### 505415222 04/08/2019

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5462012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		

#### **CONVEYING PARTY DATA**

Name	Execution Date
IMPEY SHOWERS LTD	01/03/2019

#### **RECEIVING PARTY DATA**

Name:	CORAM UK HOLDING LIMITED		
Street Address:	BUILDING 3 STANMORE INDUSTRIAL ESTATE		
Internal Address:	BRIDGNORTH		
City:	SHROPSHIRE		
State/Country:	UNITED KINGDOM		
Postal Code:	WV15 5HP		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number			
Patent Number:	D706912			

#### **CORRESPONDENCE DATA**

**Fax Number:** (312)463-5001

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.

**Phone:** (312) 463-5000

**Email:** bwptopat@bannerwitcoff.com, mmccarthy@bannerwitcoff.com

Correspondent Name: BANNER & WITCOFF, LTD.

Address Line 1: 71 SOUTH WACKER DRIVE

Address Line 2: SUITE 3600

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	008039.00006		
NAME OF SUBMITTER:	BRADLEY J. VAN PELT		
SIGNATURE:	/Bradley J. Van Pelt/		
DATE SIGNED:	04/08/2019		

#### **Total Attachments: 14**

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PATENT 505415222 REEL: 048814 FRAME: 0353

<u>Dated</u> 03 January 2018

### **IMPEY SHOWERS LTD**

~ and ~

# **CORAM UK HOLDING LIMITED**

# **ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**



# **CONTENTS**

# **CLAUSE**

1.Interpretation22.Assignment3



(A6) 2152023474

#### **PARTIES**

- (1) **IMPEY SHOWERS LTD** incorporated and registered in England and Wales with company number 03742299 whose registered office is at Building 3, Stanmore Industrial Estate, Bridgnorth, Shropshire, WV15 5HP (**Assignor**);
- (2) **CORAM UK HOLDING LIMITED** a private company incorporated and registered in England and Wales with company number 07214057 whose registered office is at Building 3 Stanmore Industrial Estate, Bridgnorth, Shropshire, WV15 5HP (**Assignee**).

#### **BACKGROUND**

- (A) The Assignor owns the Intellectual Property Rights (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign to the Assignee the Intellectual Property Rights including those shown in the Schedules to this agreement, on the terms set out in this agreement.

#### **AGREED TERMS**

### 1. Interpretation

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

#### 1.1 Definitions:

"Assigned Rights"

the Patents, Trade Marks, Registered Designs and

all the Intellectual Property Rights.

"Business Day"

a day other than a Saturday, Sunday or public holiday in England when banks in London are open

for business.

"Intellectual Property Rights"

patents, rights to inventions, copyright and related rights, trade marks, business names, rights in getup, utility models, petty patents or innovation patents, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which

(A6) 2152023474

2

subsist or will subsist now or in the future in any

part of the world.

"Main Agreement" an asset purchase agreement dated on or around

the date of this agreement between the Assignor

and the Assignee.

"Patents" the patents and the applications short particulars of

which are set out in Schedule 1.

"Registered Designs" the registered designs and the applications short

particulars of which are set out in Schedule 2.

"Trade Marks" the registered trade marks and the applications

short particulars of which are set out in Schedule 3.

"VAT" value added tax or any equivalent tax chargeable

in the UK.

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 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to writing or written includes fax but not email.
- 1.10 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.

#### 2. Assignment

Pursuant to and for the consideration set out in the Main Agreement, the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights, including:

(A6) 2152023474

48164/1

- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents, Registered Designs and Trade Marks;
- 2.1.2 all goodwill attaching to the Trade Marks and that part of the Assignor's business that relates to the goods or services in respect of 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 Assigned Rights whether occurring before, on, or after the date of this agreement.



