

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6334835

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GRO-GROUP INTERNATIONAL LTD	07/05/2019
RECEIVING PARTY DATA	
Name:	MAYBORN (UK) LIMITED
Street Address:	MAYBORN HOUSE, BALLIOL BUSINESS PARK
City:	NEWCASTLE UPON TYNE
State/Country:	UNITED KINGDOM
Postal Code:	NE12 BEW
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	10173026
Patent Number:	7515509
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>	
Phone:	+1 02145385342
Email:	jdu@mayborngroup.com
Correspondent Name:	JANE DU
Address Line 1:	11TH FLOOR, 1010 WASHINGTON BLVD
Address Line 4:	STAMFORD, CONNECTICUT 06901
NAME OF SUBMITTER:	JANE DU
SIGNATURE:	/Jane Du/
DATE SIGNED:	10/05/2020
Total Attachments: 6	
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THIS AGREEMENT IS MADE the 5 day of July 2019

BETWEEN

1. **GRO-GROUP INTERNATIONAL LTD** of Mayborn House, Balliol Business Park, Newcastle Upon Tyne, NE12 8EW, United Kingdom ("the Assignor")
2. **MAYBORN (UK) LIMITED** of Mayborn House, Balliol Business Park, Newcastle upon Tyne, NE12 8EW ("the Assignee")

Recitals

- (A) The Assignor is the proprietor of the Patents.
- (B) The Assignor has agreed to assign all their right title and interest to the Inventions and the Patents to the Assignee on the terms of this Agreement.

Operative Clauses

1. In this Agreement the following words shall have the following meanings:

Inventions: the inventions claimed in the Patents and all intellectual property rights in and to such inventions.

Patents: the patents and the applications short particulars of which are set out in Schedule A including any continuations, continuations in part, extensions, reissues, divisions and including any patents, supplementary protection certificates and similar rights that are based on or derive priority from the foregoing

2. **ASSIGNMENT**

In consideration of the sum of £1 paid by the Assignee to the Assignor, receipt of which the Assignor hereby acknowledges, the Assignor hereby assigns to the Assignee and the Assignee hereby accepts an assignment of all the Assignor's:

- 2.1 legal and equitable rights in and to the Inventions and Patents;

2.2 legal and equitable rights in and to all rights of action, powers and benefits arising from ownership of the Inventions and / or Patents in particular the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to on or after the date of this Agreement.

2.3 entire right to be absolutely entitled to any patent granted on the patent applications at Schedule A for the full term of such patents and their entirety to apply for, be granted and hold patents for the inventions made under the Patent Cooperation Treaty or the national patent legislation in each of any of the states for which the patent applications are designated and the right to priority;

3. **ATTORNEY**

The assignor hereby irrevocably appoints the assignee as its attorney in its name and on its behalf to execute and do any instrument or thing as may be required by the assignee to enable it to enjoy the full benefit of the rights assigned by this assignment and in favour of any third party a certificate signed by any director or the secretary of the assignee that any instrument or act falls within such authority shall be conclusive evidence that such is the case.

4. **FURTHER ASSURANCE**

The Assignor shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time reasonably require in order to give the Assignee the full benefit of this Agreement, whether in connection with any registration of title or other similar right or otherwise.

5. **GOVERNING LAW AND JURISDICTION**

5.1 This agreement shall be governed by and construed in accordance with the laws of England and Wales.

5.2 Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement.

IN WITNESS of which this Agreement has been executed as a Deed and delivered the date and year first above written

Executed as a Deed by Assignor by

Name JAMES TAYLOR
Director

)
)
) *James Taylor*
Signature

and

Name STEVE PARWIN
Director/Company Secretary

)
) *Steve Parwin*
Signature

**Executed as a Deed by the Assignee
by**

Name JAMES TAYLOR
Director

)
)
) *James Taylor*
Signature

and

Name STEVE PARWIN
Director/Company Secretary

)
) *Steve Parwin*
Signature

SCHEDULE A

Country	Invention	Application No.	Grant No.	Filing Date
Australia	Gro-Clock	2008294624	2008294624	29/Aug/2008
Germany	Gro-Clock	08788472.2	602008020471	29/Aug/2008
Spain	Gro-Clock	08788472.2	EP2188677	29/Aug/2008
United Kingdom	Gro-Clock	0717284.4	GB2453714	06/Sep/2007
Ireland	Gro-Clock	08788472.2	EP2188677	29/Aug/2008
Italy	Gro-Clock	08788472.2	EP2188677	29/Aug/2008
Netherlands	Gro-Clock	08788472.2	EP2188677	29/Aug/2008
Australia	Sleeved Grobag	2015254592		30/Apr/2015
United Kingdom	Sleeved Grobag	1507377.8	GB2527900	30/Apr/2015
Australia	GRO-SNUG - Hybrid GROBAG/Swaddle	2015314257		09/Sep/2015
Europe	GRO-SNUG - Hybrid GROBAG/Swaddle	15774519.1		09/Sep/2015

United Kingdom	GRO-SNUG - Hybrid GROBAG/Swaddle	1515974.2	GB2532121	09/Sep/2015
Canada	Teaching Clock	2,566,003	2,566,003	27/Oct/2006
USA	Teaching Clock	11/608,434	7,515,509	08/Dec/2006
United Kingdom	Hip Healthy Swaddle	1620732.6		06/Dec/2016
Australia	Infant Calming Device	2011318684	2011318684	21/Oct/2011
Australia	Infant Calming Device	2015264806	2015264806	21/Oct/2011
China	Infant Calming Device	201180050958.6		21/Oct/2011
Europe	Infant Calming Device	11834694.9		21/Oct/2011
Hong Kong	Infant Calming Device	13110341.0		21/Nov/2011
Japan	Infant Calming Device	2013-534849	6019031	21/Oct/2011
New Zealand	Infant Calming Device	588751	588751	21/Oct/2010
Singapore	Infant Calming Device	2013028154	SG 189407	21/Oct/2011
USA	Infant Calming Device	13/880,208	10/173,026	21/Oct/2011

