

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AXIP Limited	04/05/2012
RECEIVING PARTY DATA	
Name:	Barrier Systems Inc.
Street Address:	3333 Vaca Valley Parkway
Internal Address:	Suite 800
City:	Vacaville
State/Country:	CALIFORNIA
Postal Code:	95688
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13480166
CORRESPONDENCE DATA	
Fax Number:	3123609315
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3123600080
Email:	lonorato@gbclaw.net
Correspondent Name:	Greer, Burns & Crain, Ltd.
Address Line 1:	300 S Wacker Dr
Address Line 2:	Suite 2500
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	1009.111191
NAME OF SUBMITTER:	Lawrence J. Crain
Total Attachments: 5 source=KV7695#page1.tif source=KV7695#page2.tif source=KV7695#page3.tif source=KV7695#page4.tif source=KV7695#page5.tif	

OP \$40.00 13480166

DEED OF ASSIGNMENT
OF INTELLECTUAL PROPERTY RIGHTS

BETWEEN: AXIP Limited

AND: Barrier Systems Inc

DESCRIPTION:

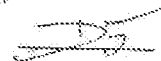
By this Deed AXIP Limited assigns to Barrier Systems Inc all its right, title and interest in and to the *Intellectual Property Rights* relating to the *Invention*.

James & Wells Intellectual Property

Level 9 Eilerslie Tower
56 Cawley Street
Private Bag 11907
Eilerslie
AUCKLAND

Page 1 of 5

Initialed by:



PATENT
REEL: 029153 FRAME: 0788

BETWEEN

AXIP Limited, a New Zealand company of 156 Foundry Road,
Silverdale 0932, New Zealand

("Assignor")

AND

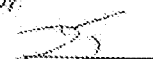
Barrier Systems Inc. of 3333 Vaca Valley Parkway Suite #800,
Vacaville, California 94988, United States of America

("Assignee")

ON THE BASIS THAT-

1.0 DEFINED TERMS

- 1.1. *Copyright* shall mean the property rights which exist in any *Copyright Work*.
- 1.2. *Copyright Work* shall mean:
- 1.2-1. a work of any of the types described in Section 14 of the New Zealand Copyright Act 1994; and/or
 - 1.2-2. a work in which copyright exists; and
- which relates to the *Invention*.
- 1.3. *Design Rights* shall mean the right to apply for a registered design relating to the *Invention* or equivalent protection in any country of the world and to claim priority under international convention from any such applications and the rights conferred by such registered designs or equivalent protection when granted.
- 1.4. *Intellectual Property Rights* shall mean all intellectual property rights whatsoever relating to the *Invention* including without limitation the *Patent*, the *Patent Rights*, the *Design Rights*, the *Copyright* and the *Technical Information*.
- 1.5. *Invention* shall mean the invention the subject of the *Patent*.
- 1.6. *Patent* shall mean the patent application and/or letters patent set out in the Schedule and any patent application or letters patent claiming priority from same, and any letters patent granted upon any of the foregoing patent applications.
- 1.7. *Patent Rights* shall mean
- 1.7-1. the right to apply for any patent relating to the *Invention* or equivalent protection in any country of the world and to claim priority under any international convention from any such application(s) and the rights conferred by such patents or equivalent protection now and when granted; and
 - 1.7-2. the rights conferred by the *Patent* including the right to claim priority under any international convention and the right conferred by such *Patent* now and when granted.



- 1.8. *Technical Information* shall mean all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the *Invention* and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.

2.0 BACKGROUND

- 2.1. The Assignor owns the *Intellectual Property Rights*.
- 2.2. The Assignor has agreed to assign, and the Assignee has agreed to take an assignment of, the *Intellectual Property Rights* on the terms described below.

BY THIS DEED THE PARTIES AGREE --

3.0 THE ASSIGNMENT

- 3.1. The Assignor hereby assigns all its right, title and interest in and to the *Intellectual Property Rights* to the Assignee.
- 3.2. The assignment will take effect on the date this Deed is fully executed by the Assignor.

4.0 CONSIDERATION

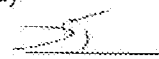
- 4.1. In consideration for the assignment detailed in clause 3.1, the Assignee will pay to the Assignor upon execution of this Deed the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is acknowledged by the Assignor.
- 4.2. Any and all rights of the Assignor with respect to the *Invention* and *Intellectual Property Rights* will pass to the Assignee upon the effective date of this Deed.

5.0 ASSIGNOR'S OBLIGATIONS

- 5.1. The Assignor undertakes to (at the Assignee's cost) execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the Assignee for vesting absolutely all their right, title and interest to the *Intellectual Property Rights* in favour of the Assignee, and for conferring on the Assignee the right to take action against any third party who copies the *Invention* or infringes the *Intellectual Property Rights*.

6.0 GOVERNING LAW

- 6.1. This Deed and any disputes relating to it shall be governed by and construed in all respects in accordance with the laws of New Zealand.
- 6.2. Each party to this Deed submits to the non-exclusive jurisdiction of the courts of New Zealand.



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Executed as a Deed this 5th day of April 2012 for and on behalf of AXIP Limited by its duly authorised officers*

Dallas James
Name
Dallas James
Signature
Managing Director
Position

Greg Riddle
Name
Riddle
Signature
Director
Position

Witnessed by:

LYNDA READER
Name
[Signature]
Signature
OFFICE ADMINISTRATOR
Occupation
TERBAH, AUCKLAND
Place of Residence

Executed as a Deed this 26th day of April 2012 for and on behalf of Barrier Systems Inc by its duly authorised officers*

CHRIS SANDOZ
Name
Chris Sandoz
Signature
President
Position

Gregory Dyke
Name
[Signature]
Signature
VP OF ENGINEERING
Position

Witnessed by:

Carrie Sibley
Name
Carrie Sibley
Signature
Engineering Assistant
Occupation
Vacaville, CA, USA
Place of Residence

- * This Deed must be signed by:
- a) Two or more directors of the company; or
 - b) (If the company has only one director), a single director of the company and a witness; or
 - c) (If the company's constitution allows it), any other person and a witness; or
 - d) One or more persons with a power of attorney to act on the company's behalf.

Initialed by: [Signature]

SCHEDULE

Patent (clause 1.6):

Title	Country	Application Number	Filing Date
Improvements in and relating to connecting devices	New Zealand	593063	13 December 2011 (Provisional 25 May 2011)

Initiated by:

DT
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