Form PTO-1595 (Rev. 06/04)

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To the Director of the U.S. Patent and Trademark Office. Please record the attached documents or the address(es) below..

1. Name of conveying party(ies)/Execution Date(s):

Lindsay Alfred Champion, Charles Corneles Van Dongen, Marek Robert Wambier

Execution Date(s):November 27, 2000
Additional name(s) of conveying party(ies) attached?
attached? ☐ Yes ☒ No

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

NAME: Paul Stephen-Daly

ADDRESS: 3/18 Moffat Street, South Yarra
Victoria 3141, Australia

Additional name(s) & addresses(es) attached?
☐ Yes ☒ No

3. Name of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

4. Application number(s) or patent number(s): ☐ This document is being filed together with a new application

A. Patent Application No.(s)

B. Patent No.(s)

7,046,144 B2

Additional numbers attached? ☐ Yes ☒ No

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

Name:
Address: Rothwell, Figg, Ernst & Manbeck
Suite 800
Street Address: 1425 K St., N.W.
City: Washington,
State: D.C. Zip: 20005
Telephone No.: 202/783-6040
Facsimile No.: 202/783-6031
Email Address:
Attorney Docket No. : 2936-101

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): . . . . $ 40

☐ Enclosed
☒ Authorized to be charged to deposit account
☐ None required (government interest not affecting title)

8. Deposit account number: 02-2135

Authorized User Name Robert B. Murray

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9. Signature.

Signature

May 14, 2007
Date

Robert B. Murray
Name of Person Signing

Total number of pages including cover sheet, attachments and documents: 6

CH $40.00 022135 7046144

AGREEMENT

THIS AGREEMENT is dated this 27th day of November 2000

BETWEEN Transent Pty Limited, A.C.N. 080 474 951 of 2 Jackson Street, Toorak, Victoria 3142 (hereinafter "Transent")

AND Sectec Pty Ltd, A.C.N. 095 171 323 (hereinafter "Sectec"), **Charles Corneles Van Dongen** (hereinafter "Van Dongen"), **Lindsay Alfred Champion** (hereinafter "Champion") **Cary Douglas Charman Sandell** (Hereinafter "Sandell") and **Marek Robert Warmbier** (Hereinafter "Warmbier") of 146 Hawthorn Road, Caufield, Victoria, 3161.

WHEREAS Paul Stephen-Daly has invented the concept/idea for an electronic theft deterrent system called **Sequrit** and licensed it to Transent to exploit. Details of **Sequrit** were confidentially disclosed by Transent to Sectec, Van Dongen, Champion, Sandell and Warmbier, as outlined in the attached annexure to this Agreement entitled "Proprietary Information Document" Known (hereinafter as "The Product").

AND WHEREAS Sectec, Van Dongen, Champion, Sandell and Warmbier have agreed to research, develop and perfect the product in readiness for patent applications and presentation and demonstration to investors and/or manufacturers including the construction of fully operational prototypes and any other accessories pertinent to the operation of the product for Transent.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 Sectec, Van Dongen, Champion, Sandell and Warmbier agree that Paul Stephen-Daly is the owner of all intellectual property rights associated with the development of the product referred to in the attached annexure and agree not to challenge or lay claim to any of the intellectual property rights which will be applied for and/or obtained by Paul Stephen-Daly in relation to the product or accessories to the product developed by Sectec, Van Dongen, Champion, Sandell and Warmbier.

2 Sectec, Van Dongen, Champion, Sandell and Warmbier agree to assist Transent in the research and development of the product, and further agree that all intellectual property, including inventions, designs, copyright, including copyright to circuitry or computer software programs which occur during the development of the product and that form directly or indirectly a part of or the whole of the product or accessories to the product shall be the sole and exclusive property of Paul Stephen-Daly at all times and that Sectec, Van Dongen, Champion, Sandell and Warmbier agree to sign such documentation, including assignments which may be required to transfer ownership of any such intellectual property developed by Sectec, Van Dongen, Champion, Sandell and Warmbier to Paul Stephen-Daly.

3 In consideration of the above defined research and development assistance and agreements by Sectec, Van Dongen, Champion, Sandell and Warmbier, Transent agrees to pay Sectec two and one half percent (2.5%) of the net royalties received from licensed manufacturers of the product who produce the product developed under this agreement.

