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U.S. Department of Commerce  
Patent and Trademark Office

## PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

## 1. Name of conveying party:

Weir Engineering Pty Limited  
PO Box 461  
Gosford, 2250  
New South Wales, Australia

## 2. Name and address of receiving party:

Name: Techweir Pty Limited  
Street Address: 15 Gindurra Road  
City: Somersby State: New South Wales Zip Code:  
Country: AustraliaAdditional name(s) of conveying party(ies) attached? ☐ yes ☒ noAdditional name(s) & address(es) attached? ☐ yes ☒ no

## 3. Nature of Conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: January 20, 1998

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No. 08/818,976 (claiming  
priority to Australian Patent No. PN8762)

B. Patent No(s).

Additional numbers attached? ☐ yes ☐ no5. Name and address of party to whom correspondence  
concerning document should be mailed:

Name: Sterne, Kessler, Goldstein &amp; Fox P.L.L.C.

Internal Address: c/o Edward J. Kessler, Esquire

Street Address: 1100 New York Ave., N.W.  
Suite 600

City: Washington State: D.C. Zip Code: 20005-3934

## 6. Total number of applications and patents involved

1

## 7. Total fee (37 C.F.R. § 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to Deposit Account

## 8. Deposit Account Number: 19-0036

04/23/1999 JSH:RAZZ 00000292 08818976

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40.00 OP

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## 9. 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.*Edward J. Kessler  
Name of Person Signing  
Registration No. 25,688

Signature

Date

Total number of pages including cover sheet, attachments and document 6

OMB NO. 0651-0011 (exp. 4/94)

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

# Deed of Assignment

**Weir Engineering Pty Limited**

(ACN 000 373 339)

and

**Techweir Pty Limited**

(ACN 081 171 879)

**FREEHILLS**  
**PATENT ATTORNEYS**

PATENTS TRADE MARKS DESIGNS

MLC Centre Martin Place

Sydney New South Wales 2000 Australia

(02) 9225 5000 Int + (61 2) 9225 5000 Facsimile (02) 9322 4000

DX 361 Sydney

Reference: Keith Borg

OFFICES IN SYDNEY AND MELBOURNE

**PATENT**  
**REEL: 9899 FRAME: 0928**

# This deed of assignment

is made on 20 January 1998 between the following parties:

1. **Weir Engineering Pty Limited**  
(ACN 000 373 339)  
of PO Box 461, Gosford, 2250 in the state of New South Wales, Australia  
(**Weir**); and
2. **Techweir Pty Limited**  
(ACN 081 171 879)  
of 15 Gindurra Road, Somersby, in the State of New South Wales,  
Australia  
(**Techweir**).

## Recitals

- A. Weir is the owner of an invention entitled "a launder arrangement, settling tank and a process for removing surface froth" (**Invention A**) which is the subject of a patent application filed in Australia as application 72705/96 (**Patent Application A**) and corresponding patent applications filed in Brazil, Canada, Finland, Mexico, Sweden and the United States of America as application PCT/AU96/00707 (**Invention A Overseas Patent Applications**).
- B. Weir is the owner of an invention entitled "flotation cell row" (**Invention B**) which is the subject of a patent application filed in Australia as Application 16344/97 (**Patent Application B**) and corresponding patent applications filed in South Africa, the United States of America and Canada as application PN8762, and in Botswana, Ghana, Lesotho, Malawi, Swaziland, Zambia, Zimbabwe and any other member state of the African Regional Industrial Property Organisation to which the application relates as application AP/P/97/00948 (**Invention B Overseas Patent Applications**).
- C. Weir wishes to assign to Techweir all the right, title and interest it has in each of:
  - (a) Invention A and Invention B (**Inventions**);
  - (b) Patent Application A and Patent Application B (**Patent Applications**); and
  - (c) the Invention A Overseas Patents Applications and Invention B Overseas Patent Applications (**Overseas Patent Applications**),including (for each of the above):
  - (a) any right to claim convention priority and the right to file applications for patents, designs, utility models or any other intellectual property rights in respect of the Inventions, or embodiments of the Inventions, in Australia and all other countries; and
  - (b) all common law, equitable and intellectual property rights therein, free from all encumbrances.

- D. Weir wishes to assign to Techweir all copyright that it owns in every drawing that depicts or relates to any of the Inventions, or embodiments of the Inventions, including without limitation drawings which have been used in the Patents Applications and the Overseas Patent Applications, free from all encumbrances.

### **This deed witnesses**

that in consideration of, among other things, the mutual promises contained in this deed, the parties agree:

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## **1 Assignment**

- 1.1 In consideration of the payment by Techweir of ten Australian Dollars (A\$10) to Weir, the receipt of which is hereby acknowledged, Weir hereby assigns to Techweir all right, title and interest that it has in the Inventions, the Patent Applications and the Overseas Patent Applications including:
- (a) any right to claim convention priority and the right to file applications for patents, designs, utility models or any other intellectual property rights in respect of the Inventions, or embodiments of the Inventions, in Australia and all other countries; and
  - (b) all common law, equitable and intellectual property rights therein, free from all encumbrances.
- 1.2 Weir assigns to Techweir, all copyright that it owns in every drawing which depicts the Inventions, or any embodiment of the Inventions, including without limitation drawings which have been used in the Patent Applications and the Overseas Patent Applications.

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## **2 Completion**

Weir undertakes to Techweir that it will execute all such documents and do all such things as Techweir may consider to be necessary, proper or desirable to enable it:

- (a) to file and or prosecute in its name any patent, design or utility model application or any application for other intellectual property rights to grant or registration in respect of the Inventions, or any embodiment of the Inventions;
- (b) to become registered as the proprietor of any patents, designs, utility models or any other intellectual property rights in or arising from the Inventions, or any embodiment of the Inventions; or
- (c) to give effect to the terms of this Deed.

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## **3 Acknowledgments**

Weir acknowledges that it was the employer of Leonard JA Wood (**Wood**) and Simon D Turner (**Turner**) at the time that Invention A was invented by them and that, prior to the execution of this Deed, Weir has taken an assignment from Wood

and Turner in the form of a deed of assignment executed prior to this Deed, a copy of which is attached.

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## **4 General**

- 4.1 Neither this Deed nor any provision hereof may be altered, modified, waived, cancelled or terminated orally, but only by an instrument in writing signed by all parties.
- 4.2 This Deed is governed by the laws of New South Wales.
- 4.3 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 4.4 This Deed shall be binding upon and shall enure to the benefit of the parties hereto, their permitted assigns and successors.

EXECUTED by the parties as a Deed:

THE COMMON SEAL of  
WEIR ENGINEERING PTY LIMITED  
ACN 000 373 339, affixed to  
this document in the presence of:

MAKIND

Director

VICTOR A KINDER

Name (please print)

Brian Pusey

Secretary/Director

Brian Pusey

Name (please print)



20 January 1998

Date Sealed

THE COMMON SEAL of  
TECHWEIR PTY LIMITED  
ACN 081 171 879, affixed to  
this document in the presence of:

MAKIND

Director

VICTOR A KINDER

Name (please print)

Brian Pusey

Secretary/Director

Brian Pusey

Name (please print)



20 January 1998

Date Sealed