

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2653551

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
XTRALIS PTY LTD	11/11/2013
RECEIVING PARTY DATA	
Name:	XTRALIS TECHNOLOGIES LTD
Street Address:	4 NORTH DRIVE, VIRGINIA PARK
Internal Address:	236-262 EAST BOUNDARY ROAD
City:	BENTLEIGH EAST VIC 3165
State/Country:	AUSTRALIA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8295541
CORRESPONDENCE DATA	
Fax Number:	(414)225-9753
Phone:	414-225-9755
Email:	docketing@boylefred.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	BOYLE FREDRICKSON S.C.
Address Line 1:	840 NORTH PLANKINTON AVENUE
Address Line 4:	MILWAUKEE, WISCONSIN 53203
ATTORNEY DOCKET NUMBER:	2465.005
NAME OF SUBMITTER:	TIMOTHY E. NEWHOLM
Signature:	/Timothy E. Newholm/
Date:	12/18/2013
Total Attachments: 56	

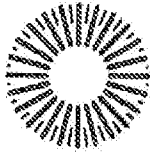
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PATENT  
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HERBERT  
SMITH  
FREEHILLS

Deed

## Deed of assignment

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Xtralis Pty Ltd

VSEH Subco Pty Ltd

Xtralis Technologies Limited



## Contents

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## Deed of assignment

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Date ► 11 NOVEMBER 2013

### Between the parties

---

Assignor 1	Xtralis Pty Ltd (formerly known as Vision Fire & Security Pty Ltd) ACN 008 009 514 of 4 North Drive, Virginia Park, 236-262 East Boundary Road, Bentleigh East, Victoria 3165 Australia
Assignor 2	VSEH Subco Pty Ltd ACN 109 085 485 of 4 North Drive, Virginia Park, 236-262 East Boundary Road, Bentleigh East, Victoria 3165 Australia
Assignee	Xtralis Technologies Limited (formerly known as VFS Technologies Limited) of the offices of FT Consultants, Ltd. 2nd Floor, One Montague Place, Nassau, Bahamas

---

- Recitals
- 1 On or about the Effective Date the Assignors and the Assignee entered into assignment deeds (the Original Assignments) for the assignment of intellectual property (including the Intellectual Property) ultimately to the Assignee. In certain cases under the Original Assignments, the Intellectual Property was initially assigned by Assignor 1 to Assignor 2, and then by Assignor 2 to the Assignee.
  - 2 There were some minor irregularities in the Original Assignments including an incorrect address and omitted ACN details for Assignor 1 and certain omitted details relating to the Intellectual Property. Some of the patent applications included in the Intellectual Property did not exist at the Effective Date, including because they are national phase applications that arose from a PCT application existing at the Effective Date or divisional applications relating to such a national phase application.
  - 3 This deed is intended to address the irregularities and to confirm the assignment of the Intellectual Property to the Assignee.
  - 4 To the extent the Assignee does not hold all right, title and interest in the Intellectual Property, under this deed the Assignors assign all right, title and interest they have in the Intellectual Property to the Assignee.
- 

This deed witnesses as follows:

---



## 1 Definitions

---

The meanings of the terms used in this deed are set out below.

Term	Meaning
------	---------

---

Assignors	Assignor 1 and Assignor 2.
-----------	----------------------------

---

Effective Date	27 February 2006.
----------------	-------------------

---

Intellectual Property	the intellectual property described in the schedule to this deed.
-----------------------	---

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## 2 Assignment

---

- (a) The Assignors confirm the assignment to the Assignee of all of their right, title and interest in the Intellectual Property, with effect from the Effective Date.
- (b) To the extent the Assignors hold any right, title or interest in the Intellectual Property, each Assignor hereby assigns all its right, title and interest in the Intellectual Property to the Assignee, with effect from:
  - (1) the Effective Date, for Intellectual Property which existed on the Effective Date; or
  - (2) the date the Intellectual Property first existed, if that date is later than the Effective Date.
- (c) The assignment in clause 2(b) includes the right to sue for damages and other remedies in respect of any infringement of, or other claims in relation to, the Intellectual Property which may have occurred before the date of this deed.

