

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7235341

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRIAN PEARSON	03/16/2022
ANDRE TOMBUELT	03/16/2022
RECEIVING PARTY DATA	
Name:	TNA AUSTRALIA PTY LIMITED
Street Address:	24 CARTER STREET
City:	LIDCOMBE, NEW SOUTH WALES
State/Country:	AUSTRALIA
Postal Code:	2141
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16899014
CORRESPONDENCE DATA	
Fax Number:	(404)815-6555
<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:	(404) 815-6500
Email:	wchinn@kilpatricktownsend.com
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 1:	1100 PEACHTREE STREET NE, SUITE 2800
Address Line 2:	BABAK KUSHA
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	108341-002400US-1273063
NAME OF SUBMITTER:	BABAK KUSHA
SIGNATURE:	/Babak Kusha/
DATE SIGNED:	03/21/2022
Total Attachments: 16	
source=LMW_IP_108341_002400US_1273063_Assignment#page1.tif	
source=LMW_IP_108341_002400US_1273063_Assignment#page2.tif	
source=LMW_IP_108341_002400US_1273063_Assignment#page3.tif	
source=LMW_IP_108341_002400US_1273063_Assignment#page4.tif	

source=LMW_IP_108341_002400US_1273063_Assignment#page5.tif
source=LMW_IP_108341_002400US_1273063_Assignment#page6.tif
source=LMW_IP_108341_002400US_1273063_Assignment#page7.tif
source=LMW_IP_108341_002400US_1273063_Assignment#page8.tif
source=LMW_IP_108341_002400US_1273063_Assignment#page9.tif
source=LMW_IP_108341_002400US_1273063_Assignment#page10.tif
source=LMW_IP_108341_002400US_1273063_Assignment#page11.tif
source=LMW_IP_108341_002400US_1273063_Assignment#page12.tif
source=LMW_IP_108341_002400US_1273063_Assignment#page13.tif
source=LMW_IP_108341_002400US_1273063_Assignment#page14.tif
source=LMW_IP_108341_002400US_1273063_Assignment#page15.tif
source=LMW_IP_108341_002400US_1273063_Assignment#page16.tif

ASSIGNMENT
(Patent Application)

We [I], the undersigned, have invented certain inventions and improvements disclosed in a utility (provisional or non-provisional) or design patent application entitled

“AN ASSEMBLY FOR FORMING BAGS,”

filed with the U.S. Patent & Trademark Office on June 11, 2020.


and assigned U.S. Application No. 16/899,014.


For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which we [I] acknowledge, we [I]:

- I. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to TNA Australia Pty Limited, an Australian company, ACN 002 937 859, having a principal place of business at 24 Carter Street, Lidcombe, New South Wales 2141, Australia (“Assignee”), the entire right, title, and interest in and to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
 - (b) the above-referenced patent application, and all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
 - (c) the right to claim priority to the above-referenced patent application, and any and all applications referenced in subsection (b); and
 - (d) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

- (e) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us [me], as well as our [my] heirs, legal representatives, and assigns.
 5. Promise and affirm that we [I] have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.
 6. Authorize Kilpatrick Townsend & Stockton to insert above the application number and filing date of the above-described patent application when known.

Signed on the dates indicated beside our [my] signatures [signature].

Signature:  Date: 16/03/2022
Brian Pearson

Signature:  Date: 16/03/2022
**Andre Tombuelt (by Alfred Taylor –
officer of TNA Australia Pty Ltd)**

DEED OF ASSIGNMENT AND CONFIRMATION

THIS DEED made the 18th day of July 2019

PARTIES **Brian Pearson**, of c/o TNA Australia Pty Limited, 24 Carter Street,
Lidcombe NSW 2141, Australia;
("Employee")

AND **TNA Australia Pty Limited**, ABN 38 002 937 859, of 24 Carter Street,
Lidcombe NSW 2141, Australia
("Employer")

RECITALS

- A. The Employee is a true inventor of an invention relating to the packaging industry that employs vertical fill and form packaging machines that produce snack bags titled "An Assembly for forming bags", with attorney docket number P0007259AU ("**Invention**"), shortly to be the subject of a provisional patent application of the same title.
- B. At all material times during the creation of the Invention, the Employee was employed by the Employer and ownership of all Intellectual Property in or related to the Invention created or developed by the Employee belongs to the Employer.
- C. To the extent necessary, this deed gives effect to or confirms the assignment of the Invention and the Assigned IP from the Employee to the Employer.

