

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Andrew John GALLAGHER	03/15/2010
Donald Innes Wallace	03/15/2010
RECEIVING PARTY DATA	
Name:	Phoenix Engineering Systems Pty Ltd
Street Address:	Unit 6, 7 Salisbury Road
City:	Castle Hill NSW
State/Country:	AUSTRALIA
Postal Code:	2154
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12678861
CORRESPONDENCE DATA	
Fax Number:	(216)579-6073
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	216-579-1700
Email:	anolan@peame.com
Correspondent Name:	PEARNE & GORDON LLP
Address Line 1:	1801 EAST 9TH STREET
Address Line 2:	SUITE 1200
Address Line 4:	CLEVELAND, OHIO 44114-3108
ATTORNEY DOCKET NUMBER:	PESP-46593
NAME OF SUBMITTER:	Richard A. Sharpe
<p>Total Attachments: 3</p> <p>source=Assignment#page1.tif</p> <p>source=Assignment#page2.tif</p>	

CH \$40.00 12678861

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PATENT
REEL: 024100 FRAME: 0779

ASSIGNMENT OF AN INVENTION

BETWEEN

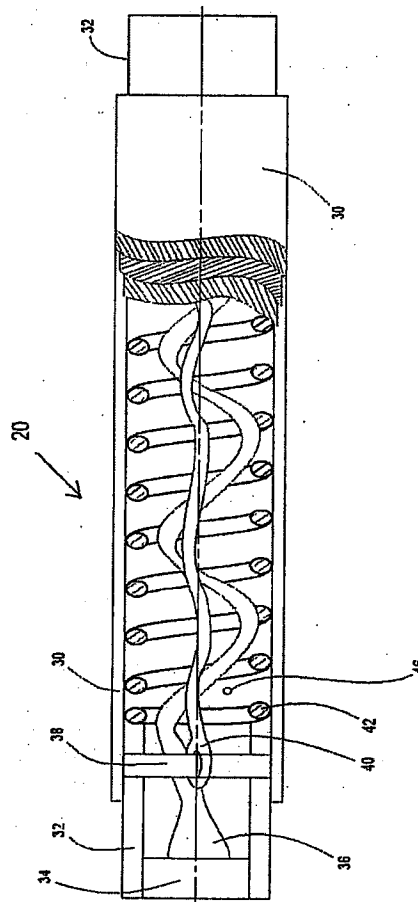
Phoenix Engineering Systems Pty Ltd [acn 120 021 034]

AND

Donald Innes Wallace, Andrew John Gallagher

FOR THE INVENTION

Vibration Isolation Section



[Handwritten signature]
[Handwritten signature]

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ASSIGNMENT

15 MARCH 2010

THIS AGREEMENT is made on 15 March 2010

BETWEEN

1. Phoenix Engineering Systems Pty Ltd [acn 120 021 034] ('the ASSIGNEE')
of Unit 6, 7 Salisbury Road CASTLE HILL NSW 2154 Australia;

AND

2. the parties listed in schedule 1 ('the ASSIGNORS');

WHEREAS

3. each party listed in schedule 1 is an ASSIGNOR;
4. each ASSIGNOR contributed to the creation and development of an invention that is the subject of this agreement (the 'INVENTION') illustrated by an embodiment of the INVENTION shown or described in schedule 2 herein;
5. the INVENTION was created and developed by each ASSIGNOR in the ordinary course of employment or engagement with the ASSIGNEE;
6. each ASSIGNOR may have also contributed to the creation, development and authoring of other intellectual property associated with the INVENTION including artistic and literary works, industrial designs, and trademarks ('ASSOCIATED INTELLECTUAL PROPERTY');
7. the ASSOCIATED INTELLECTUAL PROPERTY was created, developed and or authored by each ASSIGNOR in the ordinary course of employment or engagement with the ASSIGNEE;
8. each ASSIGNOR acknowledges that all rights to the INVENTION and ASSOCIATED INTELLECTUAL PROPERTY to which the respective ASSIGNOR contributed to the creation, development and or authoring of is the property of the ASSIGNEE, including as applicable all rights to, and or rights to apply for patents, design registrations, trade mark registrations and copyright or other forms of statutory intellectual property protection;

