

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT7050977

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LIDL HONG KONG LIMITED	02/28/2021
RECEIVING PARTY DATA		
Name:	LIDL ASIA PTE. LIMITED	
Street Address:	9 STRAITS VIEW, #16-09 MARINA ONE WEST TOWER	
City:	SINGAPORE	
State/Country:	SINGAPORE	
Postal Code:	018937	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29589977
CORRESPONDENCE DATA		
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<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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ATTORNEY DOCKET NUMBER:	LET1-D.003-JGC	
NAME OF SUBMITTER:	JOSEPH G. CHU	
SIGNATURE:	/Joseph G. Chu/	
DATE SIGNED:	12/01/2021	
Total Attachments: 12		
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**PATENT, PATENT APPLICATION, DESIGN APPLICATION, DESIGN REGISTRATION,
DESIGN PATENT AND COPYRIGHT REGISTRATION CONFIRMATORY ASSIGNMENT
AGREEMENT**

THIS PATENT, PATENT APPLICATION, DESIGN APPLICATION, DESIGN REGISTRATION, DESIGN PATENT AND COPYRIGHT REGISTRATION ASSIGNMENT AGREEMENT this "Agreement") is dated 28 February 2021 (the "Effective Date") and made

BETWEEN

- (1) **LIDL HONG KONG LIMITED**, a company incorporated in Hong Kong, whose registered office is located at Level 25, International Commerce Centre 1, Austin Road West, Kowloon, Hong Kong (the "Assignor"); and
- (2) **LIDL ASIA PTE. LIMITED**, a company incorporated in Singapore, whose registered office is located at 9 Straits View, #16-09 Marina One West Tower, Singapore (the "Assignee"),

each a "Party", and together the "Parties", to this Agreement.

BACKGROUND

- (A) The Assignor is the: (i) legal and beneficial owner of the Patents, Patent Applications, Design Applications, Design Registrations, Design Patents and Copyright Registrations; and (ii) registered proprietor and/or beneficial owner of the Patents, Patent Applications, Design Applications, Design Registrations, Design Patents and Copyright Registrations.
- (B) The Assignor has full rights, title and interest in and to the Patents, Patent Applications, Design Applications, Design Registrations, Design Patents and Copyright Registrations..
- (C) The Assignor has agreed to assign to the Assignee: (i) any and all rights, title and interest in and to the Patents, Patent Applications, Design Applications, Design Registrations, Design Patents and Copyright Registrations. and (ii) any and all rights, title and interest in and to the Patents, Patent Applications, Design Applications, Design Registrations, Design Patents and Copyright Registrations, (including the right to claim priority from the Priority Applications), upon the terms and conditions of this Agreement.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Patents" and "Patent Applications" means the international PCT and national patent applications as set out in **Schedule A**.

"Design Applications", "Design Registrations" and "Design Patents" means the design applications, design registrations and design patents as set out in **Schedule B**.

"Copyright Registrations" means the copyright registrations as set out in **Schedule C**.

1.2 Construction

In this Agreement, where the context admits:

- (A) references to "this Agreement" are references to this agreement and such other agreement or document duly executed by the Parties as may amend, vary, supplement, modify or novate this Agreement from time to time;
- (B) references to "Clauses" and "Schedules" in this Agreement are references to the clauses and schedules of and to this Agreement, and each Schedule shall have effect as if set out in this Agreement;
- (C) the headings and sub-headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement;
- (D) the singular includes the plural and vice versa, references to the masculine, feminine and the neuter shall include all such genders, and words denoting persons shall include natural persons, bodies corporate, unincorporated associations and partnerships;
- (E) references to any Party includes its successors and permitted assigns;
- (F) references to "including", "includes" and "in particular" are illustrative, and none of them shall limit the sense of the words preceding it and each of them shall be deemed to incorporate the expression "without limitation"; and
- (G) references to "in writing" includes typewriting, printing, lithography, photography, email messages, and other modes of reproducing words in a legible and non-transitory form.

