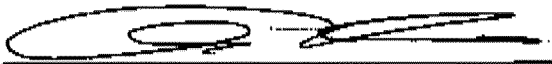


Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 03/31/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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-Operative Research Centre For Advanced Automotive Technology Ltd. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>SMR Automotive Australia Pty Ltd</u> Internal Address: _____ Street Address: _____ <u>Sherriffs Road</u> City: <u>Lonsdale</u> State: <u>South Australia</u> Country: <u>Australia</u> Zip: <u>5160</u> Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s): <u>February 15, 2013</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>13/515,161</u> B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Arnold H. Krumholz</u> <u>LERNER, DAVID, LITTENBERG,</u> <u>KRUMHOLZ & MENTLIK, LLP</u> Internal Address: Atty. Dkt.: <u>JONES 3.3-001</u> Street Address: <u>600 South Avenue West</u> City: <u>Westfield</u> State: <u>NJ</u> Zip: <u>07090</u> Phone Number: <u>908-654-5000</u> Fax Number: <u>908-654-7866</u> Email Address: <u>ataylor@ldlkm.com</u>	6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
9. Signature: <div style="text-align: center; margin-top: 20px;">  _____ Signature </div> <div style="text-align: right; margin-top: 20px;"> <u>March 4, 2013</u> _____ Date </div> <div style="text-align: center; margin-top: 20px;"> <u>Arnold H. Krumholz - 25,428</u> _____ Name of Person Signing </div>	8. Payment Information Deposit Account Number <u>12-1095</u> Authorized User Name <u>Arnold H. Krumholz</u> Total number of pages including cover sheet, attachments, and documents: 11

CH \$40.00 121095 13515161

**RECORDATION FORM COVER SHEET (PTO-1595)
(supplemental sheet)**

Additional Conveying Party(ies)/Execution Date(s) (1. Continued):

Additional Assignees (2. Continued):

Assignee Name: University of South Australia

Internal Address: Research and Innovation Services

Street Address: GPO Box 2471

City: Adelaide State: South Ausstralia Country: Australia Zip: 5001

Assignee Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Country: _____ Zip: _____

Assignee Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Country: _____ Zip: _____

Additional Applications and/or Patents (4. Continued):

Additional Patent Application Numbers
4A. Continued:

Additional Patent Numbers
4B. Continued:

Additional numbers attached?

Yes No

Deed of Assignment

Cooperative Research Centre for Advanced Automotive
Technology Ltd ("Assignor")

The Assignees specified in the Schedule ("Assignees")

Parties

Name Cooperative Research Centre for Advanced Technology Ltd ("Assignor")
Address Notice details Suite 57, 574 Plummer Street, Port Melbourne 3207

Name Assignees specified in the Schedule
Address Notice details As specified in the Schedule

Background

- A The Assignor and Assignees are parties to the Project Agreements. They are also parties to the Participants Agreement.
- B Clause 23.1 of the Participants Agreement provides as follows (with reference to the Company being a reference to the Assignor):
 "Subject to any Project Agreement, upon its creation, Project IP will be owned as follows:
 (a) the Company will be the owner of the legal interest in the Project IP;
 (b) the beneficial interest in the Project IP will be owned by:
 (i) the Project Participants; and
 (ii) the Company
 as tenants in common in the Project Shares specified in the Project Details for the relevant Project (or in equal shares for all Project Parties other than the Company (which for the avoidance of doubt will have zero beneficial interest unless otherwise provided) if shares are not specified in the Project Details; and
 (c) the Company will hold the interest of the Project Participants in the Project IP on trust."
- C Clause 25.2 of the Participants Agreement provides that:
 "The Company may retire as trustee with respect to specified Project IP by giving at least 6 months notice in writing to the Project Participants. On resignation as trustee the Company must sign and execute all documents necessary or convenient to vest the Commercialisation Income and/or the Project IP in the Project Participants that are beneficially entitled to it."
- D Assignor has notified the Assignees of its retirement as trustee with respect to the Project IP with effect from the Effective Date, by letter dated 13 December 2011.
- E By this deed the Assignor is vesting in the Assignees, with effect on and from the Effective Date:
 (a) the Assignor's legal interest in the Project IP;
 (b) If the Assignor owns any beneficial interest in the Project IP, then all such beneficial ownership in the Project IP, and
 (c) Commercialisation Income with respect to the Project IP
 on the terms and conditions of this Deed.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this deed:

Applications means the applications for patents specified in the Schedule.

