

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7046965

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RPC BRAMLAGE GMBH	09/09/2021
RECEIVING PARTY DATA		
Name:	GIZMO PACKAGING LIMITED	
Street Address:	SUITE 2, FIRST FLOOR	
Internal Address:	MERLIN HOUSE, MOSSLAND ROAD, HILLINGTON PARK	
City:	GLASGOW	
State/Country:	SCOTLAND	
Postal Code:	G52 4XZ	
PROPERTY NUMBERS Total: 5		
	Property Type	Number
	Application Number:	16491626
	Patent Number:	10232998
	Patent Number:	10604313
	Patent Number:	9902538
	Patent Number:	10472142
CORRESPONDENCE DATA		
Fax Number:	(516)365-9805	
<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:	516-365-9802	
Email:	lrichter@collardroe.com	
Correspondent Name:	ELIZABETH C. RICHTER, ESQ.	
Address Line 1:	1077 NORTHERN BOULEVARD	
Address Line 4:	ROSLYN, NEW YORK 11576	
ATTORNEY DOCKET NUMBER:	033609	
NAME OF SUBMITTER:	ELIZABETH C. RICHTER	
SIGNATURE:	/ELIZABETH C. RICHTER/	
DATE SIGNED:	11/30/2021	
Total Attachments: 15		

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DATED

6th September 2021

PATENT TRANSFER AGREEMENT

between

RAC
BERRY BRANLAGE GMBH

and

GIZMO PACKAGING LIMITED

[Signature] 27/09/21

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SCHEDULE

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This agreement is dated 6th September 2021

Parties

- R/C*
- (1) **Berry Bramlage GmbH** incorporated and registered in Germany whose principal place of business is at Braegeler Strasse 70, 49393 Lohne, Germany (**Berry**)
- (2) **Gizmo Packaging Limited** incorporated and registered in Scotland with company number SC214175 whose registered office is at SUITE 2, FIRST FLOOR, Merlin House, Mossland Road, Hillington Park, Glasgow, G52 4XZ (**Gizmo**)
- 09/09/21*

BACKGROUND

- (A) Berry is the proprietor of the Patents (as defined below).
- (B) Berry has agreed to assign the Patents to Gizmo on the terms set out in this agreement.

Agreed terms

1. Interpretation

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

1.1 Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in Germany, when banks in Frankfurt are open for business.

Patents: the patents and applications for patents, short particulars of which are set out in Schedule

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 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.

1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 A reference to writing or written includes email.

- 1.7 Where any statement is qualified by the expression so far as Berry is aware (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.8 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, phrase or term preceding those terms.
- 1.9 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
2. Assignment

Berry hereby assigns to Gizmo, absolutely, all its right, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents taking the provisions of clause 4.4 into account, including:

- (a) in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- (b) the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications.
- (c) the absolute entitlement to any patents granted pursuant to any of the applications filed as aforesaid;
- (d) 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 Patents or any patents granted on any of the applications filed as aforesaid, whether occurring before on or after the date of this agreement; and
- (e) the right not to maintain all or any of the Patents in force or any applications therefor in any jurisdiction and/or to allow any of them to lapse.

3. Warranties

3.1 Berry warrants that:

- (a) it is the sole legal and beneficial owner of the Patents and it is properly registered as the applicant or proprietor thereof;

