

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7589350

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GRAEME NOEL BULTE	07/23/2019
DIANNE LOUISE HESTER	07/23/2019
PADRAIC CRUNDEN-SMITH	07/23/2019
RECEIVING PARTY DATA	
Name:	PONO LIFE PTY LTD AS TRUSTEE FOR THE PONO LIFE TRUST
Street Address:	C/- EGA, LEVEL 12
Internal Address:	468 ST KILDA ROAD
City:	MELBOURNE
State/Country:	AUSTRALIA
Postal Code:	3004
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29717779
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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:	2028427800
Email:	steven.erickson@cooley.com, zippatentdocketingmailboxus@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE, NW, SUITE 700
Address Line 2:	ATTN: PATENT DEPARTMENT / RAMSEY HILTON
Address Line 4:	WASHINGTON, D.C. 20004-2400
ATTORNEY DOCKET NUMBER:	DAVI-061/00US 040722-2094
NAME OF SUBMITTER:	RAMSEY HILTON
SIGNATURE:	/Ramsey Hilton/
DATE SIGNED:	10/13/2022
Total Attachments: 6	
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JULY 2019

DEED OF ASSIGNMENT

GRAEME NOEL BULTE

AND

DIANNE LOUISE HESTER

AND

PADRAIC CRUNDEN-SMITH

AND

P. & B. BULTE (NO 2) PTY LTD (ACN 064 779 746)

AND

**PONO LIFE PTY LTD (ACN 610 010 972) AS TRUSTEE FOR THE
PONO LIFE TRUST**

Davies Collison Cave Pty Ltd
Intellectual Property
1 Nicholson St, Melbourne, VIC, 3000
Tel: +61 3 9254 2777 Fax: +61 3 9254 2770
Ref: 35269356/RAB
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INTELLECTUAL PROPERTY

davies.com.au

PATENT
REEL: 061413 FRAME: 0322

DEED OF ASSIGNMENT

THIS DEED is made on the 23rd JULY 2019

BETWEEN:

GRAEME NOEL BULTE of 37 Wilson St. Berwick VIC 3806, Australia (**Designer 1**)

AND

DIANNE LOUISE HESTER of 55 Temple Road, Selby VIC 3159, Australia (**Designer 2**)

AND

PADRAIC CRUNDEN-SMITH of 22 Unicorn Street, Pakenham VIC 3810, Australia (**Designer 3**)

(Designer 1, Designer 2 and Designer 3 are, together, referred to as **the Designers**;
Designer 2 and Designer 3 are, together, referred to as **the Employees**)

AND

P. & B. BULTE (NO 2) PTY LTD (ACN 064 779 746) of C/- EGA, Level 12, 468 St Kilda Road, Melbourne VIC 3004, Australia (**Employer**)

(the Designers and the Employer are, together, referred to as **the Assignors**)

AND

PONO LIFE PTY LTD (ACN 610 010 972) AS TRUSTEE FOR THE PONO LIFE TRUST of C/- EGA, Level 12, 468 St Kilda Road, Melbourne VIC 3004, Australia (**Assignee**)

RECITALS

- A. The Designers have created one or more designs (**Designs**) that are the subject of the Australian Design Application No. 201913790 filed on 5 July 2019 (**Application**).
- B. At the time of creating the Designs, Designer 1 was a Director of the Employer, and the Employees were employees of the Employer. By virtue of their employment with the Employer, the Employer is entitled to all of the Employees' right, title and interest in and to the Designs.
- C. Designer 1 agrees to assign all his right, title and interest in and to the Designs and related rights to the Employer on the terms set out in this Deed.

- D. The Employer agrees to assign all its right, title and interest in and to the Designs and related rights to the Assignee on the terms set out in this Deed.

NOW THIS DEED WITNESSES as follows:

1. EFFECT OF DEED

Each party acknowledges that:

- (a) the clauses in this Deed will take effect in the sequential order in which they appear; and
- (b) this Deed is effective on and from the abovementioned date.

2. ASSIGNOR ACKNOWLEDGEMENT AND ASSIGNMENT

2.1 Acknowledgement

Each of the Employees hereby acknowledges that:

- (a) the Designers created the Designs, and no other person(s) other than the Designers were involved in the creation of the Designs;
- (b) all work carried out by him or her in relation to the Designs was performed by him or her while he or she was an employee of the Employer;
- (c) all of his or her involvement in the making of the Designs was in the ordinary course of his or her employment with the Employer; that is, all such involvement was in the performance of the position which he or she was employed by the Employer to perform; and
- (d) the Employer is entitled to all of his or her right, title and interest in the Designs absolutely.

