

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNMENT																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr><td>Charmayne Oldani</td><td>11/05/2012</td></tr> <tr><td>BCS Technologies Group Pty Ltd</td><td>11/05/2012</td></tr> <tr><td>Andrew Richard Wyatt</td><td>11/05/2012</td></tr> <tr><td>Adaptronic Electronics Pty Ltd</td><td>11/05/2012</td></tr> <tr><td>David John Bull</td><td>11/05/2012</td></tr> <tr><td>Michael John Batty</td><td>11/05/2012</td></tr> <tr><td>Yassaman Pouladi</td><td>11/05/2012</td></tr> <tr><td>Peter Charles Spencer</td><td>11/05/2012</td></tr> <tr><td>Clear Choice Usability Pty Limited</td><td>11/05/2012</td></tr> <tr><td>Dean Allan Wood</td><td>11/05/2012</td></tr> <tr><td>Nielsen Design Associates Pty Ltd</td><td>11/05/2012</td></tr> <tr><td>Sandy McNeil</td><td>11/05/2012</td></tr> </tbody> </table>		Name	Execution Date	Charmayne Oldani	11/05/2012	BCS Technologies Group Pty Ltd	11/05/2012	Andrew Richard Wyatt	11/05/2012	Adaptronic Electronics Pty Ltd	11/05/2012	David John Bull	11/05/2012	Michael John Batty	11/05/2012	Yassaman Pouladi	11/05/2012	Peter Charles Spencer	11/05/2012	Clear Choice Usability Pty Limited	11/05/2012	Dean Allan Wood	11/05/2012	Nielsen Design Associates Pty Ltd	11/05/2012	Sandy McNeil	11/05/2012
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<table border="1"> <tr><td>Name:</td><td>Kismet Design Pty Ltd</td></tr> <tr><td>Street Address:</td><td>146 Cooma Street</td></tr> <tr><td>City:</td><td>Queanbeyan</td></tr> <tr><td>State/Country:</td><td>AUSTRALIA</td></tr> <tr><td>Postal Code:</td><td>NSW 2620</td></tr> </table>		Name:	Kismet Design Pty Ltd	Street Address:	146 Cooma Street	City:	Queanbeyan	State/Country:	AUSTRALIA	Postal Code:	NSW 2620																
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CORRESPONDENCE DATA																											
Fax Number:	9723672002																										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																											
Phone:	9723672001																										
Email:	REED@CCLAW.COM																										

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Correspondent Name:	CARSTENS & CAHOON, LLP
Address Line 1:	P.O. Box 802334
Address Line 4:	DALLAS, TEXAS 75380-2334

ATTORNEY DOCKET NUMBER:	CALLN.00008
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NAME OF SUBMITTER:	Colin P. Cahoon
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Total Attachments: 15

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CONFIRMATORY DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS DEED is made on the

5 day of November

two thousand and eleven 

BETWEEN KISMET DESIGN PTY LTD ACN 121 780 854 of 146 Cooma Street, Queanbeyan, in the State of New South Wales ("Kismet")

AND CHARMAYNE OLDANI of 146 Cooma Street, in the State of New South Wales ("Oldani")

AND BCS TECHNOLOGIES GROUP PTY LTD ACN 103 740 616 of 2 Lane Cove Plaza, Lane Cove in the State of New South Wales ("BCS")

AND ANDREW RICHARD WYATT of 1 Nes St, Chatswood, in the State of New South Wales ("Wyatt")

AND ADAPTRONIC ELECTRONICS PTY LTD ACN 126 860 633 of 25/44 Carrington Road, Castle Hill in the State of New South Wales ("Adaptronic")

AND DAVID JOHN BULL of 136 Riverview St, Riverview, in the State of New South Wales ("Bull")

AND MICHAEL JOHN BATTY of 72 Boundary Rd, North Epping, in the State of New South Wales ("Batty")

AND YASSAMAN POULADI of 15 Princes Street, Ryde, in the State of New South Wales ("Pouladi")

AND PETER CHARLES SPENCER of 18 Division Street, Coogee, in the State of New South Wales ("Spencer")

AND CLEAR CHOICE USABILITY PTY LIMITED ACN 121 681 347 of 3 Vincent Place, Davidson, in the State of New South Wales ("Clear Choice")

AND DEAN ALLAN WOOD of 3 Vincent Place, Davidson, in the State of New South Wales ("Wood")

AND NIELSEN DESIGN ASSOCIATES PTY LTD ACN 000 917 117 of 33 Alexandra Street, Hunters Hill ("NDA")

AND SANDY MCNEIL of 30 Batemans Road, Gladesville, in the State of New South Wales ("McNeil")

