

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5509525

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ELITE ATTACHMENTS PTY LIMITED	03/04/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	HUGHES ASSET GROUP PTY LTD	
<b>Street Address:</b>	UNIT 1, MALVERN STREET,	
<b>Internal Address:</b>	BAYSWATER,	
<b>City:</b>	VICTORIA	
<b>State/Country:</b>	AUSTRALIA	
<b>Postal Code:</b>	3153	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	8151494
	<b>Patent Number:</b>	D574225
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(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>		
<b>Phone:</b>	2026386666	
<b>Email:</b>	patent@jhip.com	
<b>Correspondent Name:</b>	JACOBSON HOLMAN PLLC	
<b>Address Line 1:</b>	400 7TH ST. NW	
<b>Address Line 2:</b>	SUITE 700	
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004	
<b>NAME OF SUBMITTER:</b>	JOHN C. HOLMAN	
<b>SIGNATURE:</b>	/JOHN C. HOLMAN/	
<b>DATE SIGNED:</b>	05/07/2019	
<b>Total Attachments: 7</b>		
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# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

## PARTIES

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

**HUGHES ASSET GROUP PTY LTD** (ACN 624 871 790), of Unit 1, 53 Malvern Street, Bayswater, Victoria 3153, Australia ("**Assignee**")

## BACKGROUND

- A. The Assignor is the owner of the Assets ("**Assets**") set out in the Appendix.
- B. The Assignor has agreed to assign to the Assignee all of the Assignor's rights in, title, and interest in the Assets set out in the Appendix and all associated intellectual property rights on the terms and conditions set out below.

## 1. DEFINITIONS

1.1 In this Deed, including the Background, the following words have the following meanings:

**"Copyright"** means:

- (a) all copyrights, and all rights in the nature of copyright, in any original software, designs (including industrially applied designs), artistic, literary or other works, including the right to apply for registered copyright protection; and
  - (b) any database rights,
- comprising or relating to the Assets as may exist anywhere in the world.

**"Design"** means a design that is shown in one or more of the Design Registrations, and includes any and all improvements, modifications, developments or amendments made at any time up to the date of signing this Deed.

**"Design registrations"** means the design registrations identified in the Appendix.

**"Design Rights"** means all rights in and to the designs and to unregistered design rights relating to an Invention as may exist anywhere in the world, including, but not limited to:

- (a) the right to apply for and obtain protection for such designs relating to such articles and the rights conferred by such protection when granted; and
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any application referred to in paragraph (a) immediately above.

**"Intellectual Property Rights"** means all industrial and intellectual property rights (whether protectable by statute, at common law, or in equity) in and to one or more of the Inventions as may exist anywhere in the world and whether or not registered or registerable, including, but not limited to, Patent Rights, Copyright, Design Rights, and Know-How.

**"Invention"** means an invention that is described and claimed in one or more of the Patent Applications, and includes any and all improvements, modifications, developments or amendments made at any time up to the date of signing this Deed.

**"Know-How"** means all data, information, knowledge, formulae, methods, processes, and techniques possessed by the Assignor and relating to an Invention, including all knowledge about methods and processes for making or using the Invention, whether or not in a recorded form.

**"Patent Applications"** means the patent applications identified in the Appendix.

**"Patent Rights"** means all rights in and to an Invention as may exist or come into existence anywhere in the world, including, but not limited to:

- (a) the right to apply for and obtain one or more patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement, including the Paris Convention (as amended), from any patent application referred to in paragraph (a) immediately above;
- (c) all rights conferred by any patents in respect of the Invention, or similar forms of protection, when granted; and
- (d) all rights conferred by any such patents, together with:
  - a. any patents that may be granted pursuant to patent applications; and
  - b. any future patents and patent applications that are based on or derive priority from or have equivalent claims to the patents or patent applications in any country in the world (including divisionals, continuations, continuations-in-part, supplementary protection certificates, re-issues, re-examinations, extensions, innovation patents, and utility models).

## **2. ASSIGNMENT**

**2.1 Assignment:** In consideration of the sum of AU\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which the Assignor hereby acknowledges, the Assignor hereby assigns to the Assignee absolutely all of the Assignor's rights, title and interest to and in the Invention, the Patent Applications and the Intellectual Property Rights.

