the planar flanges,

Such that a drainage channel can be located in the building floor for removal of fluid therefrom.

Preferably said kit is supplied with penetrative fastenings to secure the substantially planar flanges to a building floor and (if present) a wall.

Preferably the kit is supplied with a sealing gaskets for the waste outlet.

In another aspect the present invention may be said to broadly consist in a drainage channel as described herein with reference to any one or more of the accompanying drawings.

In another aspect the present invention consists in a method of installing or providing a drainage channel as described herein with reference to any one or more of the

accompanying drawings.

In another aspect the present invention consists in a kit of parts as described herein with reference to any one or more of the accompanying drawings.

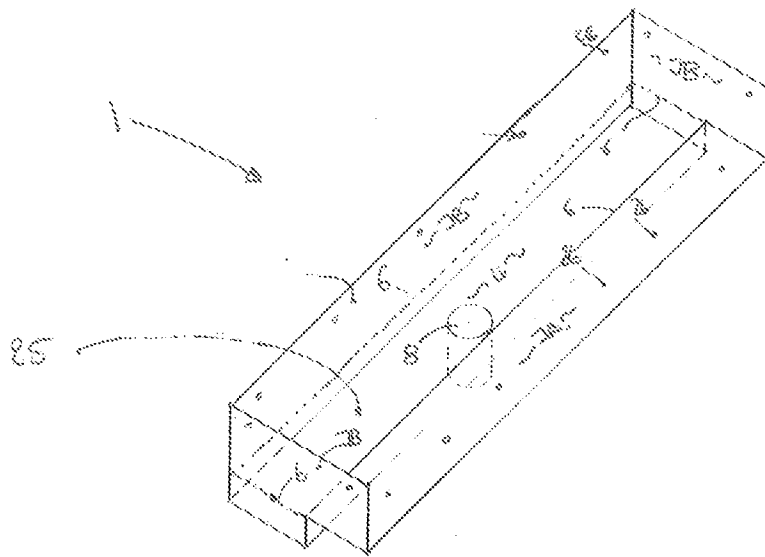


FIGURE 1

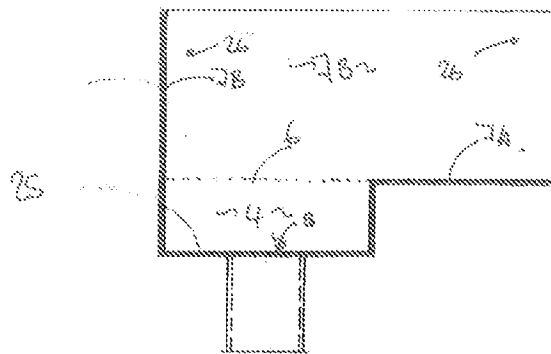


FIGURE 2

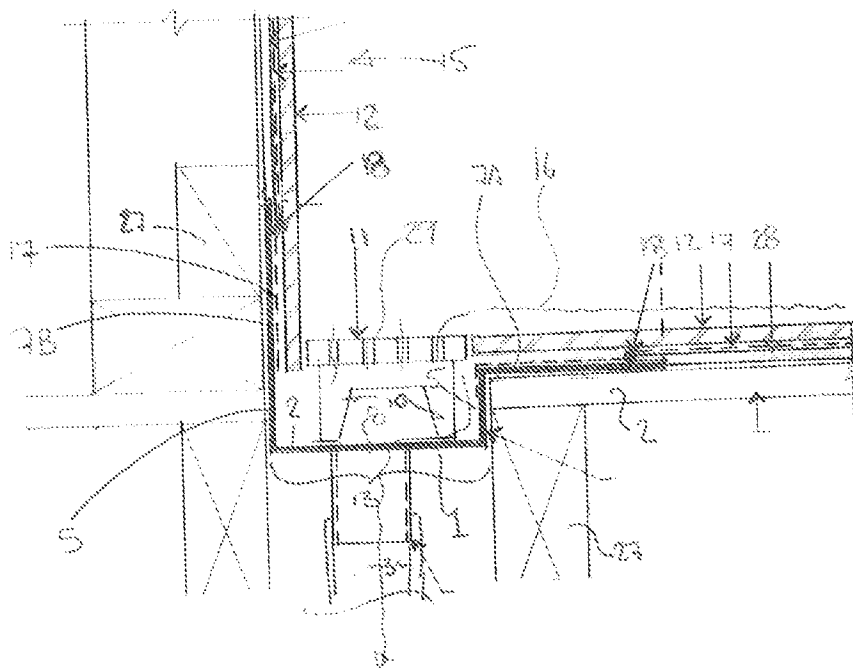


Figure 3

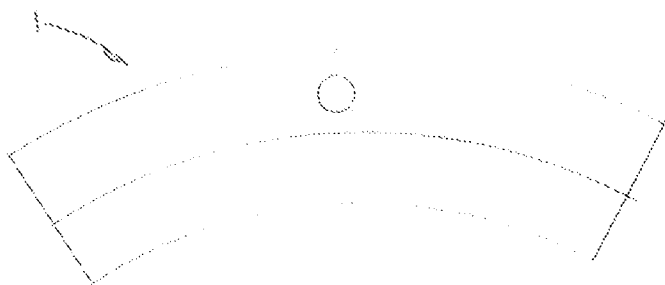
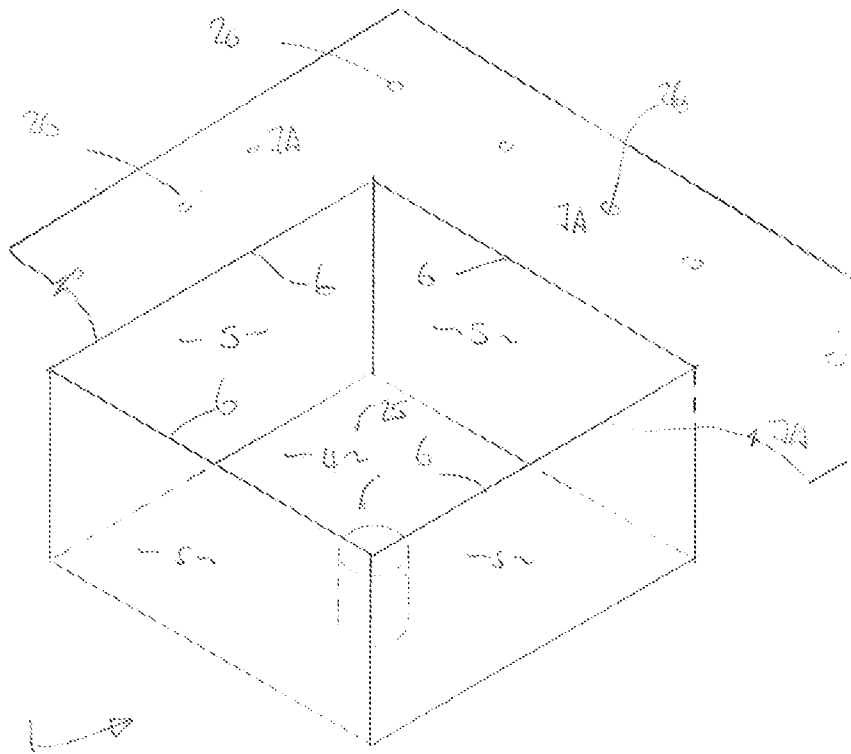


