## 501923215 05/16/2012

### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Fang Chen	03/01/2012
Kun Yu	03/01/2012

### **RECEIVING PARTY DATA**

Name:	National ICT Australia Limited	
Street Address:	Level 5, 13 Garden Street	
City:	Eveleigh, NSW	
State/Country:	AUSTRALIA	
Postal Code:	2015	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13371656

# **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 19576.0700

NAME OF SUBMITTER: Albin H. Gess

Total Attachments: 3

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PATENT

REEL: 028220 FRAME: 0426

#### **ASSIGNMENT**

WHEREAS, I (We), the undersigned inventor(s), Fang Chen, an Australian citizen, residing at Level 5, 13 Garden Street, Eveleigh, New South Wales, 2015 Australia, and Kun Yu, a Chinese citizen, residing at Level 5, 13 Garden Street, Eveleigh, New South Wales, 2015 Australia, have invented a new and useful MEASURING CONGNTIVE LOAD, Attorney Docket No. 19576-0700 (hereinafter sometime the "Invention"), for which a United States Patent Application No. 13/371,656 was filed February 13, 2012 (hereinafter sometime the "Application"); and

WHEREAS, I (We), sometimes referred to herein as the Assignor(s), verily believe myself (ourselves) to be the original, first and sole (joint) inventor(s) of the Invention set forth in the Application and represent that I (we) have not conveyed or hypothecated any right or interest therein; and

WHEREAS, NATIONAL ICT AUSTRALIA LIMITED, an Australian company, sometimes referred to herein as the Assignee, having a principal place of business at Level 5, 13 Garden Street, Eveleigh, New South Wales, 2015 Australia, is desirous of acquiring the entire and exclusive right, title and interest in, to and under the Invention and any and all patent applications which may be filed thereon, and any all letters patent, which may be granted or issued therefore, in the United States, and throughout the world, including any and all divisions, continuations, reissues and extensions of any of the foregoing;

NOW, THEREFORE, in consideration of obligations voluntarily assumed by me (us) and other good and valuable consideration, and for the further consideration of the sum of One Dollar (\$1.00) paid to me (each of us), receipt of which is hereby acknowledged, I (we) do hereby sell, assign, transfer and set over unto the Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to the Invention, patent applications and letters patent which may be granted or issued for the Invention in the United States, and throughout the world, including all divisions, continuations, reissues and extensions thereof, and all international priority rights associated therewith, all to be held by me (us) had this assignment not been made; and I (we) hereby authorize and request the Commissioner of Patents and Trademarks of the United States and duly constituted authorities of foreign

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countries to issue all letters patent relating to the foregoing assigned rights to the Assignee, its

successors and assigns.

ASSIGNORS do hereby covenant that no assignment, sale, agreement, charge, or other

encumbrance, has been, or will be, entered into which would conflict with this assignment;

ASSIGNORS do hereby covenant and agree to provide any tangible property embodying

or describing the Invention, including, without limitation, all documents, drawings,

prototypes, models, test results, designs, materials, computer programs and data, and the like,

which, if not presently in the possession of ASSIGNEE will be delivered to ASSIGNEE

immediately upon request;

ASSIGNORS do hereby covenant and agree to do everything possible to aid

ASSIGNEE, its successors, legal representatives and assigns to obtain and enforce proper

patent protection for the Invention in all countries including assisting with the preparation of

any application relating to the Invention;

ASSIGNORS do hereby covenant and agree not to contest the validity or enforceability

of any intellectual property rights assigned herein, or to assist or request any third party to

contest the validity or enforceability of any intellectual property rights assigned herein;

ASSIGNORS do hereby release and forever discharge ASSIGNEE from any and all

claims, including but not limited to any debts, liabilities, damages and causes of action of

whatsoever kind or nature relating to the Invention, whether or not known, suspected and

unsuspected, including any and all previous agreements entered into, which now exist, or

may have existed prior to the date of this assignment.

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IN WITNESS WHEREOF, I have exthe date indicated adjacent to my name.  Dated: 1/3/2012	Fang Chen
IN WITNESS WHEREOF, I have exthe date indicated adjacent to my name.  Dated: 01/03/2012	ecuted this instrument at ATP office, N2CTA, NSW on Kun Yu
Dated: 28 March 2012.	National ICT Australia Limited  By:

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**RECORDED: 05/16/2012** 

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