

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Curtin University of Technology	06/08/2006
RECEIVING PARTY DATA	
Name:	Complex Systems Research Limited
Street Address:	CPC1, Capital Park
Internal Address:	Fulbourn
City:	Cambridge
State/Country:	UNITED KINGDOM
Postal Code:	CB21 5XE
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10684745
Patent Number:	6411627
CORRESPONDENCE DATA	
Fax Number:	(000)000-0000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	+44-7962-437270
Email:	vaughan@complexsystemsresearch.com
Correspondent Name:	Vaughan William Wittorff
Address Line 1:	Complex Systems Research Limited
Address Line 2:	5 Regency Square
Address Line 4:	Cambridge, UNITED KINGDOM CB1 3WL
ATTORNEY DOCKET NUMBER:	ANTI-DEADLOCK ASSN2 & CCT
NAME OF SUBMITTER:	Vaughan William Wittorff
Total Attachments: 16 source=Anti-Deadlock_Patent_Deed_s4obliterated#page1.tif	

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**DEED OF ASSIGNMENT
OF INTELLECTUAL
PROPERTY RIGHTS**

By:

**CURTIN UNIVERSITY OF
TECHNOLOGY
(ABN 99 143 842 569)**

to:

**COMPLEX SYSTEMS RESEARCH
LIMITED
(Registered in England & Wales, Company
No. 5606386)**

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THIS DEED is made on Thursday, the 8th of June 2006.

Parties:

CURTIN UNIVERSITY OF TECHNOLOGY, (ABN 99 143 842 569) a body corporate established pursuant to the provisions of the Curtin University of Technology Act 1966, as amended, having its principal office at Kent Street, Bentley, Perth, Western Australia ("Curtin")

And:

COMPLEX SYSTEMS RESEARCH LIMITED, (Company No. 5606386) a body corporate registered in England & Wales (the "Company")

RECITALS:

- A. Curtin has developed the Technology and has filed the Patent Application.
- B. The purpose of this Deed is to assign the ownership of the Technology Rights.
- C. Curtin has agreed to assign all its rights, title and interest in and to the Technology Rights in the Territory to the Company, on the terms and conditions set out in this Agreement.

OPERATIVE PART:

1.0 DEFINITIONS

In this Deed, unless the contrary intention appears:

"IP Rights" means statutory and other proprietary rights in respect of trade marks, designs, patents, circuit layouts, copyrights, confidential information, know-how and all other rights with respect to intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967;

"Patent Application" means Australian provisional application number AU2002(0)952023 20021014 and subsequent US patent application number 10/684,745 or US2003(0)684745 20031014 and publication number US2004(0)076122, titled "Implementation of constraints to ensure deadlock avoidance in networks" and includes without limitation:

- (a) the right to apply for and obtain patents worldwide in respect of the inventions the subject of the Patent Application;
- (b) all the benefits and rights in relation to and arising from the Patent Application worldwide;
- (c) all other rights, powers, liberties and immunities arising from or to arise from any applications and from any letters patent granted in relation to the Patent Application.

"Technology" means inventions developed by Curtin related to routing or switching algorithms to avoid deadlocks in networks.

“Technology Rights” means any present or future IP Rights in or related to the Technology including, without limitation, the Patent Application;

“Other Technology Rights” means any present or future IP Rights in or related to inventions not developed by Curtin but owned by the Company, that are related to routing or switching algorithms to avoid deadlocks in networks;

“Territory” means the world.

2.0 INTERPRETATION

In this Deed, unless the contrary intention appears:

- (a) reference to a party includes a reference to its personal representatives, successors and assigns;
- (b) singular words include the plural and plural words include the singular;
- (c) neuter words include the masculine and feminine;
- (d) words importing persons include natural persons and corporations;
- (e) the headings do not affect the interpretation or construction of this Deed;
- (f) references to recitals, clauses, paragraphs or schedules are references to recitals, clauses, paragraphs or schedules in this Deed; and
- (g) reference to any statute in this Deed includes a reference to that statute as amended, modified or replaced and includes orders, ordinances, regulations, rules and by-laws made under or pursuant to that statute.

3.0 ASSIGNMENT OF RIGHTS

3.1 Effective Date

This Deed becomes binding on the parties upon execution (**“Effective Date”**).

