

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6159825

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PAOLO GUALANDI	06/16/2017
GABRIELE DEGLI ESPOSTI	11/10/2014
RECEIVING PARTY DATA	
Name:	COSWELL S.P.A.
Street Address:	VIA GOBETTI, 4, I-40050
City:	FUNO DI ARGELATO, BOLOGNA
State/Country:	ITALY
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15531776
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	docketing@cmbllaw.com
Correspondent Name:	CLAYTON, MCKAY & BAILEY, PC
Address Line 1:	800 BATTERY AVE SE STE 100
Address Line 4:	ATLANTA, GEORGIA 30339
ATTORNEY DOCKET NUMBER:	COSW.PT.01
NAME OF SUBMITTER:	ARMON SHAHDADI
SIGNATURE:	/Armon Shahdadi, Reg. No. 70,728/
DATE SIGNED:	06/18/2020
Total Attachments: 7	
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source=Assignment#page2.tif	
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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, an ASSIGNOR named below,

PAOLO GUALANDI
GABRIELE DEGLI ESPOSTI

hereby sell, assign, transfer and set over to

ASSIGNEE: Coswell S.p.A., an Italian corporation, having a principal place of business at Via Gobetti, 4, I-40050, Funo di Argelato, Bologna, Italy, its successors, assigns and legal representatives,

my entire right, title and interest throughout the world, including all rights to claim priority, in and to the invention(s) disclosed in:

- U.S. National Phase Patent Application executed on or about the date of this Assignment,
- U.S. Patent Application No.: _____, filed on _____;
- U.S. Provisional Application No.: _____, filed on _____;
- International Application No.: PCT/IB2015/058959, filed on 2015-11-19;

and

ENTITLED: CAPSULE FOR DISPENSING BEVERAGES AND METHOD FOR ITS MANUFACTURE

and identified by Attorney Docket Number: COSW.PT.01

and naming inventor(s) as follows:

INVENTOR(S): Paolo Gualandi and Gabriele Degli Esposti

including without limitation, my entire right, title and interest in and to any and all United States and foreign applications (including any and all provisional, international, regional and foreign national applications) for said invention(s), including divisionals, continuations, continuations-in-part, renewals, substitutes and extensions thereof, and in and to any and all patents of every country or region that may be granted or have been granted for said invention(s), including any reissues and reexaminations thereof—the foreign applications including, without limitation, all applications for patents, utility models and designs which may hereafter be filed for the invention(s) in any country or countries foreign to the United States, and all forms of industrial property protection, including, without limitation, patents, utility models, inventor's certificates

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and designs which may be granted for the invention(s) in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

I authorize ASSIGNEE to apply for patents of foreign countries for said invention(s); to claim all rights of priority without further authorization from me, which priority rights include rights derived from any United States application (provisional or otherwise) under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and to own in its own name all applications, all patents and inventor's certificates in all countries based on the invention(s).

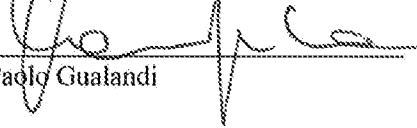
I agree to execute any and all documents requested by ASSIGNEE, its successors, assigns, legal representatives, or nominees, at their reasonable expense, in connection with filing and prosecution of any and all United States and foreign applications (including international, regional, and foreign national applications), enforcement of all patents, and maintenance of all rights in the invention(s), patents, inventor's certificates and applications for patents or inventor's certificates based on any of the invention(s); and generally to do everything possible to aid ASSIGNEE, its successors, assigns, legal representatives, and nominees, at their request and reasonable expense, in obtaining, enforcing, and maintaining patents and inventor's certificates for said invention(s) in all countries. In particular, I agree to provide to ASSIGNEE, its successors, assigns, legal representatives, or nominees, at their request and at their reasonable expense, all information known to or ascertainable by me and all documents and other materials and objects pertaining to the invention(s) that are in the possession of or accessible to me; and further, at any trial, hearing, deposition or other legal proceeding where I am called as a witness by ASSIGNEE, its successors, assigns, legal representatives, or nominee, I agree to testify to all facts pertaining to the invention(s) for which I am competent to testify.

I hereby covenant that I have full right to convey the entire interest that is being assigned by this Assignment, and that no assignment, sale, license, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment.

I authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue any U.S. Letters Patent or any other patent or property right that may be granted for said invention(s) to ASSIGNEE, its successors or assigns.

[Signature page follows.]

ASSIGNMENT

Executed on 16 June 2017, by 
Date Paolo Gualandi

Executed on _____, by _____
Date Gabriele Degli Esposti

SCRITTURA PRIVATA

Tra Gabriele Degli Esposti residente a Castel Guelfo di Bologna (BO) - Via Salarola 3/E (nel seguito per brevità: "Cedente") da una parte, e la Società Coswell S.p.A., con sede a Funo di Argelato (BO) - Via Gobetti 4, dall'altra.

PREMESSO

- Che attualmente il "Cedente" svolge una attività professionale comprendente, tra l'altro, lo sviluppo di nuove capsule per l'erogazione di bevande;

- che Coswell S.p.A. è interessata a commercializzare tali capsule direttamente o tramite Società afferenti o controllate;

che tali attività professionali hanno portato il "Cedente" alla ideazione di nuove capsule in polpa di cellulosa funzionanti tramite l'ausilio di una valvola e con o senza composti di alginato per eventuale isteresi dell'erogazione di bevande;

Tutto ciò premesso

SI CONVIENE E SI STIPULA QUANTO SEGUE:

Il "Cedente" cede a Coswell S.p.A. i diritti per lo sfruttamento commerciale ed economico dei prodotti sopra indicati, ivi compreso il diritto di depositare a proprio nome in Italia ed all'estero una o più domande di brevetto relative ai prodotti stessi.

2. Coswell S.p.A. si impegna a designare e riconoscere il "Cedente" come inventore (diritti non patrimoniali) in ciascuna delle domande di brevetto che riterrà opportuno depositare.

3. Il "Cedente" si impegna a sottoscrivere ogni documento necessario e comunque prestare tutta la collaborazione che gli sia ragionevolmente richiesta allo scopo di ottenere una adeguata protezione brevettuale dei suddetti prodotti in Italia ed all'estero.

4. Da parte sua, Coswell S.p.A. si impegna a provvedere a proprie spese al mantenimento in vigore delle domande di brevetto depositate e dei brevetti che verranno eventualmente concessi ed alla loro tutela e difesa in tutti i Paesi nei quali le domande stesse verranno depositate.

5. Il "Cedente" riconosce e si impegna a non contestare in alcun modo la titolarità e la piena proprietà di Coswell S.p.A. di dette domande di brevetto e/o brevetti, sia in Italia che all'estero. In conseguenza di tale riconoscimento, il "Cedente" non si opporrà in alcun modo allo sfruttamento di dette domande di brevetto e/o brevetti da parte di Coswell S.p.A., anche in settori non espressamente indicati nel presente accordo e nel quale il "Cedente" stesso non si è già interessato.

6. Coswell S.p.A. si impegna a riconoscere al "Cedente" una somma di EUR 1,00 che il "Cedente" dichiara di aver ricevuto e per cui la firma del presente atto serve di quietanza. Coswell S.p.A. null'altro avrà da pretendere oltre agli impegni assunti dal "Cedente" con il presente atto.

7. Le spese di registrazione del presente contratto, operazione che potrà essere effettuata anche solo in caso d'uso, sono a carico di Coswell S.p.A..

8. Le modifiche o aggiunte a questo accordo sono valide solo qualora vengano confermate da entrambe le parti mediante lettera raccomandata con ricevuta di ritorno.

9. Gli accordi contenuti nel presente contratto sono impegnativi anche per i successori legali delle due parti contraenti.

10. Per ogni controversia nascente dall'applicazione del presente contratto le parti faranno ricorso ad un collegio arbitrale composto da tre arbitri, di cui due nominati dalle parti ed il terzo dai primi due. In caso di disaccordo sulla nomina del terzo arbitro questi verrà

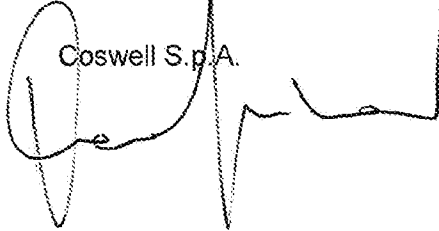
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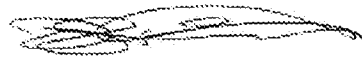
nominato dal presidente della camera di commercio di Bologna. Alternativamente le parti riconoscono la competenza esclusiva del foro di Bologna.

