

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6211247

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	D2M SOLUTIONS FZE	03/23/2020
RECEIVING PARTY DATA		
Name:	FORMAHOOF LIMITED	
Street Address:	WORKLAB	
Internal Address:	IDA BUSINESS PARK, CORK ROAD	
City:	WATERFORD	
State/Country:	IRELAND	
Postal Code:	X91 DC96	
PROPERTY NUMBERS Total: 9		
Property Type	Number	
Application Number:	29678657	
Application Number:	29658271	
Application Number:	29658277	
Application Number:	29678669	
Application Number:	29658290	
Application Number:	29678676	
Application Number:	29678685	
Application Number:	29658295	
Application Number:	15368415	
CORRESPONDENCE DATA		
Fax Number:	(859)252-0779	
<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:	8592520889	
Email:	uspto@iplaw1.net	
Correspondent Name:	KING & SCHICKLI PLLC	
Address Line 1:	800 CORPORATE DRIVE, SUITE 200	
Address Line 4:	LEXINGTON, KENTUCKY 40503	
ATTORNEY DOCKET NUMBER:	1961-008	

NAME OF SUBMITTER:	ANDREW D. DORISIO
SIGNATURE:	/Andrew D. Dorisio/
DATE SIGNED:	07/21/2020
Total Attachments: 7 source=IP transfer D2M Formahoof 2020#page1.tif source=IP transfer D2M Formahoof 2020#page2.tif source=IP transfer D2M Formahoof 2020#page3.tif source=IP transfer D2M Formahoof 2020#page4.tif source=IP transfer D2M Formahoof 2020#page5.tif source=IP transfer D2M Formahoof 2020#page6.tif source=IP transfer D2M Formahoof 2020#page7.tif	

DEED OF ASSIGNMENT OF IP

THIS DEED is dated 23rd March 2020 between

- (1) **D2M Solutions FZE** whose address is Unit 4, Light Industrial Units (LIU), PO Box 341209, Dubai Silicon Oasis, Dubai, UAE ("D2M").
- (2) **Formahoof Limited** incorporated and registered in the Republic of Ireland with company number 08806631 whose registered office is at Worklab, IDA Business Park, Cork Road, Waterford, Ireland, X91 DC96 ("Formahoof").

BACKGROUND

D2M has agreed to assign all of the Intellectual Property Rights in the FORMAHOOF Products and related business to Formahoof with effect from 1 February 2020 on the terms set out in this Deed.

AGREED TERMS

Definitions and interpretation

The following definitions and rules of interpretation in this clause apply in this Deed.

Confidential Information means all information and know-how relating to or comprised in the FORMAHOOF Products (or any part of the related business) which is not public knowledge in any country of the world.

Effective date means 1 February 2020, the date on which the transfer of the FORMAHOOF Products, related Formahoof Business and Intellectual Property rights took place from D2M to Formahoof.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for any past, present or future patent infringement, or for passing off or unfair competition, rights in designs, unregistered design rights, database rights, rights in software and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

FORMAHOOF Products means the range of innovative podiatry products, developed for use in equine and other hooved animals fields, including but not limited to the molds, processes of manufacture, processes for curing, training and educational materials for use with the items, instructions for the products, CADs, designs, drawings and plans relating to the products, proprietary software and design tools relating to the products, all and any documentation, designs, works or materials relating to or comprised in any of such products (including all operating manuals, user instruction manuals, training materials, specifications, data, flow charts, algorithms, diagrams, data models, build instructions, testing and configuration documentation).

Assignment

1. In consideration of Euros 30,000 [thirty thousand euros], receipt of which is hereby confirmed, D2M hereby assigns and transfers to Formahoof and its successors and assigns absolutely with full title guarantee the following throughout the world:

- (a) the entire past, present and future right, title and interest in any and all Intellectual Property Rights in the FORMAHOOF Products (and any part of the software Product), including all statutory and common law rights attaching thereto, including but not limited to, the Intellectual Property filings and related rights listed in Schedule A to this agreement, which includes the FORMAHOOF trademark and any goodwill associated therewith;
 - (b) all right, title and interest of D2M in and to the Confidential Information and the full unfettered and exclusive right throughout the world to use the Confidential Information (in whole or in part) for any purpose whatsoever; and
 - (c) all related rights and powers arising or accrued, including the right to make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement (or other cause of action arising from ownership) of any of the Intellectual Property Rights in the FORMAHOOF Products, whether occurring before, on or after the date of this Deed, and all rights to apply for, prosecute and obtain patents, copyright, trade mark or other registered protection in respect of or arising out of or based upon any of such Intellectual Property Rights anywhere in the world.
2. D2M shall, and shall procure that any necessary third parties shall, at the expense of Formahoorf execute and deliver to Formahoorf such other instruments and documents and take such other action as may be necessary or desirable for the purpose of giving full effect to this Deed or to confirm the title of Formahoorf to, or to enable Formahoorf to protect, perfect, enforce or enjoy, the Intellectual Property Rights assigned pursuant to this agreement.

Disclosure

3. At the written request of Formahoorf at any time, D2M will provide to Formahoorf promptly at Formahoorf's cost:
- (a) the computer programming code, CAD and technical drawings for the FORMAHOOF Product in human readable form; and
 - (b) all materials and documents owned, held or controlled by D2M relating to the FORMAHOOF Product, whether in eye-readable or machine-readable form; and
 - (c) all materials, guides, analyses, reports and other documents useful to enable a reasonably skilled programmer or designer to maintain, update, upgrade or amend, or register any Intellectual Property Rights subsisting in, the FORMAHOOF Product without reference to any other person or document.

Warranties and obligations

4. D2M warrants that, as at the date of this Deed:
- (a) it has full power and authority to enter into this Deed;
 - (b) the FORMAHOOF Product has not been copied wholly or substantially from any other source, and that the use by Formahoorf of the rights assigned to it will not infringe the rights of any third party;
 - (c) it is the sole legal and beneficial owner of the FORMAHOOF Product, free from encumbrances and all other rights exercisable by third parties;
 - (d) it has not licensed or assigned the FORMAHOOF Product in any part of the world; and
 - (e) it has not disclosed the Confidential Information to any person, firm or company.

5. D2M agrees not to communicate or otherwise make available the Confidential Information to any third party without the prior written consent of the Company, nor use the Confidential Information for any purpose.
6. D2M absolutely, irrevocably and unconditionally waives, and has obtained from all and any authors of the FORMAHOOFF Product absolute, irrevocable and unconditional waivers in relation to, all moral rights which subsist in any of the Intellectual Property rights and, so far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.

General

7. No failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy.
8. This Deed contains the entire agreement between the parties in relation to its subject matter and supersedes any prior arrangement, understanding written or oral agreements between the parties in relation to such subject matter. The parties acknowledge that this Deed has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in this Deed. Nothing in this clause 8 will exclude any liability in respect of misrepresentations made fraudulently.
9. No purported alteration or variation of this Deed shall be effective unless it is in writing, refers specifically to this Deed and is signed by an authorised representative of each of the parties to this Deed.
 - a. If at any time any part of this Deed is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Deed and the validity and/or enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired as a result of that omission.
 - b. No person, other than a party to this Deed, shall have any rights to enforce any term of this Deed.
 - c. This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

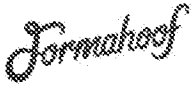

This document has been executed as a deed and is delivered and takes effect from the Effective Date.

Schedule A- Intellectual property filings and related rights



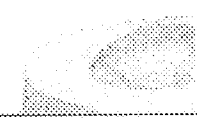
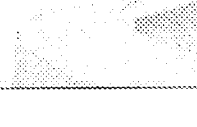

a. Trademarks








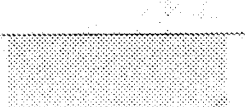

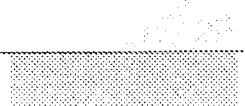

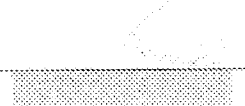


Jurisdiction	IP right	Trademark	Class	Filing date	Registration no
European Union	EU Trademark	FORMAHOOF	18	6 Nov 2017	17437492
USA	US Federal Trademark	FORMAHOOF	18	6 Mar 2017	5415738

b. Unregistered trademarks

Jurisdiction	IP right	Trademark	Goods & services	Date of first use
Worldwide	Unregistered trademarks	FORMAHOOF	Used in relation to podiatry products and related services, including sales, retail, distribution, websites, marketing collateral and marketing of such products and related services	22/12/2016
Worldwide	Unregistered trademarks			15/03/2019
Worldwide	Unregistered trademarks			24/07/2018

c. Registered Designs

Jurisdiction	IP right	Design right	Class	Filing date	Registration no
European Union	Registered Community Design		08.05	30 Jul 2018	5518768-0001
European Union	Registered Community Design		08.05	30 Jul 2018	5518768-0002
European Union	Registered Community Design		08.05	30 Jul 2018	5518768-0003
European Union	Registered Community Design		08.05	30 Jul 2018	5518768-0004
European Union	Registered Community Design		08.05	30 Jul 2018	5518768-0005