4



5



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

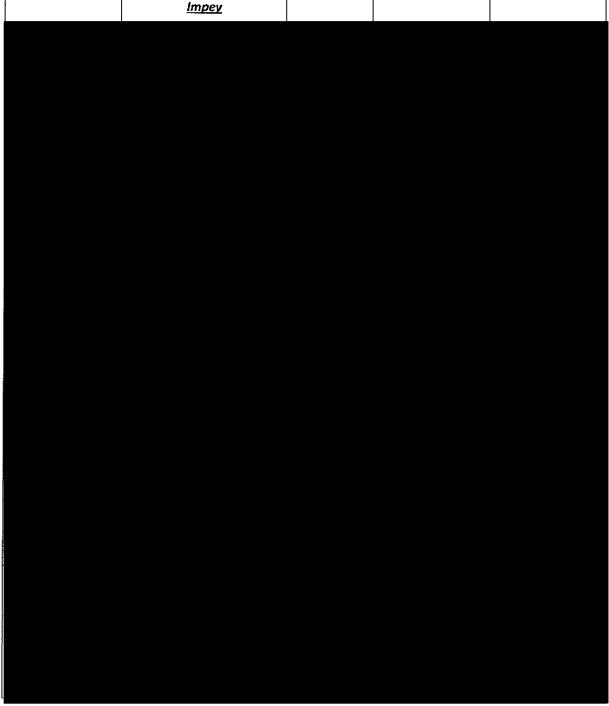
48164/1

REEL: 048814 FRAME: 0361

# Schedule 1

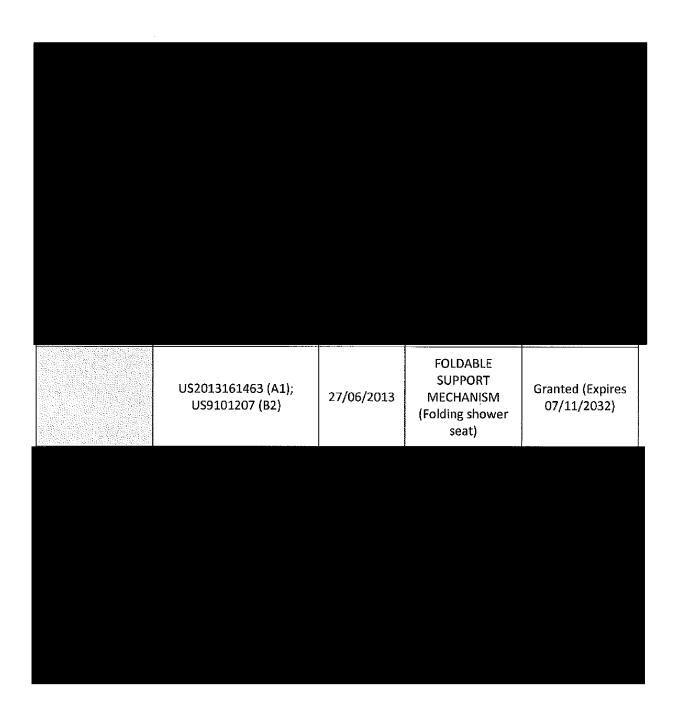
### **Patents**

Country o region	Application or publication number	Date of filing/regn	Description	Status
	<u>Impey</u>			



(A6) 2152023474

PATENT REEL: 048814 FRAME: 0362



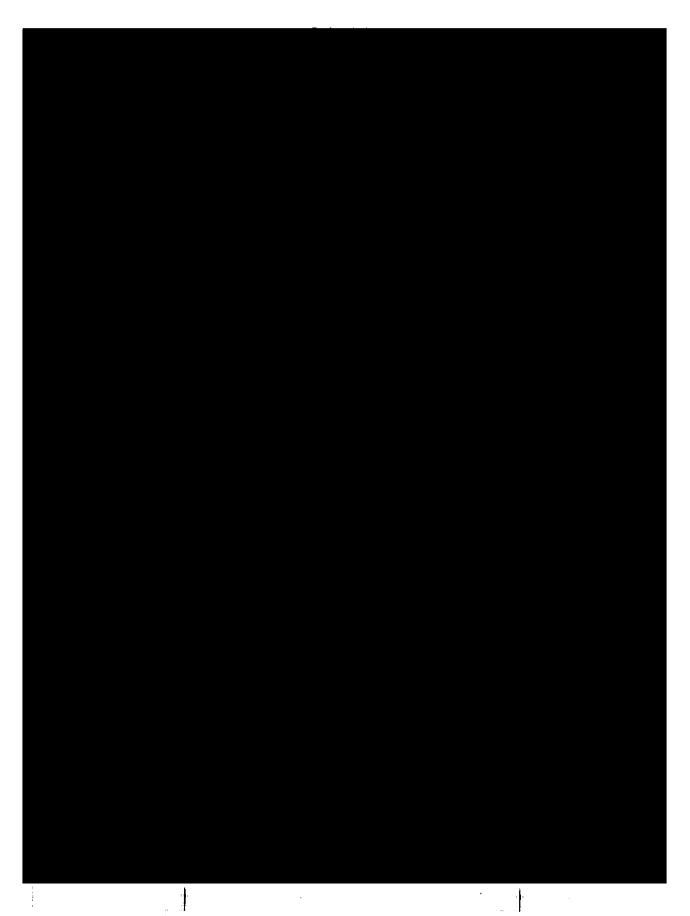
Schedule 2

# **Registered Designs**

Design	Description	Design number	Date filed	Design status	Design office	Designated Territory
	Portion of a	D706912	16-08-	Empty	US	US
<u> </u>	shower tray Shower Tray	D706913	2013 16-08- 2013		US	US

(A6) 2152023474

48164/1



10

48164/1



11

### EXECUTED as a deed by

### **IMPEY SHOWERS LTD**

acting by one director in the presence of:

Director

Witness Signature: WALLOWS

LISA MORRIS

Address:

STANMORE INDEST.

Beiognorett WV55HP

Occupation:

HR OFFICER.

EXECUTED as a deed by

### **CORAM UK HOLDING LIMITED**

acting by one director in the presence of:

Director

Muons

Witness Name:

LISA MORRIS

Address:

STANMORE IND EST-

BLIDGINDETH WVIJ5HP

Occupation:

+ROFFICER-

(A6) 2152023474

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REEL: 048814 FRAME: 0367

PATENT REEL: 048814 FRAME: 0368

**RECORDED: 04/08/2019**