

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5642948

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	WILLIAM HENRY OLLIS	07/05/2019
RECEIVING PARTY DATA		
Name:	PRODUCT LICENSING COMPANY LIMITED	
Street Address:	KKM BUILDINGS OLD RESERVOIR ROAD	
Internal Address:	FARLINGTON	
City:	PORTSMOUTH, HAMPSHIRE	
State/Country:	UNITED KINGDOM	
Postal Code:	PO6 1SU	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	7269987
	Patent Number:	8192125
CORRESPONDENCE DATA		
Fax Number:	(216)363-9001	
<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:	216-363-9000	
Email:	CSCHWETER@FAYSHARPE.COM	
Correspondent Name:	STEVEN HAAS	
Address Line 1:	1228 EUCLID AVENUE	
Address Line 2:	THE HALLE BUILDING - 5TH FLOOR	
Address Line 4:	CLEVELAND, OHIO 44115	
ATTORNEY DOCKET NUMBER:	DANN 36US01 & 36US02	
NAME OF SUBMITTER:	STEVEN HAAS	
SIGNATURE:	/Steven Haas/	
DATE SIGNED:	07/30/2019	
Total Attachments: 9		
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Dated

5 July

2019

(1) DAVID JAMES CHADWICK

and

(2) WILLIAM HENRY OLLIS

and

(3) PRODUCT LICENSING COMPANY LIMITED

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

BLACKS
SOLICITORS

City Point, 29 King Street, Leeds, LS1 2HL

www.LawBlacks.com

Ref: NRH/KMK/JOS493/2

PATENT
REEL: 049902 FRAME: 0003

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THIS AGREEMENT is dated 5 July 2019

BETWEEN

- (1) **DAVID JAMES CHADWICK** of 45 London Road, Widley, Waterlooville, Hants, PO7 5AQ ("Mr Chadwick");
- (2) **WILLIAM HENRY OLLIS** of 6a Church End, Haddenham, Aylesbury, Buckinghamshire, HP17 8AH ("Mr Ollis),
(each an "Assignor" and together the "Assignors"); and
- (3) **PRODUCT LICENSING COMPANY LIMITED** a company incorporated in England and Wales whose registered number is 03095793 and whose registered office is at Kkm Buildings Old Reservoir Road, Farlington, Portsmouth, Hampshire, PO6 1SU ("Assignee"),

individually, each of the above are referred to in this deed as a "Party" and collectively are referred to as the "Parties".

BACKGROUND

- (A) The Assignors are shareholders and directors of the Assignee.
- (B) Each Assignor owns Intellectual Property Rights.
- (C) The Assignors have each agreed to assign the Assigned Rights to the Assignee in accordance with the terms of this Deed.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed, unless stated otherwise:

"Assigned Rights" means the Intellectual Property Rights owned by each Assignor (whether individually or together with the other Assignor) currently used or exploited or capable of being used and exploited by the Assignee or the Subsidiary in the Business and limited to those rights set out in Schedule 1;

"Business" means the exploitation and licensing of Intellectual Property Rights relating to the Products and the sale of Products;

"Business Day" means a day (other than a Saturday or Sunday or public holiday) on which banks are generally open in the city of London for non-automated normal business and **"Business Days"** means more than one of them;

"Effective Date" means the date of this agreement;

**"Intellectual
Property Rights"**

means patents, utility models, rights to inventions, copyright, and neighbouring and related rights, trade marks and service marks, business names and domain names, rights to get up and goodwill and the right to sue for passing off or unfair competition, rights and designs, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other Intellectual Property Rights in each case whether registered or unregistered and including all applications and the rights to apply for and be granted renewals or extensions of and rights to claim priority for such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Products"

means twisted helical wire connecting devices and ancillary products for such helical wire connecting devices;

"Subsidiary"

means Insofast Limited (company number 07455797).

1.2 Unless the context otherwise requires:

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 references to this Deed include its Schedules;
- 1.2.3 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- 1.2.4 clause headings are for convenience only and do not affect their interpretation or construction;
- 1.2.5 general words are not limited by any examples or illustrations given;
- 1.2.6 references to legislation include any modification or re-enactment thereof; and
- 1.2.7 this agreement shall be binding on and enure to the benefit of the Parties and their respective personal representatives successors and permitted assigns and references to any party shall include that Party's personal representatives, successors and permitted assigns.