Figure 4



From 5

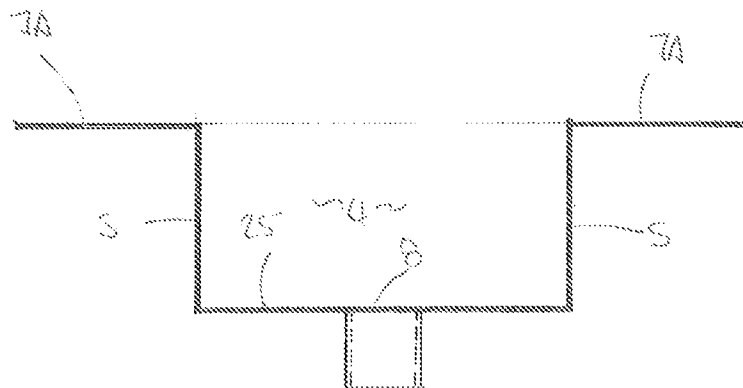


Figure 6

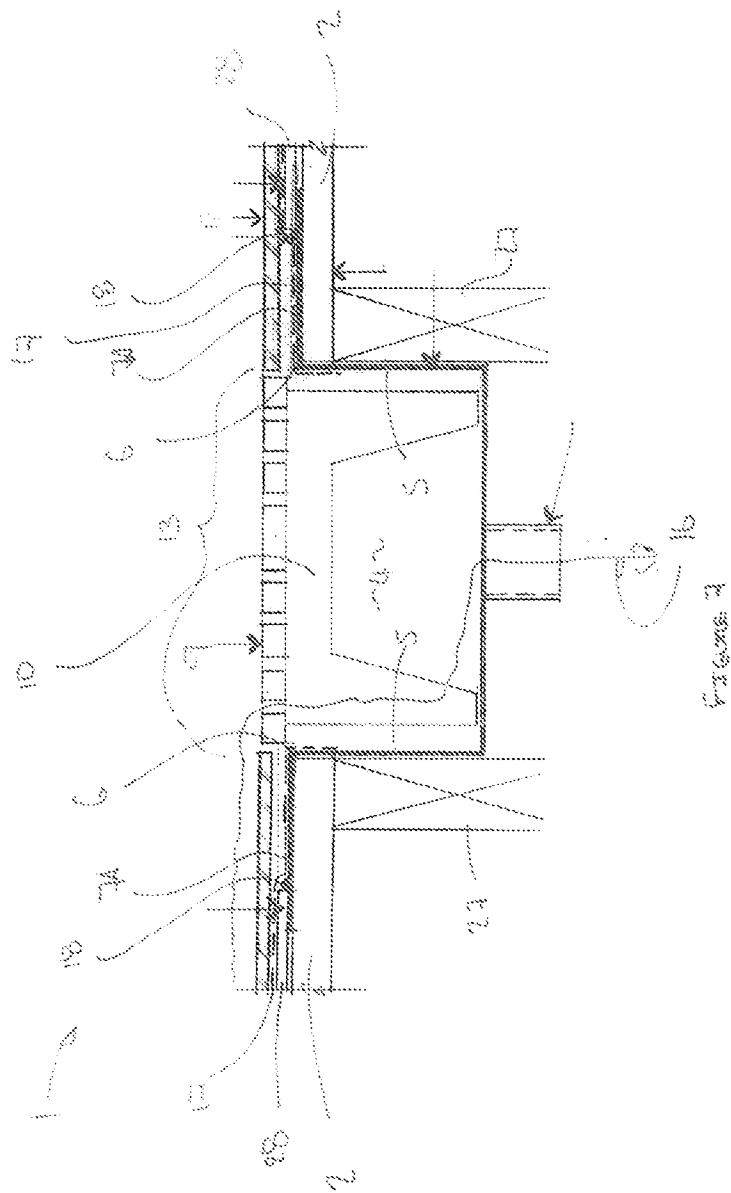


Figure 2

