

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Lesley Anne Clemens	10/01/2010
RECEIVING PARTY DATA	
Name:	Hydrocom Pty Ltd
Street Address:	Level 2, 35-37 Havelock Street
Internal Address:	West Perth
City:	Western Australia
State/Country:	AUSTRALIA
Postal Code:	6005
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12431090
CORRESPONDENCE DATA	
Fax Number:	(212)684-3999
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-684-3900
Email:	info@grr.com
Correspondent Name:	J. Kaden - Gottlieb, Rackman & Reisman
Address Line 1:	270 Madison Ave.
Address Line 2:	8th Fl.
Address Line 4:	New York, NEW YORK 10016
ATTORNEY DOCKET NUMBER:	4046-044CIP
NAME OF SUBMITTER:	Jeffrey Kaden
Total Attachments: 4 source=Executed_Lesley Clemens_HydrocomASSIGNMENT_4046_044CIP_06_16_2011#page1.tif source=Executed_Lesley Clemens_HydrocomASSIGNMENT_4046_044CIP_06_16_2011#page2.tif source=Executed_Lesley Clemens_HydrocomASSIGNMENT_4046_044CIP_06_16_2011#page3.tif source=Executed_Lesley Clemens_HydrocomASSIGNMENT_4046_044CIP_06_16_2011#page4.tif	

OP \$40.00 12431090

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PATENT
REEL: 026456 FRAME: 0130

DEED OF ASSIGNMENT

BETWEEN

LESLEY ANNE CLEMENS AS TRUSTEE OF THE
CLEMENS FAMILY TRUST

- and -

HYDROCOM PTY LTD AS
TRUSTEE OF THE HALL FAMILY TRUST




PATENT

REEL: 026456 FRAME: 0131

THIS DEED made this 1st day of October 2010.

Lesley Anne Clemens of 16 Traylen Road, Kalamunda, Western Australia, 6076, Australia as trustee of the Clemens Family Trust (the "**Assignor**").

AND

Hydrocom Pty Ltd (ACN 143 148 387) of Level 2, 35-37 Havelock Street, West Perth, Western Australia, 6005, Australia as trustee of the Hall Family Trust (the "**Assignee**").

RECITALS

- A. The Assignor owns 25% of an invention entitled "Pipe Insert" (the "Invention"), which is the subject of patents and patent applications listed in the Schedule hereto (the "Patents and Patent Applications").
- B. The Assignor has agreed to assign to the Assignee all of its rights, title and interest to and in the Invention and the Patents and Patent Applications, and all intellectual property rights pertaining to the Invention and the Patents and Patent Applications.

NOW BY THIS DEED

1. ASSIGNMENT

In consideration of the payment of \$25,000 (Australian currency) ("Purchase Price") by the Assignee to the Assignor, of which \$22,000 has been paid and the balance of \$3,000 is to be paid on execution of this Deed by the Assignor, the Assignor hereby assigns and transfers all of its rights, title, and interest to and in the Invention, the Patents and Patent Applications, and all intellectual property rights pertaining to the Invention and the Patents and Patent Applications, including the right to apply for patent protection or other forms of intellectual property protection in relation to the invention in any country as the Assignee desires at the Assignee's expense and free of all encumbrances whatsoever.

2. FURTHER ASSURANCES

The Assignor undertakes and agrees to execute and deliver all such documents and other instruments as may be necessary to assume or confirm the Assignee's rights, title and interest in and to the Invention and the Patents and Patent Applications and all intellectual property rights pertaining to the Invention and the Patents and Patent Applications, free of all encumbrances whatsoever.

3. COSTS

The costs of and incidental to the preparation, execution, stamping and registration of this Deed shall be paid by the Assignee.

4. GST

4.1 The Purchase Price is inclusive of GST.

4.2 The Assignor is not registered for GST and is not required to be registered for GST.

5. INDEMNITY AND RELEASE

The Assignee in its own capacity and as Trustee for the Hall Family Trust and the Director(s) personally agree to fully indemnify the Assignor against any claim that may arise out of the Patent and Patent Applications from and including the date that the Assignor executes this Deed, which indemnity is to include, but not limited to damages and legal costs, on a full indemnity basis.

6. GOVERNING LAW

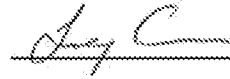
This Deed and the respective rights, duties and obligations of the parties hereunder shall be governed by and construed in accordance with the law of the State of Western Australia.

Schedule


Patent / Patent Application No.	Title	Filing Date	Country
2004901174	Pipe Insert	9 March 2004	Australia
PCT/AU2005/000331	Pipe Insert	9 March 2005	International (PCT)
2005218073	Pipe Insert	9 March 2005	Australia
2,558,528	Pipe Insert	9 March 2005	Canada
008467	Pipe Insert	9 March 2005	Eurasian Patent Convention
05706356.2	Pipe Insert	9 March 2005	European Community
2007-502147	Pipe Insert	9 March 2005	Japan
549616	Pipe Insert	9 March 2005	New Zealand
636/2006	Pipe Insert	9 March 2005	United Arab Emirates
10/592,012	Pipe Insert	9 March 2005	United States of America
12/431,090	Pipe Insert	28 April 2009	United States of America

EXECUTED BY THE PARTIES AS A DEED

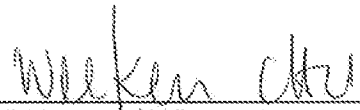
Executed as a Deed by
Lesley Anne Clemens
as trustee of the Clemens Family Trust
(Assignor)



in the presence of

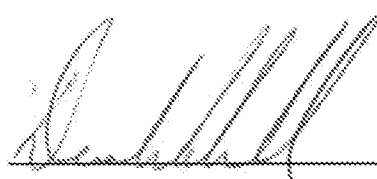


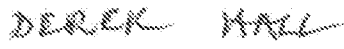
(Signature of Witness)




(Full Name of Witness)

Executed as a Deed by
HYDROCOM PTY LTD
as trustee of the Hall Family Trust
(Assignee)



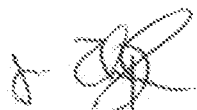


(Full Name)

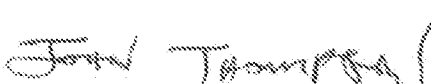


(Position)

in the presence of



(Signature of Witness)



(Full Name of Witness)