

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2575518

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARK HALPERN	08/08/2012
RECEIVING PARTY DATA	
Name:	NATIONAL ICT AUSTRALIA LIMITED
Street Address:	LEVEL 5, 13 GARDEN STREET
City:	EVELEIGH, NSW
State/Country:	AUSTRALIA
Postal Code:	2015
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12885174
CORRESPONDENCE DATA	
Fax Number:	(714)427-7799
Phone:	714-427-7020
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	ALBIN H. GESS, SNELL & WILMER L.L.P.
Address Line 1:	600 ANTON BLVD., SUITE 1400
Address Line 4:	COSTA MESA, CALIFORNIA 92626-7689
ATTORNEY DOCKET NUMBER:	29576.05900
NAME OF SUBMITTER:	ALBIN H. GESS
Signature:	/Albin H. Gess/
Date:	10/11/2013
Total Attachments: 4 source=Halpem_assignment#page1.tif source=Halpem_assignment#page2.tif source=Halpem_assignment#page3.tif source=Halpem_assignment#page4.tif	

CH \$40.00 12885174

This deed of assignment

is made on *8 August 2012* 2012 between the following parties:

1. **MARK HALPERN**, Australian Citizen, of *32 Grant Street, Victoria, Australia and -*
(hereafter jointly and severally identified as Assignor)

and

2. **National ICT Australia Limited (ACN 102 206 173)**, a corporation registered in Australia,
of Level 5, 13 Garden Street, Eveleigh, NSW 2015, Australia
(Assignee)

Recitals

- A. Halpern was an employee of the Assignee. He made certain inventions, which are described in the patent applications identified in Schedule "A" hereto (jointly and severally, the Invention) during the course of their engagement by the Assignee.
- B. A US provisional patent application and then an Australian application was filed for the Invention in the name of the Assignee and with the consent of the Assignor as outlined in Schedule "A" hereto.
- C. Assignor has agreed to assign to the Assignee all of the Assignor's rights, title and interest in and to the Invention in respect of Australia, the United States of America, Canada, and all other countries throughout the world.

This deed witnesses

that in consideration of the payment by the Assignee to the Assignor of **AUD\$1** and other good and valuable consideration, the receipt of which is acknowledged, the parties agree:

1 Assignment

- (a) The Assignor assigns to the Assignee:
 - (1) all of the Assignor's rights, title and interest in and to the Invention in respect of Australia, the United States of America, Canada and all other countries throughout the world,
 - (2) the right to apply in the name of the Assignee for Intellectual Property rights protecting the Invention (including for patents) in any country or countries throughout the world, and

- (3) the right to claim priority under any applicable International Convention for Intellectual Property protection relating to the Invention,
 - (4) any rights derived from applications for Intellectual Property rights and any patent granted thereon, and
 - (5) the right to sue for damages and other remedies in respect of any infringement of rights related to the Invention which may have occurred before this assignment.
- (b) Assignor shall, at the request and expense of the Assignee, do all such things and sign all such documents that may be required to effect this deed and to enable the Assignee to apply for and obtain and defend Intellectual Property rights for the Invention in any country throughout the world, now and in the future.
 - (c) Assignor hereby authorises and requests the relevant patent authority to issue the patent to the Assignee, including the Assignor's entire right, title, and interest in and to the patent, for the Assignee's sole use and benefit, to the full end of the term for which said patent may be granted, as fully and entirely as if the patent had been held by the Assignor had this assignment not been made.
 - (d) This assignment is effective on the date of this deed.

2 General

- (a) A variation of the terms of this deed must be in writing and signed by the parties.
- (b) In this deed, unless the context otherwise requires:
 - (1) headings and boldings are for convenience only and do not affect the interpretation of this deed;
 - (2) words importing the singular include the plural and vice versa;
 - (3) a reference to a person includes a corporation; and
 - (4) a reference to a person includes that person's successors and legal personal representatives.
- (c) This deed may be executed in counter parts.

Executed as a deed

by

MARK HALPERN

Mark Halpern

.....
Mark Halpern

in the presence of:

J.M. Barrett
.....
Signature of witness

JANECE BARRETT
.....
Name of witness (please print)

Executed as a deed

on behalf of
National ICT Australia Limited
and in a legally binding manner
by:

Carl R Middlehurst

.....
Status: *COMPANY SECRETARY*

CARL R MIDDLEHURST
.....
Name (please print)

SCHEDULE "A" to the Deed of Assignment

The following patent applications and the Invention disclosed therein:

NICTA Reference	Priority Date	Title	Inventors	Application No.
N09 014-PROVUS	18 September 2009	Neural Stimulation with Variable Amplitude (Formerly: "Fixed Duration Variable Amplitude, Stepped Current Waveforms for Reduction of Maximum Electrode Voltage During Neural Stimulation")	Mark HALPERN	61/243,693
N09 014-US	18 September 2009	Neural Stimulation with Variable Amplitude (Formerly: "Fixed Duration Variable Amplitude, Stepped Current Waveforms for Reduction of Maximum Electrode Voltage During Neural Stimulation")	Mark HALPERN James FALLON	12/885,174
N09 014-AU	18 September 2009	Neural Stimulation with Variable Amplitude (Formerly: "Fixed Duration Variable Amplitude, Stepped Current Waveforms for Reduction of Maximum Electrode Voltage During Neural Stimulation")	Mark HALPERN	2009217392