# 502255254 03/06/2013

## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Robert Fries	09/04/2012
Maweja Kasonde	08/13/2012
John James Barry	08/13/2012

### RECEIVING PARTY DATA

Name:	Element Six (Production) (Pty) Ltd
Street Address:	Debid Road
City:	Springs
State/Country:	SOUTH AFRICA
Postal Code:	1559

# PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13702036

### CORRESPONDENCE DATA

Fax Number: 3142592020

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: kahonold@bryancave.com

Correspondent Name: Benjamin J. Sodey
Address Line 1: Bryan Cave LLP

Address Line 2: 211 N. Broadway, Suite 3600
Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	PF1008USW0_0345523
NAME OF SUBMITTER:	Benjamin J. Sodey

### Total Attachments: 4

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> PATENT REEL: 029933 FRAME: 0488

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### ASSIGNMENT

#### PARTIES:

- (1) Robert FRIES and Maweja KASONDE both of Element Six (Production)
  (Pty) Ltd of Debid Road, Nuffield, Springs 1559, South Africa
  (hereinafter collectively and severally "the INVENTOR")
- (2) ELEMENT SIX (PRODUCTION) (PTY) LTD of Debid Road, Nuffield, Springs 1559, South Africa ("the ASSIGNEE")

### WHEREAS:

A. The INVENTOR is an inventor of the invention ("the INVENTION") which is the subject of the following patent application(s) (hereinafter collectively and severally "the APPLICATION"):

Country	Application No. and Application Date (Publication No. and Publication Date)	Inventors	Title	References
GB	1010061.8 filed on 16 June 2010	John James BARRY; Robert FRIES and	Rotary Machine Tools	PF1008-GB-0
US	61/355,243 filed on 16 June 2010	Maweja KASONDE		PF1008-US-0
GB	1109823.3 filed on 13 June 2011 (GB2481295 published on 21 December 2011)		Cutter Elements, Rotary Machine Tools Comprising Same and Method for Making Same	PF1008-GB-2
wo	PCT/EP2011/059757 filed on 13 June 2011 (WO2011/157667 published on 22 December 2011)			PF1008-WO-0

- B. The INVENTOR's contribution to the INVENTION was made by the INVENTOR during the normal course of the INVENTOR's duties as an employee of the ASSIGNEE, or under a fiduciary duty as a director of the ASSIGNEE, or pursuant to a commission by the ASSIGNEE, and in circumstances such that, as between the INVENTOR and the ASSIGNEE, all the INVENTOR's rights in the INVENTION (including the APPLICATION) has at all relevant times been taken to belong to the ASSIGNEE, or the ASSIGNEE has been beneficially entitled to the same.
- C. For the avoidance of doubt and so as to confirm the ASSIGNEE's legal title to the same, the parties have agreed to execute this Assignment for the purpose of ensuring that all the INVENTOR's rights in the INVENTION (including the APPLICATION and all other intellectual property rights) are vested in the ASSIGNEE.

# IT IS AGREED THAT:

In consideration of the sum of US\$1 (one US dollar) paid by the ASSIGNEE to the INVENTOR, receipt of which is hereby acknowledged:

1.1 The INVENTOR as necessary hereby confirms the assignment of, and assigns, to the ASSIGNEE, effective as of the date of the INVENTION ("the EFFECTIVE DATE"), and the ASSIGNEE as necessary hereby confirms its acceptance of, and accepts, from the EFFECTIVE DATE, all the INVENTOR's property, right, title, and interest in and to the INVENTION and the APPLICATION for all relevant states including without limitation:

PATENT REEL: 029933 FRAME: 0489

- (a) the right to apply for and obtain patents in respect of the INVENTION in any country in the world;
- (b) all right title and interest in and to the APPLICATION and all patent applications, patents and supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the same or otherwise relate to the INVENTION, including any divisionals, continuations, reissues, re-examination certificates, extensions, renewals and registrations in relation to any thereof and all and any other rights in the inventions comprised in any of the same (hereinafter collectively and severally "the PATENT RIGHTS");
- (c) the benefit of all priority dates;
- (d) the right to seek and to obtain registrations in any country in the world in respect of any patent deriving from the APPLICATION or otherwise included in the PATENT RIGHTS;
- (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the PATENT RIGHTS or of the rights conferred by the publication of any of the same.
- 1.2 The INVENTOR agrees to execute all such documents as may be required to ensure the vesting in the ASSIGNEE of the PATENT RIGHTS, all at the expense of the ASSIGNEE.
- 1.3 This Assignment shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English Courts in respect of any dispute relating to this Assignment.