BACKGROUND

- A. Kismet engaged BCS and NDA to work on the Project as independent contractors.
- B. In the course of the Project, the Intellectual Property arose.
- C. It was an implied term of Kismet's engagement of BCS that the Intellectual Property created in the course of the Project by BCS, its employees, and its contractors, would be owned by Kismet.
- D. It was an implied term of Kismet's engagement of NDA that the Intellectual Property created in the course of the Project by NDA, its employees, and its contractors, would be owned by Kismet.
- E. Oldani is a director of Kismet, participated in the Project, and her participation in the Project was upon the basis that any Intellectual Property created by her would be owned by Kismet.
- F. Bull, Batty and Pouladi were employees that were employed by BCS, participated in the Project, and accordingly may have contributed to the Intellectual Property.
- G. Spencer, Clear Choice, and Adaptronic were engaged by BCS to work on the Project as independent contractors, participated in the Project, and accordingly may have contributed to the Intellectual Property.

- H. Wood is employed by Clear Choice, and its contribution to the Project was made by Wood in the course of his employment by Clear Choice.
- I. Wyatt is employed by Adaptronic, and its contribution to the Project was made by Wyatt in the course of his employment by Adaptronic.
- J. McNeil was an employee that was employed by NDA, participated in the Project, and accordingly may have contributed to the Intellectual Property.
- K. The parties have agreed to enter into this Deed to confirm the vesting of the whole of the Intellectual Property in Kismet.

THIS DEED PROVIDES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Intellectual Property means

- (a) patent application 2010902176 filed on 19 May 2010, entitled "Heat Transfer Devices, a Feed Forward System for Heating a Fluid, and a Method for Heating a Fluid";
- (b) all patent applications (including foreign applications) that are filed or may later be filed based on or corresponding to the application in (a);
- (c) all divisional and continuation, in whole or in part, applications and reissue applications based on any of the foregoing patent applications;
- (d) all issued and unexpired patents resulting from any application in (a), (b), or (c) above;
- (e) all issued and unexpired reissue, re-examination, renewal, or extension patents that may be based on any such patents; and
- (f) all IP which arose in the course of the Project.

IP means

- (a) an invention or discovery; manner, method or process of manufacture; method or principle of construction; chemical composition or formulation; biological material; computer program; integrated circuit, circuit layout or semiconductor chip layout or design; plan, drawing or design; or scientific, technical or engineering information or document;
- (b) improvement, modification or development of any of the foregoing which exists as at the date of this Deed;
- (c) patent, application for a patent, right to apply for a patent or similar rights for or in respect of any Intellectual Property referred to in sub-paragraphs (a) or (b);
- (d) trade secret, know-how, or right of secrecy or confidentiality in respect of any information or document or other Intellectual Property referred to in sub-paragraphs (a) or (b);
- (e) copyright or other rights in the nature of copyright subsisting in any works or other subject matter referred to in sub-paragraphs (a) or (b); and
- (f) circuit layout rights.

Project means:

- (a) the project identified by BCS as T1148 entitled "Milk Bottle Development", or
 - (b) the project identified by NDA as job no. 1011 entitled "Bottle Warner"
- or both, as applicable.

1.2 Interpretation

- (a) A reference to a party to this Deed includes a reference to that party's representatives, namely that party's executor, administrator, successors, permitted assigns, guardian, and trustee in bankruptcy, all of whom, respectively, are bound by the provisions of this Deed.
- (b) Headings in this Deed are inserted for guidance only, and shall not affect the meaning and interpretation of the remaining provisions of this Deed.
- (c) Words in this Deed importing the singular number or plural number shall include the plural number and singular number respectively.
- (d) Words in this Deed importing persons include all persons, entities and associations, including companies, trusts, bodies corporate, statutory bodies, partnerships, and joint ventures.
- (e) Where a word or phrase is given a particular meaning in this Deed, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- (f) A reference to an amount of currency is a reference to that amount in Australian dollars.
- (g) Where a party to this Deed is more than one person the covenants and obligations on their part contained in this Deed are binding upon each of them jointly and severally.
- (h) The word "including" is not a word of limitation.
- (i) If an act must be done on a day on which banks are not ordinarily open for business at the place where that act must be done, that act must be done on the immediately following day that banks are ordinarily open for business at that place.
- (j) A reference to any statute is a reference to that statute, as amended and in force from time to time.

2. ASSIGNMENT BY OLDANI TO KISMET

- (a) Oldani confirms that her contribution to the Project was made by her in the course of her directorship in Kismet, and on the basis that any contribution by her to the Intellectual Property would be owned by Kismet.
- (b) Oldani assigns all her right title and interest in and to the Intellectual Property, to Kismet.