2. ASSIGNMENT

2.1 The Assignor hereby irrevocably assigns to the Assignee, with full title guarantee and free from any Encumbrance, all rights, title and interest in and to the Patents, Patent Applications, Design Applications, Design Registrations, Design Patents and Copyright Registrations to the fullest extent permitted by law, as part of an asset transfer agreement of 28 February 2021, which included good and valuable consideration in respect of said Patents, Patent Applications, Design Applications, Design Registrations, Design Patents and Copyright Registrations, the receipt of which is hereby acknowledged by the Assignor, including:

- (A) the full right to apply for and obtain patents, or other similar forms of protection, in respect of the Patents, Patent Applications, Design Applications, Design Registrations, Design Patents and Copyright Registrations throughout the world, including the non-exhaustive list of applications set out in **Schedule D**, to the intent that the grant of any patents or other similar forms of protection shall be in the name of, and vest in, the Assignee;
- (B) all rights in, and arising out of, the Patents, Patent Applications, Design Applications, Design Registrations, Design Patents and Copyright Registrations to the intent that the grant of any patents from the Applications shall be in the name of, and vest in, the Assignee;

- (C) all rights, powers, privileges and immunities conferred on the Assignor in respect of the Patents, Patent Applications, Design Applications, Design Registrations, Design Patents and Copyright Registrations or by, or resulting from, the Patents, Patent Applications, Design Applications, Design Registrations, Design Patents and Copyright Registrations;
- (D) the right to claim priority (including under the Paris Convention or under World Trade Organization agreements) to the intent that the grant of any Patents, Patent Applications, Design Applications, Design Registrations, Design Patents and Copyright Registrations or other similar forms of protection shall be in the name of, and vest in, the Assignee;
- (E) the right to bring, make, oppose, defend and/or appeal any 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 the Patents, Patent Applications, Design Applications, Design Registrations, Design Patents and Copyright Registrations; and
- (F) all rights to any continuation applications, continuation in part application, divisional applications, extension applications, re-registration re-issues, re-examinations, renewals or restorations of any and all patents granted from the Applications as recited in **Schedule D**.

2.2 The Assignor shall, do all such things as may be required by the Assignee in order to:

- (A) perfect or confirm the Assignee's rights, title and interest in and to the Patents, Patent Applications, Design Applications, Design Registrations, Design Patents and Copyright Registrations, including to execute, sign and do all such instruments, applications, documents, acts and things as shall be necessary or desirable for:
 - (i) perfecting, assuring and registering the Assignee's title to the Patents, Patent Applications, Design Applications, Design Registrations, Design Patents and Copyright Registrations; and
 - (ii) evidencing the assignment of the rights hereunder to, and securing the vesting of such rights in, the Assignee; and
- (B) give the Assignee the full benefit of this Agreement.

3. REPRESENTATIONS AND WARRANTIES

3.1 The Assignor represents and warrants that:

- (A) it has the right to enter into this Agreement, for the assignment and transfer all rights, title and interest in and to the Patents, Patent Applications, Design Applications, Design Registrations, Design Patents and Copyright Registrations; and
- (B) it is the sole legal and beneficial owner of, and owns all rights and interests in and to, the Patents, Patent Applications, Design Applications, Design Registrations, Design Patents and Copyright Registrations. (including the full right to claim priority from the Priority Applications) assigned under this Agreement.

4. MISCELLANEOUS

4.1 Entire agreement and variation

(A) This Agreement, together with any documents referred to in it, constitutes the entire agreement between the Parties relating to its subject matter and supersedes and extinguishes any previous drafts, agreements, promises, assurances, representations, warranties, undertakings, understandings and arrangements between them of any nature, whether written or oral, relating to such subject matter.

(B) No variation of this Agreement shall be effective unless made in writing and signed by all of the Parties.

4.2 Assignment

(A) This Agreement is binding on the Parties and their respective successors, administrators or other legal representatives or permitted assigns.

(B) No Party (except for the Assignee) shall assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.

4.3 Costs

Except as expressly provided for in this Agreement, each Party shall pay its own costs incurred in connection with the negotiation, preparation and execution of this Agreement.

