

11-03-1999



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REC... FORM COVER SHEET
TRADEMARKS ONLY

MUD 10/28/99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ **New**
- ☐ **Resubmission (Non-Recordation)**
Document ID #
- ☐ **Correction of PTO Error**
Reel # Frame #
- ☐ **Corrective Document**
Reel # Frame #

Conveyance Type

- ☒ **Assignment** ☐ **License**
- ☐ **Security Agreement** ☐ **Nunc Pro Tunc Assignment**
- ☐ **Merger** ☐ **Change of Name**
- ☐ **Other**
- Effective Date
Month Day Year
09 13 1999

Conveying Party

- ☐ Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year
09 13 1999

Formerly

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☒ **Corporation** ☐ **Association**
- ☐ **Other**
- ☒ **Citizenship/State of Incorporation/Organization**

Receiving Party

- ☐ Mark if additional names of receiving parties attached

- Name
- DBA/AKA/TA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)
- City State/Country Zip Code
- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☐ **Other**
- ☒ **Corporation** ☐ **Association**
- ☒ **Citizenship/State of Incorporation/Organization**
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

11/03/1999 DNGUYEN 00000055 082025 75505790

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01 RC:481 40.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

REEL: 001984 FRAME: 0254

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

650-857-7556

Name

Hewlett-Packard Company

Address (line 1)

Attention: James F. Struthers, Esq.

Address (line 2)

3000 Hanover Street

Address (line 3)

M/S 20B0

Address (line 4)

Palo Alto, CA 94304

Pages

Enter the total number of pages of the attached conveyance document
including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75505790

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

08-2025

Authorization to charge additional fees:

Yes

☒

No

☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any
attached copy is a true copy of the original document. Charges to deposit account are authorized, as
indicated herein.

Marie Oh Huber

Name of Person Signing

Marie Oh Huber

Signature

10/27/99

Date Signed

BLAKE DAWSON WALDRON

L A W Y E R S

Deed of Confirmation of Assignment of Trade Mark Application: United States of America

Showers International Pty Ltd

Hewlett-Packard Company

September 1999

Level 39
101 Collins Street
MELBOURNE VIC 3000
Telephone: 9679 3000
Fax: 9679 3111

Ref: JML:ALB:971219

TRADEMARK

REEL: 001984 FRAME: 0256

**DEED OF CONFIRMATION OF ASSIGNMENT OF TRADE MARK APPLICATION:
UNITED STATES OF AMERICA**

DATE 1999.

PARTIES

- (1) **SHOWERS INTERNATIONAL PTY LTD** (ACN 070 991 936) of Unit 1, 12 Redland Drive, Mitcham, Victoria 3132, Australia (the "**Assignor**")
- (2) **HEWLETT-PACKARD COMPANY**, a Delaware corporation, of 370 W. Trimble Road, California, United States of America 95131-1008 (the "**Assignee**")

RECITALS:

1. The Assignor is the owner or beneficial owner in the United States of America of a Trade Mark Application, particulars of which are set out in Schedule A (the "**Trade Mark Application**").
2. By an Asset Purchase Agreement dated the date of this deed (the "**Agreement**") the Assignor sold the Trade Mark Application to the Assignee. This deed confirms the assignment of the Trade Mark Application from the Assignor to the Assignee.

THIS DEED WITNESSES as follows:

1. **ASSIGNMENT**

1.1 **The Trade Mark Application**

For good and valuable consideration, the receipt of which is acknowledged, the Assignor confirms that, pursuant to the Agreement, it assigned to the Assignee:

- (a) its entire right, property, title and interest in and to the Trade Mark Application;
- (b) the benefit of any use of the trade mark the subject of the Trade Mark Application (the "**Trade Mark**") before its registration; and
- (c) the goodwill of the business concerned in the goods in respect of which the Trade Mark is applied to be registered; and
- (d) the benefit of any registration which may issue from the Trade Mark Application.

1.2 **Rights to Commence Action**

The Assignor further assigns to the Assignee, the Assignor's right to institute and maintain proceedings for trade mark infringement and passing off and/or misleading and deceptive conduct against any person wrongfully using the Trade Mark before, on or after the date of this deed.

2. **ASSIGNOR'S WARRANTIES AND OBLIGATIONS**

The Assignor warrants and agrees that:

- (a) the Assignor will, at the reasonable expense of the Assignee, provide to the Assignee all evidence of use of the Trade Mark which may reasonably be required by the Assignee to prosecute the Trade Mark Application to acceptance;
- (b) the Assignor will not use, or authorise any other person to use the Trade Mark, or any mark which is substantially identical or deceptively similar to it, after the date of this deed on any goods or in relation to any services without the Assignee's prior written consent;
- (c) after the date of this deed the Assignor will not, and will not assist any third party to, challenge or object to the registration or Assignee's ownership or use of the Trade Mark;
- (d) if any person challenges the validity, ownership or registration of the Trade Mark, the Assignor will supply such information as the Assignee may reasonably require to resist or defend the challenge, provided that all costs, charges and expenses in relation to such challenge shall be borne by the Assignee; and
- (e) the Assignor has not granted licences of, or other user rights under the Trade Mark, has not allowed anyone else to do so, and is not aware that anyone else has done so.

3. **COMPLETION**

The Assignor will:

- (a) at the time of execution of this deed, provide the Assignee with a copy of the Trade Mark Application and all examination reports and official documentation which has issued in relation to the Applications; and
- (b) at the expense of the Assignee, do all such things and execute all such documents as may be necessary to enable the Assignee to become registered as the proprietor, or beneficial owner, of the Trade Mark and/or any trade mark registration that may issue from the Trade Mark Application.

4. **GENERAL**

4.1 **Governing Law**

This deed governed by the law in force in the State of California.

4.2 **Submission to Jurisdiction**

The parties submit to the non-exclusive jurisdiction of the Courts of the State of California in respect of any proceedings in connection with this deed.

EXECUTED by the parties as a deed:

THE COMMON SEAL of
SHOWERS INTERNATIONAL PTY LTD
the fixing of which was witnessed by:



[Signature]
Secretary
Name (printed): W L Simpson

[Signature]
Director
Name (printed): D F. SHOWERS

For HEWLETT-PACKARD COMPANY:

[Signature]
Name: WILLIAM P. SULLIVAN
Title: SR. VICE PRESIDENT & GENERAL MANAGER

SCHEDULE A

Trade Mark Application

Country	Trade Mark	Application No.	Class	Goods	Priority Date
United States of America	SOLEDA CHIPSTRIP	75/505790	9	Luminous beacons; luminous signs; batteries; solar batteries; battery chargers; batteries for lighting; integrated circuit chips; flourescent screens used for advertising signs	17/06/98
			11	Ceiling lamps; ceiling lights; electric lights for Christmas trees; electric lamps; fairy lights for festive decoration; lamp globes; lanterns for lighting; light diffusers; luminous tubes for lighting or decoration; miners lamps; safety lamps; sockets for electric lights; parts for the aforementioned	