## 3 Further assurances

---

The Assignors must execute any documents and do all things the Assignee reasonably requests to have this assignment of the Intellectual Property recorded on all relevant patents registers so that the Assignee's name is entered in such registers as the sole proprietor of the Intellectual Property.



## 4 General

---

### 4.1 Governing law and jurisdiction

- (a) This deed is governed by the law in force in Victoria, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### 4.2 Invalidity and enforceability

- (a) If any provision of this deed is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 4.2(a) does not apply where enforcement of the provision of this deed in accordance with clause 4.2(a) would materially affect the nature or effect of the parties' obligations under this deed.

### 4.3 Variation

A variation of any term of this deed must be in writing and signed by the parties.

### 4.4 Counterparts

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this deed by signing any counterpart.

### 4.5 Deed components

This deed includes any schedule.

### 4.6 Interpretation

In this deed:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of this deed.
- (b) The singular includes the plural and the plural includes the singular.
- (c) Other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning.
- (d) A reference to a clause, party or schedule is a reference to a clause of, and a party or schedule to, this deed.
- (e) A reference to a party to a document includes that party's successors and assignees.
- (f) A reference to the Assignors is a reference to each Assignor, and neither Assignor is responsible for a breach of this deed by the other Assignor.





- (g) A reference to an agreement other than this deed includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing.
- (h) No provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision.
- (i) Specifying anything in this deed after the words 'include' or 'for example' or similar expressions does not limit what else is included.



HERBERT  
SMITH  
FREEHILLS

## Schedule 1

Intellectual Property

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**A Patents**

Country	Number	Title	Lodgement date
Japan	4838718	Improved sensing apparatus and method	14 May 2004
Europe	04732876.0	Improved sensing apparatus and method	14 May 2004
Europe	10011484.2	Improved sensing apparatus and method	29 Sep 2010
United States of America	13/544214	Improved sensing apparatus and method	09 Jul 2012
Hong Kong	06109336.8	Improved sensing apparatus and method	14 May 2004
United States of America	8224621	Sensing apparatus and method	14 May 2004
Japan	2010-257936	Improved sensing apparatus and method	18 Nov 2010
United States of America	7963445	Method of detecting particles by detecting a variation in scattered radiation	14 May 2004
United States of America	13/775577	Method of detecting particles by detecting a variation in scattered radiation	25 Feb 2013
Canada	2526324	Particle detector	14 May 2004
China	ZL200480017512.3	Particle detector	14 May 2004
China	201210020498.9	Particle detector	11 Jan 2012



China	201210021067.4	Particle detector	11 Jan 2012
Hong Kong	12113593.0	Particle detector	14 May 2004
Hong Kong	12113591.2	Particle detector	14 May 2004
China	201210021086.7	Particle detector	11 Jan 2012
Hong Kong	12113590.3	Particle detector	14 May 2004
Japan	4750705	Particle detector	14 May 2004
Japan	2013-055559	Particle detector	18 Mar 2013
Japan	2013-096833	Particle detector	2 May 2013
Japan	2010-196936	Particle detector	02 Sep 2010
Europe	04732884.4	Particle detector	14 May 2004
Australia	2010254595	Particle detector	06 Dec 2010
United States of America	13/164123	Particle detector	20 Jun 2011
Hong Kong	06109335.9	Particle detector	14 May 2004
Europe	12182832.1	Particle detector (I)	03 Sep 2012
Europe	12182833.9	Particle detector (II)	03 Sep 2012
Europe	12182834.7	Particle detector (III)	03 Sep 2012
Australia	2004258231	Method and system for a filter	16 Jul 2004



