

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7891917

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRADLEY SAYWELL	04/27/2021
RECEIVING PARTY DATA	
Name:	KING FURNITURE AUSTRALIA PTY LTD.
Street Address:	123 TURRELLA STREET
City:	TURRELLA
State/Country:	AUSTRALIA
Postal Code:	2205
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29780277
CORRESPONDENCE DATA	
Fax Number:	(202)824-3001
<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:	(202) 824-3000
Email:	bwptopat@bannerwitcoff.com, abaxter@bannerwitcoff.com, Designassignment@bannerwitcoff.com
Correspondent Name:	BANNER & WITCOFF, LTD.
Address Line 1:	1100 13TH ST. NW
Address Line 2:	STE 1200
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	008375.00072\US
NAME OF SUBMITTER:	ANASHEIA BAXTER
SIGNATURE:	/Anasheia Baxter/
DATE SIGNED:	04/10/2023
Total Attachments: 4	
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DEED OF ASSIGNMENT

THIS DEED is entered into on the date on which it is last signed by a party **between** the parties named in item 1 of the **Schedule (Assignors)** **and** the party named in item 2 of the **Schedule (Assignee)**

BACKGROUND

- A. The Assignors have each made a creative contribution to each of the designs (**Designs**) forming the subject matter of each of the design applications (**Design Applications**) set out in item 3 of the **Schedule**.
- B. Pursuant to a pre-existing legal relationship (by way of employment, contract or otherwise) between the Assignors and the Assignee, the Assignee has acquired all of the Assignors' right, title and interest whatsoever and wherever subsisting in the world in the Design Applications and the Designs, save, if applicable, for any Residual Interest (as defined below).
- C. The parties wish to enter into this Deed to record the Assignee's rights in respect of the Designs and in the Design Applications.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, the following terms have the following meanings.

Assigned Rights means all of the following rights subsisting in the world to the extent arising from the Assignors' creative contribution to the Designs:

- (a) any rights in the Designs;
- (b) any rights to file any Corresponding Application and any rights arising from any such filing;
- (c) any rights to file a Related Application and any rights arising from any such filing;
- (d) any rights to claim priority from each of the Design Applications, any Corresponding Application, and any Related Application;
- (e) any rights to have designs registered in respect of the Designs and each of the Design Applications, any Corresponding Application, and any Related Application and all rights arising from any such registered design; and
- (f) any rights to sue for infringement of any the rights described in paragraphs (a)-(d) above, occurring prior to the date of this Deed.

Corresponding Application means an application anywhere in the world for a registered design, a design patent, or equivalent right, made in respect of any of the Design Applications and includes any application claiming priority from any of the Design Applications under the Paris Convention.

Related Application means any application based on any Corresponding Application such as a divisional application, a continuation application or a continuation-in-part application.

Residual Interest means any part of the right, title and interest whatsoever and wherever subsisting in the world in the Assigned Rights which is not owned by the Assignee at the date of this Deed.

1.2 Interpretation

In this Deed, unless the context indicates to the contrary:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and conversely;
- (c) the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to an agreement or document (including a reference to this document) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document;
- (f) the expression **person** includes a natural person, an institution, a body corporate, an agency or other body;
- (g) references to any **party** to this document will include the party's legal successor (including executors and administrators) and permitted assigns;
- (h) references to any document or agreement will be taken to include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time; and
- (i) all Schedules of, and Annexures to, this document form part of this document.

2. ASSIGNMENT AND CONFIRMATION

- (a) To the extent that the Assignors own any Residual Interest as at the date of this Deed, the Assignors assign any and all rights, title and interest subsisting in the Residual Interest to the Assignee absolutely and free of any encumbrances, such assignment forming part of the Assigned Rights.
- (b) The Assignors confirm that the Assignee has acquired all right, title and interest whatsoever and wherever subsisting in the world in the Assigned Rights absolutely and free of any encumbrances.

3. WARRANTIES IN RELATION TO RIGHTS ASSIGNED

The Assignors warrant to the Assignee that:

- (a) The Assignors have not granted or assigned (or agreed to grant or assign) and will not purport to grant or assign or agree to grant or assign, any rights of any nature in any of the Assigned Rights to any third party whatsoever; and
- (b) The Assignors have not granted or agreed to grant, and will not purport to grant or agree to grant, any licence to any of the Assigned Rights.

4. FURTHER ASSURANCES

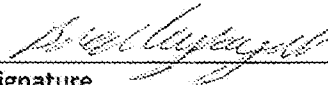
The Assignors undertake at the expense of and upon request by the Assignee to do all acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the benefit of any of the Assigned Rights (including prosecution, maintenance, defence and enforcement of any other registered right). Without limiting the preceding sentence, the Assignors irrevocably and unconditionally appoint the Assignee as their agent and attorney to do all acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the Assigned Rights.

5. GENERAL

- (a) This Deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.
- (b) No amendment or variation of this Deed is valid or binding on a party unless made in writing and executed by both parties.
- (c) Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this Deed.
- (d) This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- (e) 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.
- (f) This Deed will be binding on, and inure for the benefit of each of the parties and their respective successors in title and permitted assigns.


EXECUTED AS A DEED

Signed, sealed and delivered by Bradley Saywell in the presence of


Signature

27.4.2021
Date

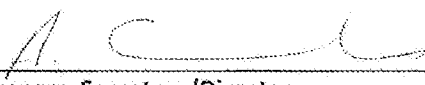
Bradley Saywell
Name (print)


Witness signature

27.4.2021
Date

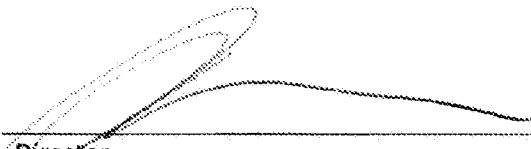
NONCEBA NYONI
Witness name (print)

Signed for and on behalf of King Furniture Australia Pty Ltd ACN 002 757 333 in accordance with section 127 of the Corporations Act 2001


Company Secretary/Director

27.4.2021
Date

ANNA CARRABS
Name of Company Secretary/Director (print)


Director

27-4-2021
Date

JOHN BOWDEN
Name of Director (print)