

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6726228

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HOLYOAKE INDUSTRIES LIMITED	03/01/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PRICE HOLYOAKE (NZ) LIMITED
<b>Street Address:</b>	67-69 GREENMOUNT DRIVE
<b>Internal Address:</b>	EAST TAMAKI
<b>City:</b>	AUCKLAND
<b>State/Country:</b>	NEW ZEALAND
<b>Postal Code:</b>	2013
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16416497
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)977-4405
<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>	
<b>Phone:</b>	(312) 977-4400
<b>Email:</b>	rcrawford@nixonpeabody.com
<b>Correspondent Name:</b>	NIXON PEABODY LLP
<b>Address Line 1:</b>	70 W. MADISON STREET
<b>Address Line 2:</b>	SUITE 3500
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60602
<b>ATTORNEY DOCKET NUMBER:</b>	025517-100004USPT
<b>NAME OF SUBMITTER:</b>	PETER J. PROMMER
<b>SIGNATURE:</b>	/Peter J. Prommer, Reg. No. 54,743/
<b>DATE SIGNED:</b>	05/24/2021
<b>Total Attachments: 9</b>	
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# DEED OF ASSIGNMENT OF PATENTS

DEED made this 1 day of March 2021

**BETWEEN** **Holyoake Industries Limited**, of 67-69 Greenmount Drive, East Tamaki, Auckland 2013, New Zealand (**Assignor**)

**AND** **Price Holyoake (NZ) Limited**, of c/- Buddle Findlay, 188 Quay Street, Auckland Central, Auckland 1010, New Zealand (**Assignee**)

## Background

- A. The Assignor is the owner and registered proprietor of the Patents.
- B. Pursuant to a sale and purchase agreement made between the Assignor, the Assignee, Noel Holyoake, Grant Holyoake and Scott Holyoake (each as a covenantor), and Price Industries Limited as guarantor for the purchaser), dated 1 December 2020 (the **Sale and Purchase Agreement**), the Assignor has agreed to sell, and the Assignee has agreed to purchase, certain assets of the Assignor, including the Patents.
- C. The parties wish to enter into this Deed to record, effect and confirm the assignment and transfer of all the Assignor's right, title and interest in and to the Patents from the Assignor to the Assignee.

## THE PARTIES HEREBY AGREE AS FOLLOWS:

### 1 Definition

- 1.1 **Definitions:** Unless otherwise defined in this Deed, capitalised terms in this Deed have the meaning given to them in the Sale and Purchase Agreement, unless the context otherwise requires and:

**Business** means the Assignor's air management solutions business;

**Deed** means this Deed of Assignment of Patents; and,

**Patents** means all rights in and to the inventions connected with the patent applications and registrations as well as the patent applications and patent registrations as set out in the Schedule.

### 2 Assignment of rights

- 2.1 For good and valuable consideration, paid by the Assignee to the Assignor in accordance with the Sale and Purchase Agreement (payment and sufficiency of which the Assignor

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acknowledges), the Assignor hereby assigns to the Assignee, free of all encumbrances, absolutely all of its rights, title and interest in and to the Patents, subject to and with effect from the date of this Deed, together with:

- (a) the goodwill of the Business concerned in the goods/and or services for which the Patents are used and/or registered in New Zealand and abroad;
- (b) the right to sue for damages and other remedies in respect of any infringement or misuse of the Patents, which may have occurred prior to the date of this Deed and to retain any damages obtained as a result of any such action;
- (c) all statutory, equitable and common law rights attaching to the Patents including the right to claim priority from any Patent,; and,
- (d) all rights of a like nature from time to time belonging to the Assignor, which may be conferred or may subsist in any alterations, modifications, improvements or additions to the Patents and any or all renewals and extensions thereof.

2.2 The Assignee accepts the assignment of all the Assignor's rights, title, and interest in and to the Patents.

2.3 Without limiting any other mode of delivery, this Deed will be delivered by each of the parties to this Deed on the earlier of:

- (a) physical delivery of an original of this Deed, executed by that party, into the custody of the other party or its solicitors; or,
- (b) transmission by that party, its solicitors or any other person authorised in writing by that party of a photocopied or scanned copy of an original of this Deed, executed by that party, to the other party or its solicitors.

2.4 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.

2.5 This Deed may be executed in any number of counterparts (including electronically scanned copies) all of which, when taken together, will constitute one and the same instrument. A Party may enter into this Deed by executing any counterpart.

2.6 The Assignor shall execute such further documents and do such further acts as the Assignee may reasonably require from time to time by way of further assurance of the rights herein assigned.

2.7 This assignment shall be governed by and construed in accordance with New Zealand law. Each of the parties agrees that the Courts of New Zealand shall have exclusive jurisdiction to settle any dispute which may arise in connection with this Deed.