Commercialisation, Commercialisation Expenses and Commercialisation Income have the meanings as contained in the Participants Agreement (and where the context permits, also include Commercialisation Income received and Commercialisation Expenses incurred by the Assignees).

Commercialisation Opportunity means any opportunity to licence the Project IP for the financial benefit of the Assignees.

Corresponding Applications means applications for patents made in respect of the Inventions which claim the same priority dates as the Applications or are *refiling* of the Applications, divisional applications, continuations or continuations in part and, where the Applications are applications made under the Patent Cooperation Treaty, includes any national or regional phase entry resulting from those applications.

Effective Date means the effective date specified in the Schedule.

Intellectual Property Rights means all intellectual property and proprietary rights, registered or unregistered, including but not limited to the following rights:

- (a) patents, copyright (including all copyright in software), designs, trade marks, know-how, goodwill, reputation, inventions, databases, technical data, computer programs and the right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights or forms of protection of a similar nature or having equivalent or similar effect to any of the rights in paragraphs (a) or (b) which may subsist anywhere in the world.

Inventions means the alleged inventions described in the Applications.

Participants Agreement means the Participants Agreement dated 22 November 2005 for the CRC for Advanced Automotive Technology.

Patents means all patents issuing on the Applications or Corresponding Applications.

Projects means all Projects identified in the Schedule.

Project Agreements means all Project Agreements specified in the Schedule.

Project IP means any and all Intellectual Property developed in the course of carrying out the Projects and includes the Inventions, Applications and Corresponding Applications.

1.2 Interpretation

In this deed, unless the contrary intention appears:

- (a) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of, or schedule or annexure to, this deed and a reference to this deed includes its schedules and annexures;
- (b) a reference to a party includes its executors, administrators, successors and permitted assigns;

2. Effective Date

This deed is effective on and from the effective date specified in the Schedule.

3. Assignment

3.1 With effect on and from the Effective Date, the Assignor hereby assigns to the Assignees all of its rights, title and interest, including existing and future Intellectual Property Rights, in the:

- (a) Project IP; and
- (b) Commercialisation Income with respect to the Project IP

as tenants in common in the Project Shares specified in the Schedule to this deed (or in equal shares for all Project Parties if the Project Shares are not specified in the Schedule)

3.2 Without limiting the generality of clause 3.1, with effect on and from the Effective Date the Assignor hereby assigns to the Assignees the Assignor's whole right, title and interest in:

- (a) the legal interest in the Project IP;
- (b) if the Assignor owns any beneficial interest in the Project IP, then in all such beneficial ownership in the Project IP, and
- (c) the Applications including, without limitation:
 - (i) the right to be named as applicant in the Applications and in all Corresponding Applications;
 - (ii) the priority rights associated with the Applications and Corresponding Applications;
 - (iii) the Inventions; and
 - (iv) the right to sue for infringement of any Patents occurring prior to the Effective Date
 - (v) rights to all Commercialisation Income with respect to the Project IP

4. Responsibilities

4.1 The Assignees will execute (in a timely fashion) all documents required to enable the assignment contained in this deed to be recorded in the relevant Patent Offices in Australia and overseas.

4.2 Further, the Assignees will execute (in a timely fashion) all other documents reasonably required to have the assignment contained in this deed recorded in Patent Offices in Australia and overseas.

