

# PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Miguel Guimaraes	05/16/2010
<b>RECEIVING PARTY DATA</b>	
Name:	CQMS Pty Ltd
Street Address:	36 Enterprise Street
City:	Mackay, Queensland
State/Country:	AUSTRALIA
Postal Code:	4740
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	29362308
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(832)446-2452
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	832-446-2400
Email:	WCPatent@counselip.com
Correspondent Name:	WONG, CABELLO, LUTSCH, RUTHERFORD & BRUC
Address Line 1:	20333 SH 249 6th Floor
Address Line 4:	HOUSTON, TEXAS 77070
ATTORNEY DOCKET NUMBER:	968-0016US
NAME OF SUBMITTER:	Billy C. Allen III
<b>Total Attachments: 6</b> source=deedofassignment_968_0016US#page1.tif source=deedofassignment_968_0016US#page2.tif source=deedofassignment_968_0016US#page3.tif source=deedofassignment_968_0016US#page4.tif source=deedofassignment_968_0016US#page5.tif	

CH \$40.00 29362308

**501270922**

**PATENT**  
**REEL: 024880 FRAME: 0480**



## DEED OF CONFIRMATION OF ASSIGNMENT

This Deed is made effective the 16<sup>th</sup> of May 2010.

### Parties

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**Between:**            **MIGUEL GUIMARAES**  
                             c/- 36 Enterprise Street, Mackay, Queensland, 4740  
                             ("Guimaraes");

**And:**                **CENTRAL QUEENSLAND MINING SUPPLIES PTY LTD**  
                             36 Enterprise Street, Mackay, Queensland, 4740  
                             ("Central Queensland")

**And:**                **CQMS PTY LTD**  
                             36 Enterprise Street, Mackay, Queensland, 4740  
                             ("CQMS")

### Background

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- A.    CQMS is the applicant in respect of the Intellectual Property.
- B.    Guimaraes has made a contribution to the Design.
- C.    Guimaraes is employed by Central Queensland and acknowledges that his entire right, title and interest in and to the Intellectual Property, including the legal and beneficial ownership thereof, vests with Central Queensland by virtue of his employment with Central Queensland at all material times.
- D.    Central Queensland acknowledges that, by virtue of a previous agreement with CQMS, Central Queensland has an obligation to assign to CQMS its entire right, title and interest in and to the Intellectual Property, including without limitation the legal and beneficial ownership thereof.
- E.    The parties have entered into this Deed for the purpose of confirming that the entire right, title and interest in and to the Intellectual Property, including without limitation the legal and beneficial ownership thereof, vests solely with CQMS.

### Agreed Terms

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#### DEFINITIONS AND INTERPRETATION

The following words have these meanings in this Deed:

**"Design applications"** means the design applications listed in Schedule 1.

**"Design"** means the design which is the subject of the Design Applications listed in Schedule 1.

**"Intellectual Property"** means the Design applications, and the Design.

## **Operative Provisions**

**THIS DEED WITNESSES:** pursuant to the foregoing and in consideration of the sum of ten dollars (\$10.00) paid to Central Queensland by or on behalf of CQMS, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed between the parties as follows:

1. Guimaraes hereby confirms assignment to Central Queensland of his entire right, title and interest in and to the Intellectual Property, and the legal and beneficial ownership thereof, including without limitation:
  - a. the right to claim Convention priority therefrom and to any patent or registered design granted pursuant to the Intellectual Property in all countries of the world including without limitation Australia and the United States of America; and
  - b. the right to protect the Intellectual Property from infringement and to defend the Intellectual Property.
2. Guimaraes hereby undertakes at the expense of Central Queensland to do all acts and execute all documents necessary or desirable for:
  - a. further assuring the title of Central Queensland to the Intellectual Property;
  - b. obtaining and securing for the Intellectual Property any patent, registered design and corresponding protection in all countries of the world including without limitation Australia and the United States of America; and
  - c. protecting the Intellectual Property from infringement or defending the Intellectual Property.

3. Central Queensland hereby confirms assignment to CQMS of its entire right, title and interest in and to the Intellectual Property, and the legal and beneficial ownership thereof, including without limitation:
  - a. the right to claim Convention priority therefrom and to any patent or registered design granted pursuant to the Intellectual Property in all countries of the world including without limitation Australia and the United States of America; and
  - b. the right to protect the Intellectual Property from infringement and to defend the Intellectual Property.
4. Central Queensland hereby undertakes at the expense of CQMS to do all acts and execute all documents necessary or desirable for:
  - a. further assuring the title of CQMS to the Intellectual Property;
  - b. obtaining and securing for the Intellectual Property any patent, registered design and corresponding protection in all countries of the world including without limitation Australia and the United States of America; and
  - c. protecting the Intellectual Property from infringement or defending the Intellectual Property.
5. No variation of this Deed will be of any force or effect unless it is in writing and signed by the parties.
6. This Deed is governed by the laws of Queensland, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.
7. Each of the parties warrants:
  - a. that the name, details of the incorporation (as applicable) and address of the party are correctly stated herein; and
  - b. its power to enter into this Deed.
8. This Deed will be binding on, and enure for the benefit of, each of the parties and their respective successors in title and permitted assigns.

9. This Deed may be executed in counterparts. Both counterparts together will be taken to constitute one instrument.

## Schedule 1

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Official No.	Title	Property Type	Country	Application Date
14862/2009	A LOCKING PIN ASSEMBLY FOR AN EXCAVATOR WEAR MEMBER	Design Application	Australia	11 December 2009
329183	A LOCKING PIN ASSEMBLY FOR AN EXCAVATOR WEAR MEMBER	Registered Design	Australia	11 December 2009
29/362,308	A LOCKING PIN ASSEMBLY FOR AN EXCAVATOR WEAR MEMBER	Design Application	United States of America	24 May 2010
F2010/00733	A LOCKING PIN ASSEMBLY FOR AN EXCAVATOR WEAR MEMBER	Design Application	South Africa	17 May 2010
Convention Application from AU 329183	A LOCKING PIN ASSEMBLY FOR AN EXCAVATOR WEAR MEMBER	Design Application	Canada	17 May 2010


## Execution

EXECUTED as a DEED.

Executed by MIGUEL GUIMARAES

In the presence of:

  
Miguel Guimaraes


  
Signature of witness

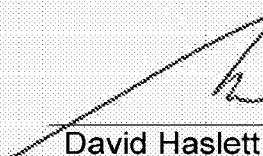
Alf van Dyk  
Name of witness (print)

Executed by CENTRAL QUEENSLAND  
MINING SUPPLIES PTY LTD  
ACN 010 402 990

In accordance with Section 127  
of the *Corporations Act* in the presence of:

  
Thomas Anthony Meyers

  
Signature of witness


  
David Haslett

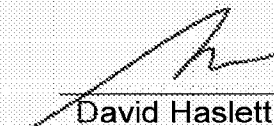
MIGUEL GUIMARAES  
Name of witness (print)

Executed by CQMS PTY LTD  
ACN 122 935 906

In accordance with Section 127  
of the *Corporations Act* in the presence of:

  
Thomas Anthony Meyers

  
Signature of witness

  
David Haslett

MIGUEL GUIMARAES  
Name of witness (print)