

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Holmes Solutions Limited	04/01/2012
RECEIVING PARTY DATA	
Name:	Eddy Current Limited Partnership
Street Address:	50 Customhouse Quay
Internal Address:	Level 2, Tower Centre
City:	Wellington
State/Country:	NEW ZEALAND
Postal Code:	6011
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29359927
CORRESPONDENCE DATA	
Fax Number:	3
<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 South Wacker Drive
Address Line 2:	Suite 2500
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	5441.91663
NAME OF SUBMITTER:	Lawrence J. Crain
Signature:	/Lawrence J. Crain/
Date:	07/19/2013

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Total Attachments: 9

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**DEED OF ASSIGNMENT  
OF INTELLECTUAL PROPERTY RIGHTS**

**BETWEEN:** Holmes Solutions Limited

**AND:** Eddy Current Limited Partnership

**DESCRIPTION:**

By this Deed Holmes Solutions Limited assigns to Eddy Current Limited Partnership all its right, title and interest in and to the *Intellectual Property Rights* relating to the *Invention*.

**James & Wells Intellectual Property**

P O Box 2201  
CHRISTCHURCH

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Initialed by: CA

[Signature]

**PATENT**

**REEL: 030839 FRAME: 0915**

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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**BETWEEN**

Holmes Solutions Limited, a New Zealand company having its registered office at Level 2, Tower Centre, 50 Customhouse Quay, Wellington 6011, New Zealand,

("Assignor")

**AND**

Eddy Current Limited Partnership, a New Zealand company having its registered office at Level 2, Tower Centre, 50 Customhouse Quay, Wellington 6011, New Zealand,

("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* shall mean the design applications and/or registered designs set out in the Schedule and any design application or design applications claiming priority from same, and any registered designs granted upon any of the foregoing design applications.

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1.4. *Design Rights* shall mean:

1.4-1. the right to apply for any design 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 designs or equivalent protection when registered; and

1.4-2. the rights conferred by the *Design* including the right to claim priority under any international convention and the right conferred by such *Design* now and when granted.

1.5. *Intellectual Property Rights* shall mean all intellectual property rights whatsoever relating to the *Invention* including without limitation the *Patent*, the *Patent Rights*, the *Design*, the *Design Rights*, the *Copyright* and the *Technical Information*.

1.6. *Invention* shall mean the invention the subject of the *Patent* and the *Design*.

1.7. *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.

1.8. *Patent Rights* shall mean:

1.8-1. 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 when granted; and

1.8-2. 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.

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- 1.9. *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, design registration, 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.

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### 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*.
- 5.2. The **Assignor** shall forthwith disclose to the **Assignee** all improvements in, modifications of or additions to the *Invention* devised or created by the **Assignor** while under a commission for money or money's worth from the **Assignee**.
- 5.2-1. The **Assignor** shall assign to the **Assignee** upon request all *Intellectual Property Rights* relating to all improvements in, modifications of or additions to the *Invention* devised or otherwise created while under a commission for money or money's worth from the **Assignee**.
- 5.3. At the request of the **Assignee**, the **Assignor** shall at **Assignee's** expense execute all documents and do all acts necessary or convenient to enable **Assignee** to:
- 5.3-1. make, prosecute or register in **Assignee's** name an application for a patent, registered design, registered trade mark, or other intellectual property protection in respect of any of the *Intellectual Property Rights*;
- 5.3-2. defend opposition proceedings in respect of any of the *Intellectual Property Rights* against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect **Assignee's** ability to exploit the *Intellectual Property Rights*;
- 5.3-3. defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the *Intellectual Property Rights*;

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5.3-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.

5.4. The **Assignor** shall, at the request of the **Assignee**, and to the extent outstanding, furnish the **Assignee** with full details of and relating to the *Invention*, and the *Intellectual Property Rights* (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the *Invention* and the *Copyright Works*.

5.5. The **Assignor** agrees to treat as confidential all information relating to the *Invention* and the *Intellectual Property Rights* and shall not use, disclose or publish same without the express prior written consent of the **Assignee**. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the **Assignor**. The **Assignor** agrees to seek prior clearance from the **Assignee** in any case of uncertainty.

### 6.0 ASSIGNOR'S WARRANTIES

6.1. The **Assignor** warrants:

6.1-1. The **Assignor** has absolute title to the *Intellectual Property Rights*;

6.1-2. There are no encumbrances or other matters affecting the **Assignor's** capacity to assign the *Invention* and/or the *Intellectual Property Rights* to the **Assignee** free of any encumbrances or interests whatsoever; and

### 7.0 GOVERNING LAW

7.1. 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.

7.2. Each party to this Deed submits to the non-exclusive jurisdiction of the courts of New Zealand.



DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Executed as a Deed this 1 day of April 2012 for and on behalf of  
Holmes Solutions Limited by its duly authorised officers\*

CHRIS ALLINGTON  
Name  
Signature  
CEO  
Position

Desmond Kenneth Bell  
Name  
Signature  
Director  
Position

Witnessed by:

Irina Sestanova  
Name  
Signature  
Office Manager  
Occupation  
29 Pembroke St Christchurch  
Place of Residence

# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Executed as a Deed this 1 day of April 2012 for and on behalf of  
**Eddy Current Limited Partnership** by its duly authorised officers\*

C. Allington  
Name

[Signature]  
Signature

CEO  
Position

Deemond K Ball  
Name

[Signature]  
Signature

Director  
Position

Witnessed by:

Irina Sestakova  
Name

[Signature]  
Signature

Office Manager  
Occupation

29 Penbrave St. Christchurch  
Place of Residence

\* This Deed must be signed by:

- a) Two or more directors of the company; or
- b) 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.

# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

## SCHEDULE

Patent Title	Country	Patent Application Number	Filing Date
Eddy Current Brake	New Zealand	NZ575464	10 March 2009
Eddy Current Brake	Australia	2010221817	29 January 2010
Eddy Current Brake	China	201080020158.5	7 November 2011
Eddy Current Brake	Europe	10734574.6	29 January 2010
Eddy Current Brake	India	6498/CHENP/2011	29 January 2010
Eddy Current Brake	Japan	2011-553971	29 January 2010
Eddy Current Brake	United States of America	13/255,625	29 January 2010
Line Dispensing Device with Eddy Current Braking for use with Climbing and Evacuation	United States of America	12856839	18 August 2010

Design Title	Country	Application/Registration Number	Filing Date
A Rotor	New Zealand	413510	12 April 2010
A Rotor	Australia	11699/2010; 331033	30 April 2010
A Rotor	Canada	135239	30 April 2010
A Rotor	Europe	001211452	28 April 2010
A Rotor	United States of America	29/359,927; D654412	16 April 2010