- 4.3 Each Assignee is responsible, from the Effective Date, for all Commercialisation Expenses that the Assignee concerned itself incurs with respect to the Project IP. For clarity, from the Effective date, an Assignee shall not be responsible for any expense incurred at any time by any other Assignee or by the Assignor.
- 4.4 As from the Effective Date the Assignor shall have no rights or obligations under the Participants Agreement or in any other way with respect to the Project IP including with respect to seeking or maintaining or lapsing any patent protection, Commercialisation, Commercialisation Income or Commercialisation Expenses (including in respect of recording Commercialisation Income and Commercialisation Expenses) but without prejudice to any rights and obligations of the Assignor and the Assignees which may have accrued prior to the Effective Date.
- 4.5 The Assignees shall arrange (and, where reasonably requested by the Assignees, with the assistance of the Assignor) that Commercialisation Income and Commercialisation Expenses will, as from the Effective Date, be forwarded by relevant third parties to the Assignees.
- 4.6 From the date of signing this Deed until the Effective Date, the Assignor shall not incur any Commercialisation Expense or deal with the Project IP in any way without the express written permission of the Assignees.
- 4.7 Each Assignee has been granted the Project IP use rights identified in Schedule 1.
- Either Assignee may secure an exclusive Commercialisation Opportunity only with the prior written consent of all other Assignees.
- Either Assignee may secure a non-exclusive Commercialisation Opportunity outside of the prior use rights by providing at least 3 months notice to all other Assignees and subject to sub-clause 4.8.
- 4.8 If any Assignee deems such non-exclusive Commercialization Opportunity to be not in the financial best interests of the majority of the Assignees, they may object in writing within 30 days of receipt of notice of the opportunity. In such case, the President for the time being of the Licensing Executives Society (Australia and New Zealand) will provide adjudication on whether the Commercialisation Opportunity is to proceed.
- Further, in the absence of any written agreement to the contrary, and for clarification, any Commercialisation Income earned outside of the prior use rights, less Expenses incurred, after the Effective Date, shall accrue to the Assignees as tenants in common in the Project Shares specified in the Schedule (or in equal shares for all Project Parties if Project Shares are not specified in the Schedule).
- 4.9 In respect of any patent application or patent process, SMR shall be the party responsible to make decisions with respect to patent protection of the Project IP or the lapsing of patent protection for Project IP provided that:
- (a) The costs incurred in carrying out these decisions shall be the responsibility of the SMR. If future Commercialisation Income is generated through activities identified in sub-clause 4.7 then the cost incurred will be proportioned in line with the distribution of Commercialisation Income.
- (b) Such Assignee shall consult with and give the other Assignees reasonable notice of the action proposed and provide the opportunity to the other Assignees to contribute to the patent claims, specifications and responses to Patent Office.

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- (c) If a decision is made to lapse any patent application or protection then a reasonable notice period be given to enable discussions around whether one or more of the other Assignees wishes to take over responsibility and related costs for that patent or patent application. Further, in relation to claims or territories in which the abovementioned Assignee does not wish to pursue protection, such Assignee must provide reasonable written notice providing the other Assignees with an opportunity to take over the responsibility and related costs for that patent or patent application;
- (d) In situations other than that referred to in the preceding sub-clause 4.7 (c) co-ownership of the Project IP is not affected without the written consent of authorised representatives of all Assignees.
- (e) Nothing in this agreement shall prevent any Assignee from instigating actions at their own cost for patent infringement in relation to the Project IP after consultation with the other Assignees. In this event, the other Assignees shall cooperate as reasonably necessary to assist, and the Assignee taking such action shall be entitled to retain any proceeds recovered in such action.

5. Further Obligations

- 5.1 If there is any stamp duty applicable to this deed then that is to be borne by the Assignees, as tenants in common in the Project Shares specified in the Schedule to this deed (or in equal shares for all Project Parties if the Project Shares are not specified in the Schedule).
- 5.2 The Assignor, or the person acting on its behalf and authorised by the Assignor to do so, must upon the Assignees' request (and at the Assignees' cost) do all acts and execute all documents reasonably necessary or desirable to enable the Assignees to apply for registration of, to effect the Assignees' title to, the Intellectual Property Rights assigned to the Assignees under clause 3.