THE AGREEMENT

9. each ASSIGNOR:
 - a. agrees and or acknowledges that in relation to the respective portion of contribution the ASSIGNOR made to the creation and development of the INVENTION, and to the creation, development and or authoring of ASSOCIATED INTELLECTUAL PROPERTY:
 - i. that creation and development of the INVENTION was conducted in the ordinary course of employment or engagement with the ASSIGNEE;
 - ii. the creation, development and or authoring of ASSOCIATED INTELLECTUAL PROPERTY was conducted in the ordinary course of employment or engagement with the ASSIGNEE;
 - iii. the ASSIGNEE is entitled to ownership of the INVENTION and ASSOCIATED INTELLECTUAL PROPERTY including as applicable all rights to and or to apply for patents, design registrations, copyright and trade mark registrations;
 - b. in any event in relation to the respective portion of contribution the ASSIGNOR made to the creation and development of the INVENTION, and to the creation, development and or authoring of ASSOCIATED INTELLECTUAL PROPERTY assigns ownership and all other rights to the INVENTION and ASSOCIATED INTELLECTUAL PROPERTY including all rights to and or to apply for patents, design registrations, copyright and trade mark registrations to the ASSIGNEE;

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ASSIGNMENT

15 MARCH 2010

- c. agrees and undertakes to execute all documents requested of them to give full legal effect to the rights to and ownership of the INVENTION and ASSOCIATED INTELLECTUAL PROPERTY including as applicable all rights to and or to apply for patents, design registrations, copyright and trade marks to the ASSIGNEE;
- d. acknowledges they have received one dollar from the ASSIGNEE as valuable consideration for providing the acknowledgements and undertakings in this agreement, and as valuable consideration for assignment of ownership and all other rights to the INVENTION and ASSOCIATED INTELLECTUAL PROPERTY;

10. This AGREEMENT is governed by the laws of New South Wales.

SIGNED as an agreement by the signatory parties listed in schedule 3

schedule 1

full legal name	address
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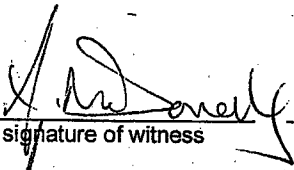
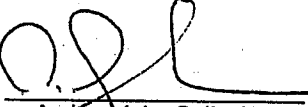
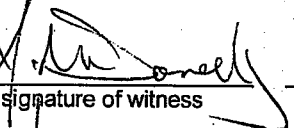
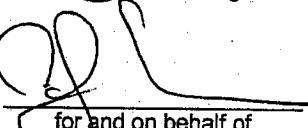
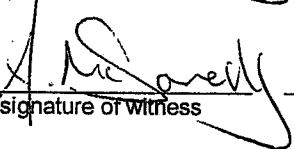
Donald Innes Wallace	Unit 6, 7 Salisbury Road CASTLE HILL NSW 2154 Australia
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Andrew John Gallagher	Unit 6, 7 Salisbury Road CASTLE HILL NSW 2154 Australia
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schedule 2

The INVENTION an embodiments of the INVENTION	are described and defined in PCT application number PCT/AU2008/001371 filed 17 September 2008 by Phoenix Engineering Systems Pty Ltd [acn 120 021 034]
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schedule 3

 Donald Innes Wallace	15/3/2010 date	 signature of witness	ANDREW DONNELLY name of witness
 Andrew John Gallagher	15-3-2010 date	 signature of witness	ANDREW DONNELLY name of witness
 for and on behalf of the ASSIGNEE by Andrew John Gallagher, Managing Director	15.3.2010 date	 signature of witness	ANDREW DONNELLY name of witness

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