

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Leica Geosystems PTY LTD	06/23/2011
RECEIVING PARTY DATA	
Name:	Leica Geosystems AG
Street Address:	Heinrich-Wild-Strasse
City:	Heerbrugg
State/Country:	SWITZERLAND
Postal Code:	CH-9435
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13130035
CORRESPONDENCE DATA	
Fax Number:	(435)252-1361
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4352521360
Email:	elogan@mgiip.com
Correspondent Name:	Maschoff Gilmore & Israelsen
Address Line 1:	1441 West Ute Boulevard, Suite 100
Address Line 4:	Park City, UTAH 84098-7633
ATTORNEY DOCKET NUMBER:	F1054.10003US01
NAME OF SUBMITTER:	David A. Jones
Total Attachments: 8 source=F1054-10003US01_Assignment#page1.tif source=F1054-10003US01_Assignment#page2.tif source=F1054-10003US01_Assignment#page3.tif source=F1054-10003US01_Assignment#page4.tif source=F1054-10003US01_Assignment#page5.tif source=F1054-10003US01_Assignment#page6.tif source=F1054-10003US01_Assignment#page7.tif source=F1054-10003US01_Assignment#page8.tif	

OP \$40.00 13130035

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PATENT
REEL: 026839 FRAME: 0955

DEED OF ASSIGNMENT

Parties

Between: William James KELLAR
270 Gladstone Road, Dutton Park, Queensland, 4102,
Australia
("Kellar")

And: Damien DUSHA
270 Gladstone Road, DUTTON PARK, Queensland, 4102,
Australia
("Dusha")

And: Stuart GRAY
270 Gladstone Road, DUTTON PARK, Queensland, 4102,
Australia
("Gray")

And: Peter James ROBERTS
270 Gladstone Road, DUTTON PARK, Queensland, 4102,
Australia
("Roberts")

And: LEICA GEOSYSTEMS PTY LTD
270 Gladstone Road, DUTTON PARK, Queensland, 4102,
Australia
("LGPL")

And: LEICA GEOSYSTEMS AG
Heinrich-Wild-Strasse, CH-9435, Heerbrugg, Switzerland
("LGAG")

Background

- A. LGAG is the applicant in respect of the Patents.
- B. Kellar, Dusha, Gray and Roberts have each made a contribution to the Invention.
- C. Kellar, Dusha, Gray and Roberts are employed by LGPL and each acknowledge that his entire right, title and interest in and to the Intellectual Property, including the legal and beneficial ownership thereof, vests with LGPL by virtue of his employment with LGPL at all material times.
- D. LGPL acknowledges that, by virtue of a previous agreement with LGAG, LGPL has an obligation to assign to LGAG 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 LGAG.

Agreed Terms

DEFINITIONS AND INTERPRETATION

The following words have these meanings in this Deed:

"Patents" means the patent applications listed in Schedule 1.

"Intellectual Property" means the Patents and the Invention.

"Invention" means the invention the subject of the patent applications listed in Schedule 1.

Operative Provisions

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

1. Kellar hereby confirms assignment to LGPL 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 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. Kellar hereby undertakes at the expense of LGPL to do all acts and

execute all documents necessary or desirable for:

- a. further assuring the title of LGPL to the Intellectual Property;
- b. obtaining and securing for the Intellectual Property any patent 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. Dusha hereby confirms assignment to LGPL 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 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. Dusha hereby undertakes at the expense of LGPL to do all acts and execute all documents necessary or desirable for:

- a. further assuring the title of LGPL to the Intellectual Property;
- b. obtaining and securing for the Intellectual Property any patent 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. Gray hereby confirms assignment to LGPL 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 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.
- 6. Gray hereby undertakes at the expense of LGPL to do all acts and execute all documents necessary or desirable for:
 - a. further assuring the title of LGPL to the Intellectual Property;
 - b. obtaining and securing for the Intellectual Property any patent 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.
- 7. Roberts hereby confirms assignment to LGPL 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 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.
- 8. Roberts hereby undertakes at the expense of LGPL to do all acts and execute all documents necessary or desirable for:
 - a. further assuring the title of LGPL to the Intellectual Property;
 - b. obtaining and securing for the Intellectual Property any patent 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.
- 9. LGPL hereby assigns to LGAG 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

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.

10. LGPL hereby undertakes at the expense of LGAG to do all acts and execute all documents necessary or desirable for:

- a. further assuring the title of LGAG to the Intellectual Property;
- b. obtaining and securing for the Intellectual Property any patent 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.

11. No variation of this Deed will be of any force or effect unless it is in writing and signed by the parties.

12. 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.

13. 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.

14. 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.

15. This Deed may be executed in counterparts. All counterparts together will be taken to constitute one instrument.

Schedule 1

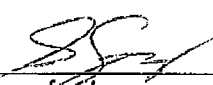
Official No.	Title	Country	Application Date
2008906306	A POSITIONING SYSTEM AND METHOD	Australia	05/12/2008
PCT/AU2009/01576	A POSITIONING SYSTEM AND METHOD	Patent Co-Operation Treaty Application	02/12/2009

Execution

EXECUTED as a DEED.

Executed by WILLIAM JAMES KELLAR
this 31st day of January 2011
In the presence of:



WILLIAM JAMES KELLAR


Signature of witness

STUART GRAY
Name of witness (print)

Executed by DAMIEN DUSHA
this 10 day of FEBRUARY 2011
In the presence of:

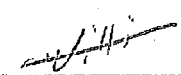


DAMIEN DUSHA


Signature of witness

STUART GRAY
Name of witness (print)

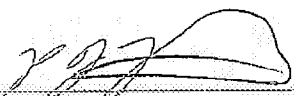
Executed by STUART GRAY
this 31st day of January 2011
In the presence of:


STUART GRAY



Signature of witness

William James Kellar
Name of witness (print)

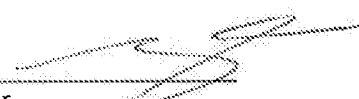
Executed by PETER JAMES ROBERTS
this 31 day of Jan 2011
In the presence of:



PETER JAMES
ROBERTS

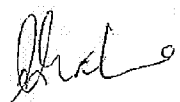

Signature of witness

Megan Blair
Name of witness (print)

X Executed by LEICA GEOSYSTEMS PTY LTD
this day of....., 2011
In accordance with Section 127
of the Corporations Act in the presence of:

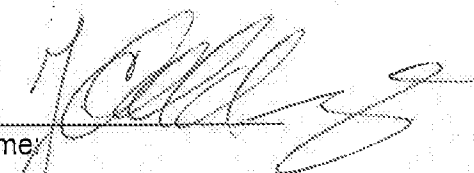
X 
Director

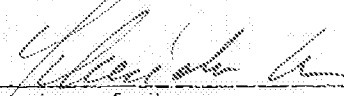
X 
Signature of witness


Director/Secretary

SCHNEIDER KLAUS
Name of witness (print)

X Executed on behalf of LEICA GEOSYSTEMS
AG this 23 day of....., 2011
in the presence of:

X 
Name J. Doed W. Schwyter

X 
Signature of witness

SCHNEIDER KLAUS
Name of witness (print)