

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8214989

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CYNTHIA CHAN	10/10/2023
IAN PASALICH	10/06/2023
IAN WILSON	10/10/2023
IDOME PTY LTD	10/10/2023
RECEIVING PARTY DATA	
Name:	MPL HOME LIMITED
Street Address:	DC6 PROLOGIS PARK
City:	HEMEL HEMPSTEAD
State/Country:	UNITED KINGDOM
Postal Code:	HP24ZB
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8672250
CORRESPONDENCE DATA	
Fax Number:	(248)996-8405
<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:	248 809-2005
Email:	ipdocket@weintraubgroup.com
Correspondent Name:	ARNOLD S. WEINTRAUB
Address Line 1:	18000 W. NINE MILE ROAD
Address Line 2:	SUITE 760
Address Line 4:	SOUTHFIELD, MICHIGAN 48075
ATTORNEY DOCKET NUMBER:	LIP-10
NAME OF SUBMITTER:	ARNOLD S. WEINTRAUB
SIGNATURE:	/Arnold S. Weintraub/
DATE SIGNED:	10/11/2023
Total Attachments: 5	
source=20231011 Assignment For Filing#page1.tif	
source=20231011 Assignment For Filing#page2.tif	

source=20231011 Assignment For Filing#page3.tif

source=20231011 Assignment For Filing#page4.tif

source=20231011 Assignment For Filing#page5.tif

Masha - Potato Masher Tooling and Intellectual Property Transfer Agreement

This Tooling and Intellectual Property Transfer Agreement ("Agreement") is entered into on 2024 "Contract Date" by and between:-

- (1) Cynthia Chan
- (2) Ian Pasalich
- (3) Ian Wilson on behalf of
 - a) Himself
 - b) Idome Pty Ltd (Business Name Wilson Product Development) A company registered in Australia under company registration number ABN72002875194 having its registered address at NSW 2119 Australia

collectively referred to as the "Transferors"

- and -

- (1) MPL Home Limited, a company registered in the United Kingdom under company registration number 0402965, having its registered address at DC6 Prologis Park, Hemel Hempstead, HP2 4ZB (the "Transferee").
- (2) Ying Fat Electric Products Ltd, a company registered in Hong Kong under company registration number 088361, having its registered address at Room no 1624 Star House, 3 Salisbury Road, TST, Hong Kong (the "Agent")

1. Definitions

a) "Tooling" refers to the physical moulds, dies, equipment, machinery, and any other tangible assets necessary for the production of the product known as Masha, currently owned by the Transferors. It does not include production equipment owned or produced by the factory that has previously manufactured the product.

b) "Intellectual Property" "IP" means all intellectual property rights in any part of the world (whether registered or unregistered) including:

- (i) patents, rights to inventions, copyright and related rights, trade marks, service marks, trade dress, logos, trade and business names, domain names; together with all the goodwill associated therewith, and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and, in each case, rights of a similar or corresponding character;
 - (ii) all applications for registration and rights to apply for the protection of any of the rights referred to in paragraph (a)
- c) "Effective Date" refers to the date the first shipment leaves the factory

2. Transfer of Tooling

2.1 In exchange for the consideration set out in Clause 4 below, the Transferors agree to, and hereby transfer and assign all rights, title, and interest in the Tooling to the Transferee with full title guarantee to all its rights, title and interest in and to the Tooling. The detailed description of the Tooling to be transferred is provided in Appendix A, which forms an integral part of this Agreement.

2.2 The Transferors represent and warrant that they have full legal authority and ownership rights to transfer the Tooling, free and clear of any encumbrances or claims.

2.3 The Transferee shall assume all responsibility for the Tooling upon the Contract Date and shall bear all costs associated with the transfer, including transportation and installation, if necessary.

3. Transfer of Intellectual Property

3.1 In exchange for the consideration set out in Clause 4 below the Transferors agree to, and hereby transfer and assign all rights, title, and interest in the Intellectual Property to the Transferee with full title guarantee, together with the goodwill of the business relating to the Intellectual Property, together with the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages or profits recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Intellectual Property whether occurring before, on or after the date of this agreement. A non-exhaustive list of the Trade Mark and Patent registrations to be transferred is provided in Appendix B, which forms an integral part of this Agreement.