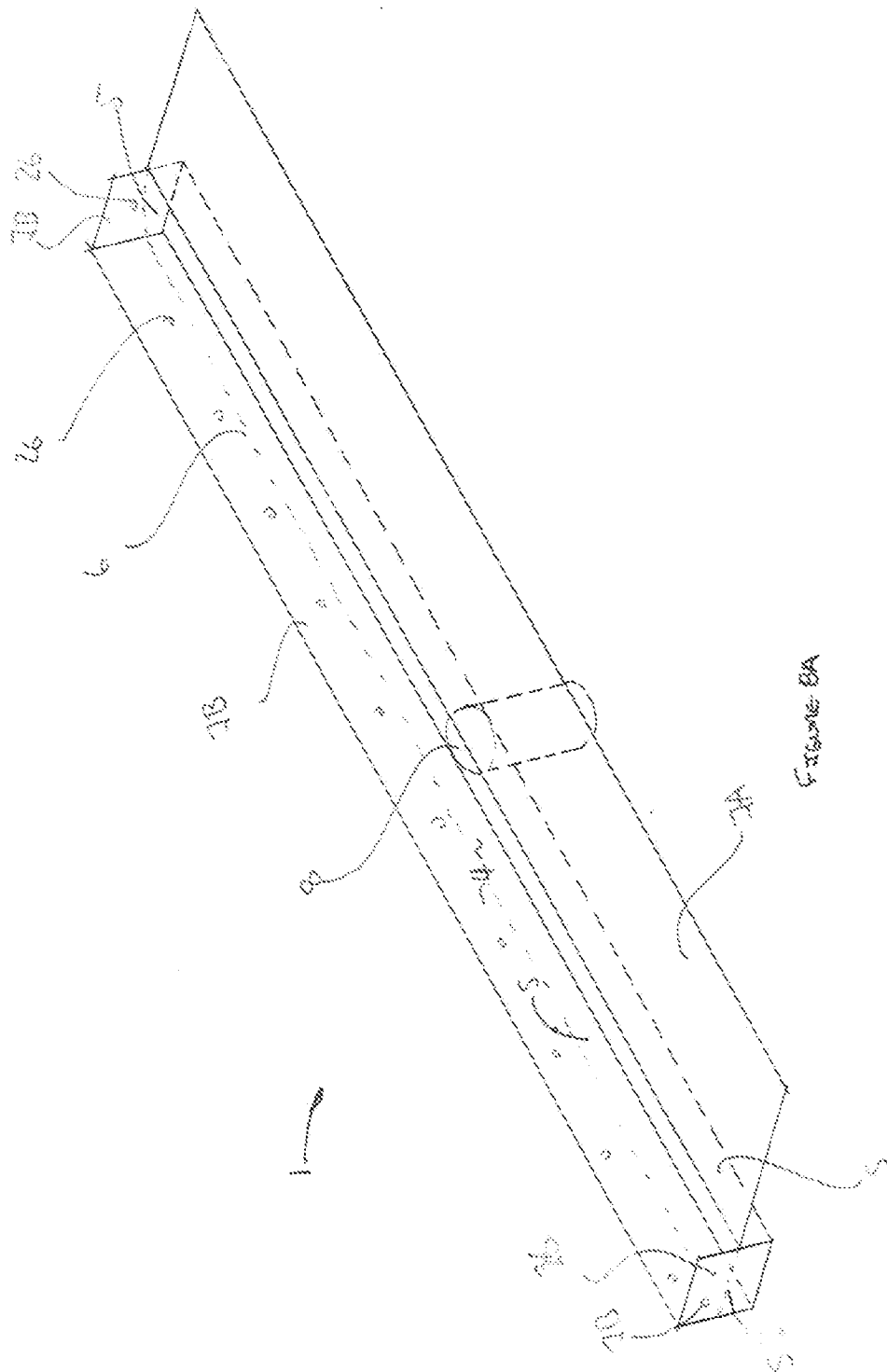


Figure 8A

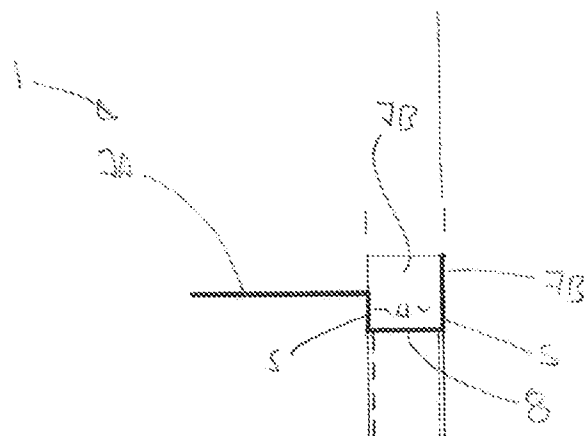


Figure 9A

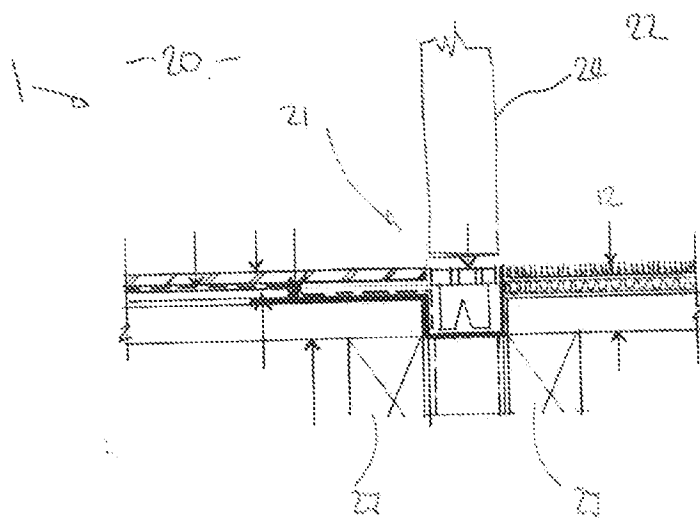


Figure 10A

