# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6259140

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
HTL INTERNATIONAL HOLDINGS PTE. LTD.	08/04/2020

# **RECEIVING PARTY DATA**

Name:	HTL MANUFACTURING PTE. LTD.
Street Address:	229 MOUNTBATTEN ROAD #03-44/45 MOUNTBATTEN SQUARE
City:	SINGAPORE
State/Country:	SINGAPORE
Postal Code:	398007

# **PROPERTY NUMBERS Total: 6**

Property Type	Number
Patent Number:	D782860
Patent Number:	D772630
Patent Number:	D772629
Patent Number:	D740596
Patent Number:	D740597
Patent Number:	D740598

# **CORRESPONDENCE DATA**

Fax Number: (202)280-1177

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.

Phone: 9042472620

Email: eastdocket@holleymenker.com

JAMES R. MENKER, HOLLEY & MENKER, P.A. **Correspondent Name:** 

Address Line 1: PO BOX 331937

Address Line 4: ATLANTIC BEACH, FLORIDA 32233

NAME OF SUBMITTER:	JAMES R. MENKER
SIGNATURE:	/jmenker/
DATE SIGNED:	08/20/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 19** 

**PATENT** REEL: 053547 FRAME: 0069

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# DATED 4 AUGUST 2020

- (1) HTL INTERNATIONAL HOLDINGS PTE. LTD. (UNDER JUDICIAL MANAGEMENT)
- (2) HTL MANUFACTURING PTE, LTD.

AGREEMENT FOR ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS



Resource Law 10 Collyer Quay #23-01 Ocean Financial Centre Singapore, 049315

#### THIS AGREEMENT dated 4 AUGUST 2020.

#### BETWEEN:

- (1) HTL INTERNATIONAL HOLDINGS PTE. LTD. (Company Registration No.: 198904162H), a company incorporated in Singapore under judicial management, with its address on record on trade mark and intellectual property registries at 11 Gul Circle, Singapore 629567 and having its correspondence address c/o 6 Shenton Way, #33-00 OUE Downtown 2, Singapore 068809 ("Assignor"); and
- (2) HTL MANUFACTURING PTE. LTD. (Company Registration No.: 198202847C), a company incorporated in Singapore and having its correspondence address at 229 Mountbatten Road #03-44/45 Mountbatten Square Singapore 398007 ("Assignee"),

(collectively "Parties" and individually "Party").

#### RECITALS

- (A) The Assignor was placed under judicial management by an order of court dated 13 July 2020 with Mr Andrew Grimmett, Mr Lim Loo Khoon and Mr Tan Wei Cheong of Deloitte & Touche LLP (the "Judicial Managers") being appointed as the joint and several judicial managers. The affairs, business and property of the Assignor are being managed by the afore-named Judicial Managers.
- (B) The Assignor is the owner of Assigned Rights. The Assignor wishes to assign all his rights, title and interest in and to the Assigned Rights to the Assignor in accordance with the terms and conditions set out below.

# NOW IT IS HEREBY AGREED as follows:

# 1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

### 1.1 Definitions:

"Assigned Rights" means the Patents and the Trade Marks relating to the Business set out in Schedule 1 and all other Intellectual Property Rights relating to the Business.

"Business" means the design, assembly, manufacture, import, export sale and/or distribution of furniture including but not limited to leather, sofas, fabric upholstered furniture and related products and/or services.

"Business Day" means a day (other than a Saturday, Sunday or public holiday in Singapore) on which commercial banks are generally open for business in Singapore.

"Effective Date" means 30 July 2020.

"GST" means goods and services tax or any equivalent tax chargeable in Singapore or elsewhere.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of,

confidential information (including know-how) 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.

"Judicial Managers" has the definition ascribed to in Recital (A).

"Patents" means the patents and the applications short particulars of which are set out in Schedule 1.

"Representatives" means partners, directors, officers, agents, employees, staff, advisers and any other person acting on behalf and with the authority of the Party concerned, and in relation to the Assignor, includes the Judicial Managers and their respective representatives.

