

## 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:	13394322
CORRESPONDENCE DATA	
Fax Number:	(435)252-1361
Phone:	4352521360
Email:	elogan@mgiip.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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:	F1054.10006US01
NAME OF SUBMITTER:	David A. Jones
Total Attachments: 6 source=F1054-10006US01_371App-ExecutedAssignment#page1.tif source=F1054-10006US01_371App-ExecutedAssignment#page2.tif source=F1054-10006US01_371App-ExecutedAssignment#page3.tif source=F1054-10006US01_371App-ExecutedAssignment#page4.tif source=F1054-10006US01_371App-ExecutedAssignment#page5.tif source=F1054-10006US01_371App-ExecutedAssignment#page6.tif	

OP \$40.00 13394322

## DEED OF ASSIGNMENT

### Parties

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Between:           **DAMIEN DUSHA**  
73 Deighton Road, Dutton Park, Queensland, 4102,  
Australia  
("Dusha")

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

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- A.    LGAG is the applicant in respect of the Patents.
- B.    Dusha is the inventor of the Invention.
- C.    Dusha is employed by LGPL and acknowledges 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

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#### 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**

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**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. 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.
  
2. 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.
  
3. 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.
4. 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.
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. All counterparts together will be taken to constitute one instrument.

## Schedule 1

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Official No.	Title	Country	Application Date
2009905218	A METHOD OF CALIBRATING INERTIAL SENSORS	Australia	26/10/2009
20100103943	UN MÉTODO DE CALIBRACIÓN DE SENSORES INERCIALES	Argentina	26/10/2010
PCT/AU2010/001401	A METHOD OF CALIBRATING INERTIAL SENSORS	Patent Co-operation Treaty Application	21/10/2010


**Execution**

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EXECUTED as a DEED.

Executed by DAMIEN DUSHA  
this 27 day of JANUARY 2011  
In the presence of:

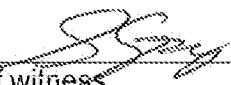
  
DAMIEN DUSHA


  
Signature of witness

Paul Gibson  
Name of witness (print)

Executed by LEICA GEOSYSTEMS PTY LTD  
this 27 day of January 2011  
In accordance with Section 127  
of the Corporations Act in the presence of:

Director

  
Signature of witness

  
Director/Secretary

STUART GRAY  
Name of witness (print)

Executed on behalf of LEICA GEOSYSTEMS  
AG this 27 day of January 2011  
in the presence of:

Name:

Signature of witness


Name of witness (print)

**Execution**

EXECUTED as a DEED.

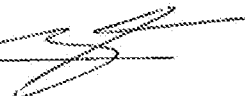
Executed by DAMIEN DUSHA  
this 27 day of JANUARY 2011  
In the presence of:

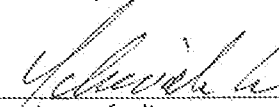
  
DAMIEN DUSHA

  
Signature of witness

Paul Gibson  
Name of witness (print)

X Executed by LEICA GEOSYSTEMS PTY LTD  
this 23 day of June, 2011  
In accordance with Section 127  
of the Corporations Act in the presence of:

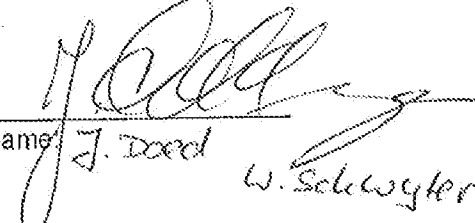
X   
Director

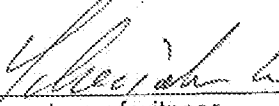
X   
Signature of witness

  
Director/Secretary

SCHNEIDER KLAUS  
Name of witness (print)

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

X   
Name: J. Doed  
W. Schwyter

X   
Signature of witness

SCHNEIDER KLAUS  
Name of witness (print)