

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5507902

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ST COUPLERS LIMITED	02/03/2019
RECEIVING PARTY DATA	
Name:	ELITE ATTACHMENTS PTY LIMITED
Street Address:	1, 53 MALVERN STREET,
Internal Address:	BAYSWATER,
City:	VICTORIA
State/Country:	AUSTRALIA
Postal Code:	3153
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8151494
Patent Number:	D574225
CORRESPONDENCE DATA	
Fax Number:	(202)393-5350
<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:	2026386666
Email:	patent@jhip.com
Correspondent Name:	JACOBSON HOLMAN PLLC
Address Line 1:	400 7TH ST. NW
Address Line 2:	SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
NAME OF SUBMITTER:	JOHN C. HOLMAN
SIGNATURE:	/JOHN C. HOLMAN/
DATE SIGNED:	05/06/2019
Total Attachments: 6	
source=1_Deed-of-Assignment#page1.tif	
source=1_Deed-of-Assignment#page2.tif	
source=1_Deed-of-Assignment#page3.tif	
source=1_Deed-of-Assignment#page4.tif	

source=1_Deed-of-Assignment#page5.tif

source=1_Deed-of-Assignment#page6.tif

DEED OF ASSIGNMENT

PARTIES

ST COUPLERS LIMITED (NZBN 9429033650982), C/- Peat Johnson Murray Limited, 642 Great South Road, Ellerslie, Auckland 1051, New Zealand (**Assignor**)

ELITE ATTACHMENTS PTY LIMITED (ABN 16 137 196 028), of Unit 1, 53 Malvern Street, Bayswater, Victoria 3153, Australia (**Assignee**)

INTRODUCTION

- A. The Assignor is the owner of the Assets set out in the Appendix.
- B. By agreement dated 5 October 2017, with effect from the Completion Date, the Assignor agreed to assign to the Assignee all of the Assignor's rights, title and interest in and to the Assets (**Asset Sale Agreement**).
- C. The Assignor hereby assigns such rights, title and interest subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following words will have the following meanings:
 - Assets** means the assets listed in the Appendix; and
 - Completion Date** means 15 September 2018.

2. ASSIGNMENT

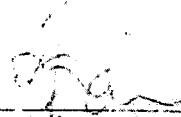
- 2.1 **Assignment:** In accordance with the Asset Sale Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby transfers and assigns to the Assignee absolutely all of its rights, title and interest in and to the Assets.
- 2.2 **Rights of action:** The assignment effected by clause 2.1 includes, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Assets including, without limitation:
 - (a) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any application or applications identified in the Appendix; and
 - (b) the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.

3. **GENERAL**

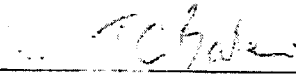
- 3.1 **Waiver:** No failure or delay by either party in exercising any right, power or privilege under this deed will operate as a waiver, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.
- 3.2 **Counterparts:** This deed may be executed in any number of counterparts (including facsimile copies or electronically scanned copies) all of which, when taken together, will constitute one and the same instrument. A party may enter into this deed by executing any counterpart.
- 3.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed.

SIGNED AS A DEED

SIGNED on behalf of **ST COUPLERS LIMITED** by:



Signature of Director




Name of Director



Date

WITNESS

Signature: 

Name: Jacqueline E. ...

Address: 9 Lake Side Lane

Occupation: House Executive

SIGNED on behalf of ELITE
ATTACHMENTS PTY LIMITED by:

Noel Hughes
Signature of Director

NOEL HUGHES
Name of Director

3-4-2019.
Date

WITNESS

Signature: [Signature]

Name: KASUN GUNASEKERA

Address: 9 ROYCROFT AVE, WANTIRNA SOUTH, 3152

Occupation: ENGINEER.

Signature of Director

Name of Director

Date

WITNESS

Signature: _____

Name: _____

Address: _____

Occupation: _____

APPENDIX

PATENT APPLICATIONS AND REGISTRATIONS

Country	Title	Number	Status	Renewal Date
Australia	Multi Coupler	2007309814	Registered	24 Oct 2017
Australia	Multi Coupler	2013211543	Accepted	24 Oct 2017
United Kingdom	Multi Coupler	0909020.0	Registered	24 Oct 2017
New Zealand	Multi Coupler	550869	Registered	25 Oct 2017
New Zealand	Multi Coupler	566977	Registered	25 Oct 2017
New Zealand	Multi Coupler	579854	Registered	25 Oct 2017
New Zealand	Multi Coupler	602610	Registered	25 Oct 2017
United States of America	Multi Coupler	12/311,832	Registered	10 Oct 2019
Australia	Tri-Lock Coupler	2010328742	Registered	9 Dec 2017
Australia	Tri-Lock Coupler	2016225818	Accepted	9 Dec 2017
Canada	Tri-Lock Coupler	2,783,802	Examined	9 Dec 2017
European Patent Convention	Tri-Lock Coupler	10836260.9	Examined	9 Dec 2017
Republic of Korea	Tri-Lock Coupler	10-2012-7017674	Examined & response filed	Renewal after grant
New Zealand	Tri-Lock Coupler, 2nd Divisional	618559	Opposition (awaiting decision)	
New Zealand	Tri-Lock Coupler, 3rd Divisional	705594	Registered	9 Dec 2017
New	Tri-Lock Coupler, 4th	723870	Examined	

Zealand	Divisional			
United States of America	Tri-Lock Coupler	13 513 120	Registered	22 Jan 2019
United States of America	Tri-Lock Coupler	14 310 591	Registered	24 May 2019

DESIGN REGISTRATIONS

Country	Title	Number	Status	Expiry Date
United States of America	Multi-Coupler	D574225	Registered	5 Aug 2022
New Zealand	Multi-Coupler	408602	Registered	24 Jan 2022

TRADE MARKS

The following trade marks, including the below registration, and the goodwill symbolised by and associated with those trade marks including the whole of the goodwill arising from the use of those trade marks around the world (but not the whole of the goodwill of the business of the Assignor):



JB ATTACHMENTS


JB

JB SALES INTERNATIONAL

JB MULTI COUPLER

JB QUICK COUPLER



Country	Registration Number	Mark	Classes	Status
New Zealand	788617		7, 35, 42	Registered

DRAWINGS AND COPYRIGHT

Limited drawings of coupler models provided to the Purchaser prior to the date of this Agreement, and associated copyright.