

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BANLAW PTY LIMITED	04/13/2010
RECEIVING PARTY DATA	
Name:	WALNAB PTY LIMITED
Street Address:	19 Metro Court
City:	Gateshead
State/Country:	AUSTRALIA
Postal Code:	NSW 2290
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12675628
CORRESPONDENCE DATA	
Fax Number:	3123468434
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-346-8380
Email:	IPDOCKET@LPLEGAL.COM
Correspondent Name:	Levenfeld Pearlstein, LLC Intellectual P
Address Line 1:	2 North LaSalle
Address Line 2:	Suite 1300
Address Line 4:	Chicago, ILLINOIS 60602
ATTORNEY DOCKET NUMBER:	37675-82337
NAME OF SUBMITTER:	Mitchell J. Weinstein
Signature:	/MJW/
Date:	08/22/2013
Total Attachments: 4 source=Assignment82337#page1.tif source=Assignment82337#page2.tif source=Assignment82337#page3.tif source=Assignment82337#page4.tif	

CH \$40.00 12675628

THIS DEED is made 13 April

2010

BETWEEN: BANLAW PTY LTD ACN 062 044 071 of 19 Metro Court Gateshead NSW 2290
("Assignor")

AND: WALNAB PTY LTD ACN 140 813 145 of 19 Metro Court Gateshead NSW 2290
("Assignee")

RECITALS

- A. The Assignor is the owner of the entire Intellectual Property Rights.
- B. The Assignor agreed to assign and transmit its entire right, title and interest in and to the Intellectual Property, the Assignee on and from 7 December 2009.

NOW THIS DEED WITNESSES

1 INTERPRETATION AND DEFINITIONS

1.1 Definitions

In this Deed, including the recitals, unless the context otherwise requires:

- (a) **Intellectual Property or Intellectual Property Rights** means the trade marks and patents described in **Schedule 1**.
- (b) **Registered or Registrable Intellectual Property** includes but is not limited to trade marks, patents and designs and any other Intellectual Property of the Assignor registered or capable of being registered, and whether in Australia or overseas, with the relevant Intellectual Property registrar.

1.2 General

In this Deed, including the recitals, unless the context otherwise requires:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provisions substituted for, and any statutory instrument issued under, that legislation or legislative provision;
- (b) a word denoting the singular number includes the plural number and vice versa;
- (c) a word denoting an individual or person includes a corporation, firm, authority, government or governmental authority and vice versa;
- (d) a word denoting a gender includes all genders;
- (e) a reference to a recital, clause, schedule or annexure is to be a recital, clause, schedule or annexure of or to this Deed;
- (f) a reference to any agreement or document is to that agreement or document (and, where applicable any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (g) a reference to any party to this Deed, or any other document or arrangement, includes that party's executors, administrators, substitutes, successors or permitted assigns;
- (h) a reference to "dollars" or "\$" is to an amount in Australian currency.

1.3 Headings and Parts of Speech

In this Deed, including the recitals:

- (a) headings are for convenience of reference only and do not affect interpretation; and
- (b) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

2 ASSIGNMENT

- 2.1 In consideration for payment set out in the Deed of Assignment between the Assignor and the Assignee dated 25 January 2010 ("**the master deed**") the Assignor assigns and transmits its entire right, title and interest in and to the Intellectual Property, to the Assignee on and from 7 December 2009.

3 AUTHORITIES

- 3.1 The Assignor agrees to do all acts as may be reasonably necessary to enable the Assignee to apply for and obtain registration as the registered proprietor of the Registrable Intellectual Property.
- 3.2 The Assignor agree to provide the Assignee with all financial information to the extent that it is required to satisfy the stamp duty authority in each relevant jurisdiction as to the calculation of the stamp duty payable (if any) in respect of this Deed.