**2.2 Rights of action:** The assignment effected by clause 2.1 includes the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including 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. EXECUTION OF DOCUMENTS**

**3.1** If requested by the Assignee, the Assignor shall, at the Assignee's expense:

(a) assist the Assignee to apply for and obtain protection of the Intellectual Property Rights with the understanding and the intention that all title and interest in and to such applications and any granted protection is to vest exclusively in the Assignee; and

(b) execute all documents, procure the making of any declarations or oaths necessary or required by law, and do all other reasonable acts and things which may be necessary or desirable to apply for and obtain protection of the Intellectual Property Rights, to vest legal title and beneficial interest in any such protection in the Assignee, to enable maintenance and enforcement of any of the Intellectual Property Rights, and otherwise to implement and carry out its obligations under this Deed.

## **4. GENERAL**

**4.1 Waiver:** 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.

**4.2 Counterparts:**


(a) This Deed may be executed in any number of counterparts (including facsimile and PDF copies) all of which, when taken together, will constitute one and the same instrument.

(b) A party may enter into this Deed by executing any counterpart. The Parties acknowledge that this Deed may be executed on the basis of an exchange of facsimile or PDF copies and confirm that their respective execution of this Deed by such means will be a valid and sufficient execution.

4.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of the state of Victoria, Australia. The parties irrevocably agree that the courts of Victoria, Australia will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed.

**SIGNED AS A DEED**

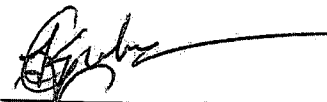
**SIGNED** on behalf of ELITE ATTACHMENTS  
PTY LIMITED by:

  
\_\_\_\_\_  
Signature of Director

NOEL HUGHES  
\_\_\_\_\_  
Name of Director

3-4-2019.  
\_\_\_\_\_  
Date

**WITNESS**

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: \_\_\_\_\_

**SIGNED** on behalf of HUGHES ASSET GROUP PTY  
LTD by:

Noel Hughes  
Signature of Director

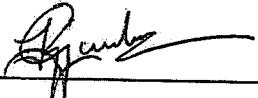
NOEL HUGHES  
Name of Director

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director

3-4-2019  
Date

**WITNESS**

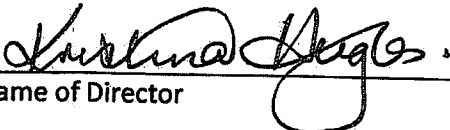
Signature: 

Name: KASUN GUNASEKERA

Address: 9 ROYCROFT AVENUE, WANTIRNA SOUTH, 3152

Occupation: ENGINEER

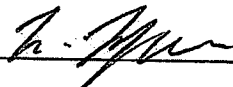
Signature of Director

  
Name of Director

KRISTINA HUGHES  
Date

3-4-2019.

**WITNESS**

Signature: 

Name: LEONARDO LAFORGIA

Address: 20 SARTON LINK PAVENHAM VIC 3810

Occupation: DRAFTS PERSON

## APPENDIX

### PATENT APPLICATIONS

Country	Title	Number
Australia	Multi Coupler	2007309814
Australia	Multi Coupler	2013211543
United Kingdom	Multi Coupler	0909020.0
New Zealand	Multi Coupler	550869
New Zealand	Multi Coupler	566977
New Zealand	Multi Coupler	579854
New Zealand	Multi Coupler	602610
United States of America	Multi Coupler	12/311,832
Australia	Tri-Lock Coupler	2010328742
Australia	Tri-Lock Coupler	2016225818
Canada	Tri-Lock Coupler	2,783,802
European Patent Convention	Tri-Lock Coupler	10836260.9
Republic of Korea	Tri-Lock Coupler	10-2012-7017674
New Zealand	Tri-Lock Coupler, 2nd Divisional	618559
New Zealand	Tri-Lock Coupler, 3rd Divisional	705594
New Zealand	Tri-Lock Coupler, 4th Divisional	723870
United States of America	Tri-Lock Coupler	13/515,123
United States of America	Tri-Lock Coupler	14/310,891

## DESIGN REGISTRATIONS

Country	Title	Number
United States of America	Multi-Coupler	D574225
New Zealand	Multi-Coupler	408602

## 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
New Zealand	788617	



## **DRAWINGS AND COPYRIGHT**

Limited drawings of coupler models relating to the abovementioned patent applications and design registrations, and associated copyright.