

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6181090

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WORKING HOUSE LTD	06/17/2020
RECEIVING PARTY DATA	
Name:	NAPCENTRE EUROPE APS
Street Address:	AMERIKA PLADS 21AB
City:	COPENHAGEN
State/Country:	DENMARK
Postal Code:	2100
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29676806
CORRESPONDENCE DATA	
Fax Number:	(914)941-6091
<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:	(914) 941-5668
Email:	aedelstein@collenip.com
Correspondent Name:	DONALD J. RANFT
Address Line 1:	80 SOUTH HIGHLAND AVENUE
Address Line 2:	THE HOLYOKE-MANHATTAN BUILDING
Address Line 4:	OSSINING, NEW YORK 10562
ATTORNEY DOCKET NUMBER:	AX690
NAME OF SUBMITTER:	DONALD J. RANFT
SIGNATURE:	/Donald J. Ranft/
DATE SIGNED:	07/01/2020
Total Attachments: 6	
source=AX690_Assignment_200622#page1.tif	
source=AX690_Assignment_200622#page2.tif	
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THIS DEED is made the 17th day of June, 2020.

BETWEEN

- (1) **WORKING HOUSE LTD** a company incorporated in England and Wales under number 07441699 whose registered office is Venture House Calne Road, Lyneham, Chippenham, England, SN15 4PP (the **Assignor**); and
- (2) **NAPCENTRE EUROPE APS** a company incorporated and registered in Denmark under number DK29135339 which has its registered office at Amerika Plads 21AB, 2100 Copenhagen, Denmark (the **Assignee**).

WHEREAS

The Assignor has agreed to sell to the Assignee its trade marks and certain assets together with all the Assignor's rights in associated intellectual property rights.

NOW THIS DEED WITNESSES as follows:

1 **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Assignment the following expressions shall have the following meanings unless the context otherwise requires:

Assignment means the agreement to assign constituted by this deed;

Intellectual Property Rights or **IPR** means all and any intellectual property rights including without limitation all Trade Marks, Patents, Copyright, Domain Rights, confidential information, know-how, technology and all similar or equivalent rights anywhere in the world for the full term thereof (including renewals and extensions);

Main Agreement means the asset purchase agreement between (1) the Assignor, (2) SleepWing Ltd., and (3) The Assignee.

Patents means all those design patents (whether registered or unregistered) owned by the Assignor set out in the Schedule hereto.

Trade Marks means all those trade marks (whether registered or unregistered) owned by the Assignor set out in the Schedule hereto.

Copyright means all copyright and related rights in respect of the Materials and Social Media Accounts set out in the Schedule hereto.

Domain Rights means any and all title, rights and /or licenses in the domains and accompanying email address formats listed in the Domains set out in the Schedule hereto.

- 1.2 In this Assignment (unless the context otherwise requires) all definitions in the Main Agreement shall apply to the interpretation herein.

2 **ASSIGNMENT OF TRADE MARKS AND IPR**

2.1 The Assignor hereby transfers all its rights title, and interest in the Intellectual Property Rights **TO HOLD** unto the Assignee absolutely.

2.2 The consideration for the items in clause 2.1 shall be the consideration as set out in the Main Agreement.

2.3 For the avoidance of doubt the rights assigned pursuant to Clause 2.1 shall include, but not be limited to trade marks, design patents, copyright (and neighbouring rights) owned by the Assignor and all rights of a similar nature conferred in respect of the laws in force in the United Kingdom and in all other parts of the world, **TOGETHER WITH** all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods in respect of which the Trade Marks are used or registered, the right to action, bring or defend all such proceedings as may be necessary regarding infringement (including the recovery of damages or other forms of relief) arising from ownership thereof or in respect of the rights assigned by virtue of this Assignment and whether taking place before or after the date of this Assignment.

3 **FURTHER ASSURANCE**

The Assignor undertakes and covenants that it will at the reasonable request and cost of the Assignee do all acts and execute all documents which may be necessary to enable the Assignee to enjoy the full benefit of the rights hereby assigned or otherwise confirm the title of the Assignee to the IPR (whether in connection with any registration of such title or otherwise) and after the date of this Assignment to provide the Assignee with such support as the Assignee may reasonably require.

4 **GENERAL PROVISIONS**

4.1 Any written notice to be served under or in connection with this Assignment should be sent to the address of the recipient party in the Main Agreement.