European Union	Registered Community Design		30.01	30 Jul 2018	5519253-001
European Union	Registered Community Design		30.01	30 Jul 2018	5519253-002
European Union	Registered Community Design		30.01	30 Jul 2018	5519253-003
European Union	Registered Community Design		30.01	30 Jul 2018	5519253-004
European Union	Registered Community Design		30.01	30 Jul 2018	5519253-005
European Union	Registered Community Design		30.01	30 Jul 2018	5519253-006
European Union	Registered Community Design		30.01	30 Jul 2018	5519253-007
European Union	Registered Community Design		30.01	30 Jul 2018	5519253-008
European Union	Registered Community Design		30.01	30 Jul 2018	5519253-009
European Union	Registered Community Design		30.01	30 Jul 2018	5519253-010
European Union	Registered Community Design		30.01	30 Jul 2018	5519253-011
European Union	Registered Community Design		30.01	30 Jul 2018	5519253-012
European Union	Registered Community Design		30.01	30 Jul 2018	5519253-013
European Union	Registered Community Design		30.01	30 Jul 2018	5519253-014

d. Patents

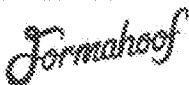

Jurisdiction	IP right	Title	Filing date	Filing no
USA	USA Federal	Customized ungulate foot	2 Dec 2016	15/368415

	Patent	protection devices and related assemblies and methods		
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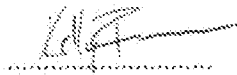
e. US Design Patents

Jurisdiction	IP right	Title	Filing date	Grant no / filing no
USA	USA Federal Design Patent	Ungulate shoe design (High Performance Final Product)	30 Jul 2018	D874744 29/658277
USA	USA Federal Design Patent	Ungulate shoe design (Barefoot Final Product)	30 Jul 2018	D874743 29/658271
USA	USA Federal Design Patent	Ungulate shoe design (Performance Final Product)	30 Jul 2018	D658290 29/658290
USA	USA Federal Design Patent	Mold for an Ungulate shoe (Barefoot Silicon mold)	30 Jul 2018	Pending 29/678685
USA	USA Federal Design Patent	Ungulate shoe design (Formahoof Heel Ext End Product)	30 Jan 2019	Pending 29/678657
USA	USA Federal Design Patent	Ungulate shoe design (Formahoof Left Extension)	30 Jan 2019	Pending 29/678669
USA	USA Federal Design Patent	Ungulate shoe design (Formahoof Right Extension)	30 Jan 2019	Pending 29/678676
USA	USA Federal Design Patent	Ungulate shoe design (Formahoof Toe Extension)	30 Jan 2019	Pending 29/678685

f. Copyright in Logos

Jurisdiction	IP right	Trademark
Worldwide	Copyright	
Worldwide	Copyright	 FORMAHOOF

Executed as a deed by D2M Solutions FZE in the presence of:




[SIGNATURE OF WITNESS]

KELLY POWER

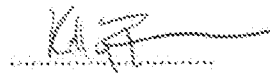
[NAME OF WITNESS [IN BLOCK CAPITALS]]

[ADDRESS OF WITNESS] COACH HOUSE, CIRCLE RD, DUNMORE EAST

[OCCUPATION OF WITNESS] OFFICE MANAGER


.....
ALEXANDER PAPANTONIOU

Executed as a deed by Formahoof Ltd, in the presence of:



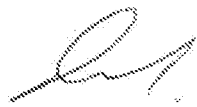
[SIGNATURE OF WITNESS]

KELLY POWER

[NAME OF WITNESS [IN BLOCK CAPITALS]]

[ADDRESS OF WITNESS] COACH HOUSE, CIRCLE RD, DUNMORE EAST

[OCCUPATION OF WITNESS] OFFICE MANAGER


.....
Alexander Papantoniou