

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2590822

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CMTE DEVELOPMENT LIMITED	10/19/2009
RECEIVING PARTY DATA	
Name:	EZYMINE PTY LIMITED
Street Address:	BUILDING 102, UQ PINJARRA HILLS SITE
Internal Address:	2436 MOGGILL ROAD, PINJARRA HILLS
City:	QUEENSLAND
State/Country:	AUSTRALIA
Postal Code:	4069
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12935529
CORRESPONDENCE DATA	
Fax Number:	(206)359-7198
Phone:	(206)359-8000
Email:	assignmentconfirmations@perkinscoie.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	PERKINS COIE LLP
Address Line 1:	P.O. BOX 1247
Address Line 2:	PATENT - SEA
Address Line 4:	SEATTLE, WASHINGTON 98111-1247
ATTORNEY DOCKET NUMBER:	035207.8008US
NAME OF SUBMITTER:	J. WECHKIN
Signature:	/jmw/
Date:	10/24/2013
Total Attachments: 3 source=8008US_assignment_35207#page1.tif source=8008US_assignment_35207#page2.tif source=8008US_assignment_35207#page3.tif	

OP \$40.00 12935529

# Patent Assignment Deed

Date: 19<sup>th</sup> October, 2009

## Parties:

1. **CMTE DEVELOPMENT LIMITED** (ABN 14 078 574 348) of Building 101, UQ Pinjarra Hills Site, 2436 Moggill Road, Pinjarra Hills, Queensland 4069, Australia ("**Assignor**")
2. **EZYMINE PTY LIMITED** (ABN 15 118 775 894) of Building 102, UQ Pinjarra Hills Site, 2436 Moggill Road, Pinjarra Hills, Queensland 4069, Australia ("**Assignee**")

## Background:

- A. Pursuant to a Research Agreement dated 23 May 2006 between the parties and Harnischfeger of Australia Pty Limited, it was agreed that certain intellectual property rights arising from collaborative research and development activities would vest in, and be assigned to, Assignee.
- B. Assignor now wishes to assign certain patent rights to Assignee on the terms and conditions of this deed.

## Terms and Conditions:

### 1. Definitions

#### 1.1 In this deed **Patent Rights** mean:

- (a) the patent applications and granted patents described in the Schedule;
- (b) all patent applications that are based on, or claim priority from, or are divided from or are continuations of, any patent application described in paragraph (a); and
- (c) all patents which may be granted pursuant to any of the patent applications referred to in paragraphs (a) or (b).

### 2. Assignment

- 2.1 Assignor hereby assigns to Assignee its entire legal and beneficial right, title and interest in the Patent Rights.
- 2.2 Assignor agrees at the request of Assignee to execute any document necessary to notify relevant authorities of the assignment of the Patent Rights and otherwise to give effect to this deed.

### 3. General


- 3.1 Each party is to bear its own costs arising out of the negotiation, preparation, execution and (subject to other provisions of this deed) performance of this deed, however Assignee must pay any applicable stamp duty and fees in connection with the assignment of the Patent Rights and notification of the relevant authorities.
- 3.2 This deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one document. An executed counterpart may be delivered by facsimile or other electronic means.

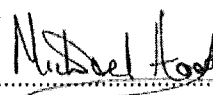
- 3.3 The following rules of interpretation apply unless the context requires otherwise.
- (a) Headings are for convenience only and do not affect interpretation.
  - (b) The singular includes the plural and conversely.
  - (c) A reference to any party to this deed or any other deed or document includes the party's successors and permitted assigns.

**Executed as a Deed:**

Executed as a deed by )  
**CMTE Development Limited** )  
in accordance with its constitution )

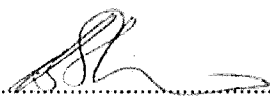
(Common Seal - optional)

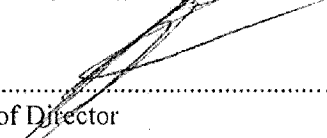
  
.....  
Signature of Director/Secretary  
Bruce Lowell Sherwin  
.....  
Name of Director/Secretary  
19 October 2009  
.....  
Date

  
.....  
Signature of Director  
MICHAEL HOOD  
.....  
Name of Director  
19 Oct 2009  
.....  
Date

Executed as a deed by )  
**Ezymin Pty Limited** )  
in accordance with its constitution )

(Common Seal - optional)

  
.....  
Signature of Director/Secretary  
Bruce Lowell Sherwin  
.....  
Name of Director/Secretary  
19 October 2009  
.....  
Date

  
.....  
Signature of Director  
James Madafis  
.....  
Name of Director  
19 October 2009  
.....  
Date

## Schedule

### Schedule of CMTE "Digger" cases as at 1 October 2009

PAYLOAD ESTIMATION SYSTEM AND METHOD		
Country	Application No.	Filing Date
Canada	2648556	16.10.08
China	200780021485.0	09.12.08
Australia	2007242056	15.10.08
India	4618/KOLNP/2008	14.11.08
USA	12/297499	17.10.08
South Africa	2008/08876	16.10.08

COLLISION AVOIDANCE FOR ELECTRIC MINING SHOVELS		
Country	Application No.	Filing Date
Canada	2659545	30.1.09
China	200780029018.2	03.02.09
Australia	2007281045	10.12.08
South Africa	2009/00138	07.01.09
India	0615/KOLNP/2009	16.02.09
United States of America	12/373910	15.01.09

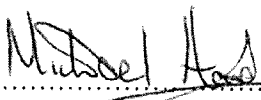
A METHOD FOR DETERMINING THE SPATIAL POSE OF ELECTRIC MINING SHOVELS		
Country	Application No.	Filing Date
Chile	010-2009	06.01.09
PCT application	PCT/AU2009/000019	07.01.09

A METHOD FOR POSITION CALIBRATION OF A DIGGING ASSEMBLY FOR ELECTRIC MINING SHOVELS		
Country	Application No.	Filing Date
Chile	740-2009	26.03.09
PCT application	PCT/AU2009/000384	31.03.09


A COLLISION AVOIDANCE SYSTEM AND METHOD FOR HUMAN COMMANDED SYSTEMS		
Instructions received for new case to be drafted and filed		

Schedule updated on: 29<sup>th</sup> June 2010

For: CMTE Development Limited

  
Prof Michael Hood - Director

For: Ezymine Pty Ltd

  
Charles Golding - Director