508677811 07/30/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI394878

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CAMATIC PTY LTD.	07/04/2024

RECEIVING PARTY DATA

Company Name:	HUSSEY SEATING CO.	
Street Address:	: 38 Dyer Street	
City:	North Berwick	
State/Country:	itry: MAINE	
Postal Code: 03906		

PROPERTY NUMBERS Total: 2

Property Type	Number		
Application Number:	11007069		
Application Number:	12506867		

CORRESPONDENCE DATA

Fax Number: 2033276401

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.

Phone: 2033274500

Email: docketing@ogpip.com

Correspondent Name: Paul D. Greeley Address Line 1: 1 Landmark Square

Address Line 2: 19th floor

Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	0015946USA/5474
NAME OF SUBMITTER:	HECTOR LOPEZ
SIGNATURE:	HECTOR LOPEZ
DATE SIGNED:	07/30/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 3

source=0015946USA_5474_IP_Assignment_Agreement#page1.tiff source=0015946USA_5474_IP_Assignment_Agreement#page2.tiff source=0015946USA 5474 IP Assignment Agreement#page3.tiff

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PATENT REEL: 068121 FRAME: 0687

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment") is made and entered into as of 4 July 2024 (the "Effective Date"), by and among Camatic Pty Ltd ACN 004 593 953 (Administrators Appointed), an Australian company (the "Seller") on the one hand, and Hussey Seating Co., a Maine corporation ("Hussey"), on the other hand.

WHEREAS, Seller, Hussey and the Administrators appointed to Camatic have entered into that certain asset purchase agreement, dated 9 June 2024 (the "<u>Purchase Agreement</u>"), pursuant to which Seller and Hussey desire to enter into this IP Assignment to evidence and give effect to the assignment by Seller to Hussey of certain intellectual property rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows from and after the Effective Date:

- 1. <u>Made Pursuant to Purchase Agreement</u>. This IP Assignment is made and entered into pursuant to and subject in all respects to the terms of the Purchase Agreement. Undefined capitalized terms used herein shall have the meanings set forth in the Purchase Agreement.
- 2. <u>Assignment</u>. Seller hereby sells, conveys, transfers, and assigns to Hussey:
 - (a) all of Seller's rights, titles and interests in and to all Intellectual Property Assets as set forth in the attached Exhibit A, and all copyrights, trade-secret rights, and other intellectual property rights in or to the same (all of the foregoing, collectively, the "Transferred IP");
 - (b) the goodwill of the Seller in which any trademark included in the Transferred IP is used, that is symbolized by or associated with such trademark;
 - (c) all prosecution and enforcement rights with respect to the Transferred IP, including but not limited to all claims and rights to sue and recover damages for any past, present or future infringement or misappropriation of the Transferred IP;
 - (d) all rights of priority and other rights of Seller arising from or relating to the Transferred IP under applicable laws of any jurisdiction, by international treaties or conventions, or otherwise throughout the world; and
 - (e) all royalties, license fees and other proceeds of the Transferred IP now or hereafter due or payable to Seller from third parties.
- 3. Moral Rights. Notwithstanding the foregoing, to the extent any "moral rights" or other rights included in the Transferred IP cannot be assigned to Hussey under applicable law, such rights are excluded from the assignment set forth above, and each of the Seller hereby waives (for Hussey's benefit) such rights to the maximum extent permitted and consents to any action taken or permitted by Hussey that would violate such rights in the absence of such consent.
- 4. Recordation. Seller hereby authorizes and requests the United States Patent and Trademark Office, and any other applicable governmental authority or registrar (including any domain name registrar) to record Hussey as the owner of the Transferred IP, and to issue to Hussey any registrations resulting from applications included in the Transferred IP, as assignee of the entire right, title and interest in, to and under the same. Hussey shall have the right to record this IP Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Transferred IP.

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- 5. Further Assurances. Seller, on Seller's behalf, covenants and agrees that following the date hereof, Seller will promptly, and without further consideration, execute and deliver such additional instruments, and take such other actions, as may be reasonably necessary or reasonably requested by Hussey to give effect to the sale, conveyance, transfer and assignment contemplated by this IP Assignment, including but not limited to the steps required by any applicable domain registrars to transfer to Hussey any domain names included in the Transferred IP.
- 6. Terms of the Purchase Agreement. Nothing in this IP Assignment will alter or expand any liability or obligation of the parties arising under the Purchase Agreement, nor diminish or supersede any representations or warranties set forth therein. Neither party makes any additional representations or warranties under this IP Assignment. In the event of a conflict between this IP Assignment and the Purchase Agreement, the Purchase Agreement shall control.
- 7. Binding Effect. This IP Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.
- 8. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws in force in the State of Victoria, Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- 9. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this IP Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 10. Amendments. This IP Assignment may be amended, restated, supplemented or otherwise modified, only by a written agreement duly executed by each party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed and delivered as of the Effective Date.

By:

Name: Jason Glenn Stone

Title: Administrator of Camatic Pty Ltd

HUSSEY SEATING CO.

CAMATIC PTY LTD

Brian Deveaus Name: Brian Deveaux

Title: President

EXHIBIT A TRANSFERRED IP

Transferred Trademarks:

No.	Registered Owner	Application No.	Filing Date	Registratio n No.	Registration Date	Jurisdiction	Status	
1.	Camatic Pty Ltd	1266590	08 April 2009	3803347	15 June 2010	United States Patent and Trademark Office	Active	F
2.	Camatic Pty Ltd	1266590	08 April 2009	1003361	8 April 2009	IP Office – Madrid (WIPO)	Active	1

Transferred Patents:

No.	Registered Owner	Application No.	Patent No.	Issue Date	Jurisdiction	Status	Descr
1.	Camatic Pty Ltd	11/007,069	7,073,858 B2	11 July 2006	United States Patent and Trademark Office	Active	Seating Syste
2.	Camatic Pty Ltd	12/506,867	7,887,137 B2	15 February 2011	United States Patent and Trademark Office	Expired	Theatre Chair

Transferred Copyrights:

No.	Title	Record Type	Type of Work	Registration Date	Copyrig
1.	N/A				

Transferred Domain Names: (1) camatic.com (2) camatic.com.au

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RECORDED: 07/30/2024