

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5354467

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRU-TEST LIMITED	09/28/2018
RECEIVING PARTY DATA	
Name:	DATAMARS SA
Street Address:	VIA INDUSTRIA 16
City:	LAMONE
State/Country:	SWITZERLAND
Postal Code:	6814
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6265981
Patent Number:	6459381
Patent Number:	6705247
Patent Number:	D669083
CORRESPONDENCE DATA	
Fax Number:	(310)820-5988
<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:	404-872-7000
Email:	BSTZFIPGroup@wbd-us.com, nedy.calderon@wbd-us.com
Correspondent Name:	WOMBLE BOND DICKINSON (US) LLP ATTN: IP
Address Line 1:	P.O. BOX 7037
Address Line 4:	ATLANTA, GEORGIA 30357-0037
ATTORNEY DOCKET NUMBER:	106340G001 DATAMARS
NAME OF SUBMITTER:	ERIC S HYMAN
SIGNATURE:	/eric s hyman/
DATE SIGNED:	01/31/2019
Total Attachments: 14	
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**Deed of Assignment of
TTL Intellectual Property Rights**

Tru-Test Limited

Assignor

and

Datamars SA

Assignee

HEIMSATH ALEXANDER[®]

Level 1, Shed 22,
Princes Wharf, 147 Quay Street
P O Box 105884, Auckland City
Auckland 1143

DEED OF ASSIGNMENT OF TTL INTELLECTUAL PROPERTY RIGHTS

This Deed is made on the 28 day of SEPTEMBER 2018

BETWEEN

1. **Tru-Test Limited** a company incorporated in New Zealand under company number 252514 and having its registered office at 25 Carbine Road, Mount Wellington, Auckland (the "Assignor"); and
2. **DATAMARS SA** at Via ai Prati CH6930 Bedano-Lugano, Switzerland (the "Assignee").

RECITALS

- A. The Assignor is the owner of the TTL IP Assets.
- B. Pursuant to the Agreement, the Assignor has sold and the Assignee has purchased certain businesses and assets of the Assignor, including all Intellectual Property Rights for and used in connection with the said businesses.
- C. Pursuant to the Agreement, the Assignor and the Assignee wish to record the transfer and assignment of the TTL IP Assets from the Assignor to the Assignee for the purpose of recording such transfer and assignment on any applicable register.
- D. The Assignor and the Assignee have made this Deed accordingly.

1. DEFINITIONS

- 1.1 "Agreement" means the Agreement for Sale and Purchase of Shares and Assets dated 4 May 2018;
- 1.2 "Businesses" has the same meaning as set out in the Agreement;
- 1.3 "Completion" has the same meaning as set out in the Agreement;
- 1.4 "Deed" means this Deed of Assignment of the TTLIP Assets;
- 1.5 "Designs" means the registered designs listed in Schedule 2;
- 1.6 "Domain Names" the registered domain names listed in schedule 3;
- 1.7 "Intellectual Property" means trade marks, service marks, logos, trade names, business names, domain names, patents, inventions, design rights, copyrights (including without limitation, software, websites and database rights), know-how and all similar rights, including without limitation, any registrations of such rights, applications and rights to apply for such registrations;
- 1.8 "Patents" means the registered patents listed in Schedule 1; and

1.9 "TTL IP Assets " means all rights and interests of the Assignor (whether as owner, licensee or otherwise) in and to the Intellectual Property used by or in relation to the Businesses, including but not limited to the Patents, the Designs and the Domain Names.

2. OPERATIVE PART

2.1 For good and valuable consideration, the receipt and legal sufficiency of which the Assignor hereby acknowledges, the Assignor hereby assigns to the Assignee absolutely with effect from Completion (and to the extent that such assignment has already been effected under the Agreement, now confirms the assignment to the Assignee of), all of the Assignor's right, title and interest in the TTL IP Assets , including all statutory and common law rights attaching thereto, and all rights of action, powers and benefits of the same, including the right to sue for past infringement and to retain any damages obtained as a result of such action to hold the above unto and to the Assignee absolutely.