4.4 Severance

If any provision or part-provision of this Agreement shall be held to be illegal, invalid or unenforceable under the laws of any jurisdiction, it shall be deemed modified to the minimum extent necessary to make it legal, valid and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

4.5 No Partnership or agency

Nothing in this Agreement may be taken to constitute a partnership or agency relationship between the Parties and neither of the Parties has any authority to bind the other Party in any way.

4.6 Counterparts

This Agreement may be executed in counterpart, and when all such counterparts have been executed and delivered, each will constitute one and the same document.

4.7 Governing law and jurisdiction

This Agreement and any disputes or claims arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of Hong Kong.

[SIGNATURE PAGE FOLLOWS]

SCHEDULE A

Patents and Patent Applications

COUNTRY	TITLE	OFFICIAL APPLICATION NO.
China	Apparel Fabric Manufacturing Process, System and Product thereof	201711123595.X
Hong Kong	Apparel Fabric Manufacturing Process, System and Product thereof	18114161.4
China	Apparel Fabric Manufacturing Process, System and Product thereof	201721520782.7
Germany	Apparel Fabric Manufacturing Process, System and Product thereof	202017106911.7
Hong Kong	Apparel Fabric Manufacturing Process, System and Product thereof	17110345.2
United States	Apparel Fabric Manufacturing Process, System and Product thereof	16/349,971
Europe	Apparel Fabric Manufacturing Process, System and Product thereof	16921142.2

COUNTRY	TITLE	OFFICIAL APPLICATION NO.
Germany	Women's Garment	102016107774.7
Europe	Women's Garment	17716211.2
United States	Women's Garment	16/096,278
Australia	Women's Garment	2017256430
Hong Kong	Women's Garment	19123910.2
Singapore	Women's Garment	11201809433P
China	Women's Garment	201780039119.1
Cambodia	Women's Garment	KH.P.2018.00046
Indonesia	Women's Garment	P00201809581
Vietnam	Women's Garment	1-2018-04786
Sri Lanka	Women's Garment	20200
Morocco	Women's Garment	17716211.2
The Republic of Moldova	Women's Garment	17716211.2
Tunisia	Women's Garment	17716211.2

SCHEDULE B**Design Applications, Design Registrations and Design Patents**

COUNTRY	TITLE	OFFICIAL APPLICATION NO.
Hong Kong	Foodstuff Dispenser	1601970.5
Hong Kong	Battery Pack 1	1702543.2M001
Hong Kong	Battery Pack 2	1702543.2M002
Hong Kong	Chain Sharpener	1701075.8M002
Hong Kong	Cordless Angle Grinder	1702544.4
Hong Kong	Cordless Circular Saw	1702542.0M002
Hong Kong	Cordless Cutting Tool	1702542.0M003
Hong Kong	Cordless Saw	1702542.0M001
Hong Kong	Cordless screwdriver or drill	1702348.8
Hong Kong	Cordless Stapler	1701325.9
Hong Kong	Engraver	1701076.0
Hong Kong	Sharpener for Drill Bits	1701075.8M001

COUNTRY	TITLE	OFFICIAL APPLICATION NO.
China	Sharpener for Drill Bits	201730604563.6
China	Cordless Angle Grinder	201830063266.X
China	Cordless Cutting Tool	201830063183.0
China	Cordless Saw	201830063268.9
China	Cordless screwdriver or drill	201830063193.4

COUNTRY	TITLE	OFFICIAL APPLICATION NO.
United States	Pestle	29/589,977

COUNTRY	TITLE	OFFICIAL APPLICATION NO.
Europe	Food preparation tools	003308196-0001
Europe	Food preparation tools	003308196-0002

