

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Power & Communications Logistics Pty Limited	03/08/2012
RECEIVING PARTY DATA	
Name:	Power & Data Corporation Pty Ltd.
Street Address:	Level 4, 364 Kent Street
City:	Sydney, New South Wales
State/Country:	AUSTRALIA
Postal Code:	2000
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7585175
CORRESPONDENCE DATA	
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<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:	Leland Gardner
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Address Line 2:	c/o Jones Day
Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	013093-0001-999
NAME OF SUBMITTER:	Leland I Gardner
Total Attachments: 3 source=7585175Assignment3#page1.tif source=7585175Assignment3#page2.tif source=7585175Assignment3#page3.tif	

PATENT

## CONFIRMATION OF ASSIGNMENT OF INVENTION

THIS DEED is made on 9th March 2012 (date)

BETWEEN Power & Communications Logistics Pty Limited of Level 4, 364 Kent Street, Sydney, New South Wales, Australia ("**PCL**")

AND Power & Data Corporation Pty Ltd. of Level 4, 364 Kent Street, Sydney, New South Wales 2000 ("**PDC**")

### RECITALS

A. PCL was the applicant/assignee in respect of:

- (i) Australian Patent Application No. 2002953429 (the "**Priority Application**");
- (ii) PCT Patent Application No. PCT/AU03/01691 (the "**PCT Application**"), which claims Paris Convention priority from the Priority Application;
- (iii) U.S. Patent No. 7,585,175 (the "**US Patent**"), which is a national stage application of the PCT Application and claims Paris Convention priority from the Priority Application;
- (iv) various other patent applications that claim Paris Convention priority from the Priority Application (the "**Other Applications**").

B. PCL and PDC entered a deed of assignment dated November 8<sup>th</sup>, 2004 whereby PCL assigned to PDC the entire right, title, and interest in the Priority Application and the complete patent applications and inventions covered thereby to PDC.

C. PCL and PDC intended and agreed that PDC would hold the entire worldwide right, title, and interest in and to the Priority Application, the PCT Application, the US Patent, and the Other Applications (the "**Invention Rights**").

### OPERATIVE PROVISIONS

#### DEFINITION

1. **Intellectual Property** means statutory and other proprietary rights in respect of copyright and neighbouring rights; all rights in relation to inventions, patents, plant varieties, registered and unregistered trade marks, registered and unregistered designs, circuit layouts and confidential information; and all other rights with respect to Intellectual Property as defined in Article 2 of the July 1967 Convention Establishing the World Intellectual Property Organisation.

### CONFIRMATION OF ASSIGNMENT

2. PCL hereby confirms the assignment, effective as of November 8<sup>th</sup>, 2004, to PDC for good and valuable consideration, the receipt of which is acknowledged by PCL, of:

- (a) the entire right, title and interest in and to the Invention Rights;
- (b) all rights to apply for any corresponding Intellectual Property rights in respect of the Invention Rights worldwide;
- (c) all rights, powers, liberties and immunities arising from any Intellectual Property rights granted in relation to the Invention Rights, including the right to sue for injunctive relief, damages and all other relief or remedies in respect of any

infringement of the Invention Rights which may have occurred prior to the date of this deed.

3. To the extent that clause 2 or any previous assignment in respect of any of the Invention Rights is or is held to be ineffective, invalid or unenforceable, and for the avoidance of doubt generally, PCL hereby assigns to PDC for one dollar, the receipt of which is acknowledged by PCL, all rights and benefits referred to in clauses 2(a) and (b) in respect of the Invention Rights.

4. PCL agrees:

- (a) to do all acts and execute all documents, at the request and expense of PDC, necessary or desirable for further assuring the right, title and interest of PDC to the Invention Rights and in the case of default PCL hereby appoints PDC as the PCL's attorney for such purpose;
- (b) to deliver up to PDC, on request, all files, documents and items in relation to the Invention Rights assigned pursuant to clauses 2 or 3; and
- (c) not to do anything which may directly or indirectly prejudice or invalidate any Invention Rights or their assignment to PDC.

5. PCL represents, warrants and undertakes to PDC that:

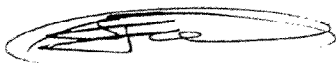
- (a) neither the execution of this deed nor the performance of PCL's obligations under this deed will cause PCL to be in breach of any agreement to which PCL is a party or subject; and
- (b) PCL has not granted any licences or other user rights to any person in relation to any right, title or interest in the Invention Rights.

6. PCL agrees to treat as confidential all information relating to the Invention and the Invention Rights and not use, disclose or publish them without the express prior written consent of PDC. This obligation does not extend to information which is already in, or which enters the public domain through no fault of PCL or which is required to be disclosed by law. PCL agrees to seek prior clearance from PDC in any case of uncertainty.

7. This deed is governed by New South Wales law. The parties submit to the non-exclusive jurisdiction of the courts of that State and all appellate courts.

#### EXECUTED AS A DEED

By **Power & Communications Logistics Pty Limited**  
in accordance with s127 of the Corporations Act 2001:



.....  
Signature of Director

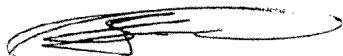
*Simon Tovey*  
.....  
Name of Director



.....  
Signature of Director

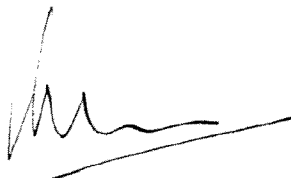
*GREG CRONÉ*  
.....  
Name of Director

By Power & Data Corporation Pty Ltd.  
in accordance with s127 of the Corporations Act 2001:



.....  
Signature of Director

.....  
SIMON TOWNS  
Name of Director



.....  
Signature of Director

.....  
GREG CRANE  
Name of Director