



01-29-2003



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OMB No. 0651-0027 (exp. 5/31/2002)

U.S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies):

Ian Kenneth SHEPHERD

Additional name(s) of conveying party(ies) attached? ☐ yes ☒ no

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: November 21, 1997

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

Name: Swycheo Infrastructure Services Pty Ltd.

Street Address: Level 40, 386 Bourke Street

City: Melbourne State: Victoria Zip Code: 3000

Country: Australia

Additional name(s) & address(es) attached? ☐ yes ☒ no

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(s). 09/667,423

B. Patent No(s).

Additional numbers attached? ☐ yes ☒ no

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

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

Internal Address: c/o Jeffrey S. Weaver

1033.0180001

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: 17. Total fee (37 C.F.R. § 3.41).....\$ 40.00☐ Enclosed☒ Charge: PTO-2038 Credit Card Form Enclosed☐ Authorized to be charged to Deposit Account

8. Deposit Account Number:

19-0036

(Attach duplicate copy of this page if paying by deposit account)

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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.

Jeffrey S. Weaver

Name of Person Signing

Registration No. 45,608

Signature

Date

1-23-03Total number of pages including cover sheet, attachments and document 8Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

SRGE_DC1-95085.1

01/27/2003

01 FC:8021

40.00

PATENT
REEL: 013693 FRAME: 0444

DEED OF ASSIGNMENT OF PATENTS

THIS DEED is made the *30th* day of *October*

1997

BETWEEN

IAN KENNETH SHEPHERD of 6 Hopetoun Road, Toorak in the State of Victoria ("Shepherd")

AND

SWYCHCO INFRASTRUCTURE SERVICES PTY LTD ACN 069 586 036 of Level 40, 386 Bourke Street, Melbourne in the State of Victoria ("SIS")

AND

SWYCHCO SUPPORT SERVICES PTY LTD (ACN 003 582 214) (formerly Bonjade Pty Ltd) care of James C Hayward & Co, Level 8, 19 Pitt Street, Sydney in the State of New South Wales ("SSS")

WHEREAS:

A. Shepherd has made, and is entitled to the benefit of:

- (i) the basic applications for the protection of inventions;
- (ii) the national applications for the protection of inventions, whether or not proceeding via the Patent Co-operation Treaty signed at Washington on 19 June 1970, as that Treaty is in force in Australia from time to time;
- (iii) the international applications for the protection of inventions filed under the Patent Co-operation Treaty,

set out in the Schedule (in this Deed together and separately called "the Applications", which term includes any national and regional applications made therefrom and any national or regional patents granted therefrom); and

- (iv) letters patent granted in New Zealand as set out in the Schedule (in this Deed together and separately called "the Patent").

- B SIS is entitled to the legal and beneficial ownership of the Patent and the Applications by virtue of:
- (i) the option granted by Shepherd to SIS pursuant to clause 10 of a Supplemental Investment Agreement dated 9 December 1996 between Ian Kenneth Shepherd, SSS, NAB, SIS and The Partnership Group Pty Ltd; and
 - (ii) the holding by Shepherd of certain Applications on constructive trust in favour of SIS, in circumstances where SIS is and has always been the beneficial owner of the Applications.
- C. Shepherd has agreed to assign the Patent and the Applications to SIS on the following terms.

NOW THIS DEED WITNESSES:

1. In consideration for the assignment by Shepherd to SIS of Shepherd's whole reversionary or residual right, title and interest in and to the Patent and the Applications, SIS shall pay to Shepherd the sum of \$250 which the parties acknowledge and agree is the fair value of those rights.
2. Shepherd hereby assigns to SIS absolutely his whole reversionary or residual right, title and interest in and to:
 - (a) the Patent and the Applications;
 - (b) the inventions described in the said Patent and Applications from time to time;
 - (c) any patents issuing on the Applications;

- (d) all rights, liberties and immunities arising or to arise from the Patent, Applications and any patents issuing on such Applications (as far as the same would but for this Assignment arise or accrue to the benefit of Shepherd) including without limiting the foregoing, the right to sue for infringement occurring prior to the date of this Assignment;
 - (e) The right to apply for or obtain corresponding letters patent for the inventions the subject of the Patent in any country in the world claiming priority from the Patent and any divisionals, continuations and continuations-in-part of the Patent so far as the same may be recognised, and the right to make further applications in all parts of the world in respect of the inventions described in the Applications and in connection therewith to claim the same priority date as is claimed in the Applications and any divisionals, continuations or continuations-in-part;
 - (f) All right, title and interest in such corresponding letters patent and further applications.
3. Shepherd hereby undertakes at the expense of SIS to do all acts and execute all documents necessary or desirable for further assuring the title of SIS in the benefit of the Patent and the Applications to the intent that in the case of the Applications, any letters patent which would have issued out of the said Applications in the name of Shepherd shall issue in the name of SIS. Shepherd will do all acts, execute all documents and procure the making of any declarations or oaths necessary or required by law and will comply with any other matter or thing in order to confer title to the Patent and any letters patent granted on the Applications to SIS or to ensure that such Application shall proceed in the name of SIS and in the case of default, Shepherd hereby appoints the nominee of SIS its attorney for such purpose.
4. SSS hereby consents to the assignment by Shepherd to SIS of Shepherd's whole reversionary or residual right, title and interest in the Patents and the Applications, and assigns to SIS, SSS's whole reversionary or residual right, title and interest in the Patents and the Applications.