6. Clarification

For clarification, this Deed, which refers to the Assignor's resignation as trustee of the Project IP (see Recital D), does not seek to effect the Assignor's retirement from the Centre. This Deed does not affect (other than as set out in clauses 2 to 7 inclusive) the parties' other rights and obligations under the Participants Agreement. For example, the Assignees continue to be obligated to report to the Assignor as per clause 19.3 and parties continue to be obligated under the Publications clause being clause 35 and under the Public Announcements clause being clause 37. The naming of these three clauses does not affect the continued application of the other provisions of the Participants Agreement to the extent that they are not in conflict with this Deed. This Deed takes priority over any surviving clauses of the Participants Agreement.

7. Miscellaneous

- 7.1 This deed is governed by the law of South Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia.
- 7.2 This deed may be altered only in writing signed by each party.
- 7.3 Part or all of any provision of this deed that is illegal or unenforceable may be severed from this deed and the remaining provisions of this deed continue in force.
- 7.4 Waiver of any provision of or right under this deed:
 - (a) must be in writing signed by the party entitled to the benefit of that provision or right; and

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- (b) is effective only to the extent set out in any written waiver.
- 7.5 This deed constitutes the entire agreement between the parties as to its subject matter. Any previous understanding, agreement or representation relating to that subject matter (including without limiting the generality, clause 24 of the Participant's Agreement) is replaced by this deed and is of no further effect.
- 7.6 Any term of this deed by its nature intended to survive termination of this deed survives termination of this deed.

Schedule 1**Assignees**

SMR Automotive Australia Pty Ltd ABN: 77 007 550 094 ("SMR") and
University of South Australia ABN: 37 191 313 308 ("UniSA")

Effective Date

30 June 2012

Prior agreed Project IP use rights

It has been agreed that a non-exclusive, world-wide, perpetual, royalty-free right to use the Project IP will be granted to each Assignee in their particular Field of Use. For the purposes of this agreement, the respective Fields of Use are:

- For prior rights granted to SMR: Automotive design and/or automotive manufacture and/or automotive applications, and
- For prior rights granted to the University of South Australia: Research and/or Education.

Project Agreements & Project Title A

Project Agreements	Reference
Plastic Mirror – Coating Development	C1-48

Project Shares

Project Participant	Project Share
SMR	54%
UniSA	46%

Applications for Patents

"Chromium-Based Reflective Coating"

APPA Details: 2012900287

Project Agreements & Project Title B

Project Agreements	Reference
Plastic Mirror – Process Development	C1-25

Project Shares

Project Participant	Project Share
SMR	51%
UniSA	49%

Applications for Patents

"Plastic Automotive Mirrors"


APPA Details: 2009905281

Signing page

EXECUTED as a deed

Dated: 15 FEBRUARY 2013

Executed by
**Cooperative Research Centre for
Advanced Automotive Technology Ltd**
(ABN 88 117 036 408) in accordance with
s127 of the Corporations Act 2001



Signature of Director

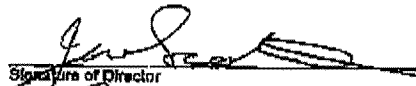
BARRY COMBEN
Print name of Director



Signature of Director/Secretary

IAN CHRISTENSEN
Print name of Director/Secretary

Executed by
SMR Automotive Australia Pty Ltd
(ABN 77 007 550 094) in accordance with
s127 of the Corporations Act 2001



Signature of Director

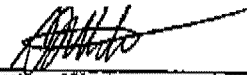
John Scott
Print name of Director



Signature of Director/Secretary

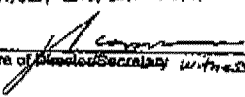
PUNJET SAM
Print name of Director/Secretary *CEO*

Executed by
University of South Australia (ABN 37
191 313 308) in accordance with s127 of
the Corporations Act 2001



Signature of Director
RESEARCH AND INNOVATION SERVICES

STEPHEN RODDA
Print name of Director



Signature of Director/Secretary witness

SABINA CARUSO
Print name of Director/Secretary witness