

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5720427

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| KENNETH WILLIAM FOSTER | 05/05/2017 |
| IAN CAMPBELL MCGILL | 03/14/2017 |
| RICHARD WONG | 05/02/2017 |
| YUNCHAO HOU | 05/02/2017 |
| RECEIVING PARTY DATA | |
| Name: | FISHER & PAYKEL APPLIANCES LIMITED |
| Street Address: | 78 SPRINGS ROAD |
| Internal Address: | EAST TAMAKI |
| City: | AUCKLAND |
| State/Country: | NEW ZEALAND |
| Postal Code: | 2013 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 16492523 |
| CORRESPONDENCE DATA | |
| Fax Number: | (312)985-5999 |
| <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: | (312)985-5900 |
| Email: | ipdocket@clarkhill.com |
| Correspondent Name: | CLARK HILL PLC |
| Address Line 1: | 130 E. RANDOLPH ST. |
| Address Line 2: | SUITE 3900 |
| Address Line 4: | CHICAGO, ILLINOIS 60601 |
| ATTORNEY DOCKET NUMBER: | 34989/392274/223 |
| NAME OF SUBMITTER: | TIMOTHY M. MCCARTHY |
| SIGNATURE: | /Timothy M. McCarthy/ |
| DATE SIGNED: | 09/16/2019 |
| Total Attachments: 10 | |

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KENNETH WILLIAM FOSTER

IAN CAMPBELL MCGILL

RICHARD WONG

YUNCHAO HOU

FISHER & PAYKEL APPLIANCES LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PARTIES

KENNETH WILLIAM FOSTER, a New Zealand citizen of 1/3 Jarman Road, Mt Wellington, Auckland 1060, New Zealand (**First Assignor**)

IAN CAMPBELL MCGILL, a New Zealand citizen of 34 Croydon Road, Mount Eden, Auckland 1024, New Zealand (**Second Assignor**)

RICHARD WONG, a New Zealand citizen of 20A Kohia Terrace, Epsom, Auckland 1023, New Zealand (**Third Assignor**)

YUNCHAO HOU, a New Zealand citizen of 39 Puma Drive, Golflands, Auckland 2013, New Zealand (**Fourth Assignor**)

FISHER & PAYKEL APPLIANCES LIMITED, a New Zealand company whose registered office is located at 78 Springs Road, East Tamaki, Auckland 2013, New Zealand (**Assignee**)

INTRODUCTION

- A. The Assignors have devised or contributed to the Invention either during the course of employment with the Assignee or under a commission from the Assignee.
- B. The Assignors acknowledge that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. Each of the Assignors has agreed to assign, and the Assignee has agreed to accept, the Invention and such Intellectual Property Rights 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:

Assignors means the First Assignor, the Second Assignor, the Third Assignor and the Fourth Assignor;

Copyright means all:

- (a) copyrights in any original artistic, literary and other works; and
- (b) database rights,

relating to the Invention as may exist anywhere in the world;

Design Rights means all rights in and to the designs to be applied to articles of or relating to the 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 in relation to such articles and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) any unregistered design rights; and
- (d) any semi-conductor topography or integrated circuit layout rights;

Improvements has the meaning given to it in clause 4.1;

Improvements IP has the meaning given to it in clause 4.2(a);

Intellectual Property Rights means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

Invention means any and all inventions the subject of the Patent Application as improved, modified, developed or amended at any time up to the date of signing of this deed;

Know-How means any information, knowledge, experience, data and designs in the possession of either of the Assignors of a confidential nature and not in the public domain relating to the Invention or the process for making or using it;

Patent Application means the patent application identified in the Schedule; and

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

- (a) the right to apply for and the right to be granted 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 or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Application together with:
 - (i) any patent that may be granted pursuant to the Patent Application; and

- (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Application in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

2. ASSIGNMENT

- 2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to each of the Assignors and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Assignors, each of the Assignors hereby assigns to the Assignee absolutely all of their rights, title and interest in and to:
- (a) the Invention; and
 - (b) the Intellectual Property Rights,
- to the extent that the Assignors hold any such rights, title and interest as at the date of this deed.
- 2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of:
- (a) all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, 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; and
 - (b) all rights of ownership of any materials that form part of the Know-How.
- 2.3 **Moral rights:** The Assignors waive all of their moral rights relating in Copyright works throughout the world, to the extent that they may lawfully do so.

3. KNOW-HOW

- 3.1 **Provision of Know-How:** Each of the Assignors will, at the request of the Assignee and to the extent outstanding:
- (a) disclose to the Assignee in writing all Know-How known to them;
 - (b) provide all other reasonable assistance and information as may be reasonably necessary in order to assist the Assignee, or its nominee, to develop and make or use the Invention; and
 - (c) where possible, provide all original embodiments of the Invention and any materials that form part of the Know-How.
- 3.2 **Confidentiality:**

- (a) The Assignors agree to treat all information relating to the Invention, the Know-How and the Intellectual Property Rights as secret and confidential.
- (b) Following the execution of this deed, the Assignors will not use, disclose or publish the information referred to in paragraph (a) above without the Assignee's prior written consent.
- (c) These obligations of confidentiality will not extend to any information that is or becomes generally available to the public through no act or default of the Assignors. If either of the Assignors becomes aware of any actual or potential loss of secrecy or confidentiality in respect of such information, such of the Assignors will promptly advise the Assignee of such matter.

