

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2724341

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>MR. DAVID ALBERT BARDA</td> <td>01/09/2012</td> </tr> <tr> <td>TIGER BRIGHT ADVISORY PTY LTD</td> <td>01/09/2012</td> </tr> <tr> <td>SIMAVITA HOLDINGS LIMITED</td> <td>01/10/2012</td> </tr> <tr> <td>SIMAVITA PTY LTD</td> <td>01/10/2012</td> </tr> </tbody> </table>		Name	Execution Date	MR. DAVID ALBERT BARDA	01/09/2012	TIGER BRIGHT ADVISORY PTY LTD	01/09/2012	SIMAVITA HOLDINGS LIMITED	01/10/2012	SIMAVITA PTY LTD	01/10/2012		
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<table border="1"> <tr> <td>Name:</td> <td>FRED BERGMAN HEALTHCARE PTY LTD</td> </tr> <tr> <td>Street Address:</td> <td>275 ALFRED STREET</td> </tr> <tr> <td>Internal Address:</td> <td>LEVEL 11</td> </tr> <tr> <td>City:</td> <td>NORTH SYDNEY</td> </tr> <tr> <td>State/Country:</td> <td>AUSTRALIA</td> </tr> <tr> <td>Postal Code:</td> <td>NSW 2060</td> </tr> </table>		Name:	FRED BERGMAN HEALTHCARE PTY LTD	Street Address:	275 ALFRED STREET	Internal Address:	LEVEL 11	City:	NORTH SYDNEY	State/Country:	AUSTRALIA	Postal Code:	NSW 2060
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PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
Fax Number:	(248)504-4213												
Phone:	248-504-4849												
Email:	srh@hanseniplaw.com												
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>													
Correspondent Name:	HANSEN IP LAW PLLC												
Address Line 1:	P.O. BOX 300069												
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ATTORNEY DOCKET NUMBER:	5019-0013												
NAME OF SUBMITTER:	STEVEN R. HANSEN												

Signature:	/Steven R. Hansen/
Date:	02/12/2014
Total Attachments: 7 source=Assignment David Barda and Tiger Bright Advisory Pty Ltd 10 January 2012#page1.tif source=Assignment David Barda and Tiger Bright Advisory Pty Ltd 10 January 2012#page2.tif source=Assignment David Barda and Tiger Bright Advisory Pty Ltd 10 January 2012#page3.tif source=Assignment David Barda and Tiger Bright Advisory Pty Ltd 10 January 2012#page4.tif source=Assignment David Barda and Tiger Bright Advisory Pty Ltd 10 January 2012#page5.tif source=Assignment David Barda and Tiger Bright Advisory Pty Ltd 10 January 2012#page6.tif source=Assignment David Barda and Tiger Bright Advisory Pty Ltd 10 January 2012#page7.tif	

CONFIRMATORY DEED OF ASSIGNMENT

Patent Assignment

CONFIRMATORY DEED OF ASSIGNMENT

THIS DEED is made on the date of last execution

BETWEEN **DAVID ALBERT BARDA** of Apartment 2, 547 Old South Head Road, Rose Bay, New South Wales, 2029, Australia ("**Mr Barda**")

AND **TIGER BRIGHT ADVISORY PTY LTD (ABN 68 113 109 685)** c/- Apartment 2, 547 Old South Head Road, Rose Bay, New South Wales, 2029, Australia ("**Tiger Bright**")

AND **SIMAVITA HOLDINGS LIMITED (ABN 44 071 409 179)** and Australian company, c/- MPR Group, Level 11, 499 St Kilda Road, Victoria 3004, Australia ("**Simavita Holdings**"); formerly **FBH TECHNOLOGY PTY LTD ("FBH Technology")**

AND **SIMAVITA PTY LTD** of Level 11, 275 Alfred Street, North Sydney, New South Wales, 2060, Australia ("**Simavita**")

Mr Barda, Tiger Bright, Simavita Holdings and Simavita collectively "**the Assignors**"

AND **FRED BERGMAN HEALTHCARE PTY LTD (ACN 004 864 466)**, an Australian company, of Level 11, 275 Alfred Street, North Sydney, New South Wales, 2060, Australia ("**the Assignee**")

RECITALS

- A. Mr Barda is an inventor named in the applications for the grant of a patent set out in the Schedule ("**the Patent Applications**") in respect of the inventions the names of which are set out in the Schedule ("**the Inventions**").
- B. Tiger Bright is a consultancy company, whose director and employee is Mr Barda.
- C. From 1 April 2007 to 2009 Mr Barda was an employee and director of FBH Technology Pty Ltd ("**FBH Technology**") (now known as Simavita Holdings Limited), of whom the Assignee was a subsidiary company. One role of the Assignee was to own the intellectual property developed by FBH Technology and its subsidiaries.
- D. From 2009 Mr Barda was an employee of Simavita Pty Ltd ("**Simavita**"), which is a Related Body Corporate (as that term is used in the *Corporations Act 2001* (Cth)) of the Assignee. During the course of his employment with FBH Technology and/or Simavita, Mr Barda was one of the inventors of the inventions.

- E. From 24 May 2011 Mr Barda provided consultancy services to Simavita under an Agreement that provided that all inventions and intellectual property arising from such services would vest in Simavita.
- F. The parties acknowledge that at the date of filing the Patent Applications ("**the Filing Date**"), all right, title and interest in the Inventions vested in the Assignee.
- G. For the avoidance of doubt, the Assignors have each agreed to confirm such ownership and to assign their rights (if any) in respect of the Patent Applications and the Inventions to the Assignee in consideration of the payment of the sum of \$1.00, receipt of which is acknowledged by the Assignors.

