

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5442394

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LINKX SYSTEMS LIMITED	03/07/2019
RECEIVING PARTY DATA		
Name:	WESTROCK LINKX SYSTEMS LIMITED	
Street Address:	MILLENIUUM WAY WEST	
Internal Address:	PHOENIX CENTRE	
City:	NOTTINGHAM, NOTTINGHAMSHIRE	
State/Country:	UNITED KINGDOM	
Postal Code:	NG8 6AW	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14406158
CORRESPONDENCE DATA		
Fax Number:	(804)444-1971	
<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:	678-291-7622	
Email:	docketadministrator@westrock.com	
Correspondent Name:	NEIL G. COHEN	
Address Line 1:	501 SOUTH 5TH STREET	
Address Line 4:	RICHMOND, VIRGINIA 23219	
ATTORNEY DOCKET NUMBER:	70860-USPCT	
NAME OF SUBMITTER:	NEIL G. COHEN	
SIGNATURE:	/Neil G. Cohen/	
DATE SIGNED:	03/27/2019	
Total Attachments: 9		
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THIS AGREEMENT is made on

7 March

2019

BETWEEN:

- (1) **LINKX SYSTEMS LIMITED** incorporated and registered in England and Wales with company number 06210129 whose registered office is at Anson House, Anson Way, Ellough Industrial Estate, Ellough, Beccles, Suffolk NR34 7TJ (the "**Assignor**");
- (2) **WESTROCK LINKX SYSTEMS LIMITED** incorporated and registered in England and Wales with company number 04977673 whose registered office is at Millennium Way West, Phoenix Centre, Nottingham, Nottinghamshire NG8 6AW (the "**Assignee**").

RECITALS:

- (A) The Assignor is the owner of the Business Intellectual Property.
- (B) By the Main Agreement, the Assignor has agreed to assign to the Assignee the Business Intellectual Property on the terms set out in this Agreement.

OPERATIVE CLAUSES

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

"Business Intellectual Property"

all Intellectual Property Rights owned by the Assignor as at the date of this Agreement including but not limited to the:

- Patents;
- Trade Marks; and
- Domain Names

"Domain Names"

the domain names short particulars of which are set out in **Schedule 3**

"Intellectual Property Rights"

all patents, rights to inventions, utility models, trademarks, trade or business names, logos or straplines, domain names, copyright, rights to prevent passing off or unfair competition, database rights, rights in designs and all other intellectual property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case, all

rights or forms of protection having equivalent or similar effect anywhere in the world

"Main Agreement"

the Business Transfer Agreement entered into between the parties dated *21 February 2019*

"Patents"

the patents and the applications short particulars of which are set out in **Schedule 1**

"Trade Marks"

the registered trade marks and the applications short particulars of which are set out in **Schedule 2**

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.10 A reference to **writing** or **written** includes fax but not email.
- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 Where any statement is qualified by the expression so far as the Assignor is aware or to the Assignor's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

2. **ASSIGNMENT**

2.1 In consideration of the sum of one pound (£1) (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all right, title and interest in and to the Business Intellectual Property, including:

2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents and Trade Marks;

2.1.2 all goodwill attaching to the Trade Marks and to that part of the Assignor's business that relates to the goods or services for which the Trade Marks are registered or used; and

2.1.3 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 the Business Intellectual Property whether occurring before, on, or after the date of this Agreement.

3. **MORAL RIGHTS**

3.1 The Assignor will procure from any and all relevant authors of the materials relating to and/or protected by the Business Intellectual Property, a waiver of:

3.1.1 any moral rights arising under the Copyright, Designs and Patents Act 1988; and

3.1.2 so far as is legally possible, any broadly equivalent rights in any territory of the world,

In each case that exist in respect of such materials and the Business Intellectual Property.

4. **FURTHER ASSURANCE**

The Assignor agrees to, at its own cost, execute such further documents, and take such actions and do such things, as may be reasonably requested by the Assignee to give full effect to the terms of this Agreement and to secure the full right, title and interest of the Assignee in the Business Intellectual Property in accordance with this Agreement.

5. **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6. **VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. **SEVERANCE**

If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Agreement and this will not affect the remainder of this Agreement which will continue in full force and effect.

8. **COUNTERPARTS**

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

9. **RIGHTS OF THIRD PARTIES**

The parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

10. **GOVERNING LAW**

This Agreement and any dispute or claim (including non-contractual disputes or claims) 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.

11. **JURISDICTION**

11.1 Subject to **clause 11.2**, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to non-contractual obligations).

11.2 Any party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

11.3 Subject to **clause 11.2**, each party waives any objection to, and agrees to submit to, the jurisdiction of the courts of England and Wales. Each party agrees that a judgment or order of any court is binding upon it and may be enforced against it in the courts of any other jurisdiction.