Europe	04737574.6	Method and system for a filter	16 Jul 2004
United States of America	8314710	Method and system for a filter	16 Aug 2010
United States of America	7777633	Method and system for determining particle transmittance of a filter in particle detection system	16 Jul 2004
Australia	2004274988	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
Canada	2539208	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
United States of America	8412481	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
United Kingdom	GB1665189	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
France	FR1665189	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
Germany	DE1665189	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
Ireland	IE1665189	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
Switzerland & Liechtenstein	CH1665189	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
Luxembourg	LU1665189	Method and apparatus for determining operational condition of pollution	24 Sep 2004



monitoring equipment

Monaco	MC1665189	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
Europe	1665189	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
United States of America	8295541	Image processing apparatus and method	30 Jun 2005
United States of America	7784358	Flow metering device for a plurality of fluid carriers	14 Nov 2005
United States of America	8065922	Flow metering device for an aspirated smoke detector	30 Aug 2010
Australia	2005304280	Method and apparatus for determining flow	14 Nov 2005
Australia	2011202538	Method and apparatus for determining flow	31 May 2011
Japan	2007-540456	Method and apparatus for determining flow	14 Nov 2005
Europe	05803056.0	Method and apparatus for determining flow	14 Nov 2005
Australia	2011201151	Particle detector, system and method	15 Mar 2011
United States of America	11/719226	Particle detector, system and method	14 Nov 2005
China	ZL200580046445.2	Particle detector, system and method	14 Nov 2005
China	201110375101.3	Particle detector, system and method	17 Nov 2011



Hong Kong	12110687.3	Particle detector, system and method	14 Nov 2005
Hong Kong	08101244.4	Particle detector, system and method	14 Nov 2005
Europe	05803201.2	Particle detector, system and method	14 Nov 2005
Japan	5128285	Particle detector, system and method	14 Nov 2005
South Korea	10-2007-7013098	Particle detector, system and method	14 Nov 2005
Canada	2623859	Particle detector, system and method	14 Nov 2005
Europe	12183108.9	Particle detector, system and method (I)	05 Sep 2012
Europe	12183148.1	Particle detector, system and method (II)	05 Sep 2012
Europe	12183185.3	Particle detector, system and method (III)	05 Sep 2012
Europe	12183197.8	Particle detector, system and method (IV)	05 Sep 2012
Europe	12183207.5	Particle detector, system and method (V)	05 Sep 2012

## **B Priority rights and inventions**

All rights in the inventions described in the specifications filed with the patent applications described in A above and the right to file for patent protection for such inventions.

The Assignor's rights to claim priority under any applicable international convention for patent applications relating to the inventions described in A above.

Any complete, international or other patent applications including continuations, continuations-in part, divisionals, patent re-issues, re-examinations, renewals and extensions based on the patent application described in A above.

## **C Design rights and copyright**

All design rights and copyright and other rights or forms of protection of a similar nature which may subsist anywhere in the world relating to the drawings for the inventions described in A above.



## Signing page

Executed as a deed

---

### Assignor 1

Signed sealed and delivered by  
**Xtralis Pty Ltd**  
by

sign here ►

Company Secretary/Director

print name MARK PLYM-F

sign here ►

Director

print name

---

### Assignor 2

Signed sealed and delivered by  
**VSEH Subco Pty Ltd**  
by

sign here ►

Company Secretary/Director

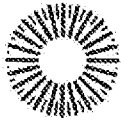
print name MARK PLYM-F

sign here ►

Director

print name





HERBERT  
SMITH  
FREEHILLS

## Signing page

Executed as a deed

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### Assignor 1

Signed sealed and delivered by  
**Xtralis Pty Ltd**  
by

sign here ►

Company Secretary/Director

print name

sign here ►

Director

print name

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### Assignor 2

Signed sealed and delivered by  
**VSEH Subco Pty Ltd**  
by

sign here ►

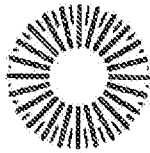
Company Secretary/Director

print name

sign here ►

Director

print name



HERBERT  
SMITH  
FREEHILLS

Deed

## Deed of assignment

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Xtralis Pty Ltd

VSEH Subco Pty Ltd

Xtralis Technologies Limited



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### Schedule 1

<b>Intellectual Property</b>	<b>5</b>
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## Deed of assignment

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Date ► 8 NOVEMBER 2013

### Between the parties

---

Assignor 1	Xtralis Pty Ltd (formerly known as Vision Fire & Security Pty Ltd) ACN 008 009 514 of 4 North Drive, Virginia Park, 236-262 East Boundary Road, Bentleigh East, Victoria 3165 Australia
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Assignee	Xtralis Technologies Limited (formerly known as VFS Technologies Limited) of the offices of FT Consultants, Ltd. 2nd Floor, One Montague Place, Nassau, Bahamas