3.2 Assignment

Curtin hereby confirms as owner of the Technology Rights that the Technology Rights and any and all inventions disclosed in the Technology Rights are assigned to the Company free from encumbrances for the consideration specified in clause 4 as of the Effective Date. For the avoidance of doubt, such Technology Rights will include (without limitation) all rights arising in the Territory together with:

- (a) all rights, powers, liberties and immunities arising, or to arise, from the Technology Rights and the inventions disclosed in the Technology Rights including the right to sue for damages and all other remedies in respect of infringement of the Patent Application which may have occurred prior to the Effective Date.
- (b) all rights of Curtin to any and all causes of actions relating to any of the inventions or discoveries described in the Technology Rights.

4.0 CONSIDERATION

4.1 Commercialization of the Technology Rights via Direct Sales

THIS SECTION OF THE DEED IS IRRELEVANT FOR THE PURPOSES OF ASSIGNMENT,
AND HAS BEEN OBLITERATED ON THIS COPY.

5.0 VARIATION

A provision of or right or obligation created under this Deed may not be varied, modified or waived except in writing signed by two duly authorised signatories of the Company.

6.0 NOTICES

Any demand, consent, notice or other communication ("**notice**") authorised or required to be made under this Deed shall be in writing, signed by a person duly authorised by the sender and may be given by facsimile, posted by courier, or hand to a party addressed as follows:

Curtin

Name: Conrad Crisafulli
Address: GPO Box U1987, Perth, WA 6845, Australia
Facsimile Number: +61-(0)8-9266 3048

The Company

Name: Vaughan Wittorff
Address: 35 Hills Road, Cambridge CB2 1NT, UK

A notice will be deemed to have been given and served:

- (a) where delivered by hand during normal business hours on a business day shall be deemed to have been given on that day or in any other case of hand delivery shall be deemed to have been given on the business day following the delivery;
- (b) where dispatched by facsimile transmission, on production of a transmission report by the machine from which the facsimile was sent which indicates the facsimile was sent to the facsimile number of the recipient;
- (c) where posted by courier, on production of proof from the courier company of delivery or delivery refusal, showing a replica of the recipient's signature or that of their representative.

7.0 COSTS

Each party shall be responsible for its own legal and other costs incurred in the preparation of this Deed.

8.0 WAIVER

Any failure by a party to compel performance by other parties of any of the terms and conditions of this Deed shall not constitute a waiver of those terms or conditions, nor shall it affect or impair the right of the first mentioned party to enforce them at a later time or to pursue remedies it may have for any subsequent breach of those terms and conditions.

9.0 FURTHER DOCUMENTS

Each party to this Deed will enter into and execute all documents and deeds and do all acts as may be reasonably required by one or more of the other parties to effectively carry out the terms and intentions of this Deed.

10.0 ENTIRE DOCUMENT

This Deed constitutes the entire understanding and agreement between the parties as to its subject matter and supersedes any and all other agreements, representations or statements by either of the parties or their officers, employees or agents, whether oral or in writing, made prior to the date of this Deed.

11.0 GOVERNING LAW AND JURISDICTION

This Deed is governed by the law in force in England and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of England & Wales.

12.0 WARRANTIES

12.1 Scope of Warranty

Subject to paragraph 11.2, Curtin represents and warrants to the Company that:

- (a) it owns the entire right, title and interest to the Patent Application, free and clear of any liens and encumbrances;
- (b) it possesses the right and power to enter into this Deed and grant the rights granted herein;
- (c) no licences have ever been granted by it under the Patent Application;
- (d) to the best of its knowledge it is not aware of any prior art that would affect the validity of the Patent Application;
- (e) to the best of its knowledge it has not engaged in, and is not aware of, any material conduct, and has not omitted to perform any necessary act, which would invalidate the Patent Application or preclude their enforceability; and
- (f) the Patent Application is subsisting, and all maintenance fees and annuities to date have been paid.