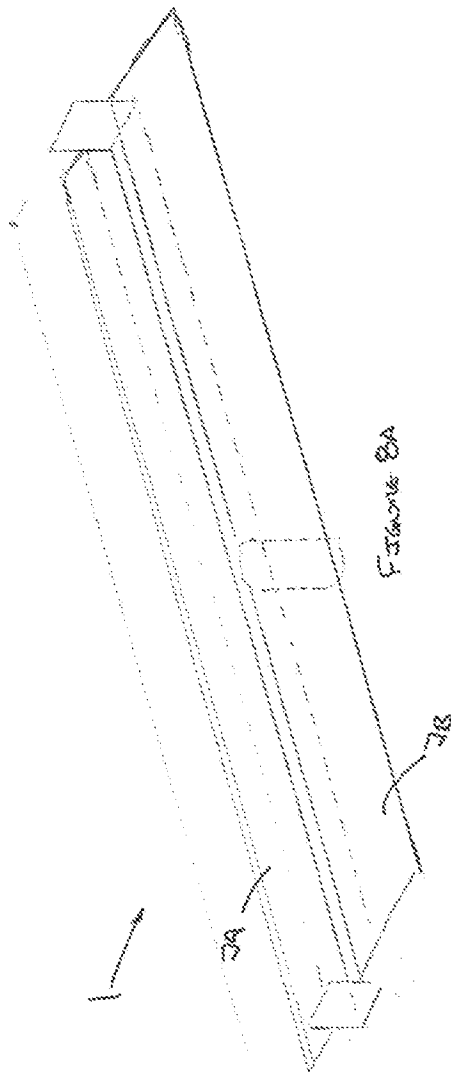


FIGURE 8A

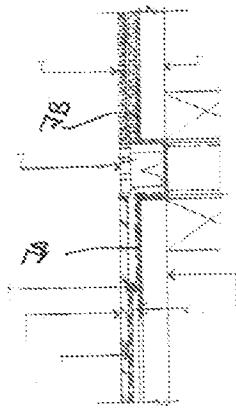


FIGURE 10B

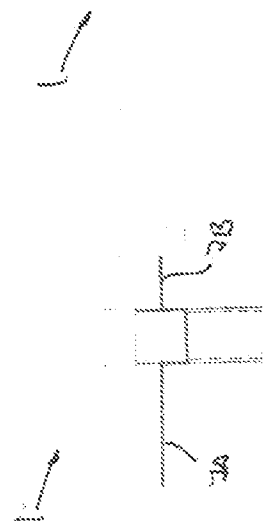