Signed by	the INVENTOR
Signature:	Robert FRIES
Name:	
Date:	4/9/2012
	,
Signed by	the INVENTOR
Signature:	Z. Z
Name:	Maweja KASONDE
Date:	13 AU 9UST 2012
Signed on	behalf of the ASSIGNEE: Element Six (Production) (Pty) Ltd
Company	
Signature:	am
Name:	MR A.M. HUOSON
Position	DIRECTOR: PRODUCTION, ON E GAS
Date:	28. 8.2012

### ASSIGNMENT

#### PARTIES:

- John James BARRY of Element Six Limited, Shannon Airport, Co. Clare, Ireland ("the INVENTOR")
- (2) ELEMENT SIX LIMITED of Shannon Airport, Co. Clare, Ireland ("the ASSIGNEE")

#### WHEREAS:

A. The INVENTOR is an inventor of the invention ("the INVENTION") which is the subject of the following patent application(s) (hereinafter collectively and severally "the APPLICATION"):

Country	Application No. and	Inventors	Title	References
	Application Date			
	(Publication No. and			
	Publication Date)			
GB	1010061.8 filed on	John James	Rotary Machine Tools	PF1008-GB-0
	16 June 2010	BARRY;		
		Robert FRIES and		ŀ
US	61/355,243 filed on	Maweja		PF1008-US-0
	16 June 2010	KASONDE		
GB	1109823.3 filed on		Cutter Elements, Rotary	PF1008-GB-2
	13 June 2011		Machine Tools Comprising	
	(GB2481295		Same and Method for Making	
	published on		Same	
	21 December 2011)			
WO	PCT/EP2011/059757			PF1008-WO-0
	filed on 13 June 2011			
	(WO2011/157667			
	published on			
	22 December 2011)			

- B. The INVENTOR's contribution to the INVENTION was made by the INVENTOR during the normal course of the INVENTOR's duties as an employee of the ASSIGNEE, or under a fiduciary duty as a director of the ASSIGNEE, or pursuant to a commission by the ASSIGNEE, and in circumstances such that, as between the INVENTOR and the ASSIGNEE, all the INVENTOR's rights in the INVENTION (including the APPLICATION) has at all relevant times been taken to belong to the ASSIGNEE, or the ASSIGNEE has been beneficially entitled to the same.
- C. For the avoidance of doubt and so as to confirm the ASSIGNEE's legal title to the same, the parties have agreed to execute this Assignment for the purpose of ensuring that all the INVENTOR's rights in the INVENTION (including the APPLICATION and all other intellectual property rights) are vested in the ASSIGNEE.

## IT IS AGREED THAT:

In consideration of the sum of US\$1 (one US dollar) paid by the ASSIGNEE to the INVENTOR, receipt of which is hereby acknowledged:

1.1 The INVENTOR as necessary hereby confirms the assignment of, and assigns, to the ASSIGNEE, effective as of the date of the INVENTION ("the EFFECTIVE DATE"), and the ASSIGNEE as necessary hereby confirms its acceptance of, and accepts, from the EFFECTIVE DATE, all the INVENTOR's property, right, title, and interest in and to the INVENTION and the APPLICATION for all relevant states including without limitation:

PATENT REEL: 029933 FRAME: 0491

- (a) the right to apply for and obtain patents in respect of the INVENTION in any country in the world;
- (b) all right title and interest in and to the APPLICATION and all patent applications, patents and supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the same or otherwise relate to the INVENTION, including any divisionals, continuations, reissues, re-examination certificates, extensions, renewals and registrations in relation to any thereof and all and any other rights in the inventions comprised in any of the same (hereinafter collectively and severally "the PATENT RIGHTS");
- (c) the benefit of all priority dates;
- (d) the right to seek and to obtain registrations in any country in the world in respect of any patent deriving from the APPLICATION or otherwise included in the PATENT RIGHTS;
- (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the PATENT RIGHTS or of the rights conferred by the publication of any of the same.
- 1.2 The INVENTOR agrees to execute all such documents as may be required to ensure the vesting in the ASSIGNEE of the PATENT RIGHTS, all at the expense of the ASSIGNEE.
- 1.3 This Assignment shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English Courts in respect of any dispute relating to this Assignment.

Signed by the	INVENTOR / / /
Signature:	F1/2/
Name:	James BARRY
Date:	Ang 13th 2012
	$\sigma$
Signed on beha	alf of the ASSIGNEE:
Company name	Element Six Limited, Ireland
Signature:	SJ Fledow Valo
Name:	Sushu FLETONER LATTS
Position	Aumorised Signatury
Date:	23 Avrily 2012

PATENT REEL: 029933 FRAME: 0492

RECORDED: 03/06/2013