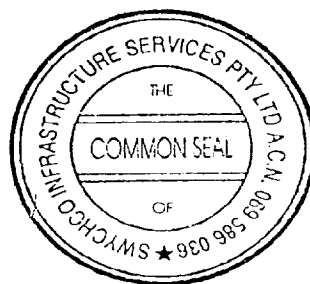
IN WITNESS WHEREOF the parties have executed this Deed the date and year hereinbefore written.

SIGNED, SEALED AND DELIVERED)
by IAN KENNETH SHEPHERD in the)
presence of:)

Shepherd

W. J. McNeill
Witness

THE COMMON SEAL of SWYCHCO)
INFRASTRUCTURE SERVICES PTY)
LTD ACN 069 586 036 was hereunto)
affixed in accordance with its Articles of)
Association in the presence of:)



[Signature]
Director

Shepherd
Director/Secretary

THE COMMON SEAL of SWYCHCO)
SUPPORT SERVICES PTY LTD ACN)
003 582 214 was hereunto affixed in)
accordance with its Articles of Association)
in the presence of:)

Barbara Shepherd
Director

Shepherd
Director/Secretary

SCHEDULE

Country	Application No.	Patent No.	Filing Date	Priority Date(s)	Applicant/ Patentee
Australia	PM9922		07.12.94		Ian Kenneth Shepherd
Australia	PM9923		07.12.94		Ian Kenneth Shepherd
Australia	PN4060		07.07.95		Ian Kenneth Shepherd
Australia	PN9636		02.05.96		Ian Kenneth Shepherd
International App'n **	PCT/AU93/00250		28.05.93	28.05.93	Ian Kenneth Shepherd
International App'n **	PCT/AU95/00827		07.12.95	07.12.94 + 07.07.95	Ian Kenneth Shepherd
International App'n **	PCT/AU96/00420		05.07.96	07.07.95 + 02.05.96	Ian Kenneth Shepherd
Australia ¹	677004 (formerly 40544/93)		28.05.93	28.05.93	Ian Kenneth Shepherd
Australia ²	41679/96		07.12.95	07.12.94 + 07.07.95	Ian Kenneth Shepherd
Canada ¹	2,163,768		28.05.93	28.05.93	Ian Kenneth Shepherd
Canada ²	unknown		07.12.95	07.12.94 + 07.07.95	Ian Kenneth Shepherd
European Patent Office* ¹	93909697.0		28.05.93	28.05.93	Ian Kenneth Shepherd
European Patent Office* ²	95940080.5		07.12.95	07.12.94 + 07.07.95	Ian Kenneth Shepherd
United Kingdom ¹	9524330.9		28.05.93	28.05.93	Ian Kenneth Shepherd
Japan ¹	500004/1995		28.05.93	28.05.93	Ian Kenneth Shepherd
Japan ²	unknown		07.12.95	07.12.94 + 07.07.95	Ian Kenneth Shepherd
New Zealand ¹	252066	252066	28.05.93	28.05.93	Ian Kenneth Shepherd
New Zealand ²	unknown		07.12.95	07.12.94 + 07.07.95	Ian Kenneth Shepherd
Singapore ¹	9600703-4		28.05.93	28.05.93	Ian Kenneth Shepherd
Singapore ²	unknown		07.12.95	07.12.94 + 07.07.95	Ian Kenneth Shepherd

Country	Application No.	Patent No.	Filing Date	Priority Date(s)	Applicant/Patentee
United States ¹	08/070,136		28.05.93	29.05.92 + 30.06.92	Ian Kenneth Shephe
United States ³	unknown		06.06.97	29.05.92 + 30.06.92 + 07.12.94 + 07.07.95	Ian Kenneth Shephe

- * designating all EPC states available at filing date
** designating all PCT states available at International filing date
1 national or regional phase of PCT/AU93/00250
2 national or regional phase of PCT/AU95/00827
3 continuation-in-part of US 08/070,136 and national phase of PCT/AU95/00827
Dates are in "dd.mm.yy" format