2. **ASSIGNMENT**

- 2.1 Each Assignor hereby assigns to the Assignee absolutely with full title guarantee all his right, title and interest in and to the Assigned Rights including the full and exclusive benefit of those rights, both statutory and common law and the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and retain any damages recovered) in respect of any infringement or any other course of action arising from ownership of any of the Assigned Rights whether occurring before, on or after the date of this agreement.

2.2 Each Assignor hereby waives any moral rights that he may have arising under the Copyright, Designs and Patents Act 1988 or any similar rights arising in other territories throughout the world.

3. WARRANTIES AND INDEMNITY

3.1 Each of the Assignors warrants that:

- 3.1.1 he is individually and/or jointly with the other Assignor the only legal and beneficial owner of the Assigned Rights as identified in Schedule 1;
- 3.1.2 he has not in his personal capacity previously licensed or assigned any of the Assigned Rights;
- 3.1.3 the Assigned Rights are free from any security interest, option, mortgage, charge, lien or other encumbrance;
- 3.1.4 he is unaware of any infringement or threatened infringement of any of the Assigned Rights;
- 3.1.5 all the Assigned Rights are subsisting and there are no subsisting claims, challenges, disputes or proceedings pending or threatened in relation to the ownership, validity or use of any of the Assigned Rights;
- 3.1.6 as far as he is aware, exploitation of the Assigned Rights will not infringe the rights of any third party.

4. GENERAL

4.1 Variation

Variations to this Deed will have effect when agreed by both Parties in writing.

4.2 Severability

The unenforceability of any part of this Deed will not affect the enforceability of any other part.

4.3 Notices

Notices under this Deed will be in writing and sent to the parties at their addresses set out at the beginning of this Deed or such other address as each recipient party shall separately notify to the other in writing. They may be given, and will be deemed received:

- 4.3.1 by first-class post: two Business Days after posting;
- 4.3.2 by airmail: seven Business Days after posting;
- 4.3.3 by hand: on delivery;
- 4.3.4 by email: on receipt of a delivery or read return mail from the correct address.

4.4 Waiver

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

4.5 Further assurance

Each Assignor shall do all further acts and execute all further documents necessary to give effect to this Deed, the assignment of the Assigned Rights and the recordal of those assignments.

4.6 Costs and expenses

The Assignee will pay its own costs and expenses associated with the execution and implementation of this Deed and reimburse the Assignors in respect of any costs reasonably incurred by them.

4.7 Entire agreement

4.7.1 This Deed together with any documents referred to in this Deed form the entire agreement between the Parties in relation to its subject. No other terms apply.

4.7.2 The Parties acknowledge that they have not relied on and shall have no remedies or rights relating to any statements, representations or warranties other than those set out in this Deed.

4.7.3 Nothing in this clause will have the effect of excluding any liability for fraudulent misrepresentation.

4.8 Succession

This Deed will bind and benefit each Party's successors and personal representatives.

4.9 Counterparts

This Deed may be executed in any number of counterparts and the Parties may execute separate counterparts, each of which one executed and delivered shall constitute an original. All counterparts together shall constitute one and the same instrument.

4.10 Governing law and jurisdiction

4.10.1 This Deed will be governed by and construed in accordance with the law of England and Wales.

4.10.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

THIS AGREEMENT has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 - ASSIGNED RIGHTS

Patents derived from PCT/GB01/03586 - Priority date: 12/08/2000

Country	Grant No	Catchword	Claims
United Kingdom	1307303	Connecting Device	PRODUCT - Connector with a pitch that varies no more than 5%
→ United States of America	7269987	Method of Manufacturing Connecting Device	METHOD - Manufacturing a connector with a pitch that varies no more than 5%

