### 505585139 07/23/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5631938

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
EDWARD KO	01/25/2019

# **RECEIVING PARTY DATA**

Name:	FACKELMANN HOUSEWARES IP PTY LTD
Street Address:	105 VANESSA STREET, KINGSGROVE
City:	NEW SOUTH WALES
State/Country:	AUSTRALIA
Postal Code:	2208

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29699122

# **CORRESPONDENCE DATA**

Fax Number: (619)374-2089

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: 858-592-4141

docketing@wageniplaw.com, ray@wageniplaw.com, Email:

aj@wageniplaw.com

**Correspondent Name:** WAGENKNECHT IP LAW GROUP, PC

Address Line 1: 12396 WORLD TRADE DRIVE

Address Line 2: **SUITE 312** 

Address Line 4: SAN DIEGO, CALIFORNIA 92128

ATTORNEY DOCKET NUMBER:	10619-102286
NAME OF SUBMITTER:	ALLEN ISABELO
SIGNATURE:	/Allen Isabelo/
DATE SIGNED:	07/23/2019

# **Total Attachments: 3**

source=10619-102286 Assignment signed#page1.tif source=10619-102286 Assignment signed#page2.tif source=10619-102286 Assignment signed#page3.tif

**PATENT** REEL: 049834 FRAME: 0021 505585139

### DEED OF ASSIGNMENT

THIS DEED IS MADE the 3/ day of JANGGARY 2019

BETWEEN EDWARD KO of Vert Design, Studio 7, Level 1, 17 Thurlow Street, Redfern,

NSW 2016 AUSTRALIA (the Assignor)

AND FACKELMANN HOUSEWARES IP PTY LTD of 105 Vanessa Street,

Kingsgrove, NSW 2008 AUSTRALIA (the Assignee)

### RECITALS

A. The Assignor is the author of the industrial designs (the Designs) which is the subject of the applications for the registration of a design set out in the Schedule (the Design Applications).

- B. The Assignor has been commissioned to make the Designs by the Assignee.
- C. The parties have executed this Deed to confirm the Assignee's ownership of all rights in relation to the Designs and in consideration of the payment of the sum of \$1.00 by the Assignee to the Assignor, receipt of which is acknowledged by the Assignor.

### THIS DEED WITNESSES

## 1. ASSIGNMENT

- 1.1 The Assignor acknowledges the Assignee's exclusive title to and rights in relation to the Designs, including the right to apply for the registration of the Designs in any country of the world.
- 1.2 For the avoidance of doubt, the Assignor assigns absolutely to the Assignee the whole of the Assignor's title to and rights in relation to the Designs (if any), including the right to apply for the registration of the Designs in any country of the world and claim priority from such applications.
- 1.3 The Assignor agrees to provide any assistance reasonably required by the Assignee in order to give full effect to this Deed (including the execution of any documents). The Assignor irrevocably appoints each of the directors of the Assignee from time to time severally (or the Assignee, if the Assignee is an individual) as the Assignor's attorney to do all acts and execute all documents which the Assignor is obliged to do or execute by this clause.

# GENERAL

- 2.1 In this Deed, unless the context does not permit it:
  - (a) a reference to the singular includes the plural and vice versa;
  - (b) a reference to any gender includes all other genders; and
  - (c) any form of the word "include" does not imply any limitation.
- 2.2 This Deed (and the validity and enforceability of this Deed) is governed by and to be interpreted in accordance with the law of the State of New South Wales. The parties submit to the exclusive

1

jurisdiction of the courts of New South Wales, and the federal courts of the Commonwealth of Australia.

- 2.3 This Deed may be signed in multiple copies, all of which shall constitute a single Deed and each of which shall be deemed to be an original.
- 2.4 This Deed may be signed in counterparts. If this Deed is signed in counterparts, it shall not be legally enforceable until the parties exchange the signed counterparts, which may be by electronic means. If exchange is carried out electronically, each party must promptly deliver a hard copy of this Deed executed by it to the other party, but failure to do so will not affect the enforceability of this Deed.
- 2.5 The rights and obligations of the parties under this Deed do not merge on completion of any transaction contemplated by this Deed.

# 3. AUTHORITY TO EXECUTE

- 3.1 Each of the parties warrants its power to enter into this Deed.
- 3.2 Any individual executing this Deed on behalf of a party warrants that he or she has been fully empowered to execute this Deed and that all necessary action to authorise execution of this Deed has been taken.

### SCHEDULE

Country	Number	Title
Australia	201910389	Knife Block

EXECUTED AS A DEED

SIGNED, SEALED AND DELIVERED by

Edward Ko

(Signature)

Mic.

in the presence of

Manie at Wieness

Configuration of Adminess)

Date: 25-01-2019

This document must be signed in the presence of a witness

2

# by MR MARK BATSO (Name) (Director/Secretary/Soile Director and Secretary) (Signature) (Signature) (Signature) (Date) (Name) (Oirector)

EXECUTED for and on behalf of Fackelmann

Housewares IP Pty Ltd