

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CO-ORDINATED THERMAL SYSTEMS PTY LTD	11/04/2011
RECEIVING PARTY DATA	
Name:	THERMFRESH INTERNATIONAL PTY LTD
Street Address:	184 Kerry Road
Internal Address:	Archerfield
City:	Queensland
State/Country:	AUSTRALIA
Postal Code:	4108
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7669838
Patent Number:	D581505
CORRESPONDENCE DATA	
Fax Number:	7032058050
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-205-8000
Email:	kate.molloy@bskb.com
Correspondent Name:	Birch, Stewart, Kolasch and Birch, LLP
Address Line 1:	8110 Gatehouse Road
Address Line 2:	Suite 100E
Address Line 4:	Falls Church, VIRGINIA 22042
ATTORNEY DOCKET NUMBER:	0592-0129PUS2_0592-0135P1
NAME OF SUBMITTER:	Michael K. Mutter
Total Attachments: 8 source=20121024Assign#page1.tif	

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**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

CO-ORDINATED THERMAL SYSTEMS PTY LTD

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) November 4, 2011

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: THERMFRESH INTERNATIONAL PTY LTD

Internal Address: ACN 150 328 706

Street Address: 184 Kerry Road

Archerfield

City: Queensland

State: \_\_\_\_\_

Country: Australia Zip: 4108

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

7,669,838 and D581,505

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Birch, Stewart, Kolasch & Birch, LLP

Internal Address: Suite 100E

Street Address: 8110 Gatehouse Road

City: Falls Church

State: VA Zip: 22042

Phone Number: 703-205-8000

Fax Number: 703-205-8050

Email Address: mkm@bskb.com

**6. Total number of applications and patents involved:**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 40.00

- ☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 02-2448

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

October 24, 2012

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

### ASSIGNMENT

THIS AGREEMENT is made on the 4 day of NOVEMBER 2011

**BETWEEN** **CO-ORDINATED THERMAL SYSTEMS PTY LTD**  
**ACN 109 215 983**  
of Unit 1, 41 Bellrick Street, Acacia Ridge, Queensland, 4110  
(the "Assignor")

**AND** **THERMFRESH INTERNATIONAL PTY LTD**  
**ACN 150 328 706**  
of 184 Kerry Road, Archerfield, Queensland, 4108  
(the "Assignee")

### RECITALS

- A. The Assignor is the owner of the Intellectual Property.
- B. The Assignor has agreed to assign all its interest in the Intellectual Property to the Assignee.

### IT IS AGREED as follows:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

The following definitions apply unless the context requires otherwise.

'Copyright' means all copyright and other rights of like nature (including rights and under circuit layout legislation).

'Designs' means the registered designs specified in Schedule 3.

'Intellectual Property' means:

- (a) Copyright in the Works;
- (b) the Designs;
- (c) the Inventions;
- (d) the Patents;
- (e) the Trade Marks; and
- (f) the goodwill associated with each of the above and with the Works.

'Inventions' means the inventions specified in the Patents and all improvements or modifications made to them from time to time.

'Know-How' means all the knowledge and information which the Assignor has in relation to:

- (a) Copyright in the Works;

- (b) the Designs;
- (c) the Inventions;
- (d) the Patents;
- (e) the Trade Marks; and
- (f) the Works.

'Patents' means the registered patents specified in Schedule 1, the patent applications specified in Schedule 1, any patents granted in respect of an Invention, wherever granted and all rights from those patents.

'Trade Marks' means the registered trade marks specified in Schedule 2.

'Works' means all works in relation to or arising from:

- (a) the Designs;
- (b) the Inventions;
- (c) the Patents; and
- (d) the Trade Marks

in which copyright subsists and for which the Assignor is the owner of that Copyright or which the Assignor is entitled to use or reproduce.

## 1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise:

- (a) The singular includes the plural and conversely.
- (b) The gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to a clause of Schedule is a reference to a clause of a schedule to this Agreement.
- (f) A reference to a party to this Agreement or another agreement or document includes the party's successors and permitted substitutes or assigns (and, where applicable, the party's legal personal representatives).
- (g) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

(h) If there is any inconsistency between the provisions of this Agreement will prevail to the extent of the inconsistency and the provisions of the Schedule shall be construed accordingly.

## **2. ASSIGNMENT**

In consideration of the receipt of good and valuable consideration by the Assignee to the Assignor, receipt of which is acknowledged by the Assignor, the Assignor as beneficial owner assigns to the assignee all the Assignor's interest in the Intellectual Property.