4 Transent agrees that the said licensing royalty payment to Sectec shall continue as long as Transent receives licensing royalty payments from licensees licensed to manufacture the product developed under this agreement.

5 Transent agrees that Sectec or any person authorised by Sectec shall have the right to inspect the books of Transent in relation to manufacture, sale and royalty payments in connection with the product developed under this agreement at any mutually convenient time during business hours.

6 Sectec, Van Dongen, Champion, Sandell and Warmbier agree that Sectec shall bear all costs and expenses associated with the research and development of the product to completion including the supply of all product blue prints and finished drawings, schematic diagrams, circuit design layout drawings, preliminary patent material, Trade Mark designs, component specifications, systems operating procedures manual, technical language support for composition of product licensing sales pitch, supply of product component visual sales aids, product component and systems thermal & mechanical testing certification and technical support in the writing of product licensing manuals including demonstration prototypes and accessories and shall not hold Paul Stephen-Daly or Transent responsible or liable for any costs or expenses incurred in the research and development of the product nor for any unforseen events or circumstances that may render the continuance of the project uneconomically viable.

7 Sectec agrees that it will provide the services of one of the Directors of Sectec or other qualified person to attend meetings with respective or prospective investors or manufacturers in Australia and overseas and that all travel and accommodation expenses incurred for these purposes shall be paid by the Company to be formed after the development and completion of the product.

8 Sectec, Van Dongen, Champion, Sandell and Warmbier agree that the research and development of the product will be completed by 31 August 2001 and that in the event that completion is not achieved by this date, Transent is at liberty to appoint an alternative electronics design company to complete the development.

9 Without limiting Clause 1 & 2 Transent may terminate this Agreement immediately by giving notice in the event that Sectec stops or suspends or threatens to stop or suspend payment of all or a class of its debits; is insolvent within the meaning of section 95A of the Corporations Law; must be presumed by a court to be insolvent by reason of section 459C(2) of the Corporations Law; fails to comply with a statutory demand (within the meaning of section 459F(1) of the Corporations Law); has an administrator appointed over all or any of its assets or undertaking or any step preliminary to the appointment of an administrator is taken; has a controller within the meaning of section 9 of the Corporations Law or similar officer appointed to all or any of its assets or undertaking; or has an application or order made, proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.

10 Sectec, Van Dongen, Champion, Sandell and Warmbier agree that Clauses 1 & 2 will continue to apply after termination of this Agreement.

11 Upon the passing of the completion date and the successful completion of the product, Sectec, Van Dongen, Champion, Sandell and Warmbier may assign it's rights under this agreement provided that the rights of Transent and Stephen-Daly are adequately protected and are in no way diminished by any such assignment.

12 This agreement shall be governed and interpreted under the laws of the state of Victoria and the parties hereto submit to the exclusive jurisdiction of the courts of Victoria and courts competent to hear appeals from those courts.

Signed for and on behalf of Sectec Pty Ltd A.C.N. 095 171 323 on the above date:

.....
Charles Corneles Van Dongen (Director)

.....
Lindsay Alfred Champion (Director)

.....
Cary Douglas Charman Sandell (Director)

Signed by:

.....
Charles Corneles Van Dongen

.....
Lindsay Alfred Champion

.....
Cary Douglas Charman Sandell

.....
Marek Robert Warmbier

In the presence of:

Signature.....

Name Geoff Waldron

Address 3/115 Dandenong Rd East Frankston 3199

Signed for and on behalf of Transent Pty Limited A.C.N. 080 474 951

.....
Paul Stephen Daly

PROPRIETARY INFORMATION DOCUMENT: (Annexure)

SEQUIRIT: a two part electronic theft deterrent system for the protection of portable electrical & electronic appliances and equipment -

Invented by: Paul Stephen-Daly **Licensed to: Transent Pty Limited.**

(Description for Patent Application)

Basic Description:

1. **Sequrit** is a two part electronic theft deterrent system for the protection of portable electrical and electronic appliances, such as Computers, TV's, VCR's, hi fi's, facsimiles, microwave ovens, and the like, hereinafter known as, ('The Appliance' or 'Appliance'). One part of the system, hereinafter known as ('The Receiver'), consists of an electronically programmable control device integrated with 'the appliance's' microprocessor circuitry, which renders 'the appliance' inoperable, and "arms" (i.e. sets to the "ready" state) an audible alarm located inside 'the appliance' should the mains power supply be disconnected, as is the case when 'the appliance' is being stolen. If 'the appliance' is then physically moved, the audible alarm sounds.