FIGURE 9B

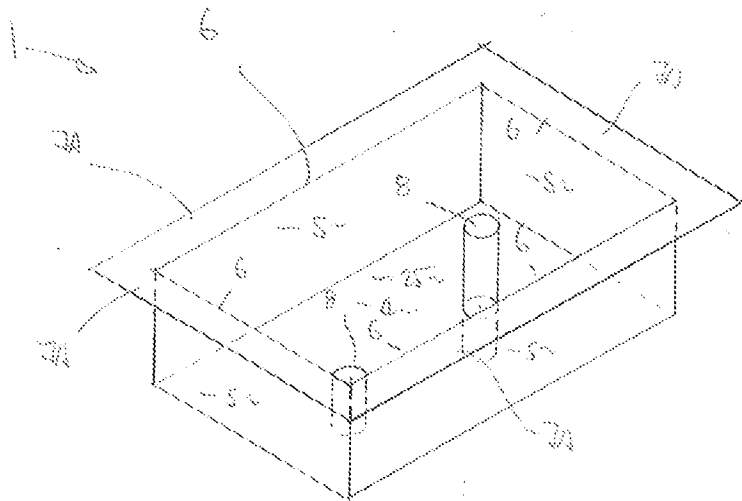


Figure 11

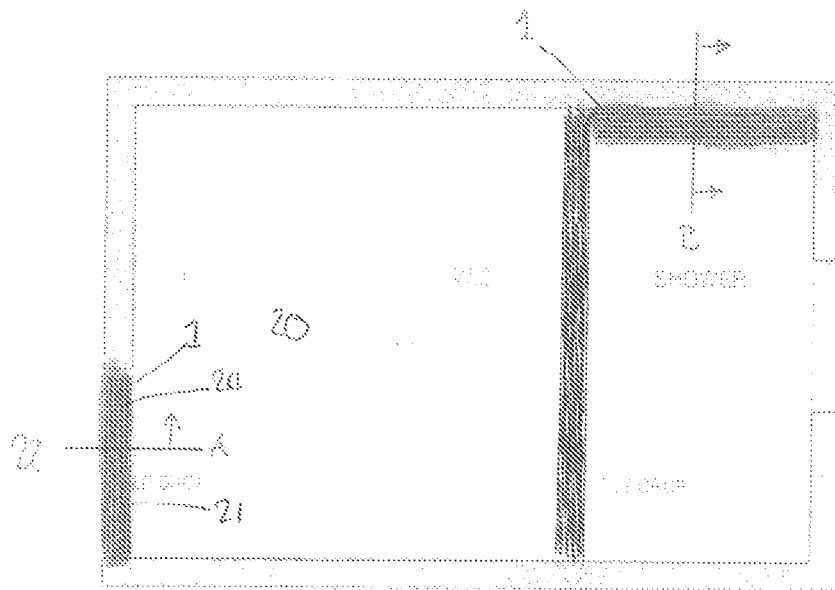
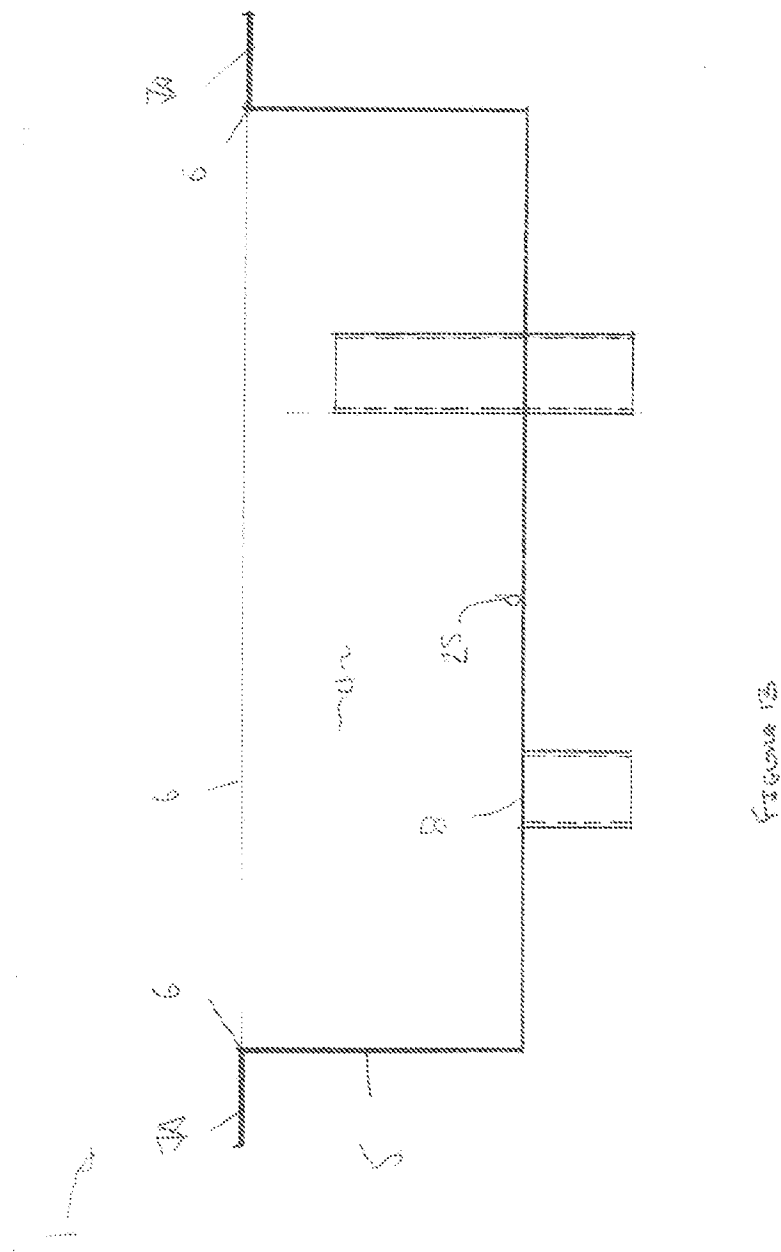