WITNESSES

1. DEFINITION

Assigned IP means all Intellectual Property in the Invention, the Patent Rights and all Intellectual Property in the Technical Information.

Intellectual Property means all means statutory and other proprietary rights in respect of copyright and neighbouring rights; all rights in relation to inventions, patents, utility models, plant varieties, registered and unregistered trade marks, registered and unregistered designs, circuit layouts and rights to require information be kept confidential, but does not include moral rights that are not transferable.

Patent Rights means:

- (a) any patent applications to be filed in respect of any aspect of the Invention anywhere in the world;
- (b) all patent applications that are based on, or claim priority from, or are divided from or are continuations of, or are additions to the patent applications described in paragraph (a); and
- (c) all patents which may be granted pursuant to any of the patent applications referred to in paragraphs (a) and (b).

Technical Information means information, including drawings, specifications, designs, test results, and other technical information or data relating to the Invention or the Assigned IP, and any material form in which the above materials or information are contained or embodied, or from which they can be reproduced.

2. CONFIRMATION OF ASSIGNMENT

The Employee confirms the assignment to the Employer of his entire right, title and interest in the Invention and the Assigned IP, with effect on and from the creation of the Invention and the Assigned IP (as applicable).

3. ASSIGNMENT

To the extent, if any, that any right, title or interest in the Invention or the Assigned IP of the Employee was not validly assigned to the Employer, in consideration for the sum of A\$1.00 and other good and valuable consideration (receipt and sufficiency of which are hereby acknowledged by the Employee), the Employee hereby assigns to the Employer his entire right, title and interest in the Invention and the Assigned IP, with effect on and from the creation of the Invention and the Assigned IP (as applicable), including without limitation:

- (a) the right to apply for any form of protection, including patent or other applications for or in relation to the Invention or the Assigned IP anywhere in the world;
- (b) the right to claim priority from any patent or other applications or registrations within the Assigned IP;
- (c) the right to use or commercially exploit the Invention and the Assigned IP;
- (d) the right to sue for damages and all other remedies in respect of any infringement of the Invention or the Assigned IP which may have occurred before the date of this deed; and
- (e) the rights to otherwise fully and entirely stand in the place of the Employee in all matters related to any foregoing.

To the extent (if any) that legal and beneficial ownership of the Invention or the Assigned IP cannot validly vest in the Employer from the creation of the Invention or the Assigned IP (as applicable), such assignment will take effect on and from the date of execution of this deed.

4. WARRANTY

The Employee warrants that he is the first and true inventor of the Invention and no part of any work by him in the course of creating the Invention or the Assigned IP was undertaken for the purposes of his employment or engagement by a party other than the Employer.

5. AUTHORITY

The Employee authorises the Employer, or a successor in title of the Employer, to file and prosecute an application for patent or other protection for the Invention or the Assigned IP in the name of the Employee if such an application is required by the laws of any country. The Employee agrees and acknowledges that any applications filed in the name of the Employee in relation to the Invention or the Assigned IP are solely for the benefit of the Employer; and the Employee acquires no right, title or interest in or to such applications.

6. FURTHER ASSURANCE

The Employee agrees, upon the request of the Employer:

- (a) undertakes to do all acts and to execute and deliver all documents necessary for further assuring the right, title and interest of the Employer in and to the Invention and the Assigned IP;
- (b) (to the extent legally and practically possible) to execute documents and give evidence required for the prosecution of applications within the Patent Rights, the defence of oppositions to such applications, the enforcement of Patent Rights and the defence of the validity of Patent Rights; and
- (c) to make available at the expense of the Employer any information, books and records in its possession or control reasonably required for the prosecution of applications within the Patent Rights, the enforcement of Patent Rights and the defence of the validity of Patent Rights.

7. GOVERNING LAW

- 7.1 This deed contains the entire agreement between the parties as to its subject matter. No amendments to this deed will be effective unless it is in writing and signed by all parties.
- 7.2 This deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one document. An executed counterpart may be delivered by facsimile or other electronic means.
- 7.3 If any provision of this deed is unenforceable or invalid for any reason, the relevant provision will be deemed to be modified to the extent necessary to remedy such unenforceability or invalidity or, if this is not possible, then such provision will be severed from this deed, without affecting the enforceability or validity of any other provision of this deed.
- 7.4 The following rules of interpretation apply unless the context requires otherwise.
 - (a) Headings are for convenience only and do not affect interpretation.
 - (b) The singular includes the plural and conversely.
 - (c) A reference to any party to this deed or any other deed or document includes the party's successors and permitted assigns.