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

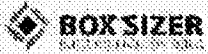
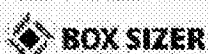
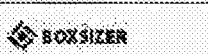
SCHEDULE 1

Patents

Invention	Applicant	Country	Application No.	Grant No.	Status
Container Sizing Method and System	Linkx Systems Limited	WO	WO2013GB5 1479	WO2013182 845	
Container Sizing Method and System	Linkx Systems Limited	Australia	2013273343	2013273343	Granted
Container Sizing Method and System	Linkx Systems Limited	Brazil	1120140307 245		Pending
Container Sizing Method and System	Linkx Systems Limited	Canada	2,912,503		Pending
Container Sizing Method and System	Linkx Systems Limited	China	2013800415 554	ZL 2013800415 554	Granted
Container Sizing Method and System	Linkx Systems Limited	Europe	13737351.0		Pending
Container Sizing Method and System	Linkx Systems Limited	India	153/DELNP/ 2015		Pending
Container Sizing Method and System	Linkx Systems Limited	USA	14/406,158		Pending
Carton Forming	Linkx Systems Limited	United Kingdom	1520753.3		Pending
Adjustable and Fixed Footprint Box Sizer	Linkx Systems Limited	WO	WO2016GB5 0787	WO2016151 310	
Adjustable and Fixed Footprint Box Sizer	Linkx Systems Limited	United Kingdom	1701974.6	GB2543231	Granted
Packaging System	Linkx Systems Limited	WO	WO2016GB5 0649	WO2016142 710	
Packaging System	Linkx Systems Limited	United Kingdom	1713408.1	GB2550094	Granted

SCHEDULE 2

Trade Marks

Trade Mark	Country	Application No.	Application Date	Registration No.	Logo
BOX SIZER INTELLIGENT RANDOM SIZING (logo)	United Kingdom	UK00003140789	15/Dec/2015	UK00003140789	
BOX SIZER INTELLIGENT RANDOM SIZING black and white logo (series of 2)	United Kingdom	UK00003087076	22/Dec/2014	UK00003087076	
BOXSIZER logo	Australia	1303448	31/Mar/2016	1784720	
BOXSIZER logo	China	1303448	31/Mar/2016	1303448	
BOXSIZER logo	European Community	1303448	31/Mar/2016	1303448	
BOXSIZER logo	India	1303448	31/Mar/2016	1303448	
BOXSIZER logo	International	1303448	31/Mar/2016	1303448	
BOXSIZER logo	USA	79189331	31/Mar/2016	5173683	
BOXSIZER logo (series of 2)	United Kingdom	UK00003140800	15/Dec/2015	UK00003140800	
BoxSizer/Boxsizer/ BOXSIZER (series of 3)	United Kingdom	UK00003140783	15/Dec/2015	UK00003140783	
LINKX PACKAGING SYSTEMS logo	United Kingdom	UK00003063272	08/Jul/2014	UK00003063272	

SCHEDULE 3

Domain Names

Domain Name
boxsizer.co.uk
linkxpackaging.com
linkxpackaging.co.uk
boxsizer.com
boxerector.co
box-maker.co.uk
boxsizer.eu
boxwrapper.co.uk
boxwrapper.com
gramegna.co.uk
bagsizer.com
bagsizer.co.uk
tentoma.co.uk
ecommpack.co.uk
ecommpack.com
ecompack.co.uk
linkxsystems.com
linkxgroup.com
linkxgroup.co.uk
linkxpackaging-group.com
linkxpackaging-group.co.uk
linkx.co.uk
slat.co.uk

EXECUTED as a DEED)

by **LINKX SYSTEMS LIMITED**)

acting by)

DOUGLAS REILLY)

)
)
Director



In the presence of:

Witness Signature:

R. B. Hle

Witness Name:

RICHARD GUTHRIE

Witness Address:

74 THE CLOSE, NORWICH

Witness Occupation:

SOLICITOR

EXECUTED as a DEED)

by **WESTROCK LINKX SYSTEMS LIMITED**)

acting by)

)
)
Director

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED as a DEED)

by **LINKX SYSTEMS LIMITED**)

acting by)

)

)

Director

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED as a DEED)

by **WESTROCK LINKX SYSTEMS LIMITED**)

acting by **Andrew Darrington**)

)

Director

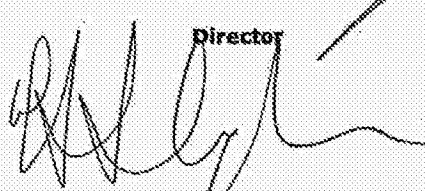
In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:


Jennifer Hughes
Millennium Way West, Nottingham, NG8 6AW
Executive PA