4. IMPROVEMENTS

4.1 **Disclosure:** Following the date of this deed, each of the Assignors, while employed by the Assignee or under any commission from the Assignee, will immediately disclose to the Assignee all improvements in, modifications of or additions to:

- (a) the Invention;
- (b) any original artistic, literary or other works relating to the Invention; and
- (c) any designs to be applied to the articles of or relating to the Invention,

devised, created, designed, contributed to or acquired by them (**Improvements**).

4.2 Ownership of Improvements:

- (a) The Assignee will exclusively own all Improvements and all intellectual property rights in such Improvements (**Improvements IP**). To the extent that any Improvements and Improvements IP do not on their creation vest in the Assignee but vest in one or more of the Assignors, such Assignors will hold such Improvements and Improvements IP on trust for the Assignee.
- (b) The Assignors to whom paragraph (a) above applies will at any time, upon the Assignee's reasonable request and at the Assignee's expense, appropriately execute all documents necessary to:
 - (i) confirm the Assignee's ownership of the Improvements and Improvements IP; or
 - (ii) file a protective application for such Improvements and Improvements IP and/or defend such protective application.

5. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

5.1 Further actions: If requested by the Assignee, each of the Assignors will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to:

- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection of the Intellectual Property Rights and Improvements IP, with the understanding and the intention that all rights, title and interest in and to such applications and any granted protection is to vest in the Assignee;
- (b) vest any such protection referred to in paragraph (a) in the Assignee;
- (c) amend, maintain or renew any such protection referred to in paragraph (a);
- (d) assist the Assignee to:
 - (i) enable enforcement of any of the Intellectual Property Rights and Improvements IP (including obtaining all remedies as may be available for infringement of the Intellectual Property Rights and Improvements IP);
 - (ii) defeat any challenge to the validity of any of the Intellectual Property Rights and Improvements IP;
 - (iii) defend any opposition proceedings brought by a third party in respect of the Intellectual Property Rights and Improvements IP; or
 - (iv) conduct opposition proceedings in respect of any application for intellectual property protection by a third party where such application may adversely affect the Assignee's ability to exploit the Intellectual Property Rights and Improvements IP; and
- (e) otherwise implement and carry out their obligations under this deed.

5.2 Power of attorney: Each of the Assignors hereby irrevocably appoints the Assignee as their attorney with full power to act in their name and on their behalf in fulfilling any of the matters set out in clause 5.1:

- (a) to the extent that such of the Assignors fails to do any of such matters after being called upon to do so by the Assignee; or
- (b) if the Assignee is unable, after making reasonable and proper inquiries, to locate such of the Assignors to request the fulfilment of such matters.

6. GENERAL

6.1 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.


6.2 Counterparts:

- (a) This deed may be executed in any number of counterparts (including facsimile and electronically scanned 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 electronically scanned copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

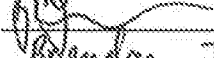
6.3 Governing law: The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED


SIGNED by **KENNETH WILLIAM FOSTER**
in the presence of:


Signature
5/5/17
Date

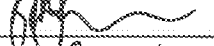
WITNESS

Signature: 
Name: Brendon Jonson
Address: 130 Lewis Road, Karaka
Occupation: IP Manager

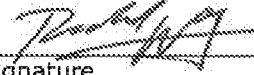
SIGNED by **IAN CAMPBELL MCGILL** in the
presence of:


Signature
14/3/17
Date

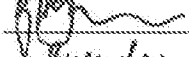
WITNESS

Signature: 
Name: Brendon Jonson
Address: 130 Lewis Road, Karaka
Occupation: IP Manager

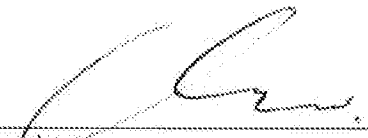
SIGNED by **RICHARD WONG** in the
presence of:


Signature
2/5/2017
Date

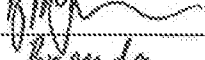
WITNESS

Signature: 
Name: Brandon Jonson
Address: 130 Lewis Road, Karaka
Occupation: IP Manager

SIGNED by **YUNCHAO HOU** in the
presence of:


Signature
2/5/2017
Date

WITNESS

Signature: 
Name: Brandon Jonson
Address: 130 Lewis Road, Karaka
Occupation: IP Manager

**SIGNED by FISHER & PAYKEL
APPLIANCES LIMITED by:**

✓ 5

Signature of Director

Stuart Broadhurst

Name of Director

26th May 2017

Date

Signature of Director

Andrew Cooce

Name of Director

29/5/17

Date

SCHEDULE
PATENT APPLICATION

| Country | Application No. | Title | Date Filed |
|-------------|-----------------|---------------------------------------|--------------|
| New Zealand | 729914 | REFRIGERATION APPLIANCE CABINET | 9 March 2017 |