- (d) The word 'including' and similar expressions are not words of limitation.
 - (e) This document or any part of it is not to be construed against a party because that party drafted or proposed it.
- 7.5 This deed is governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.

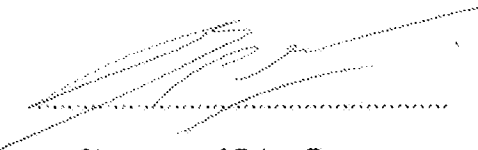
EXECUTED AS A DEED.

SIGNED, SEALED AND DELIVERED)

as a Deed by)

Brian Pearson)

in the presence of:)



Signature of Brian Pearson



Signature of Witness

Date 18/07/2019

PETER CAHOON

Name of Witness

EXECUTED AS A DEED by)

TNA Australia Pty Limited)

in the presence of)

(Common use optional)



Signature of Authorised Person



Signature of Witness

ALFRED TAYLOR

Name of Authorised Person

PETER CAHOON

Name of Witness

Date: 18/07/2019

Date: 18/07/2019

DEED OF ASSIGNMENT AND CONFIRMATION

THIS DEED made the 1st day of July 2019

PARTIES Andre Tombült, of c/o TNA Central Europe GmbH, Keplerweg 13, 48493 Wittringen, Germany;
("Employee")

AND TNA Central Europe GmbH, of Keplerweg 13, 48493 Wittringen, Germany
("Employer")

RECITALS

- A. The Employee is a true inventor of an invention relating to the packaging industry that employs vertical fill and form packaging machines that produce snack bags titled "An Assembly for forming bags", with attorney docket number P0007259AU ("Invention"), shortly to be the subject of a provisional patent application of the same title.
- B. At all material times during the creation of the Invention, the Employee was employed by the Employer and ownership of all Intellectual Property in or related to the Invention created or developed by the Employee belongs to the Employer.
- C. To the extent necessary, this deed gives effect to or confirms the assignment of the Invention and the Assigned IP from the Employee to the Employer.

WITNESSES

1. DEFINITION

Assigned IP means all Intellectual Property in the Invention, the Patent Rights and all Intellectual Property in the Technical Information.

Intellectual Property means all means statutory and other proprietary rights in respect of copyright and neighbouring rights; all rights in relation to inventions, patents, utility models, plant varieties, registered and unregistered trade marks, registered and unregistered designs, circuit layouts and rights to require information be kept confidential, but does not include moral rights that are not transferable.

Patent Rights means:

- (a) any patent applications to be filed in respect of any aspect of the Invention anywhere in the world;
- (b) all patent applications that are based on, or claim priority from, or are divided from or are continuations of, or are additions to the patent applications described in paragraph (a); and
- (c) all patents which may be granted pursuant to any of the patent applications referred to in paragraphs (a) and (b).

Technical Information means information, including drawings, specifications, designs, test results, and other technical information or data relating to the Invention or the Assigned IP, and any material form in which the above materials or information are contained or embodied, or from which they can be reproduced.

2. **CONFIRMATION OF ASSIGNMENT**

The Employee confirms the assignment to the Employer of his entire right, title and interest in the Invention and the Assigned IP, with effect on and from the creation of the Invention and the Assigned IP (as applicable).

3. **ASSIGNMENT**

To the extent, if any, that any right, title or interest in the Invention or the Assigned IP of the Employee was not validly assigned to the Employer, in consideration for the sum of A\$1.00 and other good and valuable consideration (receipt and sufficiency of which are hereby acknowledged by the Employee), the Employee hereby assigns to the Employer his entire right, title and interest in the Invention and the Assigned IP, with effect on and from the creation of the Invention and the Assigned IP (as applicable), including without limitation:

- (a) the right to apply for any form of protection, including patent or other applications for or in relation to the Invention or the Assigned IP anywhere in the world;
- (b) the right to claim priority from any patent or other applications or registrations within the Assigned IP;
- (c) the right to use or commercially exploit the Invention and the Assigned IP;
- (d) the right to sue for damages and all other remedies in respect of any infringement of the Invention or the Assigned IP which may have occurred before the date of this deed; and
- (e) the rights to otherwise fully and entirely stand in the place of the Employee in all matters related to any foregoing.

To the extent (if any) that legal and beneficial ownership of the Invention or the Assigned IP cannot validly vest in the Employer from the creation of the Invention or the Assigned IP (as applicable), such assignment will take effect on and from the date of execution of this deed.

4. **WARRANTY**

The Employee warrants that he is the first and true inventor of the Invention and no part of any work by him in the course of creating the Invention or the Assigned IP was undertaken for the purposes of his employment or engagement by a party other than the Employer.