4 GOODS AND SERVICE TAX ("GST")

- 4.1 In this section, all terms have the meaning given to them by the:
- (a) *A New Tax System (Goods and Services Tax) Act 1999*;
 - (b) *A New Tax System (Goods and Services Tax) Regulations 1999*;
- as amended from time to time and all material published by the Australian Taxation Office.
- 4.2 The parties agree that all amounts payable under this Deed are exclusive of GST.
- 4.3 In any Taxable Supply under this Deed the Assignee must, subject to the Assignor providing the Assignee with a Tax Invoice, pay to the Assignor an additional amount on account of the GST payable in respect of the Taxable Supply within fourteen (14) days of receiving that Tax Invoice.
- 4.4 If the amount of GST liability of the Assignor under this Deed differs from the amount of GST paid by the Assignor, because of the occurrence of an Adjustment Event, then the Assignor must issue an Adjustment Note to the Assignee within seven (7) days of the Adjustment Event. The amount of GST paid by the Assignee will be adjusted accordingly by a further payment by the Assignee to the Assignor, or by the Assignor to the Assignee, as the case requires, within seven (7) days of the Assignor issuing that Adjustment Note to the Assignee.
- 4.5 If any penalty, interest, or additional tax ("**Extra Liability**") is imposed in relation to the GST payable under this Deed by a party ("**Paying Party**") as a result of the other party's default ("**Defaulting Party**") under this Deed, the Defaulting Party must pay to the Paying Party the amount of any such Extra Liability within fourteen (14) days after the Paying Party provides the Defaulting Party with proof of the Extra Liability. A notice from the ATO will be sufficient proof of the Extra Liability.

5 NOTICES

- 5.1 All notices and other communications to or by a party to this Deed:

- (a) must be in writing;
 - (b) must be signed by an authorised officer of the sender; and
 - (c) will be taken to be given or made:
 - (i) (in the case of delivery or by post or facsimile transmission) when delivered, received or left at the address of the recipient shown in this Deed or to any other address it may have notified to the sender; or
 - (ii) (in the case of telex) on receipt by the sender of the answerback code of the recipient at the end of transmission,
- but if delivery or receipt is on a day on which business is not generally carried on in the place to which the communication is sent or is later than 4.00 p.m. (local time), it will be taken to have been given or made at the commencement of business on the next day on which business is generally carried on in that place.

6 GENERAL

6.1 Amendment

No variation of, or any consent to any departure by a party from, a provision of this Deed is of any force or effect unless it is confirmed in writing signed by the parties and then that variation, waiver or consent is effective only to the extent for which it is made or given.

6.2 Waiver

The failure, delay, relaxation or indulgence on the part of any party in exercising any power or right conferred upon that party by this Deed does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under this Deed.

6.3 Liability of Parties

If any party to this Deed consists of more than one person then the liability of those persons in all respects under this Deed is a joint liability of all those persons and a separate liability of each of those persons.

6.4 Entire Deed

This Deed constitutes the sole and entire agreement between the parties and a warranty, representation, guarantee or other term or condition of any nature not contained or recorded in this Deed is of no force or effect.

6.5 Severance

If any provision of this Deed is invalid or unenforceable in accordance with its terms, other provisions which are self-sustaining and capable of separate enforcement with regard to the invalid provision, are and continue to be valid and enforceable in accordance with their terms.

6.6 Further assurance

Each party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from another party effectively to carry out and give full effect to this Deed and the rights and obligations of the parties under it.

6.7 Counterparts

This Deed may be executed by any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

6.8 Attorneys

Where this Deed is executed on behalf of a party by an attorney, that attorney by executing declares that the attorney has no notice of the revocation of the power of attorney under the authority of which the attorney executes the Deed on behalf of that party.

6.9 Stamp Duty

Assignee must bear and is responsible for all stamp duty on or in respect of this Deed and any instrument or transaction contemplated by this Deed.

6.10 Governing law and jurisdiction

This Deed is governed by, and is to be construed in accordance with, the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any court hearing appeals from those courts.

EXECUTED AS DEED

EXECUTED by BANLAW PTY
LIMITED ACN 062 044 071
pursuant to s.127 of the Corporations
Act 2001 in the presence of:

.....
Director/Company Secretary
Print Name:

.....
Director
Print Name:

Ronald Robison

EXECUTED by WALNAB PTY
LIMITED ACN 140 813 145
pursuant to s.127 of the Corporations
Act 2001 in the presence of:

.....
Director/Company Secretary
Print Name:

.....
Director
Print Name:

Ronald Robison

Schedule 1 The Intellectual Property

The following intellectual property (and any additional material, new versions, translations, re-arrangements or other changes in the Intellectual Property).

Patents

1. International Patent Application No. PCT/AU2008/001248 (Pressure Relief Valve and Vent Assembly);
2. International Patent Application No. PCT/AU2007/001271 (Dry-Break Fuel Receiver with Integral Back-flow Prevention); and
3. International Patent Application No. PCT/AU2004/001302 (Tank Refuelling System)