

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8246937

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CP-IP LIMITED	09/18/2023
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	NARELLAN INNOVATIONS PTY LIMITED	
<b>Street Address:</b>	SUITE 403-410, LEVEL 4	
<b>Internal Address:</b>	4 COLUMBIA COURT	
<b>City:</b>	NORWEST, NSW	
<b>State/Country:</b>	AUSTRALIA	
<b>Postal Code:</b>	2153	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	D882822
	<b>Patent Number:</b>	D975874
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(703)816-4100	
<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>		
<b>Phone:</b>	7038164132	
<b>Email:</b>	agoode@nixonvan.com	
<b>Correspondent Name:</b>	NIXON & VANDERHYE P.C.	
<b>Address Line 1:</b>	901 N. GLEBE ROAD, 11TH FLOOR	
<b>Address Line 4:</b>	ARLINGTON, VIRGINIA 22203	
<b>ATTORNEY DOCKET NUMBER:</b>	7880-10200-MISC	
<b>NAME OF SUBMITTER:</b>	ERIC JENSEN	
<b>SIGNATURE:</b>	/ERIC JENSEN/	
<b>DATE SIGNED:</b>	10/30/2023	
<b>Total Attachments: 10</b>		
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# INTELLECTUAL PROPERTY ASSIGNMENT DEED

Deed Dated 18<sup>th</sup> SEPTEMBER 2023

## Parties

**CP-IP Limited** of Unit 2, 79 Mill Road, Helensville, Auckland, 0800, New Zealand  
(NZ Company No. 6496141)

("Assignor")

and

**Narellan Innovations Pty Limited** of Suite 403-410, Level 4, 4 Columbia Court,  
Norwest, NSW, 2153, Australia (Australian Company No. 160239216)

("Assignee")

## Recitals

- A. The Assignor is the owner of certain intellectual property rights in Australia, New Zealand and the United States of America.
- B. The parties have agreed that the Assignor will assign its rights to the intellectual property to the Assignee on the terms set out in this deed.

## 1.1 DEFINITIONS AND INTERPRETATION

### (a) Definitions

In this deed:

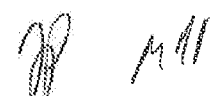
"Assigned IP" means the intellectual property rights (whether registered or unregistered) in or relating to:

- (i) the trade marks listed in **Schedule 1** to this deed;
- (ii) the patents listed in **Schedule 2** to this deed;
- (iii) the designs listed in **Schedule 3** to this deed;
- (iv) the domain names listed in **Schedule 4** to this deed.

### (b) Interpretation

In this deed:

- (i) headings are for convenience only and do not affect interpretation;
- (ii) and unless the context indicates a contrary intention;
- (iii) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (iv) a reference to a party includes that party's executors,



administrators, successors and permitted assigns, including persons taking by way of novation;

- (v) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (vi) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments or replacements;
- (vii) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (viii) a reference to a party, clause or schedule is a reference to a party, clause or schedule to or of this deed, and a reference to this deed includes all schedules to it;
- (ix) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (x) "includes" in any form is not a word of limitation.

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## 2. ASSIGNMENT

### 2.1 Assignment of the Assigned IP

For good and valuable consideration, the receipt of which the Assignor acknowledges, the Assignor hereby assigns, transfers, and sets over to the Assignee with effect from the date of this deed:

- (a) its entire property, right, title and interest in and to the Assigned IP. The assignment, transfer and set over is free from all encumbrances and includes all the rights, powers, liberties and immunities conferred on the proprietor of the Assigned IP; and
- (b) all rights of action (whether past or present) against any third party in respect of any infringement or alleged infringement of the Assigned IP by that third party.

### 2.2 Further Actions

- (a) Following execution of this deed, the Assignor will provide to the Assignee any documentation relating to the application for, and/or registration of, the Assigned IP which is in its possession or control.
- (b) The Assignor undertakes to do all reasonable acts and execute all documents reasonably provided by the Assignee as are necessary to enable the Assignee to:
  - (i) perfect or record its title to the Assigned IP; and
  - (ii) fully enjoy and to prosecute the Assigned IP and any rights associated with it.

- (c) To the extent necessary in order for the Assignee to enforce or register rights granted under this deed, the Assignor agrees to enter into separate deeds recording individual assignments of the Assigned IP.

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**3. Miscellaneous**

**3.1 Governing Law**

This Deed shall be governed by and construed governed by and construed in accordance with the laws of New Zealand and the Parties irrevocably submit to the exclusive jurisdiction of the courts of New Zealand for any matter arising under or relating to this agreement or its subject matter or formation or the relationships established by it (including non-contractual claims).

