

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Green Lane Products Limited		11/21/2011	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Green Lane Designs Limited		
Street Address:	2 Codicote Road		
City:	Welwyn, Herts		
State/Country:	UNITED KINGDOM		
Postal Code:	AL6 9NB		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2629406	AEROLATTE	
Registration Number:	3849303	AEROLATTE	
Registration Number:	3306509	DIABLO	
Registration Number:	4089425	LATTELON	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-999-6180		
Email:	trademarks@ip-law.co.il		
Correspondent Name:	Jonathan Agmon		
Address Line 1:	14 Shenkar Street		
Address Line 4:	Herzliya Pituach, ISRAEL 46733		
ATTORNEY DOCKET NUMBER:	5125/83		

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DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jonathan Agmon

Signature:

/Jonathan Agmon/

Date:

06/26/2013

Total Attachments: 10

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**DATED**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

**between**

**GREEN LANE PRODUCTS LIMITED**

**and**

**GREEN LANE DESIGNS LIMITED**

**THIS DEED** is dated 21 November 2011

**PARTIES**

- (1) GREEN LANE PRODUCTS LIMITED incorporated and registered in England and Wales with company number 03844160 whose registered office is at 2 Codicote Road, Welwyn, Herts, AL6 9NB United Kingdom (the "**Assignor**").
- (2) GREEN LANE DESIGNS LIMITED incorporated and registered in England and Wales with company number 06441455 whose registered office is at 2 Codicote Road, Welwyn, Herts AL6 9NB, United Kingdom (the "**Assignee**").

**BACKGROUND**

- (A) The Assignor owns the Assigned Rights (as defined below).
- (B) The Assignor has agreed to assign to the Assignee, and the Assignee has agreed to receive, the Assigned Rights on the terms set out in this assignment.

**AGREED TERMS**

**1. INTERPRETATION**

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Assigned Rights:** the Registered Rights and the Intellectual Property Rights.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) owned by the Assignor and used in connection with the Assignor's business as at the date of this agreement and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and the right to be granted renewals or extensions of, and rights to claim priority from, these rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world but in each case subject to all licences and other rights and obligations to which the Assignor may be subject.

**Registered Rights:** the registered trade marks, designs and patents and the applications short particulars of which are set out in the Schedule.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

**VATA 1994:** the Value Added Tax Act 1994.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this agreement.
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 **Writing** or **written** includes faxes but not e-mail.
- 1.10 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

## 2. **ASSIGNMENT**

In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full guarantee all its right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Registered Rights;

- (b) all goodwill attaching to any trade marks forming part of the Assigned Rights and in respect of the business relating to the goods or services for which the trade marks are registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this assignment.

### **3. VAT**

- 3.1 The Assignee and the Assignor acknowledge that section 43(1) of VATA 1994 will apply to the transfer of the Assigned Rights pursuant to this assignment.
- 3.2 If, despite clause 3.1, VAT is chargeable in connection with the transfer of the Assigned Rights under this assignment, the Assignee shall pay the Assignor the amount of that VAT immediately on receipt of the relevant VAT invoice together with a copy of confirmation from HM Revenue & Customs that VAT is payable.

### **4. FURTHER ASSURANCE**

- 4.1 The Assignor shall, at the Assignee's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this agreement, including registration of the Assignee as applicant or registered proprietor of the Trade Marks listed in the Schedule.
- 4.2 The Assignor irrevocably appoints the Assignee to be its attorney in his name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this clause. The Assignor agrees that it shall accept as conclusive and binding a written statement by any director or secretary of the Assignee that an instrument or act specified in that statement falls within the authority conferred by this clause.

### **5. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of that right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**6. ENTIRE AGREEMENT**

6.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

6.2 In entering into this agreement, each party acknowledges that it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

6.3 Nothing in this clause shall limit or exclude any liability for fraud.

**7. VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**8. SEVERANCE**

8.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

8.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**9. COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

**10. THIRD-PARTY RIGHTS**

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

## **11. NOTICES**

11.1 Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

- (a) Assignor: Gary Lane, Green Lane Products Limited, Unit 1, The Corn Works, Station Road, Radlett, WD7 8JY
- (b) Assignee: Alan Green, Green Lane Designs Limited, Unit 1, The Corn Works, Station Road, Radlett, WD7 8JY

or as otherwise specified by the relevant party by notice in writing to each other party.

11.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

11.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

11.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **12. GOVERNING LAW AND JURISDICTION**

12.1 This assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this assignment or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



**SCHEDULE  
REGISTERED RIGHTS**

**TRADE MARKS**

Country	Mark	Status	Application Number	Registration Number
EC (CTM)	AEROLATTE	Registered	002289353	002289353
EC (CTM)	AEROLATTE	Registered	007562721	007562721
EC (CTM)	<b>Diablo</b>	Registered	003966827	003966827
EC (CTM)	<b>Diablo</b>	Registered	004264321	004264321
EC (CTM)	DRYANGLES	Registered	006838767	006838767
EC (CTM)	DRYER BALLS	Registered	006077391	006077391
EC (CTM)	Dryerballs	Registered	003983723	003983723
EC (CTM)	LATTELON	Registered	008868821	008868821
EC (CTM)	SAM CODY'S	Registered	006077515	006077515
USA	AEROLATTE	Registered	78/045,377	2,629,406
USA	AEROLATTE	Registered	77/670,006	3,849,303
USA	<b>Diablo</b>	Registered	78/597,081	3,306,509
USA	LATTELON	Registered	77/942,389	4,089,425