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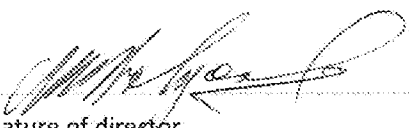
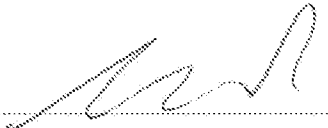
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**PATENT**  
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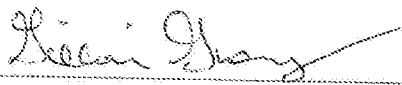
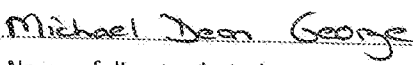
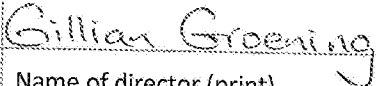
## Execution

Executed and delivered as a deed

HOLYOAKE INDUSTRIES LIMITED by:	
	
Signature of director	Signature of director
NOEL HOLYOAKE	SCOTT HOLYOAKE
Name of director (print)	Name of director (print)
PRICE HOLYOAKE (NZ) LIMITED by:	
Signature of director	Signature of director
Name of director (print)	Name of director (print)

## Execution

Executed and delivered as a deed

HOLYOAKE INDUSTRIES LIMITED by:	
Signature of director	Signature of director
Name of director (print)	Name of director (print)
PRICE HOLYOAKE (NZ) LIMITED by:	
	
Signature of director	Signature of director
	
Name of director (print)	Name of director (print)

# Schedule: Patents

## New Zealand

PATENT NO	PATENT TITLE	STATUS	APPLICATION/ REGISTRATION DATE	RENEWAL DATE
517134	Improved mounting system	Granted	12-FEB-2002 (31-MAR-2003)	no further renewals due
526729	A component installation system and method of use	Granted	25-JUN-2003 (07-APR-2005)	28-JUL-2021
527001	Improvements to fire dampers	Granted	14-JUL-2003 (13-JUL-2006)	13-JUL-2021
539185	Air flow control device	Granted	31-MAR-2005 (13-DEC-2007)	30-MAR-2021
579684	Improvements to dampers	Granted	14-SEP-2009 (02-APR-2012)	14-SEP-2021
725238	An air distribution device and method of manufacture	Filed	14-OCT-2016	n/a
729896	Improvements to dampers and spacers for dampers	Granted	09-MAR-2017 (24-MAR-2020)	09-MAR-2022
753391	Fire damper	Accepted	15-MAY-2019	n/a
761645	Fire damper (mounting means)	Under examination	13-FEB-2020	n/a

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PATENT NO.	PATENT TITLE	STATUS	APPLICATION/ REGISTRATION DATE	RENEWAL DATE
761648	Fire damper (locking means)	<i>Under examination</i>	13-FEB-2020	n/a
756114	Improvements to dampers and spacers for dampers (Divisional application)	<i>Under examination</i>	27-SEP-2019	n/a
758885	A flow component	<i>Filed</i>	06-NOV-2019	n/a
760912	Fire Damper	<i>Filed</i>	17-JAN-2020	n/a
771937	Fire Damper	<i>Filed</i>	17-JAN-2020	n/a

#### Australia

PATENT NO.	PATENT TITLE	STATUS	APPLICATION/ REGISTRATION DATE	EXPIRY/RENEWAL DATE
2004203459	A Component Installation System and Method of Use	Granted	29-JUL-2004 (29-OCT-2009)	29-JUL-2024
2006201346	Air Flow Control Device	Granted	31-MAR-2006 (28-JUL-2011)	31-MAR-2026
2010219419	Improvements to Dampers	Granted	14-SEP-2010 (7-MAY-2015)	14-SEP-2030
2016244311	An Air Distribution Device and Method of Manufacture	<i>Awaiting examination</i>	14-OCT-2016	14-OCT-2036

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PATENT NO.	PATENT TITLE	STATUS	APPLICATION/ REGISTRATION DATE	EXPIRY/RENEWAL DATE
2017201616	Improvements to Dampers and Spacers for Dampers (Spacer)	<i>Accepted</i>	9-MAR-2017	9-MAR-2037
2019203399	Fire Damper	<i>Accepted</i>	15-MAY-2019	15-MAY-2039
2018256756	A Flow Component	<i>Filed</i>	27-APR-2018	27-APR-2038
2020220066	Improvements to Dampers	<i>Filed</i>	9-MAR-2017	9-MAR-2037
202120023	Fire Damper	<i>Filed</i>	15-JAN-2021	15-Jan-2041

#### Canada

PATENT NO.	PATENT TITLE	STATUS	APPLICATION/ REGISTRATION DATE	EXPIRY DATE
2,554,328	Air flow control device	Granted	27-JUL-2006 (24-NOV-2009)	27-JUL-2027
3,055,920	A flow component	<i>Examination requested</i>	27-APR-2018	27-APR-2038
3,106,281	Fire Damper	<i>Filed</i>	15-Jan-2021	15-Jan-2041

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## Germany

PATENT NO.	PATENT TITLE	STATUS	APPLICATION/ REGISTRATION DATE	EXPIRY DATE
11 2018 002 229.3	A flow component	Examination request due	27-APR-2018	27-APR-2038

## United Kingdom

PATENT NO.	PATENT TITLE	STATUS	APPLICATION/ REGISTRATION DATE	RENEWAL DATE
GB2425349	Air flow control device	Granted	30-MAR-2006 (24-11-2009)	30-MAR-2026

## United States

PATENT NO.	PATENT TITLE	STATUS	APPLICATION/ REGISTRATION DATE	EXPIRY DATE
15/415,497	Fire damper	Awaiting examination	20-MAY-2019	20-MAY-2039
15/605,465	A flow component	Awaiting examination	27-APR-2018	27-APR-2038
17/149,336	Fire damper	Filed	14-Jan-2021	14-Jan-2041

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