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- Recitals
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  - 3 This deed is intended to address the irregularities and to confirm the assignment of the Intellectual Property to the Assignee.
  - 4 To the extent the Assignee does not hold all right, title and interest in the Intellectual Property, under this deed the Assignors assign all right, title and interest they have in the Intellectual Property to the Assignee.
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This deed witnesses as follows:

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## 1 Definitions

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Term	Meaning
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Assignors	Assignor 1 and Assignor 2.
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Effective Date	27 February 2006.
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Intellectual Property	the intellectual property described in the schedule to this deed.
-----------------------	---

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## 2 Assignment

---

- (a) The Assignors confirm the assignment to the Assignee of all of their right, title and interest in the Intellectual Property, with effect from the Effective Date.
- (b) To the extent the Assignors hold any right, title or interest in the Intellectual Property, each Assignor hereby assigns all its right, title and interest in the Intellectual Property to the Assignee, with effect from:
  - (1) the Effective Date, for Intellectual Property which existed on the Effective Date; or
  - (2) the date the Intellectual Property first existed, if that date is later than the Effective Date.
- (c) The assignment in clause 2(b) includes the right to sue for damages and other remedies in respect of any infringement of, or other claims in relation to, the Intellectual Property which may have occurred before the date of this deed.

## 3 Further assurances

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The Assignors must execute any documents and do all things the Assignee reasonably requests to have this assignment of the Intellectual Property recorded on all relevant patents registers so that the Assignee's name is entered in such registers as the sole proprietor of the Intellectual Property.



## 4 General

---

### 4.1 Governing law and jurisdiction

- (a) This deed is governed by the law in force in Victoria, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

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### 4.5 Deed components

This deed includes any schedule.

### 4.6 Interpretation

In this deed:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of this deed.
- (b) The singular includes the plural and the plural includes the singular.
- (c) Other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning.
- (d) A reference to a clause, party or schedule is a reference to a clause of, and a party or schedule to, this deed.
- (e) A reference to a party to a document includes that party's successors and assignees.
- (f) A reference to the Assignors is a reference to each Assignor, and neither Assignor is responsible for a breach of this deed by the other Assignor.



- (g) A reference to an agreement other than this deed includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing.
- (h) No provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision.
- (i) Specifying anything in this deed after the words 'include' or 'for example' or similar expressions does not limit what else is included.



## Schedule 1

### Intellectual Property

#### A Patents

Country	Number	Title	Lodgement date
Japan	4838718	Improved sensing apparatus and method	14 May 2004
Europe	04732876.0	Improved sensing apparatus and method	14 May 2004
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United States of America	7983445	Method of detecting particles by detecting a variation in scattered radiation	14 May 2004
United States of America	13/775577	Method of detecting particles by detecting a variation in scattered radiation	25 Feb 2013
Canada	2526324	Particle detector	14 May 2004





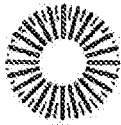
China	ZL200480017512.3	Particle detector	14 May 2004
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China	201210021067.4	Particle detector	11 Jan 2012
Hong Kong	12113593.0	Particle detector	14 May 2004
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China	201210021086.7	Particle detector	11 Jan 2012
Hong Kong	12113590.3	Particle detector	14 May 2004
Japan	4750705	Particle detector	14 May 2004
Japan	2013-055559	Particle detector	18 Mar 2013
Japan	2013-096833	Particle detector	2 May 2013
Japan	2010-196936	Particle detector	02 Sep 2010
Europe	04732884.4	Particle detector	14 May 2004
Australia	2010254595	Particle detector	06 Dec 2010
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Hong Kong	06109335.9	Particle detector	14 May 2004
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Europe	04737574.6	Method and system for a filter	16 Jul 2004
United States of America	8314710	Method and system for a filter	16 Aug 2010
United States of America	7777633	Method and system for determining particle transmittance of a filter in particle detection system	16 Jul 2004
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France	FR1665189	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
Germany	DE1665189	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
Ireland	IE1665189	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
Switzerland &	CH1665189	Method and apparatus for determining	24 Sep 2004