12.2 Limitation of warranty

Curtin makes no warranties:

- (a) as to the validity or enforceability of the Patent Application;
 - (b) that the practice of the Patent Application does not infringe any third party patent; and
 - (c) of merchantability or fitness for a particular purpose.
-

EXECUTED AS A DEED

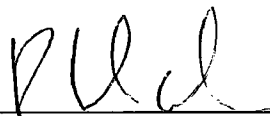
SIGNED for and on behalf of **COMPLEX SYSTEMS RESEARCH LIMITED** by:



SIGNATURE
Director / Secretary

VAUGHAN WITTORFF
NAME (PLEASE PRINT)

in the presence of:



SIGNATURE
Director

R K W HASELWIMMER
NAME (PLEASE PRINT)

in the presence of:



SIGNATURE OF WITNESS

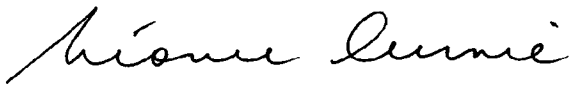
CONRAD CIRICAFULLI
NAME (PLEASE PRINT)



SIGNATURE OF WITNESS

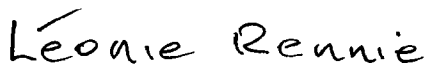
Philip McBrien
NAME (PLEASE PRINT)

SIGNED sealed and delivered
for and on behalf of
CURTIN UNIVERSITY OF TECHNOLOGY
by Pro Vice-Chancellor (Research and Development):



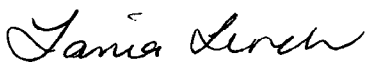
SIGNATURE
Pro Vice-Chancellor
(Research and Development)

Acting



NAME (PLEASE PRINT)

in the presence of:



SIGNATURE OF WITNESS



NAME (PLEASE PRINT)

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"Patent" means US patent number 6,411,627, titled "Switching protocol providing controlled access to available asynchronous network service", and the preceding Australian provisional application number AU1994PM06993 19940725 and subsequent Australian PCT application number WO1995AU00451 19950725 and international publication number WO9603824 and Australian patent application number AU19950029903(D) 19950725 and Australian patent number AU2990395 and US patent application number US19970776237 19970313, and includes without limitation:

- (a) the right to apply for and obtain patents worldwide in respect of the inventions the subject of the Patent;
- (b) all the benefits and rights in relation to and arising from the Patent worldwide;
- (c) all other rights, powers, liberties and immunities arising from or to arise from any applications and from any letters patent granted in relation to the Patent.

“Technology” means inventions developed by Curtin related to controlled aggregate switching based on a count of unserved traffic having arrived from a particular input port.

“Technology Rights” means any present or future IP Rights in or related to the Technology including, without limitation, the Patent;

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The Company

Name: Vaughan Wittorff
Address: 35 Hills Road, Cambridge CB2 1NT, UK
Facsimile Number: +1-941-8279912

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- (c) no licences have ever been granted by it under the Patent;
- (d) to the best of its knowledge it is not aware of any prior art that would affect the validity of the Patent;
- (e) to the best of its knowledge it has not engaged in, and is not aware of, any material conduct, and has not omitted to perform any necessary act, which would invalidate the Patent or preclude their enforceability; and
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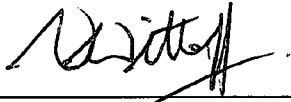
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 - (c) of merchantability or fitness for a particular purpose.
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EXECUTED AS A DEED

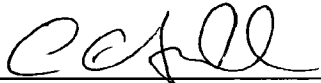
SIGNED for and on behalf of **COMPLEX SYSTEMS RESEARCH LIMITED** by:



SIGNATURE
Director / Secretary

VAUGHAN WITTERFF
NAME (PLEASE PRINT)

in the presence of:



SIGNATURE OF WITNESS

C. CRISAFULLI
NAME (PLEASE PRINT)



SIGNATURE
Director

P. K. W. HASELWIMMER
NAME (PLEASE PRINT)

in the presence of:



SIGNATURE OF WITNESS

Philip McBrien
NAME (PLEASE PRINT)

SIGNED sealed and delivered
for and on behalf of
CURTIN UNIVERSITY OF TECHNOLOGY
by Pro Vice-Chancellor (Research and Development):



SIGNATURE
Pro Vice-Chancellor
(Research and Development)

Lianne Rennie

NAME (PLEASE PRINT)

in the presence of:



SIGNATURE OF WITNESS

Tania Lerch

NAME (PLEASE PRINT)