

10-16-2000

Docket No.: 66339/71551-2

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101488222

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

1. Name of conveying party(ies):

Janusz BRANDEL

9.15.00

Additional name(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

SEP 15 2000

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: May 26, 1997

2. Name and address of receiving party(ies):

Name: GOYEN CONTROLS CO. PTY LIMITED

Address: ACN 00 168 098

268-292 Milperra Road

Milperra, New South Wales 2214

AUSTRALIA

City: _____ State/Prov.: _____

Country: _____ ZIP: _____

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

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

Patent Application No.

Filing date

B. Patent No.(s)

09/180,872

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John P. DeLuca

Registration No. 25,505

Address: DYKEMA GOSSETT PLLC

Suite 300 West, Franklin Square

1300 I Street, NW

City: Washington

State/Prov.: DC

Country: USA

ZIP: 20005

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☒ Authorized to be charged to deposit account

8. Deposit account number:

04-2223

10/13/2000 NTHAI1 00000342 042223 09180872

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01. FC: 501 40.00 CH

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.

John P. DeLuca

Name of Person Signing

Signature

September 15, 2000

Date

3

Total number of pages including cover sheet, attachments, and

PATENT

REEL: 011148 FRAME: 0752

This deed of assignment

is made on 26 May 1997 between the following parties:

1. **Janusz Brandel**
of 26 Minter Road, Minter, New South Wales, 2566, Australia
(Brandel)
3. **Goyen Controls Co. Pty Limited**
ACN 00 168 098
of 268-292 Milperra Road, Milperra, New South Wales 2214, Australia
(Goyen Controls) and

Recitals

- A. Brandel, in the course of his duties as an employee of Goyen Controls, invented an invention which was subsequently entitled "An Outlet Fitting" ("the Invention").
- B. On 27 May 1996, Goyen Controls file a patent application, being Australian Provisional Patent Application No. PO0101 and which will be completed by Goyen Controls, by filing a PCT application designating all countries possible at the time, ("the Patent Applications") in respect of the Invention.

This deed witnesses

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

1 Assignment

In consideration of the payment by Goyen Controls of 1 Australian Dollar (A\$1) to Brandel, the receipt of which is acknowledged, Brandel hereby assigns to Goyen Controls his right, title and interest in and to the Invention and any right, title and interest he may have in the Patent Applications, including any right to claim convention priority and the right to file applications for patents or any other intellectual property in respect of the Invention in Australia and overseas countries, together with all common law and intellectual property rights therein including but not limited to copyright, free from all encumbrances.

2 Completion

Brandel, undertakes to Goyen Controls that he will execute all such documents and do all such things as may be necessary, proper or desirable to enable Goyen Controls:

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

3 Acknowledgments

- 3.1 Brandel acknowledges, that at the time the Invention was invented, he was an employee of Goyen Controls and that he invented the invention, in the course of his employment with Goyen Controls.

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, Australia.
- 4.3 This Deed shall be binding upon and shall enure to the benefit of the parties hereto, their permitted assigns and successors.

Executed as a deed

Signed sealed and delivered by
Janusz Brandel
 in the presence of:

Witness T.A. THORNTON
 Name (please print)

26.5.97
 Date Signed

The common seal of
Goyen Controls Co. Pty Limited
 is affixed to this
 document:

PETER DESMOND HURCOMBE
 Secretary/Director
 Name (please print)

JOHN LEONARD MORTON
 Director
 Name (please print)

28/5/97
 Date Sealed