Liechtenstein		operational condition of pollution monitoring equipment	
Luxembourg	LU1665189	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
Monaco	MC1665189	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
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United States of America	8065922	Flow metering device for an aspirated smoke detector	30 Aug 2010
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Australia	2011202538	Method and apparatus for determining flow	31 May 2011
Japan	2007-540456	Method and apparatus for determining flow	14 Nov 2005
Europe	05803056.0	Method and apparatus for determining flow	14 Nov 2005
Australia	2011201151	Particle detector, system and method	15 Mar 2011
United States of America	11/719226	Particle detector, system and method	14 Nov 2005



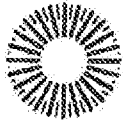
China	ZL200580046445.2	Particle detector, system and method	14 Nov 2005
China	201110375101.3	Particle detector, system and method	17 Nov 2011
Hong Kong	12110687.3	Particle detector, system and method	14 Nov 2005
Hong Kong	08101244.4	Particle detector, system and method	14 Nov 2005
Europe	05803201.2	Particle detector, system and method	14 Nov 2005
Japan	5128285	Particle detector, system and method	14 Nov 2005
South Korea	10-2007-7013098	Particle detector, system and method	14 Nov 2005
Canada	2623859	Particle detector, system and method	14 Nov 2005
Europe	12183106.9	Particle detector, system and method (I)	05 Sep 2012
Europe	12183148.1	Particle detector, system and method (II)	05 Sep 2012
Europe	12183185.3	Particle detector, system and method (III)	05 Sep 2012
Europe	12183197.8	Particle detector, system and method (IV)	05 Sep 2012
Europe	12183207.5	Particle detector, system and method (V)	05 Sep 2012

## **B Priority rights and inventions**

All rights in the inventions described in the specifications filed with the patent applications described in A above and the right to file for patent protection for such inventions.

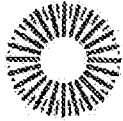
The Assignor's rights to claim priority under any applicable international convention for patent applications relating to the inventions described in A above.

Any complete, international or other patent applications including continuations, continuations-in part, divisionals, patent re-issues, re-examinations, renewals and extensions based on the patent application described in A above.



**C Design rights and copyright**

All design rights and copyright and other rights or forms of protection of a similar nature which may subsist anywhere in the world relating to the drawings for the inventions described in A above.



HERBERT  
SMITH  
FREEHILLS

## Signing page

Executed as a deed

---

### Assignor 1

Signed sealed and delivered by  
**Xtralis Pty Ltd**  
by

sign here ► \_\_\_\_\_  
Company Secretary/Director

print name \_\_\_\_\_

sign here ►   
Director

print name BRIAN PENKETHMAN


---

### Assignor 2

Signed sealed and delivered by  
**VSEH Subco Pty Ltd**  
by

sign here ► \_\_\_\_\_  
Company Secretary/Director

print name \_\_\_\_\_

sign here ►   
Director

print name BRIAN PENKETHMAN

---



HERBERT  
SMITH  
FREEHILLS

Signing page

**Assignee**

Signed sealed and delivered by  
**Xtralis Technologies Limited**  
by

*sign here* »

Authorised Signatory

*print name*

*sign here* »

Authorised Signatory

*print name*



HERBERT  
SMITH  
FREEHILLS

Deed

## Deed of assignment

Xtralis Pty Ltd

VSEH Subco Pty Ltd

Xtralis Technologies Limited





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## Deed of assignment

---

Date ►

11/11/13

Between the parties

---

Assignor 1	<b>Xtralis Pty Ltd (formerly known as Vision Fire &amp; Security Pty Ltd)</b> ACN 008 009 514 of 4 North Drive, Virginia Park, 236-262 East Boundary Road, Bentleigh East, Victoria 3165 Australia
Assignor 2	<b>VSEH Subco Pty Ltd</b> ACN 109 085 485 of 4 North Drive, Virginia Park, 236-262 East Boundary Road, Bentleigh East, Victoria 3165 Australia
Assignee	<b>Xtralis Technologies Limited (formerly known as VFS Technologies Limited)</b> of the offices of FT Consultants, Ltd. 2nd Floor, One Montague Place, Nassau, Bahamas