Letto, confermato e sottoscritto a
Bologna il 10 novembre 2014.

Coswell S.p.A.

A large, stylized handwritten signature in black ink, appearing to be a cursive representation of the company name or a representative's name.

Gabriele Degli Esposti

A smaller, more compact handwritten signature in black ink, likely belonging to Gabriele Degli Esposti.

PRIVATE DEED

Between Gabriele Degli Esposti resident in Castel Guelfo di Bologna (BO) - Via Salarola 3/E (hereinafter for brevity: "Assignor") of the one part, and the Company Coswell S.p.A., with headquarters in Funo di Argelato (BO) - Via Gobetti 4, of the other part.

GIVEN THAT

- Whereas currently the Assignor carries out a professional activity including, inter alia, the development of new capsules for dispensing beverages;
- whereas Coswell S.p.A. is interested in marketing said capsules either directly or through related Companies or subsidiaries;
whereas these professional activities have led the "Assignor" to invent new capsules made of cellulose pulp working with the aid of a valve and with or without alginate compounds for possible hysteresis of the dispensing of beverages.
All the above considered

IT IS AGREED AND STIPULATED AS FOLLOWS:

The "Assignor" assigns to Coswell S.p.A. the rights for the commercial and economic exploitation of the above-mentioned products including the right to filing in its own name in Italy and abroad one or more patent applications related to the products themselves.

2. Coswell S.p.A commits to designate and acknowledge the "Assignor" as inventor (non-property rights) in each of the patent applications that he shall consider appropriate to file.

3. The "Assignor" commits to sign every necessary document and in any case to provide all the cooperation that may be reasonably requested of him with the purpose of achieving an adequate patent protection of the above-mentioned products in Italy and abroad.

4. On its part, Coswell S.p.A commits to ensure at its own expenses the retention of the filed patent applications and of the patents that will possibly be granted and to their protection and safeguard in all the countries in which the applications themselves will be filed.

5. The "Assignor" acknowledges and commits not to contest in any way Coswell S.p.A's entitlement to and full ownership of said patent applications and/or patents, both in Italy and abroad. As a consequence of this acknowledgement, the "Assignor" will not object in any way to the exploitation of said patent applications and/or patents by Coswell S.p.A, also in sectors not explicitly specified in the present agreement and in which the "Assignor" himself hasn't already taken an interest.

6. Coswell S.p.A commits to acknowledge to the "Assignor" the sum of 1.00 EURO that the "Assignor" declares to have received and for which the signing of the present deed serves as a receipt. Coswell S.p.A will not have anything else to claim besides the commitments made by the "Assignor" with the present agreement.

7. The registration fees of the present contract, an operation that one will be able to carry out also only if used, are borne by Coswell S.p.A.

8. The amendments or addenda to this agreement are valid only if they are confirmed by both parties by registered letter with acknowledgement of receipt.

9. The agreements included in the present contract are binding also for the legal successors of the two contracting parties.

10. For any litigation arising from the application of the present contract the parties shall have recourse to an arbitration panel composed of three arbitrators, of which two nominated by the parties and the third by the first two. In case of disagreement on the nomination of the third arbitrator he/she will be nominated by the President of the Chamber of Commerce of Bologna. Alternatively the parties will recognize the exclusive jurisdiction of the court of Bologna.

Read, confirmed and signed in
Bologna on 10th November 2014

Coswell S.p.A

Gabriele Degli Esposti

CERTIFICATION OF TRANSLATION

The undersigned, Claudio Bottero, whose address is Via Trebbia, 20 – 20135 Milano (Italy), declares and states as follows:

I am well acquainted with the English and Italian languages and I have in the past translated numerous Italian documents of legal and/or technical content into English.

I hereby declare that the attached English language translation is, to the best of my knowledge and ability, a true and accurate English translation of the attached Private Deed in Italian language signed on November 10, 2014 between Coswell S.p.A. and Mr. Gabriele Degli Esposti.

Date: 16 June 2017

Signature: 

Name Claudio Bottero