

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5540732

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	S T COUPLERS LIMITED	03/22/2019
RECEIVING PARTY DATA		
Name:	ELITE ATTACHMENTS PTY LIMITED	
Street Address:	UNIT 1, 53 MALVERN STREET	
Internal Address:	BAYSWATER	
City:	VICTORIA	
State/Country:	AUSTRALIA	
Postal Code:	3153	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	14310891
	Application Number:	13515123
CORRESPONDENCE DATA		
Fax Number:	(703)685-0573	
<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:	7035212297	
Email:	EBelmonte@young-thompson.com	
Correspondent Name:	YOUNG & THOMPSON	
Address Line 1:	209 MADISON STREET	
Address Line 2:	SUITE 500	
Address Line 4:	ALEXANDRIA, VIRGINIA 22314	
ATTORNEY DOCKET NUMBER:	4545-1006-1 AND 4545-1006	
NAME OF SUBMITTER:	ERIC JENSEN	
SIGNATURE:	/Eric Jensen/	
DATE SIGNED:	05/24/2019	
Total Attachments: 6		
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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 16 137 196 026), 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.

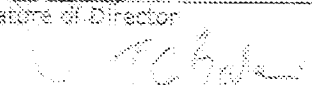
3. GENERAL

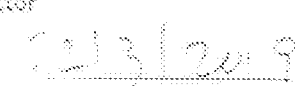
- 3.1 **Waivers:** No failure or delay by either party in exercising any right, power or privilege under this deed will operate as a waiver, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.
- 3.2 **Counterparts:** This deed 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:

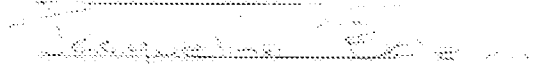

Signature of Director

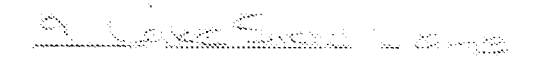

Name of Director

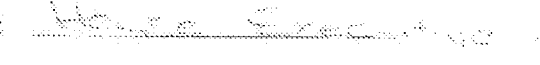

Date

WITNESS

Signature: 

Name: 

Address: 

Occupation: 

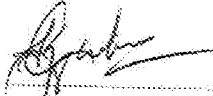
SIGNED on behalf of ELITE
ATTACHMENTS PTY LIMITED by:

Noel Hughes
Signature of Director

NOEL HUGHES
Name of Director

3-4-2019.
Date

WITNESS

Signature: 

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	2007309614	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	602510	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 Zealand	Tri-Lock Coupler, 4th	723820	Examined	

Zealand	Divisional			
United States of America	Tri-Lock Coupler	13,515,120	Registered	22 Jan 2018
United States of America	Tri-Lock Coupler	14,510,891	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

JB ATTACHMENTS

JB

JB SALES INTERNATIONAL

JB MULTI COUPLER

JB QUICK COUPLER

JB
ATTACHMENTS

JB 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.