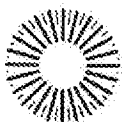
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### Recitals

- 1 On or about the Effective Date the Assignors and the Assignee entered into assignment deeds (the **Original Assignments**) for the assignment of intellectual property (including the Intellectual Property) ultimately to the Assignee. In certain cases under the Original Assignments, the Intellectual Property was initially assigned by Assignor 1 to Assignor 2, and then by Assignor 2 to the Assignee.
  - 2 There were some minor irregularities in the Original Assignments including an incorrect address and omitted ACN details for Assignor 1 and certain omitted details relating to the Intellectual Property. Some of the patent applications included in the Intellectual Property did not exist at the Effective Date, including because they are national phase applications that arose from a PCT application existing at the Effective Date or divisional applications relating to such a national phase application.
  - 3 This deed is intended to address the irregularities and to confirm the assignment of the Intellectual Property to the Assignee.
  - 4 To the extent the Assignee does not hold all right, title and interest in the Intellectual Property, under this deed the Assignors assign all right, title and interest they have in the Intellectual Property to the Assignee.
- 

This deed witnesses as follows:

---



## 1 Definitions

---

The meanings of the terms used in this deed are set out below.

Term	Meaning
------	---------

---

Assignors	Assignor 1 and Assignor 2.
-----------	----------------------------

---

Effective Date	27 February 2006.
----------------	-------------------

---

Intellectual Property	the intellectual property described in the schedule to this deed.
-----------------------	---

---

## 2 Assignment

---

- (a) The Assignors confirm the assignment to the Assignee of all of their right, title and interest in the Intellectual Property, with effect from the Effective Date.
- (b) To the extent the Assignors hold any right, title or interest in the Intellectual Property, each Assignor hereby assigns all its right, title and interest in the Intellectual Property to the Assignee, with effect from:
  - (1) the Effective Date, for Intellectual Property which existed on the Effective Date; or
  - (2) the date the Intellectual Property first existed, if that date is later than the Effective Date.
- (c) The assignment in clause 2(b) includes the right to sue for damages and other remedies in respect of any infringement of, or other claims in relation to, the Intellectual Property which may have occurred before the date of this deed.

## 3 Further assurances

---

The Assignors must execute any documents and do all things the Assignee reasonably requests to have this assignment of the Intellectual Property recorded on all relevant patents registers so that the Assignee's name is entered in such registers as the sole proprietor of the Intellectual Property.



## 4 General

---

### 4.1 Governing law and jurisdiction

- (a) This deed is governed by the law in force in Victoria, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### 4.2 Invalidity and enforceability

- (a) If any provision of this deed is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 4.2(a) does not apply where enforcement of the provision of this deed in accordance with clause 4.2(a) would materially affect the nature or effect of the parties' obligations under this deed.

### 4.3 Variation

A variation of any term of this deed must be in writing and signed by the parties.

### 4.4 Counterparts

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this deed by signing any counterpart.

### 4.5 Deed components

This deed includes any schedule.

### 4.6 Interpretation

In this deed:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of this deed.
- (b) The singular includes the plural and the plural includes the singular.
- (c) Other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning.
- (d) A reference to a clause, party or schedule is a reference to a clause of, and a party or schedule to, this deed.
- (e) A reference to a party to a document includes that party's successors and assignees.
- (f) A reference to the Assignors is a reference to each Assignor, and neither Assignor is responsible for a breach of this deed by the other Assignor.



- (g) A reference to an agreement other than this deed includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing.
- (h) No provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision.
- (i) Specifying anything in this deed after the words 'include' or 'for example' or similar expressions does not limit what else is included.



