

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2735454

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
METSO NEW ZEALAND LIMITED	04/02/2013
RECEIVING PARTY DATA	
Name:	METSO MINERALS INC.
Street Address:	FABIANINKATU 9A
City:	HELSINKI
State/Country:	FINLAND
Postal Code:	00130
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7322536
CORRESPONDENCE DATA	
Fax Number:	(703)518-5499
Phone:	703-684-1111
Email:	bjhgroupp@ipfirm.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	LOWE HAUPTMAN & HAM, LLP
Address Line 1:	2318 MILL ROAD
Address Line 2:	SUITE 1400
Address Line 4:	ALEXANDRIA, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	1519-055
NAME OF SUBMITTER:	BENJAMIN J. HAUPTMAN
Signature:	/BENJAMIN J. HAUPTMAN/
Date:	02/20/2014

Total Attachments: 9

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**DEED OF ASSIGNMENT
OF INTELLECTUAL PROPERTY RIGHTS**

BETWEEN: Metso New Zealand Limited

AND: Metso Minerals Inc.

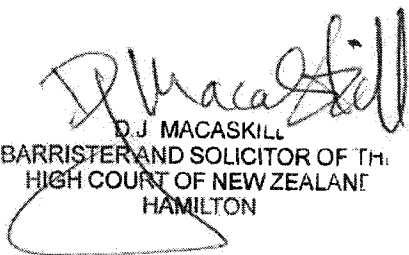
DESCRIPTION:

By this Deed Metso New Zealand Limited assigns to Metso Minerals Inc. all its respective right, title and interest in the *Intellectual Property Rights* relating to the *Inventions*.

Certified to be a true
copy of the original.

James & Wells Intellectual Property

Level 12, KPMG Centre
85 Alexandra Street
Private Bag 3140
HAMILTON


D.J. MACASKILL
BARRISTER AND SOLICITOR OF THE
HIGH COURT OF NEW ZEALAND
HAMILTON

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BETWEEN

Metso New Zealand Limited, a New Zealand company having its registered office at Mangawhero Road, Matamata, New Zealand

(the "Assignor")

AND

Metso Minerals Inc, a Finnish company of Fabianinkatu 9A, 00130 Helsinki, Finland

(the "Assignee")

ON THE BASIS THAT-

1.0 DEFINED TERMS

1.1. *Copyright* shall mean the property rights which exist in any *Copyright Work*.

1.2. *Copyright Work* shall mean:

1.2-1. a work of any of the types described in Section 14 of the New Zealand Copyright Act 1994; and/or

1.2-2. a work in which copyright exists; and

which relates to the *Inventions*.

1.3. *Design Rights* shall mean the right to apply for registered designs relating to the *Inventions* or equivalent protection in any country of the world and to claim priority under international convention from any such applications and the rights conferred by such registered designs or equivalent protection when granted.

1.4. *Intellectual Property Rights* shall mean all intellectual property rights whatsoever relating to the *Inventions* including without limitation the *Patents*, the *Patent Rights*, the *Design Rights*, the *Copyright* and the *Technical Information*.

1.5. *Inventions* shall mean the inventions the subject of the *Patents*.

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1.6. *Patents* shall mean the patent applications and/or letters patents set out in the Schedule and any patent applications or letters patents claiming priority from same, and any letters patents granted upon any of the foregoing patent applications.

1.7. *Patent Rights* shall mean:

1.7-1. The right to apply for any patent relating to the *Inventions* or equivalent protection in any country of the world and to claim priority under any international convention from any such applications and the rights conferred by such patents or equivalent protection when granted; and

1.7-2. The rights conferred by the *Patents* including the right to claim priority under any international convention and the right conferred by such Patents now and when granted.

1.8. *Technical Information* shall mean all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the *Inventions* and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patents or otherwise.

2.0 BACKGROUND

2.1. The **Assignor** owns the *Intellectual Property Rights*.

2.2. The **Assignor** has agreed to assign, and the **Assignee** has agreed to take an assignment of, the *Intellectual Property Rights* on the terms described below.

BY THIS DEED THE PARTIES AGREE –

3.0 THE ASSIGNMENT

3.1. The **Assignor** hereby assigns all its rights, title and interests in and to the *Intellectual Property Rights* to the **Assignee**.

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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

3.2. The assignment will take effect on the date this Deed is fully executed by the **Assignor**.

4.0 CONSIDERATION

4.1. In consideration for the assignment detailed in clause 3.1, the **Assignee** will pay to the **Assignor** upon execution of this Deed the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is acknowledged by the **Assignor**.

4.2. Any and all rights of the **Assignor** with respect to the *Inventions* and *Intellectual Property Rights* will pass to the **Assignee** upon the effective date of this Deed.

5.0 ASSIGNOR'S OBLIGATIONS

5.1. The **Assignor** undertakes to (at the **Assignee's** cost) execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the **Assignee** for vesting absolutely all its rights, title and interests to the *Intellectual Property Rights* in favour of the **Assignee**, and for conferring on the **Assignee** the right to take action against any third party who copies the *Inventions* or infringes the *Intellectual Property Rights*.

