

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	ASSIGNMENT																
CONVEYING PARTY DATA																	
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Richard Alexander EVANS</td><td>12/02/2010</td></tr><tr><td>Nino MALIC</td><td>12/02/2010</td></tr><tr><td>Jonathan Andrew CAMPBELL</td><td>12/03/2010</td></tr><tr><td>Mark Robert YORK</td><td>12/02/2010</td></tr><tr><td>Abdelselam Saeed ALI</td><td>12/02/2010</td></tr><tr><td>The University of New South Wales</td><td>12/03/2010</td></tr><tr><td>Commonwealth Scientific and Industrial Research Organisation</td><td>12/03/2010</td></tr></tbody></table>		Name	Execution Date	Richard Alexander EVANS	12/02/2010	Nino MALIC	12/02/2010	Jonathan Andrew CAMPBELL	12/03/2010	Mark Robert YORK	12/02/2010	Abdelselam Saeed ALI	12/02/2010	The University of New South Wales	12/03/2010	Commonwealth Scientific and Industrial Research Organisation	12/03/2010
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<table border="1"><tr><td>Name:</td><td>Advanced Polymerik Pty Ltd</td></tr><tr><td>Street Address:</td><td>8 Redwood Drive</td></tr><tr><td>City:</td><td>Notting Hill, Victoria</td></tr><tr><td>State/Country:</td><td>AUSTRALIA</td></tr><tr><td>Postal Code:</td><td>3168</td></tr></table>		Name:	Advanced Polymerik Pty Ltd	Street Address:	8 Redwood Drive	City:	Notting Hill, Victoria	State/Country:	AUSTRALIA	Postal Code:	3168						
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CORRESPONDENCE DATA																	
Fax Number: (202)263-4352 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
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ATTORNEY DOCKET NUMBER:	046310.002																

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PATENT  
REEL: 025665 FRAME: 0032

NAME OF SUBMITTER:

Suzannah K. Sundby

**Total Attachments: 8**

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**CONFIRMATORY  
DEED OF ASSIGNMENT  
(Inventors and Research Organisations)**

For U.S. Patent Application Serial No. 12/996,054, filed 3 December 2010

**CRC for Polymers  
Project 2.2—G2 Photochromics**

## **CONFIRMATORY DEED OF ASSIGNMENT**

**THIS DEED** shall take effect on the date on which it is executed by all the parties, and is

### **MADE BETWEEN**

**Richard Alexander Evans** of 7 Packham Cres, Glen Waverley, Victoria, 3150, Australia ("Evans")

**Nino Malicof** 9 Hope Court, Ferntree Gully, Victoria, 3156, Australia ("Malic")

**Mark Robert Yorkof** 38 Escarpment Drive, Frankston South, Victoria, 3199, Australia ("York")

**Abdelselam Saeed Ali** of 40 Mildura Crescent, Endeavour Hills, Victoria, 3802, Australia ("Ali")

**Jonathan Andrew Campbellof** 9a Alexandra Avenue, Magill, South Australia, 5072, Australia  
("Campbell")

("Inventors")

### **AND**

**The University of New South Wales**(ABN 57195873179)of UNSW Sydney, NSW, 2052  
("UNSW")

**Commonwealth Scientific and Industrial Research Organisation** (ABN 41 687 119 230)acting  
through CSIRO Materials Science and Engineering, Ian Wark Laboratory, Bayview Avenue,  
Clayton, Victoria, 3168, Australia ("CSIRO")

("Research Organisations")

(and the Inventors and Research Organisations, together, the "Assignors")

### **AND**

**Advanced Polymerik Pty Ltd**(ABN 38 099 108 755)of 8 Redwood Drive, Notting Hill, Victoria  
3168, Australia

("Assignee")