3. ASSIGNMENT BY BCS EMPLOYEES TO BCS

- (a) Bull, Batty and Pouladi confirm that their contribution to the Project was made by them in the course of their employment by BCS, and accordingly that all the Intellectual Property, if any, created or developed by them vested in BCS.
- (b) By way of confirmation, Bull, Batty and Pouladi assign all their right title and interest in and to the Intellectual Property, to BCS.

4. ASSIGNMENT BY WOOD TO CLEAR CHOICE

- (a) Wood confirms that his contribution to the Project was made by him in the course of his employment by Clear Choice, and accordingly that all the Intellectual Property, if any, created or developed by him vested in Clear Choice.
- (b) By way of confirmation, Wood assigns all his right title and interest in and to the Intellectual Property, to Clear Choice.

5. ASSIGNMENT BY WYATT TO ADAPTRONIC

- (a) Wyatt confirms that his contribution to the Project was made by him in the course of his employment by Adaptronic, and accordingly that all the Intellectual Property, if any, created or developed by him vested in Adaptronic.
- (b) By way of confirmation, Wyatt assigns all his right title and interest in and to the Intellectual Property, to Adaptronic.

6. ASSIGNMENT BY BCS CONTRACTORS TO BCS

- (a) Spencer, Clear Choice and Adaptronic confirm that their contribution to the Project was made by them in the course of their engagement by BCS as independent contractors.
- (b) Spencer, Clear Choice, Adaptronic and BCS confirm that it was an implied term of the engagement of Spencer, Clear Choice and Adaptronic by BCS that the Intellectual Property if any, created or developed by them, vested in BCS.
- (c) By way of confirmation, Spencer, Clear Choice and Adaptronic assign all their right title and interest in and to the Intellectual Property, to BCS.
- (d) Spencer, Clear Choice, Adaptronic and BCS acknowledge that all payments due to Spencer, Clear Choice and Adaptronic have been made by BCS to Spencer, Clear Choice, and Adaptronic, including all applicable goods and services tax.

7. ASSIGNMENT BY BCS TO KISMET

- (a) BCS confirms that its contribution to the Project was made by it in the course of its engagement by Kismet as an independent contractor.
- (b) BCS and Kismet confirm that it was an implied term of the engagement of BCS by Kismet that the Intellectual Property if any, created or developed by it, vested in Kismet.
- (c) By way of confirmation, BCS assigns all its right title and interest in and to the Intellectual Property, to Kismet.
- (d) BCS and Kismet acknowledge that all payments due to BCS have been made by Kismet to BCS, including all applicable goods and services tax.

8. ASSIGNMENT BY MCNEIL TO NDA

- (a) McNeil confirms that his contribution to the Project was made by him in the course of his employment by NDA, and accordingly that all the Intellectual Property, if any, created or developed by him vested in NDA.
- (b) By way of confirmation, McNeil assigns all his right title and interest in and to the Intellectual Property, to NDA.

9. ASSIGNMENT BY NDA TO KISMET

- (a) NDA confirms that its contribution to the Project was made by it in the course of its engagement by Kismet as an independent contractor.
- (b) NDA and Kismet confirm that it was an implied term of the engagement of NDA by Kismet that the Intellectual Property if any, created or developed by it, vested in Kismet.
- (c) By way of confirmation, NDA assigns all its right title and interest in and to the Intellectual Property, to Kismet.
- (d) NDA and Kismet acknowledge that all payments due to NDA have been made by Kismet to NDA, including all applicable goods and services tax.

10. FURTHER ASSURANCE

Each party must sign all such further documents as Kismet may require, at Kismet's expense, to more fully vest the Intellectual Property in Kismet.

11. CONSENT

To the extent that a consent by any party for any assignment under this Deed to any other party is required, that consent is hereby given.

12. DISCLOSURE AND USE OF INTELLECTUAL PROPERTY

- (a) Each party (other than Kismet) must:
 - (i) maintain the Intellectual Property in strictest confidence;
 - (ii) not disclose the Intellectual Property to any person without the prior written consent of Kismet; and
 - (iii) not use the Intellectual Property in any way without the prior written consent of Kismet.
- (b) Paragraph (a) ceases to apply to such part of the Intellectual Property as has entered or enters the public domain after the date of this Deed, other than by a breach of this Deed by a party assigning under this Deed, or as required by law or a court order.

13. APPLICABLE LAW

- (a) The parties agree that this Deed is made and entered into in the State of New South Wales in Australia.
- (b) The parties agree to submit themselves to the non-exclusive jurisdiction of the laws in force for the time being in New South Wales.
- (c) The parties agree to submit themselves to the non-exclusive jurisdiction of the Courts in New South Wales.