Figure 12



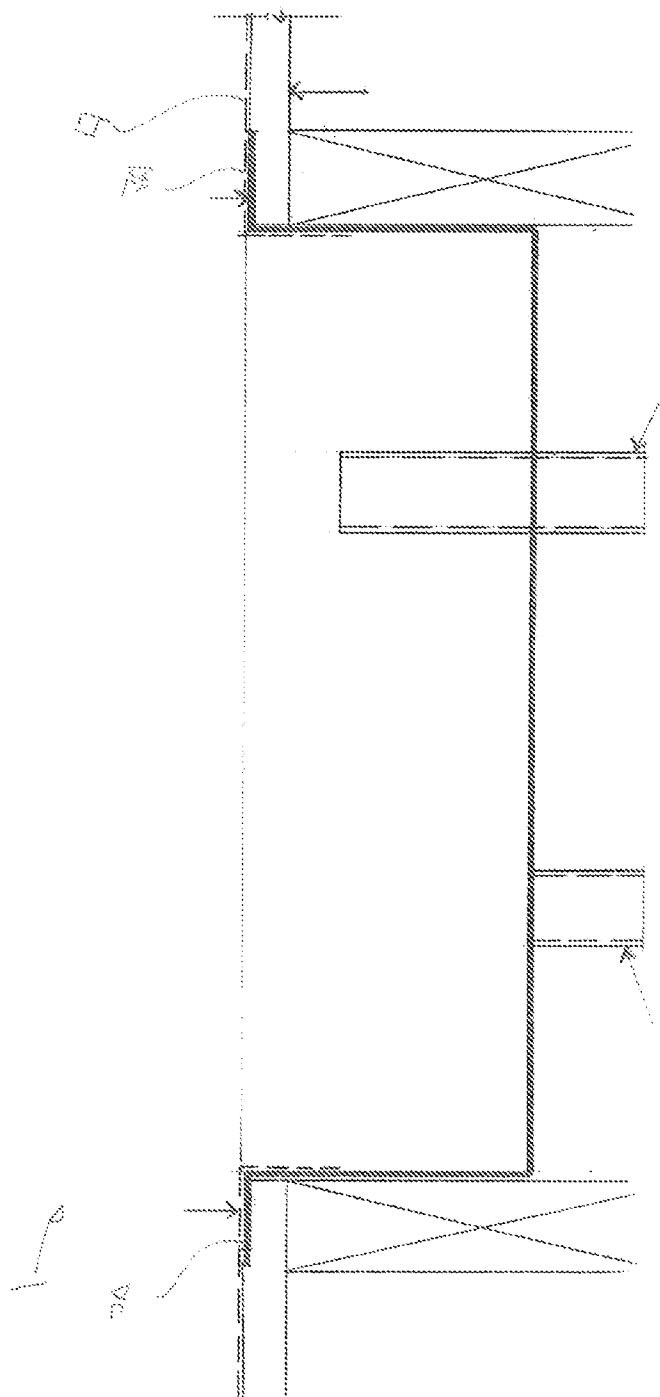


FIGURE 14