

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PATRICK DAVID MAGUIRE	03/15/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AEROE SPORTS LIMITED
<b>Street Address:</b>	C/- A.M.S LIMITED
<b>Internal Address:</b>	44 YORK PLACE
<b>City:</b>	DUNEDIN
<b>State/Country:</b>	NEW ZEALAND
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16979723
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(704)444-1111
<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>	
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<b>ATTORNEY DOCKET NUMBER:</b>	067458/551055
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER P. LIGHTNER
<b>SIGNATURE:</b>	/Christopher P. Lightner/
<b>DATE SIGNED:</b>	09/10/2020
<b>Total Attachments: 9</b>	
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PATRICK DAVID MAGUIRE

AERGE SPORTS LIMITED

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DEED OF ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS

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## PARTIES

**PATRICK DAVID MAGUIRE**, a New Zealand citizen of 45a Martin Street, Monaco, Nelson, 7011, New Zealand (**Assignor**)

**AEROE SPORTS LIMITED**, a New Zealand company whose registered office is located at c/- A.M.S Limited, 44 York Place, Dunedin, New Zealand (**Assignee**)

## INTRODUCTION

- A. The Assignor has devised or contributed to the Invention 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 and the Intellectual Property Rights.
- C. To the extent that the Assignor owns the Invention or any Intellectual Property Rights, the Assignor has agreed to assign, and the Assignee has agreed to accept, the Invention 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) copyrights in any original artistic, literary and other works; and
- (b) database rights,

relating to the Invention as may exist anywhere in the world;

**Design Rights** means all rights in and to the designs to be applied to articles of or relating to the Invention 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 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 in the Patent Application or in the Schedule as improved, modified, developed or amended at any time up to the date of signing of this deed;

**Patent Application** means New Zealand patent application number 740794; 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;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Application together with:
  - (i) any patent that may be granted pursuant to the Patent Application; and
  - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Application in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

## 2. ASSIGNMENT

2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor and for the 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; and
- (b) the Intellectual Property Rights,

to the extent that the Assignors hold any such rights, title and interest as at the date of this deed.

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 relating to Copyright works throughout the world, to the extent that the Assignor may lawfully do so.

**3. FURTHER ACTIONS**

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- 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**

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- 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.

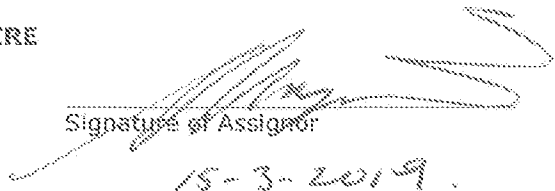
4.2 **Counterparts:**

- (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. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED

SIGNED by PATRICK DAVID MAGUIRE  
in the presence of:

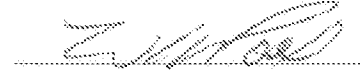
  
Signature of Assignor

Date

15-3-2019

WITNESS

Signature:



Name:

WAYNE POOL

Address:

53 Somerset Ave

Occupation:

BUILDER

SIGNED by AEROE SPORTS LIMITED by:

  
Signature of Director

Patrick D. Maguire

Date

15-3-2019

Signature of Director

Name of Director

Date

SCHEDULE  
INVENTION

**CYCLE ACCESSORY MOUNTING SYSTEM AND ATTACHMENT DEVICE**

1. A system for mounting an accessory to a cycle, comprising:

a mounting part comprising an axially extending member and at least one transversely projecting lug;

a receiving part comprising a recess for receiving the axially extending member and the at least one lug when the receiving part is in a receiving/releasing position relative to the mounting part, and at least one lip for engaging with the at least one lug to retain the mounting part when the receiving part is angularly moved about an axis relative to the mounting part from the receiving/releasing position; and

a locking member that is operable between the mounting part and the receiving part, the locking member moveable between an unlocked position and a securing position to selectively retain the receiving part in a plurality of angularly offset locked positions relative to the mounting part.

2. The system according to claim 1, comprising a plurality of receiving/releasing positions.

3. The system according to claim 1 or claim 2, wherein the mounting part is adapted to be mounted to a cycle component.

4. The system according to any one of claims 1 to 3, wherein the receiving part is connectable to or forms part of an accessory.

5. The system according to any one of claims 1 to 4, further comprising a biasing member for biasing the locking member towards the securing position.

