

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6857485

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	START FOOD-TECH NZ LIMITED	07/20/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	D M DUNNINGHAM LIMITED	
<b>Street Address:</b>	655 GREAT SOUTH ROAD	
<b>City:</b>	PENROSE, AUCKLAND	
<b>State/Country:</b>	NEW ZEALAND	
<b>Postal Code:</b>	1061	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	9956696
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(319)286-7050	
<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>	319-286-7000	
<b>Email:</b>	ptomail@nyemaster.com	
<b>Correspondent Name:</b>	RYAN N. CARTER	
<b>Address Line 1:</b>	625 FIRST STREET SE	
<b>Address Line 2:</b>	SUITE 400	
<b>Address Line 4:</b>	CEDAR RAPIDS, IOWA 52401	
<b>NAME OF SUBMITTER:</b>	RYAN N. CARTER	
<b>SIGNATURE:</b>	/Ryan N. Carter/	
<b>DATE SIGNED:</b>	08/10/2021	
<b>Total Attachments: 6</b>		
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Start Food-Tech NZ Limited

Assignor

D M Dunningham Limited

Assignee

**Deed of Assignment of Intellectual Property**

**Martelli M<sup>c</sup>Kegg**  
lawyers

**PATENT**  
**REEL: 057136 FRAME: 0111**

Deed dated

20<sup>th</sup> July

2021

**Parties**

1. **Start Food-Tech NZ Limited** of C/- Tait Pearce & Co (2020) Limited, Flat 4, 39 Victoria Avenue, Whanganui, 4500, New Zealand (**Assignor**)
2. **D M Dunningham Limited** of 655 Great South Road, Penrose, Auckland, 1061, New Zealand (**Assignee**)

**Introduction**

- A. The Assignor is the registered proprietor of the Intellectual Property.
- B. Pursuant to the Agreement, the Assignor has agreed with the Assignee to assign to the Assignee the Intellectual Property and all of the Assignor's rights pertaining to the Intellectual Property.
- C. The parties wish to enter into this Deed to effect, confirm and record the assignment of the Intellectual Property from the Assignor to the Assignee.

**Operative Terms**

1. **Interpretation**

1.1 In this Deed:

**Agreement** means the Agreement for Sale and Purchase of a Business between the Assignor as vendor and the Assignee as purchaser dated 20 May 2021 under which the Assignor agrees to sell the Business to the Assignee;

**Business** means the business carried on by the Assignor of importing and supplying commercial food wrap, knives and associated accessories;

**Date of Assignment** means 30 July 2021; and

**Intellectual Property** means the trademarks and patents specified in the Schedule.

1.2 In this Deed unless the context otherwise requires:

- 1.2.1 Reference to any party includes that party's successors and/or permitted assigns as the case may be;
- 1.2.2 The singular includes the plural and vice versa and words importing one gender include all genders; and
- 1.2.3 Any covenant not to do anything shall also constitute an obligation not to suffer, permit, cause or assist any other person to do that thing.

2. **Assignment**

- 2.1 As from the Date of Assignment, the Assignor assigns to the Assignee all its property, right, title and interest in the Intellectual Property (including all common law rights connected with the trademarks, priority applications and priority rights and any and all subsequent related applications and issued patents, including continuation applications, divisional applications, continuation-in-part applications, international applications, foreign/national phase applications and any reissue or reissues of the patents, the same to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the

Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of the Intellectual Property with the right to sue for and collect the same for the Assignee's own use) together with the goodwill of the Business relating to the goods and services in respect of which the Intellectual Property is registered and to hold the same to the Assignee absolutely.

3. **Further Assurances**

- 3.1 Each party will do all things and execute all documents reasonably required in order to give effect to the provisions and intent of this Deed.

4. **Execution**

- 4.1 This Deed may be executed in two or more counterparts (including facsimile or pdf copies) each of which will be deemed an original, but which together will constitute one and the same instrument. A party may enter into this Deed by signing any counterpart.

5. **Costs**

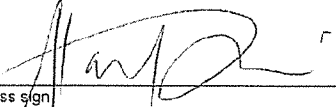
- 5.1 Each party shall bear their own costs associated with the preparation and execution of this Deed.

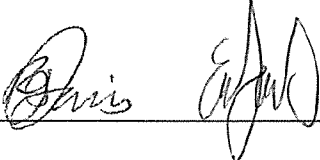
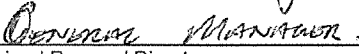
6. **Governing Law**

- 6.1 This Agreement shall be construed according to and governed by New Zealand law.

Executed as a deed

Signed by **Start Food-Tech NZ Limited**  
as Assignor in the presence of:

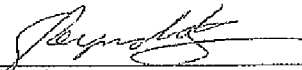
  
\_\_\_\_\_  
Witness sign  
Alana Davis  
\_\_\_\_\_  
Print name  
Accounts Payable  
\_\_\_\_\_  
Occupation  
42 Brassey Road, Wanganui  
\_\_\_\_\_  
Address

  
\_\_\_\_\_  
Director  
  
\_\_\_\_\_  
Authorised Person / Director

Signed by D M Dunningham Limited as  
Assignee in the presence of:

  
Director

Kathryn June Fletcher  
Authorised Person / Director

  
Witness sign

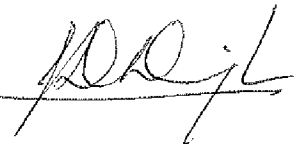
Scott John Reynolds  
Print name

CEO  
Occupation

23 Mahoe Ave, Penzance  
Address  
Auckland

Signed by DM Dunningham  
Ltd as Assignee in the  
presence of

Director



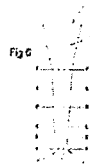
John Dunningham

Mark Ivan Bennett  
Finance Manager  
1 Brookland Place  
Auckland

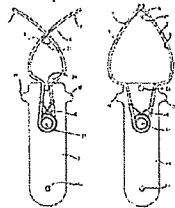
**Schedule**  
**Intellectual Property**

**New Zealand**

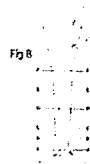
Trade Mark Number	Trademark	Class
812106	Tempus	7 and 8
Patent Number	Patent	Filing date
587005	Knife design	26 July 2010



333598      An improved blade sharpening device      23 December 1998

**Australia**

Trade Mark Number	Trademark	Class
1348708	Tempus	7 and 8
Patent Number	Patent	Filing date
2011284325	Knife design	22 July 2011



**United States**

**Patent Number**

**Patent**

**Filing date**

9956696

Knife design

22 July 2011