- (b) so far as it is aware, all previous assignments of the Patents are valid and were registered within applicable time limits.
- 3.2 Gizmo warrants and undertakes that notwithstanding the assignment of the Patents referred to in clause 2 hereof, Berry is hereby licensed to manufacture and supply products which are protected by the assigned Patents to any party licensed by Gizmo to sell such products.
4. Further assurance
- 4.1 Berry shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and perform such acts as may be reasonably required for the purpose of giving full effect to this agreement, including:
- (a) entering into any patent assignments in the form detailed in Schedule 2 adjusted by Gizmo as reasonably required for the country or territory of registration or application of the relevant Patent considered by Gizmo to be necessary or desirable to enable Gizmo to become the registered proprietor of the Patents.
 - (b) registration of Gizmo as applicant for, or proprietor of, the Patents;
 - (c) reasonable assisting Gizmo, at Gizmo's cost, in obtaining, defending and enforcing the Patents, and assisting with any other proceedings which may be brought by or against Gizmo against or by any third party relating to the rights assigned by this agreement;
 - (d) executing such documents and giving such instructions as are required to give effect to clause 4.3 hereof.
- 4.2 Berry appoints Gizmo to be its attorney in his name and on its behalf to execute documents, use Berry's name and do all things which are necessary or desirable for Gizmo to obtain for itself or its nominee the full benefit of this agreement, provided solely for the purpose and the duration for completing the transfer of the patents and patent applications.
- 4.3 Berry agrees to facilitate as soon as reasonably practicable after the date of this agreement the recordal of Gizmo's nominated patent attorney as the agent of record in respect of the Patents and/or ensure that Berry's existing agent is made aware of the transfer of the Patents and agrees to communicate and correspond with Gizmo's nominated patent attorney on all matters connected to the Patents. Without prejudice to the foregoing generality, Berry agrees that Murgitroyd & Company Limited may act as representative for all the Patents. Berry further agrees to have its main patent agent prepare a schedule of cases, indicating who the local agent is for each case and indicating any current deadlines.
- 4.4 License Back. Gizmo agrees to grant and hereby grants to Berry Bramlage a non-exclusive, world-wide, fully paid-up, non-transferable (except to a wholly-owned subsidiary) license to practice under the transferred Patents and patent applications to make, have made on its behalf, use and sell Products.

5. Waiver

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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

6. Entire agreement

6.1 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.

6.2 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.

7. Variation

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

8. Severance

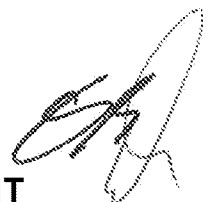
If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

9. Counterparts

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. Transmission of an the executed signature page of a counterpart of this agreement by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each party has executed at least one counterpart.

10. Notices

10.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:



- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email

In the case of Berry to: potting.v@rpc-bramlage.de, deters.u@rpc-bramlage.de


In the case of Gizmo to: lordan@rocep.com, bdf@rocep.com, cjm@wjm.co.uk

10.2 Any notice or communication shall be deemed to have been received:

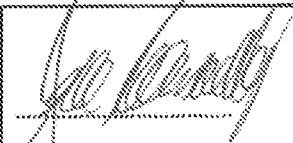
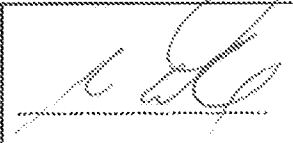
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- (b) if sent by pre-paid first-class registered or recorded post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this *clause 10.2(c)*, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

10.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

This document has been takes effect on the date stated at the beginning of it.

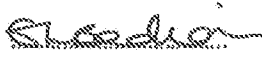
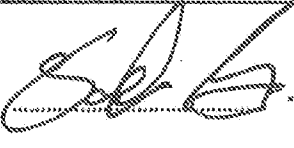
Signed for and on behalf of  Berry Bramlage GmbH

24/05/09

	
<p>Signature of Witness</p>	<p>Director/Authorised Signatory, for and on behalf of Berry Bramlage GmbH</p>
<p><i>Volker Barendse</i></p>	<p><i>19th of September 2021</i></p>
<p>Full Name of Witness</p>	<p>Date</p>
<p><i>Wiedeholderweg 6 49443 Dinklage, Germany</i></p>	
<p>Address of Witness</p>	

Signed for and on behalf of Gizmo Packaging Limited



	
Signature of Witness	Director, for and on behalf of Gizmo Packaging Limited
EMMA SADIAM	8/9/21
Full Name of Witness	Date
1/1 12 GAIL STREET GLASGOW, G12 8RQ	
Address of Witness	

