

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI491813

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Bright Spark Innovations GP Limited	08/27/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	TIGERFISH FOILS LIMITED
<b>Street Address:</b>	346 Airport Road, RD 2
<b>City:</b>	HAMILTON
<b>State/Country:</b>	NEW ZEALAND
<b>Postal Code:</b>	3282
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	11396349
<b>Patent Number:</b>	11685474
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	7038164100
<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>	Amanda Goode
<b>Address Line 1:</b>	901 N. Glebe Road, 11th Floor
<b>Address Line 4:</b>	Arlington, VIRGINIA 22203
<b>ATTORNEY DOCKET NUMBER:</b>	0000-Embon-MISC
<b>NAME OF SUBMITTER:</b>	Ms. Amanda Goode
<b>SIGNATURE:</b>	Ms. Amanda Goode
<b>DATE SIGNED:</b>	09/12/2024
<b>Total Attachments: 8</b>	
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**DEED OF ACKNOWLEDGEMENT  
AND  
ASSIGNMENT OF INTELLECTUAL PROPERTY**

Between

**MANTA5 LIMITED PARTNERSHIP  
(In liquidation)**

AND

**BRIGHT SPARK INNOVATIONS GP LIMITED  
(In liquidation)**

AND

**EDISON DARBY LIMITED**

AND

**TIGERFISH FOILS LIMITED**

Dated

*27 August* 2024

THIS DEED made the 27<sup>th</sup> day of AUGUST 2024

BETWEEN: MANTA5 LIMITED PARTNERSHIP (in liquidation) (NZBN 9429043249992) (Manta5)

AND: BRIGHT SPARK INNOVATIONS GP LIMITED (in liquidation) (NZBN 9429041003022) (BSI)

AND: EDISON DARBY LIMITED (NZBN 9429050624720) (EDL)

AND: TIGERFISH FOILS LIMITED (NZBN 9429052106095) (TFF)

#### BACKGROUND

- A BSI is the general partner of Manta5.
- B BSI and Manta5 are in liquidation.
- C In their capacity as liquidators, the Liquidators entered into an Agreement for Sale and Purchase of a Business (BSA) with EDL dated 15 May 2024 under which EDL purchased the assets of Manta5 as part of the liquidation process.
- D The assets under the BSA included intellectual property including the patents listed in the Schedule as the BSA Patents and . Manta5 and EDL intended to formalise transfer of such intellectual property in a Deed of Assignment of Intellectual Property.
- E EDL and TFF then entered into a Deed of Assignment dated 7 June 2024 under which EDL transferred ownership of the assets EDL had purchased under the BSA to TFF. EDL requested that TFF be the assignee under Deed of Assignment of Intellectual Property referred to in paragraph D.
- F Manta5 and TFF entered into a Deed of Assignment of Intellectual Property dated 10 June 2024 to formalise transfer of ownership of certain intellectual property including the BSA Patents.
- G At the date of the Deed of Assignment of Intellectual Property referred to in paragraph F, the parties believed the BSA Patents were beneficially and legally owned by and registered to Manta5. However, while the BSA Patents were beneficially owned by Manta5, legal ownership and registration was held by BSI on Manta5's behalf as its general partner.
- H Subsequent to Manta5 and TFF entering into the Deed of Assignment of Intellectual Property described in paragraph G, the parties agreed that a further group of patents, referred to in the Schedule as the BSI Patents would also be assigned to TFF. At this time the parties became aware that BSI, not Manta5, was the legal owner and registered holder of the BSA Patents.
- I Subsequent to Manta5 and TFF entering into the Deed of Assignment of Intellectual Property described in paragraph G, the parties also agreed that a further group of trade marks, registered to Manta5 and referred to in the Schedule as the Additional Trade Marks, would be assigned to TFF.

CHB-493753-15-52-V2:chb

- J The parties wish to give effect to the intention to transfer legal ownership of the BSA Patents to TFF and to assignment of a further nine patents listed in the Schedule as the BSI Patents from BSI to TFF.
- K This Deed records and confirms assignment of rights in relation to the BSA Patents, BSI Patents and Additional Trade Marks.

**OPERATIVE PART**

**1. DEFINITIONS AND INTERPRETATION**

1.1 **Definitions:** In this Deed unless the context requires otherwise:

**Additional Trade Marks** means the trade marks listed in section 3 of the Schedule.

**Assigned IP** means all the IP Rights owned or held by Manta5 or BSI, or used by Manta5, in relation to Manta5's business, including (but not limited to) as listed in the Schedule;

**BSA Patents** means the patents listed in section 1 of the Schedule.

**BSI Patents** means the patents listed in section 2 of the Schedule.

**Effective Date** means:

- (a) in relation to the BSA Patents 10 June 2024; and
- (b) in relation to the BSI Patents, the date of this Deed.