## Schedule 1

### Intellectual Property

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United States of America	7983445	Method of detecting particles by detecting a variation in scattered radiation	14 May 2004
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Canada	2526324	Particle detector	14 May 2004



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China	201210021067.4	Particle detector	11 Jan 2012
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Hong Kong	12113590.3	Particle detector	14 May 2004
Japan	4750705	Particle detector	14 May 2004
Japan	2013-055559	Particle detector	18 Mar 2013
Japan	2013-096833	Particle detector	2 May 2013
Japan	2010-196936	Particle detector	02 Sep 2010
Europe	04732884.4	Particle detector	14 May 2004
Australia	2010254595	Particle detector	06 Dec 2010
United States of America	13/164123	Particle detector	20 Jun 2011
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United States of America	8412481	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
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Germany	DE1665189	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
Ireland	IE1665189	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
Switzerland &	CH1665189	Method and apparatus for determining	24 Sep 2004





Liechtenstein		operational condition of pollution monitoring equipment	
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Monaco	MC1665189	Method and apparatus for determining operational condition of pollution monitoring equipment	24 Sep 2004
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United States of America	8065922	Flow metering device for an aspirated smoke detector	30 Aug 2010
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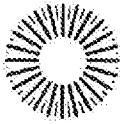
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HERBERT  
SMITH  
FREEHILLS

**C Design rights and copyright**

All design rights and copyright and other rights or forms of protection of a similar nature which may subsist anywhere in the world relating to the drawings for the inventions described in A above.



HERBERT  
SMITH  
FREEHILLS

## Signing page

Executed as a deed

---

### Assignor 1

Signed sealed and delivered by  
**Xtralis Pty Ltd**  
by

*sign here ►*

Company Secretary/Director

*print name*

*sign here ►*

Director

*print name*

---

### Assignor 2

Signed sealed and delivered by  
**VSEH Subco Pty Ltd**  
by

*sign here ►*

Company Secretary/Director

*print name*

*sign here ►*

Director

*print name*



HERBERT  
SMITH  
FREEHILLS

Signing page

**Assignee**

Signed sealed and delivered by  
**Xtralis Technologies Limited**  
by

sign here »

Authorised Signatory

print name

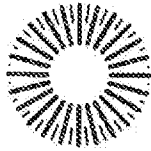
**Evan Hattersley**

sign here »

Authorised Signatory

print name

**ALEXANDER OVCHAR**



HERBERT  
SMITH  
FREEHILLS

Deed

## Deed of assignment

Xtralis Pty Ltd

VSEH Subco Pty Ltd

Xtralis Technologies Limited



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<b>4</b>	<b>General</b>	<b>3</b>
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	4.2 Invalidity and enforceability .....	3
	4.3 Variation .....	3
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	4.5 Deed components .....	3
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## Deed of assignment

---

Date ►

Between the parties

---

Assignor 1	<b>Xtralis Pty Ltd (formerly known as Vision Fire &amp; Security Pty Ltd)</b> ACN 008 009 514 of 4 North Drive, Virginia Park, 236-262 East Boundary Road, Bentleigh East, Victoria 3165 Australia
Assignor 2	<b>VSEH Subco Pty Ltd</b> ACN 109 085 485 of 4 North Drive, Virginia Park, 236-262 East Boundary Road, Bentleigh East, Victoria 3165 Australia
Assignee	<b>Xtralis Technologies Limited (formerly known as VFS Technologies Limited)</b> of the offices of FT Consultants, Ltd. 2nd Floor, One Montague Place, Nassau, Bahamas

---

- Recitals
- 1 On or about the Effective Date the Assignors and the Assignee entered into assignment deeds (the **Original Assignments**) for the assignment of intellectual property (including the Intellectual Property) ultimately to the Assignee. In certain cases under the Original Assignments, the Intellectual Property was initially assigned by Assignor 1 to Assignor 2, and then by Assignor 2 to the Assignee.
  - 2 There were some minor irregularities in the Original Assignments including an incorrect address and omitted ACN details for Assignor 1 and certain omitted details relating to the Intellectual Property. Some of the patent applications included in the Intellectual Property did not exist at the Effective Date, including because they are national phase applications that arose from a PCT application existing at the Effective Date or divisional applications relating to such a national phase application.
  - 3 This deed is intended to address the irregularities and to confirm the assignment of the Intellectual Property to the Assignee.
  - 4 To the extent the Assignee does not hold all right, title and interest in the Intellectual Property, under this deed the Assignors assign all right, title and interest they have in the Intellectual Property to the Assignee.
- 

This deed witnesses as follows:

---





## 1 Definitions

---

The meanings of the terms used in this deed are set out below.