Patents derived from PCT/GB2007/00047 - Priority date: 27/06/2006

Country	Grant No	Catchword	Brief Description
Australia	2007264783	Impact Driven Fastener & Fastening System	METHOD - Use of the CD Tie; PRODUCT - CD Tie & Tool combination
Belgium	2032863	Impact Driven Fastener & Fastening System	METHOD - Use of the CD Tie; PRODUCT - CD Tie & Tool combination
Belgium	2982873	Impact Driven Fastener & Fastening System	PRODUCT - CD Setting Tool; PRODUCT - CD Tie & Tool combination
China	200780024063.9	Impact Driven Fastener & Fastening System	PRODUCTS - CD Tie, CD Tool PRODUCT - CD Tie & Tool comb'n METHOD - Use of the CD Tie
Czech Republic	2032863	Impact Driven Fastener & Fastening System	METHOD - Use of the CD Tie; PRODUCT - CD Tie & Tool combination
Germany	2032863	Impact Driven Fastener & Fastening System	METHOD - Use of the CD Tie; PRODUCT - CD Tie & Tool combination
Germany	2982873	Impact Driven Fastener & Fastening System	PRODUCT - CD Setting Tool; PRODUCT - CD Tie & Tool combination
France	2032863	Impact Driven Fastener & Fastening System	METHOD - Use of the CD Tie; PRODUCT - CD Tie & Tool combination
United Kingdom	2439633	Impact Driven Fastener & Fastening System	PRODUCT - CD Tie
United Kingdom	2032863	Impact Driven Fastener & Fastening System	METHOD - Use of the CD Tie; PRODUCT - CD Tie & Tool combination
United Kingdom	2982873	Impact Driven Fastener & Fastening System	PRODUCT - CD Setting Tool; PRODUCT - CD Tie & Tool combination
Ireland	2032863	Impact Driven Fastener & Fastening System	METHOD - Use of the CD Tie; PRODUCT - CD Tie & Tool combination
Ireland	2982873	Impact Driven Fastener & Fastening System	PRODUCT - CD Setting Tool; PRODUCT - CD Tie & Tool combination
Italy	2032863	Impact Driven Fastener & Fastening System	METHOD - Use of the CD Tie; PRODUCT - CD Tie & Tool combination
Italy	2982873	Impact Driven Fastener & Fastening System	PRODUCT - CD Setting Tool; PRODUCT - CD Tie & Tool combination
Netherlands	2032863	Impact Driven Fastener & Fastening System	METHOD - Use of the CD Tie; PRODUCT - CD Tie & Tool combination

SCHEDULE 1 - ASSIGNED RIGHTS

Netherlands	2982873	Impact Driven Fastener & Fastening System	PRODUCT - CD Setting Tool; PRODUCT - CD Tie & Tool combination
Poland	2032863	Impact Driven Fastener & Fastening System	METHOD - Use of the CD Tie; PRODUCT - CD Tie & Tool combination
→ United States of America	8192125	Impact Driven Fastener & Fastening System	METHOD - Use of the CD Tie

Patents derived from PCT/GB2012/050131 - Priority date: 21/01/2011

Country	Grant No	Catchword	Claims
United Kingdom	2500829	Dished Head Nail	PRODUCT - Dished Head Nail METHOD - Fixing Plasterboard with Dished Head Nail

REGISTERED TRADEMARKS

Grant No	Trademark	Country	Class of Good or Service
2468997	THOR	United Kingdom	6 & 37 - Metal fasteners & Building Services
2476585	Super-7	United Kindom	6 & 8 - Metal fasteners & Hand tools

DOMAIN NAMES

Domain Title

helicalc.co.uk

insofast.co.uk

thorhelical.uk

thorhelical.co.uk

thorhelical.eu

thorhelical.it

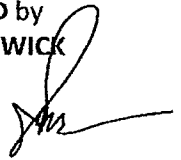
OTHER ITEMS


Description

Shareholding in Thor Helical Limited

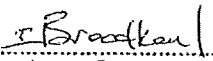
All copyright material including all drawings, designs, models, videos, animations, etc. capable of copyright protection


EXECUTED as a DEED by
DAVID JAMES CHADWICK
in the presence of:

W Signature 
I Name PAANUT CHANSAHAROL
T Address 52/145 WACHARAPOL
N SS18 KWANG
E TUA KANG
S BANGKOK
S Occupation SENIOR SGT MAJOR
ROYAL THAI POLICE

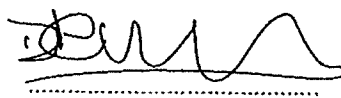
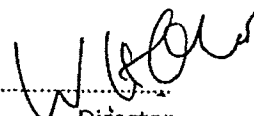


EXECUTED as a DEED by
WILLIAM HENRY OLLIS
in the presence of:

W Signature 
I Name IAN BROADBENT
T Address 16 HEATHER CR
N BIRSGAN
E BARLEY
S W17 9BA
S Occupation DIRECTOR



EXECUTED as a DEED by PRODUCT
LICENSING COMPANY LIMITED
acting by two directors:


Director
Director