## **3. NOTICES**

3.1 Any notice or other communication under or in connection with this Agreement:

- (a) must be in writing;
- (b) must be addressed as shown below:

Name: Co-Ordinated Thermal Systems Pty Ltd  
Address: Unit 1, 41 Bellrick Street, Acacia Ridge, Queensland, 4110  
Fax no:  
For the attention of:

(or as otherwise notified by that party to the other party from time to time);

Name: Thermfresh International Pty Ltd  
Address: 184 Kerry Road, Archerfield, Queensland, 4108  
Fax no:  
For the attention of:

(or as otherwise notified by that party to the other party from time to time);

- (c) must be signed by the party giving the notice or making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 3.1(b); and
- (e) will be deemed to be received by the addressee:
  - (i) (in the case of prepaid post) on the third business day after the date of posting;
  - (ii) (in the case of fax) at the local time (in the place of receipt of that fax) which then equates to the time at which that fax is sent as shown on the transmission report which is produced by the machine from which that fax is sent and which confirms transmission of that fax in its entirety, unless that local time is a non-business day, or is after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and

- (iii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 3.1(b), unless that delivery is made on a non-business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day.

**4. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

**5. AMENDMENT**

No amendment or variation of this Agreement is valid or binding on a party unless made in writing executed by all parties.

**6. FURTHER ASSURANCES**

Each party agrees to do all things and execute and deliver all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

**7. COSTS AND STAMP DUTY**

All stamp duty (including fines, penalties and interest) which may be payable on or in connection with this Agreement and any instrument executed under this Agreement shall be borne by the Assignee.

**8. GOVERNING LAW AND JURISDICTION**

This Agreement is governed by the laws of the State of Victoria and the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in the State of Victoria and the Commonwealth of Australia in connection with matters concerning this Agreement.

**9. COUNTERPARTS**

This Agreement may be executed in any number of counterparts. All counterparts constitute one instrument.

EXECUTED as an Agreement

SIGNED for and on behalf of  
CO-ORDINATED THERMAL  
SYSTEMS PTY LTD by an  
authorised officer in the presence of: )

Signature of witness

GARY NORTH  
Name of witness

  
Signature of authorised officer

SCOTT NORTH  
Name of authorised officer / title

07-NOV-2011 08:31 FROM HUMIDIFRESH

TO 0392438333

P.05

SIGNED for and on behalf of  
THERMFRESH INTERNATIONAL  
PTY LTD by an authorised officer  
in the presence of:



Signature of authorised officer

Signature of witness

GARY NORTH  
Name of witness

SCOTT NORTH  
Name of authorised officer / title



## SCHEDULE 1

## PATENTS

Number	Title	Filing Date	Sealing Date	Country
PJ5353	Method and apparatus for subjecting produce to a controlled atmosphere	19/07/1989		Australia
58511/90	Method and apparatus for subjecting produce to a controlled atmosphere	2/07/1990		Australia
2085353	Method and apparatus for subjecting produce to a controlled atmosphere	2/07/1990		Canada
90909586.1	Method and apparatus for subjecting produce to a controlled atmosphere	2/07/1990		European Patent Office
PCT/AU90/0283	Method and apparatus for subjecting produce to a controlled atmosphere	2/07/1990		Patent Cooperation Treaty
551773	Method and apparatus for subjecting produce to a controlled atmosphere	12/07/1990	20/08/1991	United States of America
PJ5970	Refrigeration cabinets	25/08/1989		Australia
PJ6038	Ripening of produce	30/08/1989		Australia
544757	Air handling heat exchanger humidifying apparatus	18/01/2006	15/03/2007	New Zealand
207572	Heat exchanger	21/03/1984	21/03/1984	New Zealand
569232	Heat exchanger	09/10/2007		Australia
8407228	heat exchanger	20/03/1984	9/04/1986	United Kingdom
2006200056	Air handling heat exchanger humidifying apparatus	6/01/2006	5/05/2011	Australia
193378	High humidity and/or refrigeration apparatus	12/05/1988	5/12/1989	United States of America
7669838	Air handling heat exchanger humidifying apparatus	20/01/2006	2/03/2010	United States of America
	New provisional patent application entitled banana ripener			Australia

## SCHEDULE 2

## TRADE MARKS

Country	Number	Mark	Filing Date	Class
New Zealand	142643	THERMFRESH	8 June 1982	11
New Zealand	142650	THERMPAK	8 June 1982	11
India	590241	THERMFRESH	8 February 1993	11
United States of America	3277568	THERMPAK	8 November 2005	11
United States of America	78/715598	THERMPAC	19 September 2005	11
United States of America	3277386	THERMFRESH	19 September 2005	11
New Zealand	735765	THERMPAK	16 September 2005	11
New Zealand	735801	THERMFRESH	19 September 2005	11
Australia	323287	THERMPAK	23 October 1978	11
Australia	350902	THERMFRESH	15 September 1980	11

**SCHEDULE 3****DESIGNS**

Country	Number	Filing Date	Registration Date	Title
Australia	315315	14 May 2007	24 July 2007	Humidifying Unit Case
United Kingdom	4005265	13 November 2007	6 February 2008	Humidifying Unit Case
New Zealand	410034	14 November 2007	31 July 2008	Humidifying Unit Case
→ United States	D581505	14 November 2007	25 November 2008	Humidifying Unit Case