Term	Meaning
------	---------

---

Assignors	Assignor 1 and Assignor 2.
-----------	----------------------------

---

Effective Date	27 February 2006.
----------------	-------------------

---

Intellectual Property	the intellectual property described in the schedule to this deed.
-----------------------	---

---

## 2 Assignment

---

- (a) The Assignors confirm the assignment to the Assignee of all of their right, title and interest in the Intellectual Property, with effect from the Effective Date.
- (b) To the extent the Assignors hold any right, title or interest in the Intellectual Property, each Assignor hereby assigns all its right, title and interest in the Intellectual Property to the Assignee, with effect from:
  - (1) the Effective Date, for Intellectual Property which existed on the Effective Date; or
  - (2) the date the Intellectual Property first existed, if that date is later than the Effective Date.
- (c) The assignment in clause 2(b) includes the right to sue for damages and other remedies in respect of any infringement of, or other claims in relation to, the Intellectual Property which may have occurred before the date of this deed.

## 3 Further assurances

---

The Assignors must execute any documents and do all things the Assignee reasonably requests to have this assignment of the Intellectual Property recorded on all relevant patents registers so that the Assignee's name is entered in such registers as the sole proprietor of the Intellectual Property.



## **4 General**

---

### **4.1 Governing law and jurisdiction**

- (a) This deed is governed by the law in force in Victoria, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### **4.2 Invalidity and enforceability**

- (a) If any provision of this deed is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 4.2(a) does not apply where enforcement of the provision of this deed in accordance with clause 4.2(a) would materially affect the nature or effect of the parties' obligations under this deed.

### **4.3 Variation**

A variation of any term of this deed must be in writing and signed by the parties.

### **4.4 Counterparts**

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this deed by signing any counterpart.

### **4.5 Deed components**

This deed includes any schedule.

### **4.6 Interpretation**

In this deed:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of this deed.
- (b) The singular includes the plural and the plural includes the singular.
- (c) Other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning.
- (d) A reference to a clause, party or schedule is a reference to a clause of, and a party or schedule to, this deed.
- (e) A reference to a party to a document includes that party's successors and assignees.
- (f) A reference to the Assignors is a reference to each Assignor, and neither Assignor is responsible for a breach of this deed by the other Assignor.



- (g) A reference to an agreement other than this deed includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing.
- (h) No provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision.
- (i) Specifying anything in this deed after the words 'include' or 'for example' or similar expressions does not limit what else is included.



## Schedule 1

### Intellectual Property

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All rights in the inventions described in the specifications filed with the patent applications described in A above and the right to file for patent protection for such inventions.

The Assignor's rights to claim priority under any applicable international convention for patent applications relating to the inventions described in A above.

Any complete, international or other patent applications including continuations, continuations-in part, divisionals, patent re-issues, re-examinations, renewals and extensions based on the patent application described in A above.





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**C Design rights and copyright**

All design rights and copyright and other rights or forms of protection of a similar nature which may subsist anywhere in the world relating to the drawings for the inventions described in A above.



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## Signing page

Executed as a deed

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### Assignor 1

Signed sealed and delivered by  
**Xtralis Pty Ltd**  
by

sign here ► \_\_\_\_\_  
Company Secretary/Director

print name \_\_\_\_\_

sign here ► \_\_\_\_\_  
Director

print name \_\_\_\_\_

---

### Assignor 2

Signed sealed and delivered by  
**VSEH Subco Pty Ltd**  
by

sign here ► \_\_\_\_\_  
Company Secretary/Director

print name \_\_\_\_\_

sign here ► \_\_\_\_\_  
Director

print name \_\_\_\_\_

---



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Signing page

**Assignee**

Signed sealed and delivered by  
**Xtralis Technologies Limited**  
by

sign here ►

Authorised Signatory

print name

~~ADAM SMITH HARRIS~~

Evan Hattersley

sign here ►

Authorised Signatory

print name

ALEXANDER OVCHAR