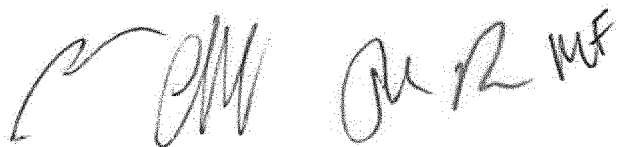
**IP Rights** means all rights, title and interests (including common law rights and interests) in and to copyright, rights in databases, inventions, registered patents, registered and unregistered trade marks, registered and unregistered designs, circuit layouts, confidential information, know-how, formulae, specifications, software (including copyright in software source code and object code), technical data, trade secrets, social media accounts, trade names, business names, domain names, and all applications for any of those intellectual property rights, and like rights.

**Liquidator** means the liquidators of the Manta5 and BSI being Paul Thomas Manning of BDO Tauranga Limited and Jessica Jane Kellow of BDO Wellington Limited and Liquidator means either one of them.

**Patents** means the BSA Patents and the BSI Patents.

**2. ACKNOWLEDGEMENTS**

- 2.1 **Acknowledgement:** The parties agree the information set out in the Background of this Deed is correct.
- 2.2 **Patents held for Manta5:** The parties acknowledge that at all times BSI held legal ownership and registration of the Patents for and on behalf of Manta5 and that BSI has no beneficial interest in the Patents.



Handwritten signatures of Paul Thomas Manning and Jessica Jane Kellow.

### 3. ASSIGNMENT

#### 3.1 Assignment:

- (a) BSI assigns and transfers all of its legal rights, titles and interests in and to the Patents to TFF absolutely with effect from the Effective Date; and
- (b) Manta5 assigns and transfers all of its beneficial rights and interests to the Patents and Additional Trade Marks to TFF absolutely with effect from the Effective Date.
- (c) BSI and Manta5 each assign all of their respective:
  - (i) goodwill (if any) in relation to the Patents and Additional Trade Marks;
  - (ii) all rights, if any, to lodge any applications for patents, registered trade marks or other industrial or intellectual property protection in respect of the Assigned IP in any jurisdiction;
  - (iii) all rights, powers, privileges and immunities, if any, in respect of the Assigned IP arising or accrued from any invention or any IP Rights which may be granted on, or claimed priority from, including any of the applications referred to in clause 3.1(c)(ii); and
  - (iv) all rights and entitlements, if any, to take action and recover any damages or other legal remedies available to BSI or Manta5 for any infringement of the Assigned IP, whether or not such infringement or breach took place prior to the date of this Deed.

3.2 **Moral rights:** BSI and Manta5 each irrevocably and unconditionally waive in favour of TFF any and all moral rights conferred on BSI or Manta5 by legislation in New Zealand or elsewhere in the world in respect of any work the rights in which are, as a result of this Deed, vested in TFF.

### 4. COMPLETION AND POST-ASSIGNMENT

4.1 **Assignors' obligations:** BSI and Manta5 will, in respect of the Assigned IP in New Zealand and any other country:

- (a) take all such actions, execute all such documents and do all such other things as may be reasonably required to transfer the Assigned IP to the Assignee and to give effect to this Deed;
- (b) provide TFF with all assistance it reasonably requires to become recorded as the registered owner of the Assigned IP (as applicable) and to maintain and protect such until the change of ownership is recorded; and
- (c) unless otherwise agreed between the parties in writing, cease all use of the Assigned IP as and from the Effective Date.

4.2 **Assignee's obligations:** TFF will, at its own cost in respect of the Assigned IP:

Handwritten signatures of BSI, Manta5, and TFF.

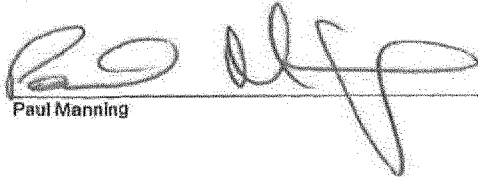
- (a) correctly complete the documents required for the assignment contemplated by this Deed; and
- (b) subject to clause 4.1, otherwise take all steps within its control that are required to enable it to be recorded as the registered proprietor of the Assigned IP (as applicable) with the relevant governmental bodies or authorities.