2. The second part of the Sequrit system consists of a small portable electronically programmable security protected programming/resetting device hereinafter known as, ('The Transducer'), which is plugged into the mains power supply and used by the owner or authorised user of 'the appliance', hereinafter known as ('The Owner') to send pre-programmed electronic identification instruction codes to 'the appliance' via the mains wiring to:

- Program 'the receiver' to the operable state, such that any subsequent disconnection of the mains power supply will render 'the appliance' inoperable and arm the audible alarm;
- Reset 'the receiver' following an authorised or accidental disconnection of the mains power supply, to render 'the appliance' operable and disarm or silence the audible alarm;
- Switch 'the receiver' off or on, so that the **Sequrit** system may be temporarily disabled;
- De-program 'the receiver' to restore 'the appliance' to its unprogrammed state.

'The transducer' also has an automatic reset feature whereby, when left plugged in to the mains power supply, 'the transducer' will automatically transmit a reset signal to 'the appliance' immediately after the mains power supply is restored following a mains power supply interruption.

3. The **Sequrit** system hardware/software within 'the appliance' is required to perform at least the following separate functions:

- Detect loss of mains power supply at 'the appliance';
- Arm (i.e. set to the 'ready' state) an audible alarm or other warning device within 'the appliance' when loss of mains power supply is detected;
- Initiate the armed audible alarm or warning device, using a motion detector device, if 'the appliance' is physically moved following loss of mains power supply;

- Produce the sound required for the audible alarm or warning, using an independent power source, such as a rechargeable battery or "Supercap" capacitor;
- Cause the audible alarm to stop sounding (but remain in the armed state) one minute after the last detection of movement.
- Disable an embedded microprocessor or other programmed control device within 'the appliance' when loss of mains power supply is detected;
- When in "unprogrammed" mode, accept an 'owner' initiated instruction to change to "ready to program" mode for a limited time, and then revert to "unprogrammed" mode
- Receive and read encoded information from the 'transducer', and use it to (a) program and activate the Sequrit system when in "ready to program" mode; (b) disarm or silence the alarm as applicable, and render 'the appliance' operable following an operation of the Sequrit system and reconnection of the mains power supply; (c) switch the Sequrit system on or off; and (d) de-program and deactivate the **Sequrit** system, including the erasure of the 'PIN' from 'the receiver's' memory. (Note: (b) (c) and (d) must be preceded by a verification of the 'PIN')
- Reject incorrect or invalid coded information from any source;
- Resist attempts to discover the 'PIN', e.g. by locking out for a preset time after a predetermined number of consecutive incorrect codes have been received or read.

4. The 'transducer' is required to perform the following functions:

- Store information in coded form that uniquely identifies the device and by extension 'the owner' of 'the appliance', for example by means of a re-programmable 'PIN';
- Allow manual operations only after 'the transducer' has been plugged into a mains power outlet and a 'PIN' has been programmed and then entered prior to each use.
- Transmit coded identification instruction signals via the mains wiring when plugged into a mains power outlet, to program, reset, switch on or off, or re-program 'the receiver' following manual input;
- When plugged into a mains power outlet, automatically transmit coded identification instruction signals to reset 'the receiver' immediately following restoration of mains power supply after an interruption;
- By means of a suitable movement detector device, erase the 'PIN' each time 'the transducer' is unplugged from the mains power outlet.

5. The 'transducer' is a programming/resetting device which sends or transmits electronically coded information to 'the receiver' in 'the appliance' and consists of both user programmable and pre-programmed memory circuitry, and componentry to send or transmit the coded electronic information in a suitable format to 'the receiving' circuit in 'the appliance', together with circuits and componentry to prevent operation of 'the transducer' unless a user programmable 'PIN' is programmed and then entered prior to each function by means of an input device such as a keypad. Also incorporated in 'the transducer' is a motion detector device that erases the 'PIN' if 'the transducer' is unplugged from the mains power supply. The electronic information generated by 'the transducer' can be sent or transmitted by any suitable means including, but not limited to, radio frequency signalling, infra red signalling, or ultra sonic signalling. If radio frequency signalling is used, 'the appliance' mains power lead and the mains wiring within a building or installation may be included in the signal path.