Europe	Food preparation tools	003308196-0003
Europe	Food preparation tools	003308196-0004
Europe	Food preparation tools	003322379-0001
Europe	Foodstuff Dispenser	003428234-0001
Europe	Chain Sharpener	004529097-0002
Europe	Sharpener for Drill Bits	004529097-0001
Europe	Battery Pack	005300704-0001
Europe	Battery Pack	005300704-0002
Europe	Cordless Angle Grinder	005301157-0001
Europe	Cordless Circular Saw	005301322-0002
Europe	Cordless Cutting Tool	005301322-0003
Europe	Cordless Saw	005301322-0001
Europe	Cordless screwdriver or drill	005287281-0001
Europe	Cordless Stapler	004594778-0001
Europe	Tool cases	005319910-0001
Europe	Tool cases	005319910-0002
Europe	Tool cases	005319928-0001
Europe	Tool cases	005319928-0002
Europe	Toy Car Vehicle	007723697-0001
Europe	Toy Car Vehicle	007723697-0002
Europe	Toy Car Vehicle	007723697-0003

COUNTRY	TITLE	OFFICIAL APPLICATION NO.
United Kingdom	Food preparation tools	003308196-0001
United Kingdom	Food preparation tools	003308196-0002
United Kingdom	Food preparation tools	003308196-0003
United Kingdom	Food preparation tools	003308196-0004
United Kingdom	Food preparation tools	003322379-0001
United Kingdom	Foodstuff Dispenser	003428234-0001






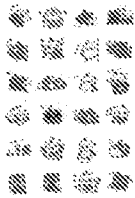
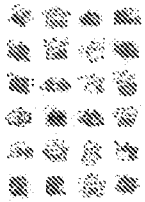


United Kingdom	Chain Sharpener	004529097-0002
United Kingdom	Sharpener for Drill Bits	004529097-0001
United Kingdom	Battery Pack	005300704-0001
United Kingdom	Battery Pack	005300704-0002
United Kingdom	Cordless Angle Grinder	005301157-0001
United Kingdom	Cordless Circular Saw	005301322-0002
United Kingdom	Cordless Cutting Tool	005301322-0003
United Kingdom	Cordless Saw	005301322-0001
United Kingdom	Cordless screwdriver or drill	005287281-0001
United Kingdom	Cordless Stapler	004594778-0001
United Kingdom	Tool cases	005319910-0001
United Kingdom	Tool cases	005319910-0002
United Kingdom	Tool cases	005319928-0001
United Kingdom	Tool cases	005319928-0002
United Kingdom	Toy Car Vehicle	007723697-0001
United Kingdom	Toy Car Vehicle	007723697-0002
United Kingdom	Toy Car Vehicle	007723697-0003



SCHEDULE C

Copyright Registrations

COUNTRY	ILLUSTRATION	TITLE	OFFICIAL APPLICATION NO.
China		Mascot Design - Big brother	2017Z11L314820
China		Mascot Design - Cousin	2017Z11L314777
China		Mascot Design - Father	2017Z11L172502
China		Mascot Design - Little sister	2017Z11L314888
China		Mascot Design - Mother	2017Z11L314978
China		24 Moving Mascot Emojis (Animated)	2018Z00L152119
China		24 Still Mascot Emojis	2018Z11L152057

SCHEDULE D


Non-exhaustive list of applications

First-Filing Priority Patent Applications
Basic Patent Applications
Provisional Patent Applications
Non-Provisional Patent Applications
International PCT Patent Applications
PCT National Phase Patent Applications
PCT Regional Phase Patent Applications
Paris Convention National Patent Applications
Paris Convention Regional Patent Applications
Divisional Patent Applications
Continuation Patent Applications
Continuation-in-Part Patent Applications
Patents of Addition
Improvement Patent Applications
Re-Registration Patent Applications
Re-Recordal Patent Applications
Utility Model Patent Applications
Design Patent Applications
Design Applications
Paris Convention National Design Applications
Paris Convention Regional Design Applications
Divisional Design Patent Applications
Continuation Design Patent Applications
Continuation-in-Part Design Patent Applications

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

SIGNED for and on behalf of
LIDL HONG KONG LIMITED

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Signed: 

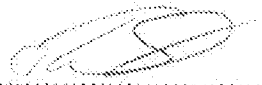
Name (Print): Stefan Erhart

Position: Director

6mo
Maria Gu

SIGNED for and on behalf of
LIDL ASIA PTE. LIMITED

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Signed: 

Name (Print): Stefan Erhart

Position: Director

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Maria Gu

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]