### **BACKGROUND**

- A. The Inventors are the inventors of an invention referred to as "Photochromic Polymer and Composition Comprising Photochromic Polymer" (the "Invention") which is the subject of an International Patent Application (PCT/AU2009000717) filed on 5 June 2009 (the "Patent Application"). The Assignee is the applicant named in the Patent Application.
- B. The Assignee is the assignee under the Assignment Agreement dated 10 July 2008 in respect of the US Provisional Patent Application (US 61/129,128) and the applicant named in that application.
- C. The Research Organisations and the Assignee are "Participants" in the Cooperative Research Centre for Polymers ("CRC for Polymers") pursuant to a Participants Agreement dated 29 September 2005 ("Participants Agreement").
- D. The activities of the CRC for Polymers include the conduct of a research and development project known as Project 2.2 entitled "Nanoengineered Materials" (the "Project"). The ownership of intellectual property arising from the Project is governed by the Participants Agreement and the project agreement for the Project, entitled "Project Details - Project 2.2- Nanoengineered Materials" dated 27 June 2006 ("Project Details"). These agreements provide that intellectual property arising from Project 2.2 shall be legally and beneficially owned by the Assignee.

- E. The Inventors wish to confirm their involvement in the creation of the Invention.
- F. The parties have executed this Confirmatory Deed of Assignment ("Deed") to confirm the Assignee's legal ownership of all rights in relation to the Invention and the Patent Application, in consideration of the payment of the sum of \$1.00 by the Assignee to the Assignors, receipt of which is acknowledged by the Assignors.

## **INVENTOR ACKNOWLEDGEMENTS AND ASSIGNMENT**

1. For the purposes of this Deed, "Relevant Organisation" shall mean:
  - (a) CSIRO, in the case of Evans, Malic, York and Ali; and
  - (b) UNSW, in the case of Campbell.
2. Each of the Inventors hereby acknowledges that they were each involved in the creation of the Invention and, to the best of their actual knowledge and belief as at the date of signing this Deed, that no person other than the Inventors was involved in the creation of the Invention.
3. Each Inventor acknowledges the following:
  - (a) that all work carried out by them in relation to the creation and development of the Invention was carried out in performance of their role and duties as an employee of the Relevant Organisation;
  - (b) that all work carried out by them in relation to the creation and development of the Invention was carried out as part of the Project; and
  - (c) that all their right, title and interest in the Invention vested in the Relevant Organisation upon its creation or coming into existence.
4. If, regardless of the acknowledgements in clause 3 above, as at the date of this Deed any Inventor holds any right, title or interest in the Invention or the Patent Application in their own right, each such Inventor hereby assigns, transfers and sets over to the Relevant Organisation, absolutely, any and all of such right, title and interest it has in the Invention or Patent Application.

## **RESEARCH ORGNISATION ACKNOWLEDGEMENTS AND ASSIGNMENT**

5. Each Research Organisation acknowledges and agrees that, in accordance with and pursuant to the terms of the Participants Agreement, it has transferred its right, title and interest in and to the Invention and the Patent Application to the Assignee (including any rights assigned to it under clause 4 of this Deed), and that accordingly, the Assignee is the legal owner of the Invention and the Patent Application.
6. Each Research Organisation acknowledges the Assignee's entitlement to apply for the Patent Application.
7. If, regardless of the acknowledgements in clauses 5 and 6 above, but subject to clause 10, as at the date of this Deed a Research Organisation holds any right, title or interest in the Invention or the Patent Application in its own right, each such Research Organisation hereby assigns, transfers and sets over to the Assignee, absolutely, any and all of such right, title and interest it has in the Invention or Patent Application.