3. COUNTERPARTS

3.1 This Deed may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute the same instrument.

4. DELIVERY

4.1 Without limiting any other mode of delivery this Deed will be delivered by each of the parties to this Deed on the earlier of:

- (a) physical delivery of an original of this Deed, executed by that party, into the custody of the other party or its solicitors; or
- (b) transmission in electronic form by any means of electronic communication by that party, its solicitors or any other person authorised in writing by that party of a facsimile, photocopied or scanned copy of an original of this Deed, executed by that party, to the other party or its solicitors.

5. WAIVER

5.1 No failure or delay by any party in exercising any right, power or privilege under this Deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this Deed.

6. FURTHER ASSURANCES

6.1 The Assignor will, promptly on request of the Assignee, sign all documents and do all things necessary to give effect to the intention of the parties as reflected in this Deed including, without limitation, by promptly at the Assignee's request (to the extent the Assignor has not already done so):

- (a) providing the Assignee with:


- (i) such password and technical information as is necessary for the Assignee to use the Domain Names as intended by the Agreement;
 - (ii) full details of and all information relating to the Patents (including, without limitation, the circumstances of invention and creation of the Patents and any copyright and design rights in or to these things); and
- (b) taking such steps as the Assignee may reasonably require to have the Assignee entered on the relevant registers as owner of the Patents, the Designs and the Domain Names.

7. GOVERNING LAW

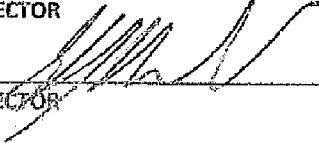
7.1 This Deed is governed by the laws of New Zealand and the parties hereby submit to the exclusive jurisdiction of the Courts of New Zealand.

EXECUTED AS A DEED

EXECUTED by Tru-Test Limited by its duly authorised Directors in the presence of:



DIRECTOR



DIRECTOR

EXECUTED by DATAMARS SA by its duly authorised Directors in the presence of:

DIRECTOR

DIRECTOR

- (i) such password and technical information as is necessary for the Assignee to use the Domain Names as intended by the Agreement;
 - (ii) full details of and all information relating to the Patents (including, without limitation, the circumstances of invention and creation of the Patents and any copyright and design rights in or to these things); and
- (b) taking such steps as the Assignee may reasonably require to have the Assignee entered on the relevant registers as owner of the Patents, the Designs and the Domain Names.

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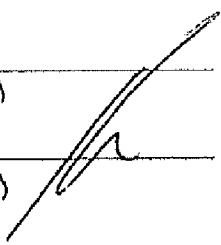
DIRECTOR

DIRECTOR

EXECUTED by DATAMARS SA by its duly authorised Directors in the presence of:

DIRECTOR (CLA)

DIRECTOR (DPL)



- (i) such password and technical information as is necessary for the Assignee to use the Domain Names as intended by the Agreement;
 - (ii) full details of and all information relating to the Patents (including, without limitation, the circumstances of invention and creation of the Patents and any copyright and design rights in or to these things); and
- (b) taking such steps as the Assignee may reasonably require to have the Assignee entered on the relevant registers as owner of the Patents, the Designs and the Domain Names.

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DIRECTOR

DIRECTOR

EXECUTED by DATAMARS SA by its duly authorised Directors in the presence of:

DIRECTOR

DIRECTOR

SCHEDULE 1
Patents
New Zealand Patents

Pat. No.	Title	Filing date	Renewal due date	Expiry date	Case status
500555	Transmission of signals along a fence line without an earth probe	14 Oct 1999	N/A	14 Oct 2019	Granted
501475	A detector device	02 Dec 1999	N/A	08 Dec 2020	Granted
507954	Improvements in remote control and data logging	01 Apr 1999	N/A	01 Apr 2019	Granted
509061	Output protected energiser	21 Dec 2000	N/A	21 Dec 2021	Granted
509130	Improvements in data transmission	22 Dec 2000	N/A	21 Dec 2021	Granted
510087	Apparatus for detecting operation of an electric fence	22 Feb 2001	N/A	22 Feb 2021	Granted
523290	Improvements in weighing systems	20 Dec 2002	N/A	22 Dec 2023	Granted
535719	An electric fence energiser	04 Oct 2004	N/A	05 Oct 2025	Granted
560968	Electric fence system and components thereof	24 Aug 2007	N/A	26 Aug 2028	Granted
579650	A monitoring device, method and system	15 Sep 2009	15 Sep 2019	15 Sep 2030	Granted
583589	Electric fence system and components thereof	24 Aug 2007	N/A	26 Aug 2028	Granted
585230	Electric fence tester and method of testing an electric fence	01 Jun 2010	N/A	01 Sep 2031	Granted
607387	Electric fence system and components thereof	26 Aug 2008	26 Aug 2019	26 Aug 2028	Granted
611854	An electric fence connector	12 Jun 2013	N/A	12 Jun 2033	Granted
613100	An electric fence connector	13 Jun 2012	12 Jun 2019	12 Jun 2033	Granted
617387	Hinge assembly	08 Jul 2010	06 Jul 2019	06 Jul 2031	Granted

IP #	Title	Filing date	Renewal due date	Expiry date	Case status
629456	Insulator and pin	24 Jan 2014	27 Aug 2019	27 Aug 2034	Granted
631760	An electric fence energizer output transformer	12 Sep 2014	12 Sep 2019	12 Sep 2034	Granted
718572	An electric fence energizer system and methods of operation and components thereof	12 Sep 2014	12 Sep 2019	12 Sep 2034	Granted
724568	Insulator	21 Sep 2015	21 Sep 2020	N/A	Filed
736409	An electric fence energizer system and methods of operation and components thereof	12 Sep 2014	N/A	N/A	Examined

Australian Patents

IP #	Title	Filing date	Renewal due date	Expiry date	Case status
2018201113	An electric fence connector	15 Feb 2018	12 Jun 2019	12 Jun 2023 2033	Filed
2016266067	Electric fence system and method of operation	02 Dec 2016	22 Aug 2019	22 Aug 2028	Filed
2015316243	An electric fence energizer system and methods of operation and components thereof	11 Sep 2015	11 Sep 2019	11 Sep 2035	Filed
2015200317	Insulator and pin	23 Jan 2015	23 Jan 2019	23 Jan 2035	Filed
2013273826	Electric fence system and components thereof	23 Dec 2013	22 Aug 2019	22 Aug 2028	Granted
2013100818	An electric fence connector	12 Jun 2013	12 Jun 2019	12 Jun 2021	Granted
2008293136	Electric fence system and components thereof	22 Aug 2008	22 Aug 2019	22 Aug 2028	Granted
200520162	An electric fence energiser	04 Oct 2005	04 Oct 2018	04 Oct 2025	Granted
784274	Improvements in data transmission	20 Dec 2001	20 Dec 2018	20 Dec 2021	Granted
784575	Output protected energiser	19 Dec 2001	19 Dec 2018	19 Dec 2021	Granted
785408	Apparatus for detecting operation of an electric fence	26 Feb 2001	26 Feb 2019	26 Feb 2021	Granted

No knowledge.

United States Patents

IP #	Title	Filing date	Renewal due date	Expiry date	Case status
15/510367	An electric fence energizer system and methods of operation and components thereof	11 Sep 2015	N/A	11 Sep 2035	Filed
6705247	Remote control and data logging	02 Oct 2000	N/A	02 Oct 2020	Granted
6459381	Apparatus for detecting operation of an electric fence and fence charger	16 Mar 2001	N/A	16 Mar 2021	Granted

IP #	Title	Filing date	Renewal due date	Expiry date	Case status
6265981	Apparatus for detecting operation of an electric fence and fence charger	27 Aug 1999	N/A	27 Aug 2019	Granted

