

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5905530

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MATHEW PETER MOWBRAY	03/29/2018
ADAM STEVEN WOODS	03/29/2018
TWIST PTY LTD	03/29/2018
RECEIVING PARTY DATA	
Name:	CREATIVE IMPACT INC
Street Address:	P.O. BOX 957, OFFSHORE INCORPORATIONS CENTRE
Internal Address:	ROAD TOWN
City:	TORTOLA
State/Country:	VIRGIN ISLANDS, BRITISH
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16739792
CORRESPONDENCE DATA	
Fax Number:	(202)496-7756
<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:	202-496-7500
Email:	mlaip@dentons.com
Correspondent Name:	DENTONS US LLP
Address Line 1:	1900 K STREET NW
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	126.0081.US21
NAME OF SUBMITTER:	SCOTT W. CUMMINGS
SIGNATURE:	/Scott W. Cummings/
DATE SIGNED:	01/10/2020
Total Attachments: 7	
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MATTHEW MOWBRAY

ADAM STEVEN WOODS

TWIST PTY LTD

CREATIVE IMPACT INC

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PARTIES

MATTHEW MOWBRAY, a New Zealand citizen of 94 Ferguson Gully Road, RD 2, Cambridge 3494, New Zealand (**First Assignor**)

ADAM STEVEN WOODS, an Australian citizen of 17 Esper Avenue, Oakleigh South, Melbourne, Victoria, Australia 3167 (**Second Assignor**)

TWIST PTY LTD (ACN: 619 595 023), a company incorporated under the laws of Australia with a registered office in Melbourne, Victoria (**Third Assignor**)

CREATIVE IMPACT INC, a corporation duly organised under and pursuant to the laws of the British Virgin Islands located at PO Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands (**Assignee**)

INTRODUCTION

- A. The Assignors acknowledge that the Assignee is or should be the legal and beneficial owner of the Invention, the Design and the Intellectual Property Rights.
- B. To the extent that each Assignor owns the Invention, Design or any Intellectual Property Rights, each of the Assignors has agreed to assign, and the Assignee has agreed to accept, the Invention, Design 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 and the Third Assignor;

Copyright means all:

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

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

Design means any and all designs depicted in Schedule 2 as improved, modified, developed or amended at any time up to the date of signing of this deed;

Design Registration means the Design Registration identified in Schedule 3;

Design Rights means all rights in and to the designs to be applied to articles of or relating to the Invention and Design 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) the Design Registration together with any future design registrations or applications that are based on or derive priority from or are equivalent to the Design Registration in any country in the world;
- (d) any unregistered design rights; and
- (e) any semi-conductor topography or integrated circuit layout rights;

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 and Design 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;

Patent Applications means the patent applications identified in Schedule 1; 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 for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Assignor, the Assignors hereby each assign to the Assignee absolutely all of their rights, title and interest in and to:
- (a) the Invention;
 - (b) the Design; and
 - (c) 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 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.
- 2.3 **Moral rights:** The First Assignor and Second Assignor waive all of their moral rights relating to Copyright works throughout the world, to the extent that they may lawfully do so.

3. FURTHER ACTIONS

- 3.1 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 give effect to the assignment in this deed and to enable the Assignee to prosecute, maintain, renew, enforce and defend the Intellectual Property Rights.

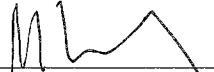
4. GENERAL

- 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 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.

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 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 **MATTHEW MOWBRAY** in the presence of:




Signature
March 29, 2018

Date

WITNESS

Signature: 
Name: Nikki Kahn
Address: 71F, Tower A, Port Building, 1006 Dongmeng South Rd, Luohu, Shenzhen
Occupation: In-house Counsel China


SIGNED by **ADAM STEVEN WOODS** in the presence of:




Signature
March 29, 2018

Date


WITNESS

Signature: 
Name: Gregory A. Smith
Address: 71F, Tower A, Port Building, 1006 Dongmeng South Road, Luohu,
Occupation: General Counsel Shenzhen, China


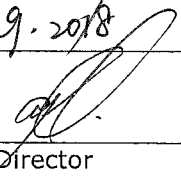
SIGNED by TWIST PTY LTD by:


Signature of Director
Adam Steven Woods
Name of Director
March 29, 2018
Date

WITNESS

Signature: 
Name: Gregory A. Smith
Address: 71F, Tower A, Port Building, 1006 Dongmen South Rd, Luohu,
Occupation: General Counsel Shenzhen, China.

SIGNED by CREATIVE IMPACT INC by:


Signature of Director
Mathew Mowbray
Name of Director
March 29, 2018
Date

Signature of Director
Anna Mowbray
Name of Director
March 29, 2018
Date

SCHEDULE 1
PATENT APPLICATIONS

Country	Title	Application No.	Date Filed
United States of America	APPARATUS FOR HOUSING AND REVEALING A PLURALITY OF CHILDREN'S TOYS	62/459,471	15/2/2017
United States of America	APPARATUS FOR HOUSING AND REVEALING A PLURALITY OF CHILDREN'S TOYS	15/897569	15/2/2018
PCT	APPARATUS FOR HOUSING AND REVEALING A PLURALITY OF CHILDREN'S TOYS	PCT/IB2018/050887	14/2/2018