## **FURTHER ACKNOWLEDGEMENTS AND ASSURANCES**

8. The Assignors acknowledge and agree that the right, title and interest held by the Assignee in the Invention and the Patent Application, whether further to the acknowledgements or the assignments above, includes:
  - (a) the right to apply for the grant of a patent in respect of the Invention in any country of the world;
  - (b) the right to claim priority for the Patent Application in respect of applications made for the grant of a patent anywhere in the world; and
  - (c) the right to bring legal proceedings, and to obtain relief, in respect of any infringement of intellectual property rights in relation to the Invention, whether occurring before or after the date of this Deed.
9. Each Assignor agrees to provide any assistance reasonably required by the Assignee (and at the Assignee's cost) in order to give full effect to this Deed (including but not limited to the execution of any documents). Each Inventor irrevocably appoints each of the directors of the Assignee as the Inventor's attorney to do all acts and execute all documents which the Inventors are obligated to do or execute as an Assignor under this clause, provided that the Assignee's directors shall only exercise such power of attorney in circumstances where the Inventor is no longer an employee of the Relevant Organisation.
10. Nothing in this Deed shall limit the rights or entitlements held by a Research Organisation in its capacity as a "Participant" of the CRC for Polymers under the Participants Agreement (including, without limitation, its rights of use for internal research, and any beneficial interest or entitlement to a distribution of commercialisation income it may hold, in respect of the Invention or Patent Application).


## **GENERAL**


11. Any provision of this Deed which is or becomes prohibited, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be read down or severed to the extent of the invalidity or unenforceability without affecting the validity or enforceability of any other provision of this Deed, or the validity or enforceability of this Deed in any other jurisdiction.
12. This Deed may be executed in counterparts. All counterparts together will be taken to constitute one and the same instrument. Each party shall be bound by this Deed immediately upon execution by it.
13. The Assignee shall be responsible for paying the costs of preparation and execution of this Deed, and for any stamp duty payable in respect of this Deed or the assignment.
14. This Deed is governed by and is to be interpreted under the laws of the State of Victoria. The parties hereby submit to the non-exclusive jurisdiction of the Courts of the State of Victoria, and the Courts of Appeal from them.

**EXECUTED AS A DEED**

**SIGNED, SEALD AND DELIVERED by**  
**Richard Alexander Evans**

In the presence of:

  
Signature


  
Signature of witness


2 Dec 2010  
Date

MARK YORK  
Name of witness

**SIGNED, SEALD AND DELIVERED by**  
**Nino Malic**

In the presence of:

  
Signature


  
Signature of witness


2 Dec 2010  
Date

Richard Evans  
Name of witness

**SIGNED, SEALD AND DELIVERED by**  
**Mark Robert York**

In the presence of:

  
Signature

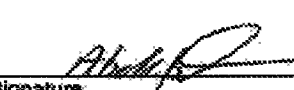
  
Signature of witness


2/12/10  
Date

Nino  
Name of witness

**SIGNED, SEALD AND DELIVERED by**  
**Abdelselam Saeed Ali**

In the presence of:

  
Signature

  
Signature of witness

2/12/10  
Date

MARK YORK  
Name of witness

SIGNED, SEALD AND DELIVERED by  
Jonathan Andrew Campbell

In the presence of:

Signature John Gull ←


Signature of witness [Signature] ←

Date 3-12-2010

Name of witness Regina Campbell



THE SEAL of The University of New South  
Wales was this 3 day of December 2010  
affixed to this document pursuant to a resolution  
of Council in the presence of:

  
Signature of officer

Les Field  
Name of officer Professor Richard Henry AM  
DEPUTY VICE-CHANCELLOR  
(ACADEMIC)

Deputy Vice-Chancellor (Research)

Position of officer

  
Signature of officer

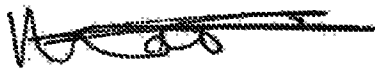
~~Jean Cooper~~ Robert Morsem  
Name of officer


~~Pro Vice-Chancellor (Students) and Registrar~~  
Deputy

Position of officer

EXECUTED AS A DEED for and on behalf of  
Commonwealth Scientific and Industrial  
Research Organisation by its duly authorised  
officer

In the presence of:

  
Signature of officer

  
Signature of witness

SUNEE MAIK  
Name of officer

PATRICIA KUBILUNAT  
Name of witness

ACTING DIRECTOR  
Future Manufacturing Flagship  
Position of officer

3-12-2010  
Date