"S\$" or "SGD" means Singapore Dollars, being the lawful currency of Singapore.

"Trade Marks" means the registered trademarks and the applications, short particulars of which are set out in Schedule 2 and any unregistered trademarks.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement, Any reference to this Agreement includes the Schedules.
- 1.5 References to Clauses and Schedules are to the clauses of and Schedules to this Agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or reenacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to "writing" or "written" includes fax but not email.
- 1.11 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2. Assignment

In consideration of the sum of S\$1.00 (receipt of which the Assignor expressly acknowledges), the Assignor assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights, with effect from the Effective Date, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents and Trade Marks;
- (b) all goodwill attaching to the Trade Marks and that part of the Assigner's business that relates to the goods or services in respect of which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Agreement.

#### 3. GST

- 3.1 All payments made by the Assignee under this Agreement are exclusive of GST. If applicable, if any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the GST which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid GST invoice in respect of such GST to the Assignee.
- 3.2 If the GST invoice is delivered after the relevant payment has been made, the Assignee shall pay the GST due within five (5) Business Days of the Assignor delivering a valid GST invoice.
- 3.3 If the Assignee fails to comply with its obligation under this clause 3, it shall additionally pay all interest and penalties which thereby arise to the Assignor.

### 4. Further assurance

At the Assignee's expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.

# 5. Liability

The Assignor disclaims and excludes all liability to the Assignee, to the fullest extent permissible by law that may arise in relation to the Assigned Rights after the date of this Agreement, whether arising from negligence or otherwise.

#### 6. Notices

- 6.1 All notices or other communications required or permitted to be given or made under this Agreement shall be in writing and delivered by hand, by courier or prepaid registered post, or by electronic transmission to such address or electronic mail address as a Party may from time to time duly notify the other in writing.
- 6.2 The initial addresses and electronic mail addresses of the Parties for the purpose of this Agreement are specified below:

Assignor: HTL International Holdings Pte. Ltd. (Under Judicial Management)

Address:

c/o The Judicial Managers

6 Shenton Way #33-00 OUE Downtown 2

Electronic mail address:

wtan@deloitte.com and ckhoo@deloitte.com

Attention:

Mr. Tan Wei Cheong and Ms. Christina Khoo

Assignee: HTL Manufacturing Pte. Ltd.

Address:

229 Mountbatten Road #03-44/45

Mountbatten Square Singapore 398007

Electronic mail address:

robert.chew@HTLInternational.com

Attention:

Mr. Robert Chew

### 6.3 Deemed Delivery Date

Any such notice, demand or communication shall be deemed to have been duly served:

- (a) in the case of delivery by hand or by courier, when delivered;
- (b) in the case of electronic mail, at the time of transmission if transmitted error-free; and
- (c) in the case of post, on the second Business Day after the date of posting (if sent by local mail) and on the seventh Business Day after the date of posting (if sent by air mail),

Provided that in each case where delivery by hand, by courier or by electronic mail occurs on a day which is not a Business Day or after 6.00 p.m. on a Business Day, service shall be deemed to occur at 9.00 a.m. on the next following Business Day and in proving service, it shall be sufficient to show that personal delivery was made or that the envelope containing such notice was properly addressed, and duly stamped and posted or that the electronic mail has been sent in full to the recipient's electronic mail address.

### 7. Severance

- 7.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 7 shall not affect the validity and enforceability of the rest of this Agreement.
- 7.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

# 8. Costs to be home by Assignee

The Assignee shall bear all legal and other costs and expenses of and incidental to the negotiation, preparation, execution and performance by it of this Agreement and all ancillary documents and the actions to be taken by either Party as hereby agreed or in furtherance of the matters contemplated in this Agreement.

