

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5400230

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|---|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| WORKPLACE STRATEGIES LIMITED | 02/28/2019 |
| RECEIVING PARTY DATA | |
| Name: | FABRICKS LIMITED |
| Street Address: | DESIGN HOUSE CASWELL ROAD |
| Internal Address: | BRACKMILLS INDUSTRIAL ESTATE |
| City: | NORTHAMPTON, NORTHAMPTONSHIRE |
| State/Country: | UNITED KINGDOM |
| Postal Code: | NN4 7PW |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 29601369 |
| 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> | |
| Phone: | 9498551246 |
| Email: | NROBERTS@STETINALAW.COM |
| Correspondent Name: | STETINA BRUNDA GARRED & BRUCKER |
| Address Line 1: | 75 ENTERPRISE |
| Address Line 2: | SUITE 250 |
| Address Line 4: | ALISO VIEJO, CALIFORNIA 92656 |
| ATTORNEY DOCKET NUMBER: | OCEEI-001DUS (2) |
| NAME OF SUBMITTER: | SHUNSUKE S. SUMITANI |
| SIGNATURE: | /SSS/ |
| DATE SIGNED: | 03/01/2019 |
| Total Attachments: 7 | |
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DATED

28/02/2019

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

between

WORKPLACE STRATEGIES LIMITED

and

FABRICKS LIMITED

CONTENTS

CLAUSE

| | | |
|----|-------------------------------------|---|
| 1. | Assignment..... | 1 |
| 2. | Proceedings | 2 |
| 3. | Further assurance | 2 |
| 4. | Governing law and jurisdiction..... | 2 |

SCHEDULE

| | | |
|------------|---------------------------|---|
| SCHEDULE 1 | WORKS..... | 3 |
| SCHEDULE 2 | REGISTERED IPRs..... | 4 |
| Part 1. | Registered Designs | 4 |
| Part 2. | Design applications | 4 |

THIS AGREEMENT is dated 28 February 2019

PARTIES

- (1) **WORKPLACE STRATEGIES LIMITED, formally known as FABRICKS LTD** a company registered in England and Wales under number 06794713, whose current registered office is No 9 Queen Ethelburgas Gardens, Harrogate, North Yorkshire, HG3 2GF (**Assignor**).
- (2) **FABRICKS LIMITED, formally known as SEEBECK 155 LIMITED** a company registered in England and Wales under number 10757460, whose current registered office is Design House Caswell Road, Brackmills Industrial Estate, Northampton, Northamptonshire, United Kingdom, NN4 7PW (**Assignee**).

BACKGROUND

- (A) By a Intellectual Property Transfer Agreement dated 27 June 2017 between the Assignor and the Assignee (**IPT Agreement**) the Assignor has agreed to assign to the Assignee all their intellectual property rights in the Work on the terms set out below.

AGREED TERMS

1. INTERPRETATION

The definition in this clause applies in this agreement.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

2. ASSIGNMENT

2.1 Pursuant to the IPT Agreement and in consideration of the sum of £1 exclusive of value added tax (receipt of which the Assignor hereby acknowledges), the Assignor assigns to the Assignee with full title guarantee the following rights:

- (a) all their Intellectual Property Rights in the Works including the rights to apply for and obtain registered intellectual property rights as are available in all countries of the world, together with the priority thereof;
- (b) all their Intellectual Property Rights in the IPRs including the rights to apply for and obtain such registered intellectual property rights as are

available in all countries of the world, together with the priority thereof; and

- (c) the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause 2.1 which occurred prior to the date of this assignment.

3. **PROCEEDINGS**

The Assignor agrees and undertakes to provide to the Assignee (at its request) all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this agreement. The parties rights and obligations under this clause will survive the termination of this agreement and all other relationships between the Assignor and the Assignee indefinitely.

4. **FURTHER ASSURANCE**

The Assignor agrees and undertakes to, at the cost and expense of the Assignee, do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time reasonably require in order to give the Assignee the full benefit of this agreement, whether in connection with any registration of title or other similar right or otherwise specifically including but not limited to obtaining, enforcing and/or defending the same. The parties rights and obligations under this clause will survive the termination of this agreement and all other relationships between the Assignor and the Assignee indefinitely.

5. **GOVERNING LAW AND JURISDICTION**

- 5.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales
- 5.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Works

Any and all designs disclosed or claimed in the IPRs set out in Schedule 2.

Schedule 2 Registered IPRs

Part 1. Registered Designs

| Description | Jurisdiction | Application number |
|---------------------------------|--------------|--------------------|
| Walls, Modular building systems | EU | 003865203-0001 |
| Walls, Modular building systems | EU | 003865203-0002 |
| Walls, Modular building systems | EU | 003865203-0003 |
| Walls, Modular building systems | EU | 003865203-0004 |
| Modular Wall | UK | 6011028 |
| Modular Wall | UK | 6011029 |
| Modular Wall | UK | 6011030 |
| Modular Wall | UK | 6011031 |

Part 2. Design applications

| Description | Jurisdiction | Application number |
|--------------|--------------|--------------------|
| Modular Wall | US | 29/601369 |

Signed for and on behalf of
WORKPLACE STRATEGIES
LIMITED



(Sign)

By

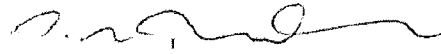
MAR SIKORA

(Name)

Director

(Position / Job Title)

Signed for and on behalf of
FABRICKS LIMITED



(Sign)

By

S. A. THOMAS

(Name)

GROUP FINANCE DIRECTOR

(Position / Job Title)