**DESIGNS**

Country	Design/ Indication of Product	Status	Application Number	Registration Number
China	Milk Frother Stand	Registered	3309700.3	3309700.3
EC (CRD)	Cooking appliances, utensils	Registered	000045679-0001	000045679-0001
EC (CRD)	Cooking appliances, utensils	Registered	000045679-0002	000045679-0002
EC (CRD)	Cooking appliances, utensils and containers ; Milk foamers; Electrically powered whisks; Heaters [cooking]	Registered	001087878-0001	001087878-0001
EC (CRD)	Cooking appliances, utensils and containers ; Milk foamers; Electrically powered whisks; Heaters [cooking]	Registered	001727736-0001	001727736-0001
EC (CRD)	Toasters	Registered	000211354-0001	000211354-0001
EC (CRD)	Toasters	Registered	000211354-0002	000211354-0002
EC (CRD)	Flatirons and washing, cleaning	Registered	000217187-0001	000217187-0001

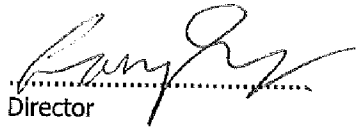
	and drying equipment			
EC (CRD)	Flatirons and washing, cleaning and drying equipment	Registered	000217187-0002	000217187-0002
EC (CRD)	Flatirons and washing, cleaning and drying equipment	Registered	000217187-0003	000217187-0003
EC (CRD)	Flatirons and washing, cleaning and drying equipment	Registered	000217187-0004	000217187-0004
EC (CRD)	Dosage containers for adding a washing agent; Capsules containing washing products; Washing, cleaning and drying equipment	Registered	000521828-0001	000521828-0001
EC (CRD)	Drying devices	Registered	000920210-0001	000920210-0001
EC (CRD)	Drying devices	Registered	000920210-0002	000920210-0002
EC (CRD)	Drying devices	Registered	000920210-0003	000920210-0003
EC (CRD)	Drying devices	Registered	000920210-0004	000920210-0004
EC (CRD)	Drying devices	Registered	000920210-0005	000920210-0005
EC (CRD)	Drying devices	Registered	000920210-0006	000920210-0006
EC (CRD)	Drying devices	Registered	000920210-0007	000920210-0007
EC (CRD)	Drying devices	Registered	000920210-0008	000920210-0008
EC (CRD)	Drying devices	Registered	000920210-0009	000920210-0009
EC (CRD)	Drying devices	Registered	000920210-0010	000920210-0010
EC (CRD)	Drying devices	Registered	000920210-0011	000920210-0011
EC (CRD)	Electrically powered whisks	Registered	000019971-0001	000019971-0001
EC (CRD)	Electrically powered whisks	Registered	00041199-0001	00041199-0001
EC (CRD)	Jugs	Registered	001784588-0001	001784588-0001
United Kingdom	Electric whisk	Registered	2091449	2091449
USA	Whisk	Registered	D/138,538	D452111
USA	Improved whisk	Registered	D/191,007	D493330
USA	Mechanical fabric softener	Registered	D/223,908	D581,765
USA	Frying pan	Registered	D/222,756	D532,246
USA	Curved pyramid drying ball with triangular nodules and patch	Registered	D/333,534	D624,260
USA	Curved pyramid drying ball with round nodules and patch	Registered	D/333,533	D609,868

USA	Combined milk heater and frother	Registered	D/337,834	D613,988
USA	Jug	Registered	29/388,962	D669,296


**Patents**

Country	Patent	Status	Application Number	Registration Number
United	Electric whisk	Registered	GB2367255	GB2367255
United States Of America	Electric whisk	Registered	09/945,942	6,558,035
EPO	Milk frothing device	Filed	EP 10710623.9	-
United States of America	Milk frothing device	Filed	13/257,344	-
PCT	Milk frothing device	Filed	PCT/GB2011/050492	-
PCT	Milk frothing device	Filed	PCT/GB2011/050493	-

Executed as a deed by Green Lane Products limited acting by Gary Lane in the presence of:

  
.....  
Director

Witness

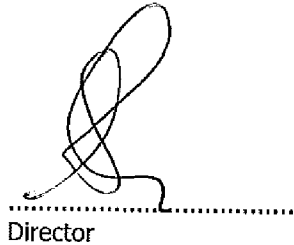
Signature.....

Name.....SALLY ANN EVANS.


Address.....11 ADENTHAM ROAD, RADCELT, WD7 8AU

Occupation.....OFFICE MANAGER.

Executed as a deed by Green Lane Designs Limited acting by Alan Green in the presence of:

  
.....  
Director

Witness

Signature.....

Name.....SALLY ANN EVANS

Address.....11 ADENTHAM ROAD, RADCELT, WD7 8AU

Occupation.....OFFICE MANAGER.