# 9. Entire Agreement

- 9.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 9.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

#### 10. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

### 11. Remedies and Walver

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### 12. Force Majeure

No Party shall be liable to any other party for defaulting or otherwise failing to perform one or more of its obligations under this Agreement if and to the extent that the defaulting Party's failure to perform was caused by a Force Majeure Event (as defined below). The relief given to a defaulting Party under this Clause 12 operates only for the duration that the Force Majeure Event prevents or impedes the performance of the obligation in question, and shall cease once the said Force Majeure Event ceases to prevent or impede the performance of such obligation. A "Force Majeure Event" comprises war, military action, civil commotion or disorder, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions or measures imposed to address the same; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction; act of God or natural disaster; prolonged break-down of transport, telecommunication or electric current, general labour disturbance and any other event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under this Agreement.

# 13. Time of Essence

Any date, time or period mentioned in any provision of this Agreement may be extended by mutual agreement between the Parties but as regards any time, date or period originally fixed and not extended or any time, date or period so extended as aforesaid, time shall be of the essence.

# 14. Counterparts

- 14.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 14.2 No counterpart shall be effective until each Party has executed at least one counterpart.

# 15. Third party rights

Unless expressly provided otherwise herein, a person who is not party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.

### 16. Governing law

This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and construed in accordance with, the laws of Singapore.

#### 17. Jurisdiction

Each Party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

# 18. Judicial Managers

The Parties acknowledge, accept and agree that the Judicial Managers act as agents for the Assignor and neither they nor their Representatives shall incur any personal or other liability in any circumstances whatever by virtue of, under or in connection with this Agreement, nor in relation to any related matter or claim nor in respect of any transfer, assignment or other transaction, or other documents made pursuant to this Agreement.

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Schedule 1 Patents

e Z	No. Registered owner	Title	Country	Registration No	Filing date	Date of Patent
					MM/EDE/YYYY	MM/DD/YYYYY
4-	HTL International Holdings Limited	Seat arm	United States of America	D782,860 S	04/20/2015	04/04/2017
7	HTL Infernational Holdings Limited	Seat arm	United States of America	D772,630 S	04/20/2015	11/29/2016
(L)	HTL International Holdings Limited	Seat arm	United States of America	D772,629 S	04/20/2015	11,29,2016
4	HTL International Holdings Limited	Sofa píping	United States of America	D740,598 S	11/19/2014	10/13/2015
ıa	HTL International Holdings Limited	Sofa back	United States of America	D740,597 S	11/18/2014	10/13/2015
ಹ	HTL International Holdings Limited	Sofa back	United States of America	D740,598 S	11/19/2014	10/13/2015

Schedule 2 Trade Marks

	Name of Owner	Registration Number	Mark Representation	Class	Registration Date (MIM/DD/YYYY)	duisdinton(s)
Mark	<b>E</b>					
<b>~</b> ≟	HTL International Holdings Pte, Ltd.	1116236	Z	20	06/14/2014	Chína
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ඟ්	HTL International Holdings Limited	IDM000081061	2000) \$0000 20000 20000	35	07/13/2005	Indonesia
\$	HTL International Holdings Limited	IDM000081060		20	07/13/2006	Indonesia
ဟ်	HTL International Holdings Limited	851654		10,20,35	11/25/2004	IR: AU, CH, CN, EM, JP, KR, LI, MA, NO, RU, US.
ശ്	HTL International Holdings Limited	3130047	5000000 \$000000 0000000 0000000	20	08/15/2006	United States of America
7-2	HTL International Holdings Limited	720803	I X I I	10,20	01/12/2006	New Zealand

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56.	HTL International Holdings Limited	303153852	oponomie de la companya de la compan	20	09/30/2014	Hong Kong

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The Assignor	
Signed by	
Tan Wei Cheong	
As Judicial Manager	
(as agent only and without personal liability)	
for and on behalf of	
HTL INTERNATIONAL HOLDINGS PTE. LTD.	· · · · · · · · · · · · · · · · · · ·
(UNDER JUDICIAL MANAGEMENT)	
in the presence of	
Name of witness:  The Assignee	
Signed by LEE Kwak LaoN4 (LI GNOLON4) as authorized representative for and on behalf of HTL MANUFACTURING PTE. LTD.	
in the presence of	
Name of witness:	

This Agreement has been entered into on the date stated at the beginning of it.

PATENT REEL: 053547 FRAME: 0089

**RECORDED: 08/20/2020**