1. **ASSIGNMENT**

1.1 The Assignors each confirm that, at the Filing Date:

- (a) the whole of its/his rights in relation to the Inventions throughout the world, including but not limited to the right to apply for the grant of a patent in respect of the Inventions in any country of the world;
- (b) the whole of its/his rights in relation to and interest in the Patent Applications, including but not limited to the right to claim priority from the Patent Applications in respect of applications made for the grant of a patent anywhere in the world; and
- (c) the right to bring legal proceedings, and to obtain any relief to which it would have been entitled but for this paragraph, in respect of any infringement of their rights in relation to the Inventions;

vested in the Assignee.

1.2 For the avoidance of doubt, the Assignors hereby assign absolutely to the Assignee:

- (a) the whole of its/his rights in relation to the Inventions throughout the world, including but not limited to the right to apply for the grant of a patent in respect of the Inventions in any country of the world;
- (b) the whole of its/his rights in relation to and interest in the Patent Applications, including but not limited to the right to claim priority from the Patent Applications in respect of applications made for the grant of a patent anywhere in the world; and
- (c) the right to bring legal proceedings, and to obtain any relief to which it would have been entitled but for this paragraph, in respect of any infringement of its/his rights in relation to the Inventions which occur before or after the date of this Deed;

to the extent (if any) it retains such rights.

1.3 Each of the Assignors warrants that it/he has not granted any rights to any third party that are inconsistent with the assignments set out in clause 1.

1.4 The Assignors each agree to provide any assistance reasonably required by the Assignee in order to give full effect to this Deed (including but not limited

to the execution of any documents). Each of the Assignors irrevocably appoints the Assignee as its attorney to do all acts and execute all documents which the Assignors are obliged to do or execute by this clause.

2. GENERAL

- 2.1 This Deed (and the validity and enforceability of this Deed) is governed by and to be interpreted in accordance with the law of the State of New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales, and the federal courts of the Commonwealth of Australia.
- 2.2 The Assignee shall be responsible for paying the costs of preparation and execution of this Deed and recordal of the assignment of the Patent Applications.
- 2.3 Any stamp duty or other government charges payable in respect of this Deed or the transactions contemplated by it shall be payable by the Assignee.
- 2.4 This Deed may be signed in counterparts. If this Deed is signed in counterparts, it shall not be legally enforceable until the parties exchange the signed counterparts, which may be by electronic means. If exchange is carried out electronically, each party must promptly deliver a hard copy of this Deed executed by it to the other party, but failure to do so will not affect the enforceability of this Deed.
- 2.5 The rights and obligations of the parties under this Deed do not merge on completion of any transaction contemplated by this Deed.

3. AUTHORITY TO EXECUTE

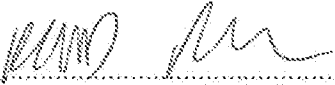
- 3.1 Each of the parties warrants it/he has power to enter into this Deed.
- 3.2 Any individual executing this Deed on behalf of a party warrants that he has been fully empowered to execute this Deed and that all necessary action to authorise execution of this Deed has been taken.

SCHEDULE

NUMBER	FILING DATE	TITLE	COUNTRY
61/505,082	6 July 2011	RELATING TO EVENT DETECTION ALGORITHMS	United States of America
61/513,734	1 August 2011	A CAPACITIVE WETNESS SENSOR AND METHOD MANUFACTURING THE SAME	United States of America
61/513,762	1 August 2011	A SENSOR FOR INCONTINENCE USING HIGH FREQUENCY	United States of America
61/544,340	7 October 2011	IMPROVEMENTS RELATING TO EVENT DETECTION	United States of America

EXECUTED AS A DEED

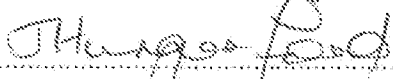
SIGNED, SEALED AND DELIVERED by
DAVID ALBERT BARDA

 (Signature)

This document **MUST** be
 signed in the presence of a
 witness

in the presence of

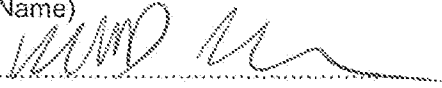
Jennifer Hungerford
 Name of Witness

 (Signature of Witness)

Date: 9.1.12

EXECUTED for and on behalf of
TIGER BRIGHT ADVISORY PTY LTD

by David Barda (Director/Secretary)
 (Name)


 (Signature)


and by (Director)
 (Name)

.....
 (Signature)

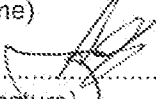
Date:

EXECUTED for and on behalf of
SIMAVITA HOLDINGS LIMITED

by Philip Palanis (Director/Secretary)
 (Name)


 (Signature)


and by Philip Johnson (Director)
 (Name)


 (Signature)

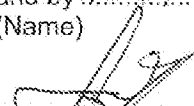
Date: 10.1.12

EXECUTED for and on behalf of
SIMAVITA PTY LTD

by Philippa Lewis (Director/Secretary)
(Name)


(Signature)


and by Philip Johnson (Director)
(Name)


(Signature)

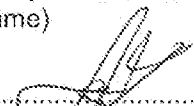
Date: 10.1.12

EXECUTED for and on behalf of
FRED BERGMAN HEALTHCARE PTY LTD

by Philippa Lewis (Director/Secretary)
(Name)


(Signature)

and by Philip Johnson (Director)
(Name)


(Signature)

Date: 10.1.12