2.2 Assignment to Employer

To the extent that, as at the date of this Deed, any of the Designers holds any right, title or interest in or to the Designs in his or her own right, he or she hereby assigns to the Employer absolutely:

- (a) the copyright in the artistic work(s) corresponding to the Designs (**Copyright**);
- (b) the Designs, including, without limitation, the right to apply for design registrations, design patents or other legal protection in respect of the Designs in any country or region of the world, including all rights of priority, with the intent that the grant of any design registration, design patent or similar legal protection on an application shall be in the name of, and vest in, the Employer; and
- (c) all powers, privileges and immunities arising or accrued in respect of the Copyright and the Designs, including, without limitation, the right to sue for and obtain damages, profits, compensation and other relief (and retain any financial awards made) in respect of any infringement of the Copyright and/or the Designs or in respect of any interference with any rights hereby assigned whether occurring before or after the date of this Deed

(together, the **Assigned Rights**).

2.3 Assignment to Assignee

The Employer hereby assigns to the Assignee absolutely all the Assigned Rights.

3. GENERAL

3.1 Further Assurances

Each of the parties undertakes to execute all further documents and render all assistance reasonably required for the purpose of giving full effect to this Deed, including, but not limited to, confirming or recording the title of the Assignee in the Designs or other similar legal protection granted in respect of the Designs and for securing for the Assignee the full benefit of the Assigned Rights.

3.2 Power of Attorney

Each Assignor hereby irrevocably appoints the Assignee as his, her or its respective attorney to do all things that the Assignee considers reasonably necessary for the purpose of assigning or perfecting the Assigned Rights including, without limitation, to make, execute and deliver any forms, filings, requests, instructions, certificates, letters and other documents necessary for recording the Assignee as the owner of the Assigned Rights.

3.3 Variations

No variation of this Deed will be of any force or effect unless it is in writing and signed by each party to this Deed.

3.4 Governing Law

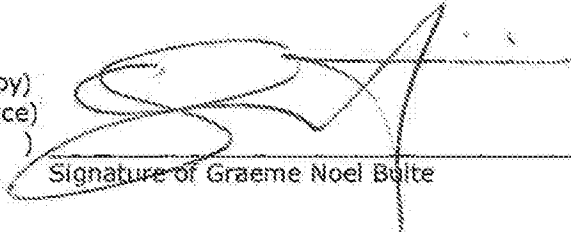
This Deed shall be governed by and construed according to the laws of the State of Victoria, Australia.

3.5 Counterpart


The Deed may be executed in counterparts by each party to this Deed, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document. Each party shall be bound by this Deed immediately upon executing it.

EXECUTED AS A DEED

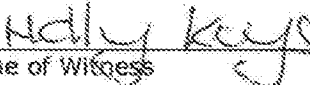
SIGNED, SEALED and DELIVERED by)
GRAEME NOEL BULTE in the presence)
of:



Signature of Graeme Noel Bulte



Signature of Witness



Name of Witness

SIGNED, SEALED and DELIVERED by)
DIANNE LOUISE HESTER in the)
presence of:



Signature of Dianne Louise Hester



Signature of Witness




Name of Witness

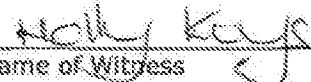
SIGNED, SEALED and DELIVERED by)
PADRAIC CRUNDEN-SMITH in the)
presence of:



Signature of Padraic Cruden-Smith

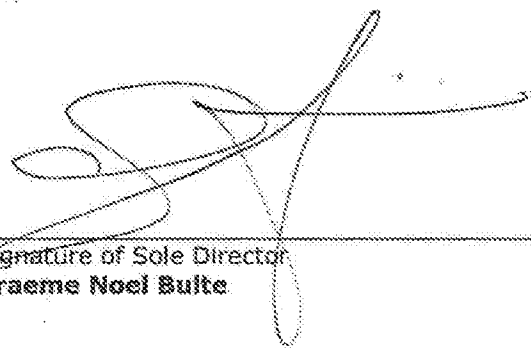


Signature of Witness



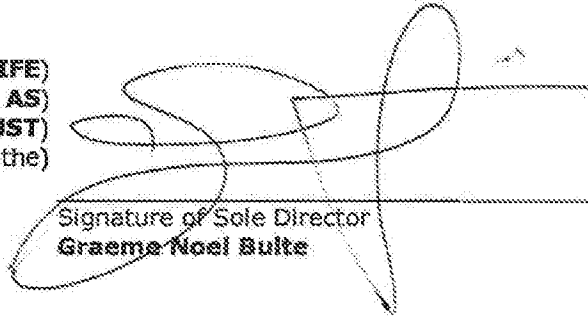
Name of Witness

EXECUTED as a Deed by **P. & S. BULTE**
(NO 2) PTY LTD (ACN 064 779 746)
in accordance with section 127 of the
Corporations Act 2001 (Cth):



Signature of Sole Director
Graeme Noel Bulte

EXECUTED as a Deed by **PONO LIFE**
PTY LTD (ACN 610 010 972) AS
TRUSTEE FOR THE PONO LIFE TRUST
in accordance with section 127 of the
Corporations Act 2001 (Cth):



Signature of Sole Director
Graeme Noel Bulte