4.2 No failure to exercise nor any delay in exercising, on the part of any party, any right or remedy under this Assignment shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Assignment are cumulative and not exclusive of any rights or remedies provided by law.

4.3 This Assignment may be executed in multiple parts each of which shall form one instrument.

5 **LAW**

5.1 This Assignment shall be construed and governed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim, matter or dispute arising in relation to this Assignment.

5.2 Subject to any provision in the Main Agreement, nothing in this Assignment confers any rights on any person (other than the parties hereto) pursuant to the Contracts (Rights of Third Parties) Act 1999.

SCHEDULE 1

Trade Marks

Trademark registrations of PODTIME – Word Mark				
Territory	Class	Renewal Date	Registration No.	Body
UK	43, 44	14.02.21	UK00002572196	IPO
UK	19, 20	26.04.21	UK00002579522	IPO
USA	IC 020. US 002 013 022 025 032 050	05.11.23	4427496	USPTO

Unregistered Trademark: Podtime Logo	
Name	Image
Podtime Logo	

Patents

Design Patent – SLEEP POD				
Territory	Locarno Class	Renewal Date	Registration No.	Body
EU	06.02	12.10.23	005796950-0001	EUIPO
USA	06.02	Pending Registration	Application No: 29676806	USPTO

Design Patent – SLEEP POD (Door Mechanism)				
Territory	Locarno Class	Renewal Date	Registration No.	Body
UK	06.02	12.10.23	005796950-0002	EUIPO
USA	06.02	Pending Registration	Application No: 29676806	USPTO

Copyright

Type	Name of file folder	Description of items
Documents	Assembly Instructions	Premium Pod Assembly Instructions; Standard Pod Assembly Instructions

Documents	PDF Brochures	Podtime Premium Pod; Podtime Standard Pod – Side Entry; Podtime Standard Pod – Front Entry; Podtime Bunk Pod; Podtime OutDoor Pod.
Photographs	High Resolution Images > Premium Pod Images	Twelve (12) images of the premium Podtime pod from a variety of perspectives with yellow upholstery.
Photographs	High Resolution Images > Standard Pod Images	Four (4) images of the standard Podtime pod, unoccupied and occupied by a human model.
CAD Files	CAD Files	Podtime Premium Pod; Podtime Standard Pod – Side Entry; Podtime Standard Pod – Front Entry; Podtime Bunk Pod.
Technical Drawings, Designs and Sketches	Technical Drawings	Podtime Premium Pod; Podtime Standard Pod – Side Entry; Podtime Standard Pod – Front Entry; Podtime Bunk Pod; Podtime OutDoor Pod.

Digital Assets and Social Media

Type	Name	Description
Domain Name	www.podtime.co.uk	All title, rights and licences in respect of the www.podtime.co.uk domain name
Website	www.podtime.co.uk	All title, rights and licences in respect of the www.podtime.co.uk website
Email address domain	@podtime.co.uk	All title, rights and licences in respect of the email domain @podtime.co.uk and all email addresses related hereto.
Social Media Account	Facebook	All user rights in respect of the Assignor's Facebook account
Social Media Account	Twitter	All user rights in respect of the Assignor's Twitter account
Social Media Account	LinkedIn	All user rights in respect of the Assignor's LinkedIn account
Social Media Account	Instagram	All user rights in respect of the Assignor's Instagram account
Social Media Account	YouTube	All user rights in respect of the Assignor's YouTube account
Social Media Account	Google+	All user rights in respect of the Assignor's Google+ account

IN WITNESS THIS DEED was executed and delivered on the date above.

EXECUTED for and on behalf of
WORKING HOUSE LTD.
as its Deed by JONATHAN GRAY
in the presence of:



Witness's signature



Name

Nicholas Riley

Address

Ailsa Tavern, 263 St Margaret's Road,

Twickenham TW1 1NJ

UK

Occupation

Public House Manager

EXECUTED for and on behalf of
NAPCENTRE EUROPE APS
as its Deed by CHRISTOPHER
LINDHOLST
in the presence of:

Christopher W. Lindholst

Witness's signature



Name

Alexander Lovelady

Address

Skoleholdervej 77 1.TV

Copenhagen 2400

Denmark

Occupation

Compliance Manager