

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rubicon Research Pty, Ltd.	12/14/2011
RECEIVING PARTY DATA	
Name:	Rubicon Research Pty, Ltd.
Street Address:	1 Cato Street
City:	Hawthorn, Victoria
State/Country:	AUSTRALIA
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Name:	The University of Melbourne
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City:	Parkville, Victoria
State/Country:	AUSTRALIA
Postal Code:	3010
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7152001
Patent Number:	7083359
Patent Number:	7244078
Patent Number:	7461999
Patent Number:	7614824
CORRESPONDENCE DATA	
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*via US Mail.*

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ATTORNEY DOCKET NUMBER:

18FC-136983

NAME OF SUBMITTER:

Marc A. Sockol

Total Attachments: 3

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## PATENT ASSIGNMENT BY RUBICON RESEARCH PTY, LTD.

This Patent Assignment (the "*Assignment*"), dated 14 December 2011, is entered into by Rubicon Research Pty, Ltd., an Australian corporation having its principal place of business at 1 Cato Street, Hawthorn, Victoria 3122, Australia ("*Assignor*") in favor of Rubicon Research Pty, Ltd., an Australian corporation having its principal place of business at 1 Cato Street, Hawthorn, Victoria 3122, Australia jointly with The University of Melbourne having its principal place of business at Grattan Street, Parkville, Victoria 3010, Australia ("*Assignee*").

WHEREAS, Assignor owns the issued U.S. patents, pending U.S. patent applications, and PCT applications listed on Attachment A (the "Patent Cases") and desires to sell, convey, assign, transfer and deliver to Assignee, all of Assignor's right, title and interest in and to the Patent Cases, as well as all of Assignor's right, title and interest in and to all continuations, divisions, reissues, reexaminations and substitutes concerning or relating to the Patent Cases (the "Related Patent Cases"), and

WHEREAS, Assignee desires to acquire, receive and accept from Assignor, all of Assignor's right, title and interest in and to the Patent Cases and Related Patent Cases;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby irrevocably conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Patent Cases and Related Patent Cases, as well as any inventions disclosed in any of the foregoing, and the right to collect income, royalties, profits and other proceeds in connection with any of the foregoing, and the right to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and the right to recover income, damages, royalties, lost profits or payments in connection therewith, and the rights corresponding thereto throughout the world.

All of the same to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives to the full end of the terms for which said Patent Cases and Related Patent Cases are granted, and for the Letters Patent which may be granted in respect of any patent applications listed on Attachment A or which are included among the Related Patent Cases, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor hereby covenants and agrees that Assignor shall at any time upon the request and at the expense of Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to correct, perfect and/or record Assignee's title to the Patent Cases and Related Patent Cases.

3. Assignor hereby authorizes and requests the Patent and Trademark Office officials in the United States and the patent office officials of any and all foreign and PCT countries whose duty it is to receive the Patent Cases and the Related Patent Cases, to record Assignee as owner of the Patent Cases and Related Patent Cases as assignee of the entire right,

title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Further, Assignor agrees to execute all papers and to give such lawful testimony and to perform such other lawful acts as Assignee, its successors and assigns may require to procure patents on said Patent Cases, said Related Patent Cases, and/or said inventions therein in the United States, and/or to hold, enforce or convey said patents therefor.

IN WITNESS WHEREOF, Assignor has executed this Assignment by an officer thereunto duly authorized as of the date first written above.

Rubicon Research Pty. Ltd.

By: 

Name: DAVID JOHN AUGHTON

Title: DIRECTOR

The University of Melbourne

By: 

Name: ALLAN STEWART TAIT

Title: CFO

## ATTACHMENT A – PATENT CASES

### PCT Applications

Application	Publication Date	Original PCT Filing Date	Priority Application	Inventors	Title
PCT/AU02/00230 (W0 02/071163)	9/12/2002	3/1/2002	PR 3538	David Aughton, Iven M.Y. Mareels, and Erik Weyer	Fluid Regulation
PCT/AU01/01036 (W0 02/16698)	2/28/2002	8/21/2001	PQ 9554, PR 1217	David Aughton, Iven Mareels, and Erik Weyer	Control Gates

### U.S. Patents

File No. - 18FC	Patent No.	Issue Date	Appl. Serial No.	Original Filing Date	National Stage Priority	Inventors	Title
137491	7,152,001	12/19/2006	10/469,438	3/29/2004	PCT/AU02/00230 (W0 02/071163)	David Aughton, Iven Mareels, and Erik Weyer	Fluid Regulation
137492	7,083,359	8/1/2006	10/362,081	8/6/2003	PCT/AU01/01036 (W0 02/16698)	David Aughton, Iven Mareels, and Erik Weyer	Control Gates
137493	7,244,078 (CON of 7,083,359)	7/17/2007	11/238,032	9/27/2005	PCT/AU01/01036 (W0 02/16698)	David Aughton, Iven Mareels, and Erik Weyer	Control Gates
137494	7,461,999 (DIV of 7,083,359)	12/9/2008	11/267,479	11/4/2005	PCT/AU01/01036 (W0 02/16698)	David Aughton, Iven Mareels, and Erik Weyer	Control Gates
137503	7,614,824 (CON of 7,244,078)	11/10/2009	11/759,170	6/6/2007	PCT/AU01/01036 (W0 02/16698)	David Aughton, Iven Mareels, and Erik Weyer	Control Gates