

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2687411

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>KEVIN ALLAN SAUNDERS</td> <td>05/15/2013</td> </tr> <tr> <td>GARY KENNETH LORD</td> <td>05/20/2013</td> </tr> </tbody> </table>		Name	Execution Date	KEVIN ALLAN SAUNDERS	05/15/2013	GARY KENNETH LORD	05/20/2013
Name	Execution Date						
KEVIN ALLAN SAUNDERS	05/15/2013						
GARY KENNETH LORD	05/20/2013						
RECEIVING PARTY DATA							
Name:	KNEW FOUNDATION LIMITED						
Street Address:	525 CAMERON ROAD						
Internal Address:	LEVEL 1, THE HUB						
City:	TAURANGA						
State/Country:	NEW ZEALAND						
Postal Code:	3144						
PROPERTY NUMBERS Total: 1							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>29479588</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	29479588		
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Application Number:	29479588						
CORRESPONDENCE DATA							
Fax Number:	(312)913-0002						
Phone:	312-913-0001						
Email:	docketing@mbhb.com						
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>							
Correspondent Name:	MCDONNELL BOEHNEN HULBERT & BERGHOFF LLP						
Address Line 1:	300 S. WACKER DRIVE						
Address Line 2:	32ND FLOOR						
Address Line 4:	CHICAGO, ILLINOIS 60606						
ATTORNEY DOCKET NUMBER:	14-118						
NAME OF SUBMITTER:	BRANDON J. KENNEDY						
Signature:	/Brandon J. Kennedy/						

Date:

01/17/2014

Total Attachments: 6

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GARY KENNETH LORD

KEVIN ALLAN SAUNDERS

KNEW FOUNDATION LIMITED

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS



PARTIES

GARY KENNETH LORD, a New Zealand citizen of 86 Ladies Mile, Remuera, Auckland 1050 (**First Assignor**)

KEVIN ALLAN SAUNDERS, a New Zealand citizen of 22 Glengarry Avenue, Manly, Whangaparaoa 0930 (**Second Assignor**)

KNEW FOUNDATION LIMITED, a New Zealand company whose registered office is located at Level 1, The Hub, 525 Cameron Road, Tauranga 3144 (**Assignee**)

INTRODUCTION

- A. The Assignors have devised or contributed to the Invention, either during the course of employment with the Assignee or under a commission from the Assignee.
- B. The Assignors acknowledge that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. To the extent that the Assignors own the Invention or any Intellectual Property Rights, the Assignors have agreed to assign, and the Assignee has agreed to accept, the Invention and such Intellectual Property Rights subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

Assignors means the First Assignor and Second Assignor;

Copyright means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and
- (b) any database rights,

comprising or relating to the Invention as may exist anywhere in the world;

Design Rights means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) any unregistered design rights; and

- (d) any semi-conductor topography or integrated circuit layout rights;

Intellectual Property Rights means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

Invention means any and all inventions the subject of the Patent Applications as improved, modified, developed or amended at any time up to the date of signing of this deed;

Patent Applications means the patent applications identified in the Schedule; and

Patent Rights means all patent rights in and to the Invention as may exist or come into existence anywhere in the world including, but not limited to:

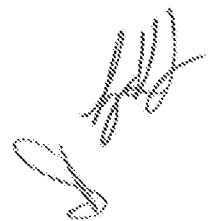
- (a) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Applications together with:
 - (i) any patents that may be granted pursuant to the Patent Applications; and
 - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Applications in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

2. ASSIGNMENT

2.1 **Assignment:** In consideration of the sum of NZ\$1.00, and other good and valuable consideration, paid by the Assignee to each of the Assignors, the receipt and sufficiency of which is hereby acknowledged by each of the Assignors, the Assignors hereby assign to the Assignee absolutely all of the Assignors' rights, title and interest in and to:

- (a) the Invention; and
- (b) the Intellectual Property Rights.

2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, the right to sue for



damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.

2.3 **Moral rights:** The Assignors waive all of the Assignors' moral rights arising from the Invention throughout the world, to the extent that the Assignors may lawfully do so.

3. FURTHER ACTIONS

3.1 If requested by the Assignee the Assignors will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to give effect to the assignment in this deed and to enable the Assignee to prosecute, maintain, renew, enforce and defend the Intellectual Property Rights.

4. GENERAL

4.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.

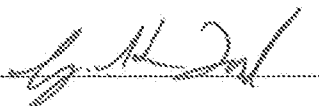
4.2 **Facsimile counterparts:**

- (a) This deed may be executed in any number of counterparts (including facsimile copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

4.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

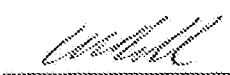
SIGNED AS A DEED


SIGNED by GARY KENNETH LORD in the presence of:

Signature 

Date 20 MAY 2013


WITNESS

Signature: 

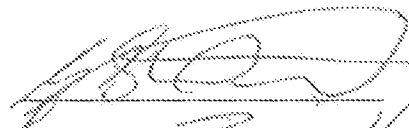


Name: MATHEW ANAND PATEL
Address: 49 CAMBRIA ST, NELSON
Occupation: CIVIL ENGINEER

SIGNED by KEVIN ALLAN SAUNDERS in
the presence of:


Signature
16-05-2013
Date

WITNESS

Signature: 
Name: Gopesh Kumar Harsham
Address: 918 Whangaparapara Rd.
Occupation: Company Director

SIGNED by KNEW FOUNDATION
LIMITED by:


Signature of Director
G.K. LORO
Name of Director
20 MAY 2013.
Date

Signature of Director
Kevin Saunders
Name of Director
25-11-2013
Date



SCHEDULE
PATENT APPLICATIONS

Country	Application No.	Title	Date Filed
New Zealand	Improvements in or relating to a foundation	593740/597959	New Zealand
Patent Cooperation Treaty	Improvements in or relating to a foundation	PCT/IB2012/053159	Patent Cooperation Treaty