## 5. GENERAL

- 5.1 **Variations:** No variation to, addition or modification of any provision of this Deed will be binding on the parties unless made in writing and signed by both parties.
- 5.2 **Disputes:** In the event of any dispute between the parties in relation to this Deed the parties shall first seek to resolve the dispute by promptly giving notice to the other party and cooperatively endeavouring to resolve the dispute. If the dispute remains unresolved then the parties shall seek resolution through the use of mediation or arbitration.
- 5.3 **Severability:** If any provision of this Deed is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Deed will not be affected or impaired, and will continue in force as if such illegal, invalid or unenforceable provision was severed from this Deed.
- 5.4 **Waiver:** A failure, delay or indulgence by any party in exercising any power or right will not operate as a waiver of that power or right, unless in writing.
- 5.5 **Assignment:** This Deed is to be binding on and endure for the benefit of the parties and their respective successors and permitted assignees or transferees. No party may assign or transfer all or part of its rights or obligations (or both) under this Deed without the prior written consent of the other parties, which shall not be unreasonably withheld.
- 5.6 **Delivery:** For the purposes of section 9 of the Property Law Act 2007, and without limiting any other mode of delivery, this Deed will be delivered by each of the parties (each a **Delivering Party**) immediately on the earlier of:
  - (a) physical delivery of an original of this deed, executed by the relevant Delivering Party, into the custody of the other party or its solicitors; or
  - (b) transmission by the relevant Delivering Party or its solicitors (or any other person authorised by the relevant Delivering Party) of a email, photocopied, or scanned copy of an original of this deed, executed by the relevant Delivering Party, to the other party or its solicitors.
- 5.7 **Governing law and jurisdiction:** This Deed shall be governed by and construed in accordance with the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand in relation to all disputes arising out of or in connection with this Deed.
- 5.8 **Counterparts:** This Deed may be executed in two or more counterparts (which may be electronic copies), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

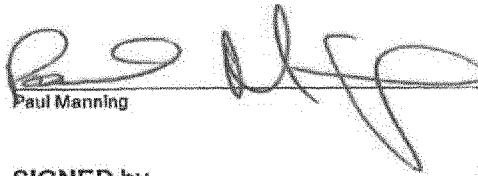
Executed as a deed

SIGNED by MANTA5 LIMITED )  
PARTNERSHIP (in liquidation) )  
by its liquidators: )

  
Paul Manning

  
Jessica Kellow

SIGNED by BRIGHT SPARK )  
INNOVATIONS GP LIMITED )  
(in liquidation) by its liquidators: )

  
Paul Manning

  
Jessica Kellow

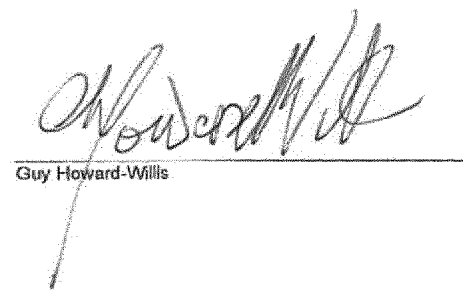
SIGNED by )  
EDISON DARBY LIMITED by its )  
directors: )

  
Geoffrey Furniss

  
Maura Furniss

SIGNED by )  
TIGERFISH FOILS LIMITED )  
by its directors: )

  
Geoffrey Furniss

  
Guy Howard-Wills



**SCHEDULE**

**1. BSA PATENTS**

Country	Application No.	Application Date	Status	Publication No.	Publication Date	Patent No.	Expiry Date	Next Renewal Date
Europe	17899830.8	27 September 2017	Granted	3592639	15 January 2020			30 September 2024
India	201927040398	27 September 2017	Pending					
Thailand	1901005448	27 September 2017	Pending	1901005448A	20 December 2021			
USA	16490849	27 September 2017	Granted	2021107603	15 April 2021	11396349	27 September 2037	
USA	171845, 335	27 September 2017	Granted	2022/0324536	13 October 2022	11685474	27 September 2037	
Vietnam	1201905350	27 September 2017	Pending					

**2. BSI PATENTS**

Country	Appn no.	Appn date	Appn no.	Publication no.
United Arab Emirates	P6001251/2019	P6001251/2019		
Australia	2017402770	27 September 2017	AU2017402770A1	
Brazil	BR1120190184198	5 September 2019	BR112019018419A2	
Canada	3,055,059	29 August 2019	CA3055059A1	
China	2017 80088141.5	6 September 2019	CN110382342B	
Mexico	MX/A/2019/010470	3 September 2019	MX2019010470A	
New Zealand	757543	27 September 2017	WO2018/162962	
New Zealand	788651	25 May 2022	N/A	
WIPO/PCT	PCT/NZ2023/050056	25 May 2023	WO 2023/229475	

*Handwritten signatures and initials:*  
 [Signature]  
 [Signature]  
 [Initials]

3. ADDITIONAL TRADE MARKS

Country	Appln No. Regn No.	Appln/Regn Date D/M/Y	Status	Next Renewal	Trade mark	Class
International Registration (Madrid) in AU, CN, EP, UK, USA	1446671	28/11/18	Registered	28 November 2028	MANTA5	25
New Zealand	1094311	31/05/18	Registered	31 May 2028	MANTA5 (Stylised)	12 & 25
Taiwan	107075944 02006457	23/11/18	Registered	15 August 2029	MANTA5 (Stylised)	12 & 25
International Registration (Madrid) in AU, CN, EP, UK, USA	1452136	28/11/18	Registered	28 November 2028	MANTA5 (Stylised)	12 & 25

*Handwritten signature and initials: Z MW RLF NF*