

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dallas Rex James	07/22/2013
RECEIVING PARTY DATA	
Name:	AXIP Limited
Street Address:	156-158 Foundry Road Silverdale
City:	Auckland
State/Country:	NEW ZEALAND
Postal Code:	0932
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13221567
CORRESPONDENCE DATA	
Fax Number:	3123609315
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3123600080
Email:	ptomail@gbclaw.net
Correspondent Name:	Greer, Burns & Crain, Ltd
Address Line 1:	300 S. Wacker Drive
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	1009.105648
NAME OF SUBMITTER:	Christopher S. Hermanson
Signature:	/Christopher S. Hermanson/
Date:	09/04/2013
Total Attachments: 7 source=MA8093#page1.tif	

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**DEED OF ASSIGNMENT
OF INTELLECTUAL PROPERTY RIGHTS**

BETWEEN: Dallas Rex James

AND: AXIP Limited

DESCRIPTION:

By this Deed Dallas Rex James
assigns to AXIP Limited the *Intellectual
Property Rights* relating to the *Invention*.

James & Wells Intellectual Property

Level 9 Ellerslie Tower
56 Cawley Street
Private Bag 11907
Ellerslie
AUCKLAND

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BETWEEN

Dallas Rex James of 29A Bayview Road Browns Bay Auckland
0630, Auckland, New Zealand

("Assignor")

AND

AXIP Limited, a New Zealand company having its registered
office at 156-158 Foundry Road Silverdale 0932, Auckland, 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 Rights* shall mean the right to apply for a registered design relating to the
Invention or equivalent protection in any country of the world and to claim priority
under international convention from any such applications and the rights
conferred by such registered designs or equivalent protection when granted.

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

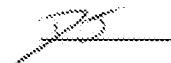
1.5. *Invention* shall mean the invention the subject of the *Patent*.

1.6. *Patent* shall mean the patent application set out in the Schedule and any patent
application or letters patent claiming priority from that patent, and any letters
patent granted upon any of the foregoing patent applications.

1.7. *Patent Rights* shall mean:

1.7-1. 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

1.7-2. 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.



PATENT

REEL: 031135 FRAME: 0662

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 1.8. *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 or otherwise.

2.0 BACKGROUND

- 2.1. The Assignor devised the *Invention*.
- 2.2. The Assignor acknowledges that the Assignee is or should be the owner of the *Intellectual Property Rights* as a result of his relationship with the Assignee, and hereby agrees to assign same to the Assignee on the terms described below.

BY THIS DEED THE PARTIES AGREE –

3.0 THE ASSIGNMENT

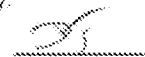
- 3.1. The Assignor hereby assigns all his right, title and interest in and to the *Intellectual Property Rights* to the Assignee.
- 3.2. The parties agree that this assignment will be deemed to have taken effect on take effect on 18 November 2011.

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.

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 in the employ of the Assignee and/or under a commission for money or money's worth from the Assignee, and the intellectual property in all such improvements, modifications or additions will be owned by 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

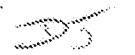


PATENT

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

additions to the *Invention* devised or otherwise created while in the employ and/or under a commission for money or money's worth from the **Assignee**.

- 5.3. The **Assignor** hereby waives his moral rights in relation to the *Copyright*.
- 5.4. 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:
- 5.4-1. make, prosecute or register in **Assignee's** name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the *Intellectual Property Rights*;
 - 5.4-2. 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*;
 - 5.4-3. 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*;
 - 5.4-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.
- 5.5. 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*.
- 5.6. 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. 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
 - 6.1-2. The *Copyright Works* are the **Assignor's** original work and are not copied in whole or in part from any other work.




DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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.

Executed as a Deed this 22nd day of July 2013 by
Dallas Rex James


Signature

Witnessed by:

LYNOR READER
Name


Signature

OFFICE ADMINISTRATOR
Occupation

TORRENT AUCKLAND
Place of Residence

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Executed as a Deed this 22nd day of July 2013 for and on behalf of
AXIP Limited by its duly authorised officers*

Name

Name

Signature

Signature

Position

Position

Witnessed by:

Name

Signature

Occupation

Place of Residence

* This Deed must be signed by:

- a) Two or more directors of the company; or
- b) (if the company has only one director), 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.

25

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

SCHEDULE

Patent (clause 1.6):

Title	Country	Application Number	Filing Date
Improvements in and relating to posts	New Zealand	587732	2 September 2010
Improvements in and relating to posts	Australia	2011218684	31 August 2011
Improvements in and relating to posts	Brazil	034063	1 September 2011
Improvements in and relating to posts	Canada	2,751,196	1 September 2011
Improvements in and relating to posts	China	201110258994.3	2 September 2011
Improvements in and relating to posts	Europe	11179705.6	1 September 2011
Improvements in and relating to posts	India	3034/CHE/2011	2 September 2011
Improvements in and relating to posts	Korea	10-2011-0088990	2 September 2011
Improvements in and relating to posts	Mexico	MX/A/2011/009278	2 September 2011
Improvements in and relating to posts	Taiwan	100131809	2 September 2011
Improvements in and relating to posts	United States	13/221,567	30 August 2011
Improvements in and relating to posts	South Africa	2011/06429	1 September 2011
Improvements in and relating to posts	Hong Kong	12108547.7	31 August 2012

Page 7 of 7

Initialed by:



PATENT

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REEL: 031135 FRAME: 0667