

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2585554

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE UNIVERSITY OF WAIKATO	11/21/2011
RECEIVING PARTY DATA	
Name:	WAIKATOLINK LIMITED
Street Address:	LEVEL ONE, CORE FACILITIES BUILDING
Internal Address:	WAIKATO INNOVATION PARK, RUAKURA ROAD
City:	HAMILTON
State/Country:	NEW ZEALAND
Postal Code:	3216
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13995135
CORRESPONDENCE DATA	
Fax Number:	
Phone:	949-760-0404
Email:	efiling@knobbe.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	JAMES134.002APC
NAME OF SUBMITTER:	RAYMOND D. SMITH (REG. NO. 55,634)
Signature:	/Raymond D. Smith/
Date:	10/21/2013

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**Total Attachments: 7**

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**DEED OF ASSIGNMENT  
OF INTELLECTUAL PROPERTY RIGHTS**

**BETWEEN:** The University of Waikato

**AND:** WaikatoLink Limited

**DESCRIPTION:**

By this Deed the University of Waikato assigns to WaikatoLink Limited the *Intellectual Property Rights* relating to the Improved PEFT Cell *Invention*.

# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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**BETWEEN**                **The University of Waikato**, a body existing by virtue of the University of Waikato Act 1963 and having its address at B Block, Hillcrest Road, Hamilton, New Zealand.

("Assignor")

**AND**                     **WaikatoLink Limited** (Company Number 606943), a New Zealand company having its registered office at Level One, Core Facilities Building, Waikato Innovation Park, Ruakura Road, Hamilton, 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 Works* 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*.

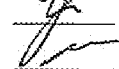
**1.3.**    *Design Rights* shall mean the right to apply for a registered design relating to the *Invention* or equivalent protection in any country of the world and to claim priority under international convention from any such applications and the rights conferred by such registered designs or equivalent 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*.

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## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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- 1.5. *Invention* shall mean the improved porous electrode flow through (PEFT) cell technology.
- 1.6. *Patent* shall mean any patent application 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/or when granted.
- 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

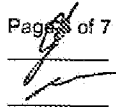
- 2.1. Research relating to the *Invention* was conducted by on behalf of the **Assignor**.
- 2.2. The **Assignor** is the owner of the *Invention* and *Intellectual Property Rights* in the *Invention*. The **Assignee** wishes to obtain an assignment of the **Assignor's Intellectual Property Rights** in the *Invention*, and the **Assignor** agrees to assign such rights on the terms and conditions set out in this Deed.

BY THIS DEED THE PARTIES AGREE –

### 3.0 THE ASSIGNMENT

- 3.1. The **Assignor** hereby assigns all their right, title and interest in and to the *Invention* and *Intellectual Property Rights* to the **Assignee**.

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## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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3.2. The assignment will take effect on the date this Deed is fully executed by the Assignor or on the date the first patent application relating to the *Invention* is filed in the name of one or more of the parties, whichever is the earlier lawful date.

### 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 Agreement 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 execution of this Agreement.

### 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. 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:

5.2-1. 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*;

5.2-2. 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*;

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## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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- 5.2-3. 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*;
- 5.2-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.
- 5.3. 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*.
- 5.4. The Assignor agrees to treat as confidential all information relating to the *Invention* and/or 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.

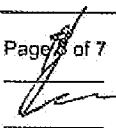
### 6.0 ASSIGNOR'S WARRANTIES

#### 6.1. The Assignor warrants:

- 6.1-1. The Assignor has absolute title to the *Invention* and *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
- 6.1-3. The *Copyright Works* are original works and are not copied in whole or in part from any other work.

### 7.0 GOVERNING LAW

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**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

- 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 exclusive jurisdiction of the courts of New Zealand.

Signed as a Deed this 21 day of November 2011 for and on behalf of the University of Waikato by its duly authorised officers:

AUSTIN JONES  
Name  
[Signature]  
Signature  
DEPUTY VICE CHANCELLOR  
Position

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Position

Witnessed by:

Karla Richards  
Name PA to Deputy Vice-Chancellor  
University of Waikato  
[Signature]  
Signature  
\_\_\_\_\_  
Occupation  
\_\_\_\_\_  
Place

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**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

Signed as a Deed this 22 day of November 2011 for and on behalf of **WaikatoLink Limited** by its duly authorised officers\*

*Duncan Macintosh*

Name

Name

*[Signature]*

Signature

Signature

*CEO*

Position

Position

Witnessed by:

*Lynda Hitchcock*

Name

*[Signature]*

Signature

*Board Secretary*

Occupation

*WaikatoLink Limited*

Place

\* 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.

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Initialed by: *[Signature]*

**PATENT**