

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2724427

| 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>INVETECH PTY LTD</td> <td>02/08/2012</td> </tr> <tr> <td>MR. BRADLEY JOHN PHILLIPS</td> <td>02/08/2012</td> </tr> <tr> <td>MR. PETER KOTLARSKI</td> <td>02/08/2012</td> </tr> </tbody> </table> | | Name | Execution Date | INVETECH PTY LTD | 02/08/2012 | MR. BRADLEY JOHN PHILLIPS | 02/08/2012 | MR. PETER KOTLARSKI | 02/08/2012 | | | | |
| Name | Execution Date | | | | | | | | | | | | |
| INVETECH PTY LTD | 02/08/2012 | | | | | | | | | | | | |
| MR. BRADLEY JOHN PHILLIPS | 02/08/2012 | | | | | | | | | | | | |
| MR. PETER KOTLARSKI | 02/08/2012 | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | |
| <table border="1"> <tr> <td>Name:</td> <td>SIMAVITA 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: | SIMAVITA PTY LTD | Street Address: | 275 ALFRED STREET | Internal Address: | LEVEL 11 | City: | NORTH SYDNEY | State/Country: | AUSTRALIA | Postal Code: | NSW 2060 |
| Name: | SIMAVITA PTY LTD | | | | | | | | | | | | |
| Street Address: | 275 ALFRED STREET | | | | | | | | | | | | |
| Internal Address: | LEVEL 11 | | | | | | | | | | | | |
| City: | NORTH SYDNEY | | | | | | | | | | | | |
| State/Country: | AUSTRALIA | | | | | | | | | | | | |
| Postal Code: | NSW 2060 | | | | | | | | | | | | |
| 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>14236255</td> </tr> </tbody> </table> | | Property Type | Number | Application Number: | 14236255 | | | | | | | | |
| Property Type | Number | | | | | | | | | | | | |
| Application Number: | 14236255 | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | |
| <p>Fax Number: (248)504-4213</p> <p>Phone: 248-504-4849</p> <p>Email: srh@hanseniplaw.com</p> <p><i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i></p> <p>Correspondent Name: HANSEN IP LAW PLLC</p> <p>Address Line 1: P.O. BOX 300069</p> <p>Address Line 4: WATERFORD, MICHIGAN 48330</p> | | | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 5019-0013 | | | | | | | | | | | | |
| NAME OF SUBMITTER: | STEVEN R. HANSEN | | | | | | | | | | | | |
| Signature: | /Steven R. Hansen/ | | | | | | | | | | | | |

Date:

02/12/2014

Total Attachments: 7

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phillips ormonde fitzpatrick
lawyers

CONFIRMATORY DEED OF ASSIGNMENT

Patent Assignment

intellectual property

PO Box 325 Collins Street West Vic 8007 Australia | Level 23 387 Collins Street Melbourne 8000 | t +61 3 9514 1944 | f +61 3 9627 7255 | pofl.com.au

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PATENT

REEL: 032204 FRAME: 0201

CONFIRMATORY DEED OF ASSIGNMENT

THIS DEED is made on the date of last execution

BETWEEN **INVETECH PTY LTD (ABN 45 004 301 839)** of
495 Blackburn Road, Mount Waverley, Victoria
3149, Australia ("**Invetech**")

AND **BRADLEY JOHN PHILLIPS** of 23 Kerferd
Road, Glen Iris, Victoria 3146, Australia ("**Mr
Phillips**")

AND **PETER KOTLARSKI** of 64 Winmallee Drive,
Glen Waverley, Victoria 3150, Australia ("**Mr
Kotlarski**")

Invetech, Mr Phillips and Mr Kotlarski collectively "**the Assignors**"

AND **SIMAVITA PTY LTD (ACN 134 938435)** of Level
11, 275 Alfred Street, North Sydney, New South
Wales, 2060, Australia ("**the Assignee**")

RECITALS

- A. Mr Phillips and Mr Kotlarski are inventors named in the applications for the grant of a patent set out in the Schedule ("**the Patent Applications**") in respect of the inventions the title of which is set out in the Schedule ("**the Inventions**").
- B. At the time of the making of the Inventions, Mr Phillips and Mr Kotlarski were employees of Invetech. They made the Invention in the course of their employment with Invetech.
- C. Invetech has assigned intellectual property embodied in the Inventions to Simavita Pty Ltd ("**Simavita**") under Invetech Special Terms of Business No 40458a1_24 Nov 2009.
- D. Mr Phillips and Mr Kotlarski have directed Invetech to enter this confirmatory Deed of Assignment with the Assignee.
- E. 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.
- F. 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 intellectual property in the Inventions throughout 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/he 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 intellectual property in the Inventions throughout 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/he would have been entitled but for this paragraph, in respect of any infringement of its rights in relation to the Inventions which occur before or after the date of this Deed;

to the extent (if any) it/he 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/his attorney to do all acts and execute all documents which the Assignors are obliged to do or execute by this clause.

1.5 The parties acknowledge that the rights assigned by the Assignor are subject to the terms of business referred to in Recital C.

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 its power to enter into this Deed.
- 3.2 Any individual executing this Deed on behalf of a party warrants that he or she has been fully empowered to execute this Deed and that all necessary action to authorise execution of this Deed has been taken.

EXECUTED AS A DEED**EXECUTED** for and on behalf of
INVETECH PTY LTDby WILLIAM HINE (Director/Secretary)
(Name)W. Hine
(Signature)and by WARREN HANCOCK (Director)
(Name)W. Hancock
(Signature)Date: 8 FEB 2012**SIGNED, SEALED AND DELIVERED by**
BRADLEY JOHN PHILLIPSBradley John Phillips (Signature)
8 Feb 2012**This document MUST be
signed in the presence
of a witness**

in the presence of

Benjamin Mollrom
Name of Witness[Signature] (Signature of Witness)Date: 8 - Feb - 2012**SIGNED, SEALED AND DELIVERED by**
PETER KOTLARSKIP. Kotlarski (Signature)**This document MUST be
signed in the presence
of a witness**

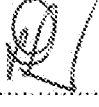
in the presence of

Ben Mollrom
Name of Witness[Signature] (Signature of Witness)Date: 8 - Feb - 2012

SCHEDULE

| NUMBER | FILING DATE | TITLE | COUNTRY |
|---------------|--------------------|---|-----------------------------|
| 61/513,734 | 1 August 2011 | A CAPACITIVE WETNESS SENSOR AND METHOD FOR MANUFACTURING THE SAME | United States of America |
| 61/513,762 | 1 August 2011 | A SENSOR FOR INCONTINENCE USING HIGH FREQUENCY | United States of America |

EXECUTED for and on behalf of
SIMAVITA PTY LTD

by  (Director/Secretary)
(Name)

Philippa Lewis
(Signature)

and by *Paul A. Johnstone* (Director)
(Name)


(Signature)

Date: *1 March 2012*