Schedule 1 Patents

Internal Ref	Und	Calchword	Application Nor.
28533N2DE	DE	Verschlussvorrichtung mit Folienverbindung für Kunststoffflaschen	102014113202.5
28534N4PCT/KR	KR	Verschlussvorrichtung mit Folienverbindung für Glasflaschen	10-2016-7034140
28534N4PCT/RU	RU	Verschlussvorrichtung mit Folienverbindung für Glasflaschen	2016146600
28534N4PCT/ZA	ZA	Verschlussvorrichtung mit Folienverbindung für Glasflaschen	2017/00736
28534N4T1PCT/US	US	Verschlussvorrichtung mit Folienverbindung für Glasflaschen (Verschweißung)	15/855,476
28534T1N4PCT/ZA	KR	Verschlussvorrichtung mit Folienverbindung für Glasflaschen (angeschweißte Kammer)	2017/07353
28535N3DE	DE	Verschlussvorrichtung mit gegenläufigen Gewinden	102014113391.9
28535N4EP/DE	DE	Verschlussvorrichtung mit gegenläufigen Gewinden	15725513.4
28535N4EP/FR	FR	Verschlussvorrichtung mit gegenläufigen Gewinden	15725513.4
28535N4EP/GB	GB	Verschlussvorrichtung mit gegenläufigen Gewinden	15725513.4
28535N4PCT/CA	CA	Verschlussvorrichtung mit gegenläufigen Gewinden	2,958,102
28535N4PCT/CN	CN	Verschlussvorrichtung mit gegenläufigen Gewinden	20158027192.8
28535N4PCT/EP	EP	Verschlussvorrichtung mit gegenläufigen Gewinden	15725513.4
28535N4PCT/JP	JP	Verschlussvorrichtung mit gegenläufigen Gewinden	2016-566229
28535N4PCT/KR	KR	Verschlussvorrichtung mit gegenläufigen Gewinden	10-2016-7034222
28535N4PCT/RU	RU	Verschlussvorrichtung mit gegenläufigen Gewinden	2016147685
28535N4PCT/US	US	Verschlussvorrichtung mit gegenläufigen Gewinden	15/309,040
28535N4PCT/ZA	ZA	Verschlussvorrichtung mit gegenläufigen Gewinden	2017/00735
28549DE	DE	Verschlussvorrichtung mit angespritztem Ring	102014107550.1
28549N1PCT/CA	CA	Verschlussvorrichtung mit angespritztem Ring	2,954,778
28549N1PCT/CN	CN	Verschlussvorrichtung mit angespritztem Ring	201580022623.1
28549N1PCT/EP	EP	Verschlussvorrichtung mit angespritztem Ring	15725514.2
28549N1PCT/JP	JP	Verschlussvorrichtung mit angespritztem Ring	2016-566221
28549N1PCT/KR	KR	Verschlussvorrichtung mit angespritztem Ring	10-2016-7034327
28549N1PCT/RU	RU	Verschlussvorrichtung mit angespritztem Ring	2016143342
28549N1PCT/US	US	Verschlussvorrichtung mit angespritztem Ring	15/307,522
28549N1PCT/ZA	ZA	Verschlussvorrichtung mit angespritztem Ring	2017/00781
28793T1N1PCT/EP	EP	vergrößerter Tank/ 2K-Spike (horizontale Teilung)	18156717.3
28793T2N1PCT/EP	EP	vergrößerter Tank/ 2K-Spike (2K-Verschlussmittel)	18156725.6
28819DE	DE	Tank mit angeformtem Ventilstößel	10 2015 118 053.7
28819EP/DE	DE	Tank mit angeformtem Ventilstößel	16781092.8
28819EP/FR	FR	Tank mit angeformtem Ventilstößel	16781092.8
28819EP/GB	GB	Tank mit angeformtem Ventilstößel	16781092.8