6. The system according to any one of claims 1 to 5, wherein the axially extending member is substantially circular, and the recess is substantially circular.

7. The system according to any one of claims 1 to 6, wherein the locking member is moveable in a radial direction.

8. The system according to any one of claims 1 to 7, wherein the receiving part comprises the locking member.



9. The system according to claim 8, wherein the mounting part comprises a plurality of radially inwardly extending teeth.
10. The system according to claim 9, wherein the locking member is adapted to selectively engage with a portion of at least one of the teeth when the receiving part is in one of the locked positions.
11. The system according to claim 10, wherein a distance between at least two teeth is substantially the same as a transverse dimension of the locking member to minimise or prevent movement between the locking member and the teeth when the receiving part is in one of the locked positions.
12. The system according to any one of claims 9 to 11, wherein the mounting part further comprises at least one concave arcuate surface that is adapted to move the locking member away from the securing position when the receiving part is rotated relative to the mounting part from the receiving/releasing position toward the locked positions.
13. The system according to claim 12, wherein a centre of at least one concave arcuate surface is collinear with a centre of at least one lug.
14. The system according to any one of claims 1 to 13, wherein at least one lip retains the receiving part relative to the mounting part in an axial direction when the receiving part is in one of the locked positions.
15. The system according to any one of claims 1 to 14, wherein the receiving part comprises at least one slot extending outwardly from a portion of the recess for receiving the at least one lug when the receiving part is in the receiving/releasing position.
16. The system according to claim 15, wherein the mounting part comprises a plurality of lugs and the receiving part comprises a plurality of slots.
17. The system according to claim 15, wherein the mounting part comprises three lugs and the receiving part comprises three slots.
18. The system according to any one of claims 1 to 17, further comprising a release member operatively connected to the locking member for enabling a user to move the locking member away from the securing position.

19. The system according to any one of claims 1 to 18, wherein the mounting part further comprises a mounting bracket for mounting the mounting part to a substantially cylindrical member.
20. The system according to claim 19, further comprising a rack having a substantially cylindrical member adapted to be received by the mounting bracket and the mounting part.
21. The system according to any one of claims 1 to 20, wherein the accessory is a bag, a basket, or a carrier.
22. An accessory for the system according to any one of claims 1 to 21, wherein the accessory is a bag having a backplate, wherein the receiving part is integrally formed with or connected to the backplate, and wherein the backplate is substantially rigid, at least in a region adjacent the receiving part.
23. The accessory according to claim 22, wherein substantially the entire backplate is rigid.
24. The accessory according to claim 22 or claim 23, wherein the bag has a rigid case.
25. The accessory according to claim 22 or claim 23, wherein the bag has a flexible case.
26. The accessory according to claim 25, wherein portions of the flexible case are high frequency welded together.
27. The accessory according to claim 25 or claim 26, wherein the flexible case is sewn to the backplate.
28. The accessory according to claim 22, wherein the receiving part comprises an adapter that is adapted to mate with a portion of the receiving part.
29. The accessory according to claim 28, wherein the backplate is received between the adapter and the portion of the receiving part.
30. An attachment device for use in a system for mounting an accessory to a cycle, comprising:
  - a body defining a slot;
  - a substantially linearly slideable block received in the slot;

a retaining member connected to or connectable to the block, the retaining member forming or configured to form a loop extending at least partially around a cycle component; and

an adjustment mechanism for changing the linear position of the block relative to the body to adjust the size of the loop to grip the cycle component.

31. The attachment device according to claim 30, wherein the adjustment mechanism is a rotatably mounted threaded member.
32. The attachment device according to claim 31, wherein rotation of the rotatably mounted threaded member about its axis causes movement of the block along the axis of the rotatably mounted threaded member.
33. The attachment device according to any one of claims 30 to 32, comprising:
  - two spaced apart slots in the body;
  - two linearly slideable blocks, one received in each slot;
  - two retaining members, one associated with each block; and
  - two adjustment mechanisms, one associated with each block.
34. The attachment device according to any one of claims 30 to 33, further comprising an aperture for receiving a substantially cylindrical member.
35. The attachment device according to claim 34, wherein the substantially cylindrical member is a portion of a rack adapted to be received by a mounting bracket and a mounting part.
36. The attachment device according to any one of claims 30 to 35, further comprising holes for directly mounting a mounting part to the attachment device.
37. The combination of the system according to any one of claims 1 to 21 and the attachment device according to any one of claims 30 to 36.