5.2. The **Assignor** shall forthwith disclose to the **Assignee** all improvements in, modifications of or additions to the *Inventions* devised or created by the **Assignor** while under a commission for money or money's worth from the **Assignee**.

5.2-1. The **Assignor** shall assign to the **Assignee** upon request all *Intellectual Property Rights* relating to all improvements in, modifications of or additions to the *Inventions* devised or otherwise created while under a commission for money or money's worth from the **Assignee**.

5.3. At the request of the **Assignee**, the **Assignor** shall at the **Assignee's** expense execute all documents and do all acts necessary or convenient to enable the **Assignee** to:

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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 5.3-1. make, prosecute or register in **Assignee's** name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the *Intellectual Property Rights*;
 - 5.3-2. defend opposition proceedings in respect of any of the *Intellectual Property Rights* against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect **Assignee's** ability to exploit the *Intellectual Property Rights*;
 - 5.3-3. defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the *Intellectual Property Rights*;
 - 5.3-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.
- 5.4. The **Assignor** shall, at the request of the **Assignee**, and to the extent outstanding, furnish the **Assignee** with full details of and relating to the *Inventions*, and the *Intellectual Property Rights* (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the *Inventions* and the *Copyright Works*.
- 5.5. The **Assignor** agrees to treat as confidential all information relating to the *Inventions* and the *Intellectual Property Rights* and shall not use, disclose or publish same without the express prior written consent of the **Assignee**. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the **Assignor**. The **Assignor** agrees to seek prior clearance from the **Assignee** in any case of uncertainty.

6.0 ASSIGNOR'S WARRANTIES

6.1. The **Assignor** warrants:

- 6.1-1. The **Assignor** has absolute title to the *Intellectual Property Rights*;

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6.1-2. There are no encumbrances or other matters affecting the **Assignor's** capacity to assign the *Inventions* and/or the *Intellectual Property Rights* to the **Assignee** free of any encumbrances or interests whatsoever.

7.0 GOVERNING LAW

7.1. This Deed and any disputes relating to it shall be governed by and construed in all respects in accordance with the laws of New Zealand.

7.2. Each party to this Deed submits to the non-exclusive jurisdiction of the courts of New Zealand.

Executed as a Deed this 2nd day of April 2013 for and on behalf of **METSO NEW ZEALAND LIMITED** by its duly authorised officers*

Keith Cooke
Name
[Signature]
Signature
Administrative Managing Director
Position

Name

Signature

Position

Witnessed by:

Jane Belton
Name
[Signature]
Signature
Logistic Manager
Occupation
Matamata, New Zealand
Place of Residence

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Executed as a Deed this 9th day of April 2013 for and on behalf of **METSO MINERALS INC.** by its duly authorised officers*



Name

KARI RIKONEN

Signature

SENIOR VICE PRESIDENT

Position



Name

JANNE RANNANPÄÄ

Signature

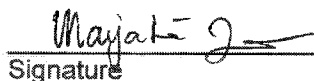
IPR MANAGER

Position

Witnessed by:

Mari-Liisa Järvinen

Name



Signature

IPR Assistant

Occupation

Tampere

Place of Residence

* This Deed must be signed by:

- a) Two or more directors of the company; or
- b) A single director of the company and a witness; or
- c) (If the company's constitution allows it), any other person and a witness; or
- d) One or more persons with a power of attorney to act on the company's behalf.

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SCHEDULE

(Refer Clause 1.6)

Formal Title	Inhouse Title	Country	Application Number	Filing date
Control System	VSI Crusher Control System	New Zealand	518111	9 June 2002
Control System	VSI Crusher Control System	PCT	PCT/NZ2003/00118	9 June 2003
Control System	VSI Crusher Control System	Australia	2003238747	9 June 2003
Control System	VSI Crusher Control System	Europe including the following states in which the patent has been validated: <ul style="list-style-type: none">• Austria• Czech Republic• Germany• Denmark• Finland• France• Ireland• Italy• Portugal• Spain• Sweden• Turkey• United Kingdom	03733661.7	9 June 2003
Control System	VSI Crusher Control System	South Africa	2005/0185	9 June 2003
Control System	VSI Crusher Control System	United States	7322536	9 June 2003

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COMPANIES OFFICE

Certificate of Incorporation

METSO NEW ZEALAND LIMITED

35016

This is to certify that BARMAC ASSOCIATES LIMITED was incorporated under the Companies Act 1955 on the 16th day of November 1978 and was reregistered to become a company under the Companies Act 1993 on the 3rd day of January 1996 and changed its name to SVEDALA BARMAC LIMITED on the 7th day of April 1997 and changed its name to METSO MINERALS (MATAMATA) LIMITED on the 12th day of October 2001 and changed its name to METSO NEW ZEALAND LIMITED on the 4th day of September 2009.

Mandy McDonald

Registrar of Companies
19th day of June 2013



For further details relating to this company check
<http://www.companies.govt.nz/co/35016>
Certificate generated 19 June 2013 12:48 PM NZST



SCAN TO VIEW
OUR REGISTRATION DETAILS