**3.2 Severance**

If any term or provision of this deed is held to be illegal, void or unenforceable (in whole or in part) in any jurisdiction, such term or provision or part of such term or provision will be deemed not to form part of this deed in that jurisdiction, but the validity and enforceability of the remainder of this deed in that jurisdiction and the validity and enforceability of that term or provision in any other jurisdiction will not be affected.

**3.3 Amendments**

This deed may only be varied by a document signed by or on behalf of each party.

**3.4 Relationship of parties**


- (a) The parties are not and are not to be taken to be in a partnership, joint venture, employment or fiduciary relationship.
- (b) Nothing in this deed gives a party authority to bind any other party in any way.



**Executed as a Deed.**

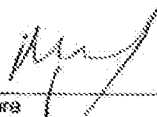
**Signed for and on behalf of  
CP-IP Limited  
as Vendor**

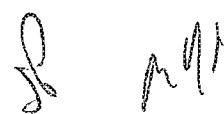
M. H. PAINTER  
Name

  
Signature  
DIRECTOR  
Position

**Signed for and on behalf of  
Narellan Innovations Pty Limited  
as Purchaser**


Peter Barry  
Name

  
Signature  
Managing Director  
Position



# Schedule 1

## Australia:

Trade Mark	Number	Status	Priority Date	Renewal Date	Goods/Services
	2157368	Registered	19-Feb-21	19-Feb-31	<p>Class 6: Swimming pools in this class; metal hardware, namely parts, fittings and accessories in this class for swimming and spa pools, pumps, filtration, chlorinating, water heating and lighting equipment and machinery</p> <p>Class 11: Swimming pool chlorinating units including salt chlorinators; swimming pool filters; swimming pool heaters; swimming and spa pool equipment and accessories in this class including pumps, filtration, chlorinating, water heating and lighting equipment; parts and fittings for the aforementioned in this class</p> <p>Class 19: Non-metallic swimming pools and spas; fiberglass pools and spas; non-metallic building materials used in construction of swimming pools and spas; non-metallic landscaping materials in this class including rock, stone, cement, natural stone, paving stones, concrete paving and wall stones for use in poolside landscaping; parts and fittings for the aforementioned in this class</p> <p>Class 35: Retail and wholesale of swimming pools, spa pools, water tanks, water pumps, drainage pumps, water filters, irrigation equipment, swimming pool products, hoses, hose fittings, drainage channels and fittings, water tank fittings and accessories; marketing, promotion and advertising services; retailing and online retailing services; sales promotion services; business management; business administration; office functions; business management of retail services; organization and administration of workers for a wide variety of organizations; business information services; franchise services namely marketing, consultancy, advertising, and business support services in connection with the establishment, operation, administration and business affairs of franchise businesses; consultancy, information and advisory services in connection with the foregoing</p>

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# New Zealand:

Trade Mark	Number	Status	Priority Date	Renewal Date	Goods/Services
<b>CONTAINER POOLS</b>	1171438	Registered	19-Feb-21	19-Feb-31	<p>Class 11: Swimming pool chlorinating units including salt chlorinators; swimming pool filters; swimming pool heaters; swimming and spa pool equipment and accessories in this class including filtration, chlorinating, water heating and lighting equipment; parts and fittings for the aforementioned in this class.</p> <p>Class 18: Non-metallic swimming pools and spas; fiberglass pools and spas; non-metallic building materials used in construction of swimming pools and spas; building materials in this class for use in poolside landscaping; parts and fittings for the aforementioned in this class.</p>
<b>CONTAINER POOLS</b>	1098463	Registered	24-Jul-18	24-Jul-28	<p>Class 6: Swimming pools in this class; metal hardware, namely parts, fittings and accessories in this class for swimming and spa pools, pumps, filtration, chlorinating, water heating and lighting equipment and machinery.</p> <p>Class 35: Retail and wholesale of swimming pools, spa pools, water tanks, water pumps, drainage pumps, water filters, irrigation equipment, swimming pool products, hoses, hose fittings, drainage channels and fittings, water tank fittings and accessories; marketing, promotion and advertising services; retailing and online retailing services; sales promotion services; business management; business administration; office functions; business management of retail services; organization and administration of workers for a wide variety of organizations; business information services; franchise services namely marketing, consultancy, advertising, and business support services in connection with the establishment, operation, administration and business affairs of franchise businesses; audit services; consultancy, information and advisory services in connection with the foregoing.</p>
<b>CONTAINER POOLS CONTAINER POOLS NEW ZEALAND</b>	1076461	Registered	19-Sep-17	19-Sep-27	<p>Class 6: Swimming pools in this class; parts, fittings and accessories in this class for swimming and spa pools, pumps, filtration, chlorinating, water heating and lighting equipment and machinery, namely metal hardware.</p> <p>Class 35: Retail and wholesale of swimming pools, spa pools, water tanks, water pumps, drainage pumps, water filters, irrigation equipment, swimming pool products, hoses, hose fittings, drainage channels and fittings, water tank fittings and accessories; marketing, promotion and advertising services; retailing and online retailing services; sales promotion services; business management; business administration; office functions; business management of retail services; organization and administration of workers for a wide variety of organizations; business information services; franchise services namely marketing, consultancy, advertising, and business support services in connection with the establishment, operation, administration and business affairs of franchise businesses; audit services; consultancy, information and advisory services in connection with the foregoing.</p>
	1098465	Registered	24-Jul-18	24-Jul-18	<p>Class 6: Swimming pools in this class; metal hardware, namely parts, fittings and accessories in this class for swimming and spa pools, pumps, filtration, chlorinating, water heating and lighting equipment and machinery.</p> <p>Class 35: Retail and wholesale of swimming pools, spa pools, water tanks, water pumps, drainage pumps, water filters, irrigation equipment, swimming pool products, hoses, hose fittings, drainage channels and fittings, water tank fittings and accessories; marketing, promotion and advertising services; retailing and online retailing services; sales promotion services;</p>

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					business management; business administration; office functions; business management of retail services; organization and administration of workers for a wide variety of organizations; business information services; franchise services namely marketing, consultancy, advertising, and business support services in connection with the establishment, operation, administration and business affairs of franchise businesses; audit services; consultancy, information and advisory services in connection with the foregoing.
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## Schedule 2

### Australia:

Name	Number	Status	Priority Date	Renewal Date	Expiry Date
Modular Container Assembly for a Pool and Method of Construction	201828226 4	Filed	22-Dec-17	18-Dec-23	18-Dec-38
Modular Container Assembly for a Pool and Method of Construction	202110340 6	Granted	22-Dec-17	18-Dec-23	18-Dec-26

### New Zealand:

Name	Number	Status	Priority Date	Renewal Date	Expiry Date
Modular Container Assembly for a Pool and Method of Construction	751820	Filed	22-Dec-17	19-Mar-24	19-Mar-39

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### Schedule 3

#### Australia:

Name	Number	Status	Priority Date	Renewal Date	Expiry Date
Container Pool	201813662	Registered	22-Dec-17	20-Jun-23	20-Jun-28
A support for a swimming pool	202014372	Registered	14-Feb-20	12-Aug-25	12-Aug-30

#### New Zealand:

Name	Number	Status	Priority Date	Renewal Date	Expiry Date
Modular Container Pool Assembly	423863	Registered	22-Dec-17	22-Dec-27	22-Dec-32
Modular Container Pool Assembly	424082	Registered	22-Dec-17	22-Dec-27	22-Dec-32
Container Pool Support Frame	427133	Registered	14-Feb-20	14-Feb-25	14-Feb-35

#### USA:

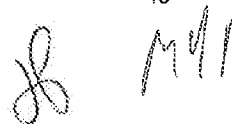
Name	Number	Status	Priority Date	Renewal Date	Expiry Date
Modular container pool assembly	US D882822 S	Granted	22-Dec-17	N/A	28-Apr-35
Container pool support frame - cradle and frame	US D975874 S	Granted	14-Feb-20	N/A	27-Jan-38

*JS* *MVP*

## Schedule 4

### Domain Names

<https://containerpoolsnz.co.nz>  
<https://containerpool.nz>  
<https://containerpoolnz.co.nz>  
<https://containerpoolz.co.nz>  
<https://containerpoolz.nz>  
<https://containerpoolz.com>  
<https://containerpoolsnz.co.nz>  
<https://containerpoolsaustralia.com>  
<https://containerpoolseurope.com>  
<https://containerpoolsasia.com>  
<https://containerpoolsaustrailia.com>  
<https://containerpoolspacifica.com>  
<https://containerpoolsuk.com>  
<https://containerpoolsusa.com>  
<https://containerpoolscanada.com>  
<https://containerpoolsinternational.com>  
<https://containerpoolsaustralia.com.au>  
<https://containerpools.nz>

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