14. COUNTERPARTS

This Deed may be executed in any number of counterparts. A counterpart may be a facsimile. Together all counterparts make up one instrument.

SIGNATURES OF PARTIES

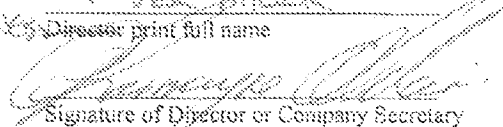
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 for KISMET DESIGN PTY LTD)
 in the presence of)



Signature

Lester M. Wall

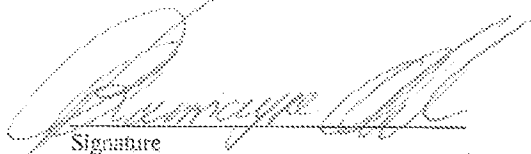
Witness Director print full name



Signature of Director or Company Secretary

Charmayne Oldani
 Director or Company Secretary print full name

SIGNED SEALED AND DELIVERED)
 By CHARMAYNE OLDANI)
 in the presence of)



Signature

Charmayne Oldani
 Signatory print full name

Signature of witness



Signature of witness

Lester M. Wall

Witness print full name

SIGNED SEALED AND DELIVERED
for BCS TECHNOLOGIES GROUP PTY
LTD
in the presence of

Signature

Director print full name

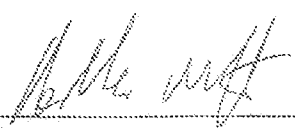
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Director or Company Secretary print full name

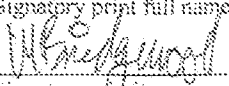
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By ANDREW RICHARD WYATT

in the presence of

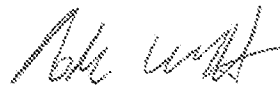

Signature

Andrew Wyatt
Signatory print full name

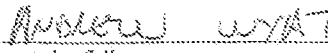

Signature of witness

Martin Bridgewood
Witness print full name

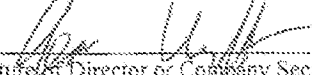
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for ADAPTRONIC ELECTRONICS PTY)
Ltd)
in the presence of)



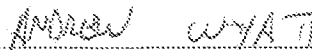
Signature



Director print full name



Signature of Director or Company Secretary

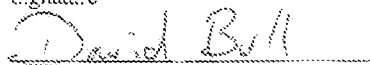


Director or Company Secretary print full name

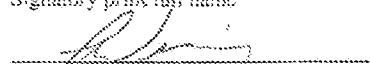
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in the presence of



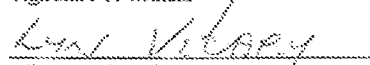
Signature



Signatory print full name



Signature of witness



Witness print full name

SIGNED SEALED AND DELIVERED
By MICHAEL JOHN BATTY
in the presence of

Michael Batty
Signature

Michael John Batty
Signatory print full name

Jon Bruinsma
Signature of witness

Jon Bruinsma
Witness print full name

Michael Batty 11/5/11

SIGNED SEALED AND DELIVERED

By YASSAMAN POULADI

in the presence of

Yassaman Pouladi
Signature

Yassaman Pouladi
Signatory print full name

SW
Signature of witness

STEPHEN 'MAC' AASE
Witness print full name

11/05/2011

SIGNED SEALED AND DELIVERED
By PETER CHARLES SPENCER
in the presence of

P. Spencer

Signature

Peter Charles Spencer

Signatory print full name

Signature of witness

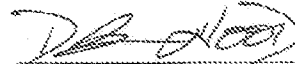
Jessie Anne Spencer

Witness print full name

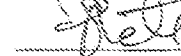
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SIGNED SEALED AND DELIVERED)
For CLEAR CHOICE USABILITY PTY)
LIMITED)
in the presence of)


Signature

DEAN ALLAN WOOD
Director print full name

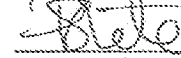

Signature of Director or Company Secretary

PAULA GLETE
Director or Company Secretary print full name

SIGNED SEALED AND DELIVERED)
by DEAN ALLAN WOOD)
in the presence of)


Signature

DEAN ALLAN WOOD
Signatory print full name


Signature of witness

PAULA GLETE
Witness print full name

SIGNED SEALED AND DELIVERED
 for NIELSEN DESIGN ASSOCIATES
PTY LTD
 in the presence of

)
)
)
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Signature

Director print full name

Signature of Director or Company Secretary

Director or Company Secretary print full name

SIGNED SEALED AND DELIVERED
 By SANDY MCNEIL
 in the presence of

)
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Signature

Signatory print full name

Signature of witness

Witness print full name