28819EP/IT	IT	Tank mit angeformtem Ventilstöpsel	16781092.8
28819PCT/BR	BR	Tank mit angeformtem Ventilstöpsel	BR112018007953-7
28819PCT/CA	CA	Tank mit angeformtem Ventilstöpsel	3,002,293
28819PCT/CN	CN	Tank mit angeformtem Ventilstöpsel	201680061524.9
28819PCT/EP	EP	Tank mit angeformtem Ventilstöpsel	16781092.8
28819PCT/JP	JP	Tank mit angeformtem Ventilstöpsel	2018-520095
28819PCT/KR	KR	Tank mit angeformtem Ventilstöpsel	10-2018-7014420
28819PCT/US	US	Tank mit angeformtem Ventilstöpsel	15/769,518
29386N1DE	DE	firing by turning only	10 2018 105 321.5
29386N1PCT	WO	firing by turning only	PCT/EP2018/055747
29386N1PCT/BR	BR	firing by turning only	BR112019015110-9
29386N1PCT/CA	CA	firing by turning only	3,053,692
29386N1PCT/CN	CN	firing by turning only	201880016931.7
29386N1PCT/EP	EP	firing by turning only	18714710.3
29386N1PCT/JP	JP	firing by turning only	2019-548982
29386N1PCT/US	US	firing by turning only	16/491,626
29386N1PCT/ZA	ZA	firing by turning only	2019/05654
29765DE	DE	Kammer mit schrägem Boden und Randablauf	10 2018 105 323.1
29765PCT	WO	Kammer mit schrägem Boden und Randablauf	PCT/EP2019/055798

Schedule 2 Form of Patent Assignment

This deed is dated [DATE]

PARTIES

(1) ~~Berry Bramlage GmbH~~ incorporated and registered in Germany whose principal place of business is at Braegeler Strasse 70, 49393 Lohne, Germany (Assignor)

21/09/05

(2) Gizmo Packaging Limited incorporated and registered in Scotland with company number SC214175 whose registered office is at SUITE 2, FIRST FLOOR, Merlin House Mossland Road, Hillington Park, Glasgow, G52 4XZ (Assignee)

(A) The Assignor is the proprietor of [or applicant for] the Patent (as defined below)

(B) By the Main Agreement (as defined below) the Assignor has agreed to assign the Patent to the Assignee on the terms set out in this agreement.

Agreed terms

1. Interpretation

1.1 Words and expressions defined in the Main Agreement shall have the same meaning herein.

1.2 "Main Agreement" means the Patent Transfer Agreement between the Assignor and the Assignee dated 6th September 2021.

1.3 The Schedule forms 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 Schedule.

2. Assignment

Pursuant to and for the consideration set out in the Main Agreement, the Assignor hereby assigns to the Assignee, absolutely with full title guarantee, all its right, title and interest in and to the Patent.

3. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

This document has been executed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE

Patent

Publication no

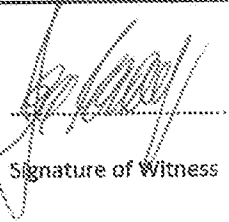
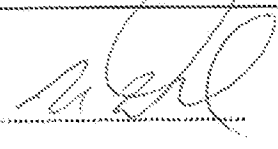
Application no

Date filed

Date granted

Title

RPC 21/09/01
Signed for and on behalf of Berry Bramlage GmbH

 Signature of Witness	 Director/Authorised Signatory, for and on behalf of Berry Bramlage GmbH
<u>Jan Barndt</u> Full Name of Witness	<u>01th of September 2001</u> Date
<u>Waldsiedeweg 6</u> <u>49413 Dr. Mager, Germany</u> Address of Witness	

Signed for and on behalf of Gizmo Packaging Limited

<p>Signature of Witness</p>	<p>Director, for and on behalf of Gizmo Packaging Limited</p>
<p>Full Name of Witness</p>	<p>Date</p>
<p>Address of Witness</p>	