

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5926969

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEVEN GERHARD STEWART	07/16/2018
RECEIVING PARTY DATA	
Name:	GOLDPINE INDUSTRIES LIMITED
Street Address:	18 OXFORD STREET
City:	RICHMOND, NELSON
State/Country:	NEW ZEALAND
Postal Code:	7020
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29721890
CORRESPONDENCE DATA	
Fax Number:	(803)255-9831
<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:	704-417-3000
Email:	ip@nelsonmullins.com, chandel.vanlaere@nelsonmullins.com
Correspondent Name:	NELSON MULLINS RILEY & SCARBOROUGH LLP
Address Line 1:	301 S. COLLEGE ST., 23RD FLOOR
Address Line 2:	ONE WELLS FARGO CENTER
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	62506/00001
NAME OF SUBMITTER:	ELIZABETH R. KENDALL, REG. NO. 74,280
SIGNATURE:	/Elizabeth R. Kendall/
DATE SIGNED:	01/24/2020
Total Attachments: 7	
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STEVEN GERHARD STEWART

GOLDPINE INDUSTRIES LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

**PATENT
REEL: 051605 FRAME: 0574**

PARTIES

STEVEN GERHARD STEWART, a New Zealand citizen of 65 Dawson Road, RD1, Mapua, Tasman, New Zealand (**Assignor**)

GOLDPINE INDUSTRIES LIMITED, a New Zealand company whose registered office is located at 18 Oxford Street, Richmond, Nelson, New Zealand (**Assignee**)

INTRODUCTION

- A. The Assignor has devised or contributed to the Invention and the Design either during the course of employment with the Assignee or under a commission from the Assignee.
- B. The Assignor acknowledges that the Assignee is or should be the legal and beneficial owner of the Invention, the Design and the Intellectual Property Rights.
- C. To the extent that the Assignor owns the Invention, the Design or any Intellectual Property Rights, the Assignor has agreed to assign, and the Assignee has agreed to accept, the Invention, the 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:

Copyright means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and
- (b) any database rights,

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

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

Design Rights means all rights in and to the designs to be applied to articles of or relating to the 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) any unregistered design rights; and
- (d) 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 or the 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 described or depicted in the Schedule as improved, modified, developed or amended at any time up to the date of signing of this deed; 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; and
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted.

2. ASSIGNMENT

2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to:

- (a) the Invention;
- (b) the Design; and
- (c) the Intellectual Property Rights.

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 Assignor waives all of the Assignor's moral rights relating to the Copyright works throughout the world, to the extent that the Assignor may lawfully do so.

3. FURTHER ACTIONS

3.1 If requested by the Assignee the Assignor 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.

SIGNED AS A DEED

SIGNED by **STEVEN GERHARD STEWART** in the presence of:




Signature

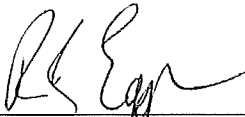
16-7-18

Date

WITNESS

Signature: 
Name: PETER SMILLIE
Address: 63 DAWSON RD
Occupation: RETIRED

**SIGNED by GOLDPINE INDUSTRIES
LIMITED by:**



Signature of Director

Robert Eggers

Name of Director

24/7/2018

Date

**SCHEDULE
INVENTION AND DESIGN**

A tool for driving a fastener

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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