5. **AUTHORITY**

The Employee authorises the Employer, or a successor in title of the Employer, to file and prosecute an application for patent or other protection for the Invention or the Assigned IP in the name of the Employee if such an application is required by the laws of any country. The Employee agrees and acknowledges that any applications filed in the name of the Employee in relation to the Invention or the Assigned IP are solely for the benefit of the Employer; and the Employee acquires no right, title or interest in or to such applications.

6. **FURTHER ASSURANCE**

The Employee agrees, upon the request of the Employer:

- (a) undertakes to do all acts and to execute and deliver all documents necessary for further assuring the right, title and interest of the Employer in and to the Invention and the Assigned IP;
- (b) (to the extent legally and practically possible) to execute documents and give evidence required for the prosecution of applications within the Patent Rights, the defence of oppositions to such applications, the enforcement of Patent Rights and the defence of the validity of Patent Rights; and
- (c) to make available at the expense of the Employer any information, books and records in its possession or control reasonably required for the prosecution of applications within the Patent Rights, the enforcement of Patent Rights and the defence of the validity of Patent Rights.

7. **GOVERNING LAW**

- 7.1 This deed contains the entire agreement between the parties as to its subject matter. No amendments to this deed will be effective unless it is in writing and signed by all parties.
- 7.2 This deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one document. An executed counterpart may be delivered by facsimile or other electronic means.
- 7.3 If any provision of this deed is unenforceable or invalid for any reason, the relevant provision will be deemed to be modified to the extent necessary to remedy such unenforceability or invalidity or, if this is not possible, then such provision will be severed from this deed, without affecting the enforceability or validity of any other provision of this deed.
- 7.4 The following rules of interpretation apply unless the context requires otherwise.
 - (a) Headings are for convenience only and do not affect interpretation.
 - (b) The singular includes the plural and conversely.
 - (c) A reference to any party to this deed or any other deed or document includes the party's successors and permitted assigns.

- (d) The word 'including' and similar expressions are not words of limitation.
 - (e) This document or any part of it is not to be construed against a party because that party drafted or proposed it.
- 7.5 This deed is governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.

EXECUTED AS A DEED.

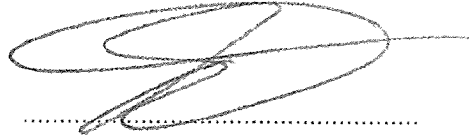
SIGNED, SEALED AND DELIVERED)

as a Deed by)

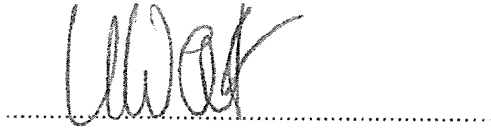
Andre Tombult)

in the presence of:)

Kerstin Watermann



Signature of Andre Tombult



Signature of Witness

Date 01 / 07 / 20 19

KERSTIN WATERMANN

Name of Witness

EXECUTED AS A DEED by)

TNA Central Europe GmbH)

(Common seal optional)

in the presence of)



Signature of Witness

BRIAN PEARSON

Name of Witness



Signature of Authorised Person

ALFRED TAYLOR

Name of Authorised Person

Date: 18 / 07 / 20 19

Date: 18 / 07 / 20 19

DEED OF ASSIGNMENT

THIS DEED made the 18th day of July 2019

PARTIES TNA Central Europe GmbH, of Keplerweg 13, 48493 Wittringen, Germany
("Assignor")

AND TNA Australia Pty Limited, ABN 38 002 937 859, of 24 Carter Street, Lidcombe,
New South Wales, 2141, Australia
("Assignee")

RECITALS

- A. The Assignor is the owner of the Assigned IP.
- B. The Assignor has agreed to assign to the Assignee all the Assignor's right, title and interest in the Assigned IP, and the Assignee has agreed to accept such assignment of the Assigned IP, on the terms and conditions of this deed.

WITNESSES:

1. DEFINITIONS

Assigned IP means all Intellectual Property in the Invention, the Patent Rights and all Intellectual Property in the Technical Information.

Intellectual Property means all means statutory and other proprietary rights in respect of copyright and neighbouring rights; all rights in relation to Inventions, patents, utility models, plant varieties, registered and unregistered trade marks, registered and unregistered designs, circuit layouts and rights to require information be kept confidential, but does not include moral rights that are not transferable.