Other countries - Patents

Country	IP #	Title	Filing date	Renewal due date	Expiry date	Case status
Germany	212013090131.2	Electric fence connector	13 Jun 2012	12 Jun 2019	29 Jan 2025	Granted
EU	15794345.7	An electric fence energizer system and methods of operation and components thereof	11 Sep 2015	11 Sep 2019	11 Sep 2035	Filed
France	0116779	Output protected energiser	21 Dec 2000	21 Dec 2018	21 Dec 2021	Granted
South Africa	2005/07965	An electric fence energizer	04 Oct 2004	03 Oct 2018	03 Oct 2025	Granted
South Africa	2010/02005	Electric fence system and components thereof	22 Aug 2008	22 Aug 2019	22 Aug 2028	Granted
South Africa	2017/01984	An electric fence energizer system and methods of operation and components thereof	11 Sep 2015	11 Sep 2019	11 Sep 2035	Granted

No transfer.

SCHEDULE 2

Designs

New Zealand Designs

IP #	Title	Filing date	Renewal due date	Expiry date	Case status
413641	A wireless tag reader	17 May 2010	17 May 2020	17 May 2025	Registered
413742	A wireless tag reader	17 May 2010	17 May 2020	17 May 2025	Registered
416367	An electric fence connector	13 Jun 2012	13 Jun 2022	13 Jun 2027	Registered
418429	An insulator and pin	24 Jan 2014	24 Jan 2019	24 Jan 2029	Registered
421416	An insulator	05 Apr 2016	05 Apr 2021	05 Apr 2031	Registered
421539	A gate handle and/or an electric fence connector	04 May 2016	04 May 2021	04 May 2031	Registered
421540	A gate handle and/or an electric fence connector	04 May 2016	04 May 2021	04 May 2031	Registered
421541	A gate handle and/or an electric fence connector buckle	04 May 2016	04 May 2021	04 May 2031	Registered
422092	Electric fence controller	20 Sep 2016	20 Sep 2021	20 Sep 2031	Registered

Australian Designs

IP #	Title	Filing date	Renewal due date	Expiry date	Case status
201711102	Electric fence controller	24 Feb 2017	24 Feb 2022	24 Feb 2027	Registered
358343	An insulator with pin	16 Jul 2014	16 Jul 2019	16 Jul 2024	Registered
347523	A connector and/or an electric fence handle	12 Dec 2012	N/A	12 Dec 2022	Registered
334191	A wireless tag reader	15 Nov 2010	N/A	15 Nov 2020	Registered
325987	Electric fence trigger	30 Jan 2009	N/A	30 Jan 2019	Registered

European Union Designs

IP #	Title	Filing date	Renewal due date	Expiry date	Case status
001245625-0001	Readers	17 Nov 2010	17 Nov 2020	17 Nov 2035	Registered

United States Designs

IP #	Title	Filing date	Renewal due date	Expiry date	Case status
D669083	Wireless tag reader	16 Nov 2010	N/A	16 Oct 2026	Registered

Other Countries - Designs

Country	IP #	Title	Filing date	Renewal due date	Expiry date	Case status
France	01 4987	Form of the Fence Alert case	21 Aug 2001	N/A	21 Aug 2026	Registered
Belgium	27800-00	Form of WB milk meter flask	18 Nov 1996	N/A	18 Nov 2021	Registered
Germany	M9609539-0001	Form of WB milk meter flask	18 Nov 1996	N/A	18 Nov 2021	Registered

SCHEDULE 3

Domain Names

Domain	Registrant	Website Status	Expiry
feaningshed.co.nz	Tru-Test Limited (Information Services Dept)	Active	24/11/2018
rfloats.co.nz	Tru-Test Limited (Information Services Dept)	Active	7/02/2020
leistalkdairy.co.nz	Tru-Test Limited (Information Services Dept)	Active	19/11/2018
leistalkdystock.co.nz	Tru-Test Limited (Information Services Dept)	Active	19/11/2018
leistalkdrectment.co.nz	Tru-Test Limited (Information Services Dept)	Active	19/11/2018

RECORDED: 01/31/2019

PATENT
REEL: 048213 FRAME: 0690