3.2 The Transferors represent and warrant that they are the lawful owners of the IP and have the authority to transfer the same to the Transferee. They further represent and warrant that, to the best of their knowledge, there are no pending or threatened claims, lawsuits, or actions by any third party asserting that the product known as Masha, including the transferred IP, infringes upon their intellectual property rights.

3.3 In the event that any third-party claim arises alleging infringement of intellectual property rights related to the product Masha, including but not limited to patents, trademarks, or copyrights, the Transferors shall promptly notify the Transferee in writing and provide all relevant details regarding the claim. As owner of all rights, title, and interest in the Intellectual Property, the Transferee shall bear the responsibility for defending such claims and shall have the right to control the defence and settlement negotiations, provided that the Transferor shall reasonably cooperate in the defence as requested by the Transferee.

4. Consideration and Royalty Payments

4.1 In consideration for the transfer of the Tooling and IP, the Transferee agrees to pay the Transferors a royalty in respect of global sales as detailed below:

a) In years 1 and 2 from the Effective Date, the royalty payment shall be [REDACTED] per unit sold, with a minimum payment of [REDACTED] per annum.

b) In years 3 to 5 from the Effective Date, the royalty payment shall be uncapped at [REDACTED] per unit sold.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

6. Governing Law and Jurisdiction

6.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong SAR.

6.2 Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Hong Kong SAR.

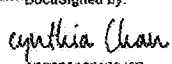
7. Entire Agreement

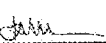
7.1 This Agreement, including its appendices, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or representations, whether oral or written, relating to the subject matter hereof.

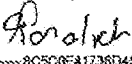
7.2 Any modification to this Agreement must be made in writing and signed by both parties.

Accepted and agreed:

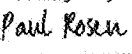
Transferors:

DocuSigned by:

3C8F35425139498
Cynthia Chan 10/10/2023
Dated:

DocuSigned by:

776A70D80C474A1...
Ian Wilson 10/10/2023
Dated:

DocuSigned by:

8C5C0F41738D45F
Ian Pasalich 10/6/2023
Dated:

Transferee:

DocuSigned by:

DEA0813BF04432...
Name: Paul Rosen
Position: Director
For and on behalf of MPL Home Ltd
Dated: 10/6/2023

Appendix B

Trade Mark Registrations

Trade Mark	Country	App. Date	App. No.	Pub. Date	Pub. No.	Class	Goods/Services	Owner	Status
MASHA	Canada	13-Oct-2011	TMA887810	9-Oct-2014	9-Oct-2029	11	11 Small electrical kitchen appliances for cooking	Idome Pty Ltd carrying on business as Wilson Product Development	Registered
MASHA	United Kingdom	31-Aug-2011	UK00002593080	16-Dec-2011	31-Aug-2031	11	11 Electrical appliances for cooking	Wilson Product Development	Registered
MASHA	Australia	3-Feb-2011	1406911	2-Dec-2011	3-Feb-2031	11	11 Electrical appliances for cooking	Wilson Product Development	Registered

Patent Registrations

Patent Title	Country	Pat. No.	Pub. Date	Exp. Date	Status
HAND HELD MASHER DEVICE	Australia	2010246489	29-Nov-2010	29-Nov-2023	Registered
HAND HELD MASHER DEVICE	Canada	2819177	29-Nov-2011	29-Nov-2023	Registered
HAND HELD MASHER DEVICE	Europe (France)	2645906 (French National No. 11845568.2)	29-Nov-2011	30-Nov-2023	Registered
HAND HELD MASHER DEVICE	Europe (Germany)	2645906 (German National No. 602011019476.3)	29-Nov-2011	30-Nov-2023	Registered
HAND HELD MASHER DEVICE	Europe (UK)	2645906	29-Nov-2011	30-Nov-2023	Registered
HAND HELD MASHER DEVICE	United States	8672250	29-Nov-2011	18-Sep-2025	Registered

PATENT

RECORDED: 10/11/2023

REEL: 065183 FRAME: 0217