Invention means an invention relating to the packaging industry that employs vertical fill and form packaging machines that produce snack bags titled "An Assembly for forming bags", with attorney docket number P0007259AU ("Invention"), shortly to be the subject of a provisional patent application of the same title.

Patent Rights means:

- (a) any patent applications to be filed in respect of any aspect of the Invention anywhere in the world;
- (b) all patent applications that are based on, or claim priority from, or are divided from or are continuations of, or are additions to the Invention described in paragraph (a); and
- (c) all patents which may be granted pursuant to any of the patent applications referred to in paragraphs (a) and (b).

Technical Information means information, including drawings, specifications, designs, test results, and other technical information or data relating to the Invention, and any material form in which the above materials or information are contained or embodied, or from which they can be reproduced.

2. ASSIGNMENT

- 2.1 In consideration of the sum of AU\$1.00 and other good and valuable consideration receipt of which is hereby acknowledged by the Assignor, the Assignor assigns to the Assignee all of the Assignor's right, title and interest (legal and beneficial) in and to the Invention and Assigned IP, including without limitation:
- (a) the right to apply for any form of protection in the subject matter of the Assigned IP, including patent or other applications for or in relation to the Invention or the Assigned IP anywhere in the world;
 - (b) the right to claim priority from any patent or other applications or registrations within the Assigned IP;
 - (c) the right to use or commercially exploit the Invention and the Assigned IP;
 - (d) the right to sue for damages and all other remedies in respect of any infringement of the Assigned IP which may have occurred before the date of this deed; and
 - (e) the rights to otherwise fully and entirely stand in the place of the Assignor in all matters related to any foregoing.

3. WARRANTY

- 3.1 Each party warrants that it has the power and authority to enter into and perform its obligations under this deed and the execution of this deed by it has been duly and validly authorised by all necessary corporate action.
- 3.2 The Assignor warrants that:
- (a) it has the right to make the assignment in clause 2 of this deed; and
 - (b) it has not executed, and will not execute any deed, agreement or other document or has not otherwise granted or will grant any right or interest in any person in conflict with this deed.

4. FURTHER ASSURANCE

- 4.1 The Assignor agrees, upon the request of the Assignee, to undertake all acts and to execute and deliver all documents necessary to do all things as may be necessary to best, confirm, perfect and record ownership of all Assigned IP by the Assignee without compensation for the Assigned IP in Australia or elsewhere.
- 4.2 The Assignor agrees to make available any information, books and records in its possession or control reasonably required for the prosecution of applications for

registered Intellectual Property rights in the Assigned IP, the enforcement of the Assigned IP and the defence of the validity of all Assigned IP.

5. GOVERNING LAW

- 5.1 This deed contains the entire agreement between the parties as to its subject matter. No amendments to this deed will be effective unless it is in writing and signed by all parties.
- 5.2 This deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one document. An executed counterpart may be delivered by facsimile or other electronic means.
- 5.3 If any provision of this deed is unenforceable or invalid for any reason, the relevant provision will be deemed to be modified to the extent necessary to remedy such unenforceability or invalidity or, if this is not possible, then such provision will be severed from this deed, without affecting the enforceability or validity of any other provision of this deed.
- 5.4 The following rules of interpretation apply unless the context requires otherwise.
- (a) Headings are for convenience only and do not affect interpretation.
 - (b) The singular includes the plural and conversely.
 - (c) A reference to any party to this deed or any other deed or document includes the party's successors and permitted assigns.
 - (d) The word 'including' and similar expressions are not words of limitation.
 - (e) This document or any part of it is not to be construed against a party because that party drafted or proposed it.
- 5.5 This deed is governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.

EXECUTED AS A DEED.


EXECUTED for and on behalf of
TNA Central Europe GmbH
by its authorised representative



Signature of Witness

Brian Pearson

Name of Witness



Signature of Authorised Representative


ALFRED TAYLOR

Name of Authorised Representative
DIRECTOR

Position/Title of Authorised Representative

Date: 18 / 07 / 2019

EXECUTED AS A DEED by
TNA AUSTRALIA PTY LIMITED
in accordance with the
s127(1) *Corporations Act 2001* (Cth)



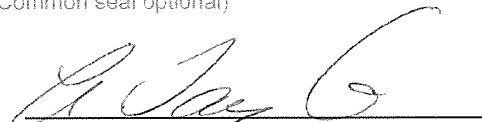
Signature of Director/Secretary

NADIA TAYLOR

Name of Director/Secretary

Date: 25 / 07 / 2019

(Common seal optional)



Signature of Director

ALFRED TAYLOR

Name of Director

Date: 18 / 07 / 2019