

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2771878

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TERRY COLQUHOUN	05/21/2012
HAYDEN WALLACE	03/19/2012
ANDREW KARL DIEHL	05/28/2012
CHRISTOPHER JAMES ALLINGTON	05/30/2012
CHRIS WILLIAMSON	05/28/2012
MARK WHITESIDE	05/28/2012
HENRY JOHN HARE	05/28/2012
WOUTER VON TOOR	05/28/2012
RYAN AYRES	05/28/2012
HOLMES CONSULTING GROUP LP	05/29/2012
RECEIVING PARTY DATA	
Name:	INDUSTRIAL GALVANIZERS CORPORATION PTY LTD
Street Address:	57-65 AIRDS ROAD
City:	MINTO, NEW SOUTH WALES
State/Country:	AUSTRALIA
Postal Code:	2566
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14122952
CORRESPONDENCE DATA	
Fax Number:	(202)331-3838
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202-331-8777
Email:	docketing@cahnandsamuels.com
Correspondent Name:	CAHN & SAMUELS LLP
Address Line 1:	1100 17TH STREET NW
Address Line 2:	SUITE 401
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20036
ATTORNEY DOCKET NUMBER:	405.0017

PATENT

NAME OF SUBMITTER:	GEORGE A. METZENTHIN
SIGNATURE:	/George A. Metzenthin/
DATE SIGNED:	03/17/2014

Total Attachments: 18

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HALFORDS IP

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Sydney NSW 2000 Australia

Telephone: + 61 2 9264 8388

Facsimile: + 61 2 9264 1810

E-mail: mail@halfords.com.au

Deed of Assignment and Confirmation

Terry Colquhoun

Hayden Wallace

Andrew Karl Diehl

Christopher James Allington

Chris Williamson

Mark Whiteside

Henry John Hare

Wouter Von Toor

Ryan Ayres

Holmes Consulting Group Limited

and

Industrial Galvanizers Corporation Pty Ltd

ACN 000 545 415

This deed of assignment and confirmation

is made between the following parties:

<p>Terry Colquhoun C/- Ingal Civil Products of 57-65 Airds Road Minto, New South Wales 2566 Australia (Colquhoun)</p>	<p>Hayden Wallace C/- Ingal Civil Products of 57-65 Airds Road Minto, New South Wales 2566 Australia (Wallace)</p>
<p>Andrew Karl Diehl C/- Holmes Consulting Group Limited of Unit 5, 295 Blenheim Road Upper Riccarton Christchurch 8442, New Zealand (Diehl)</p>	<p>Christopher James Allington C/- Holmes Consulting Group Limited of Unit 5, 295 Blenheim Road Upper Riccarton Christchurch 8442, New Zealand (Allington)</p>
<p>Chris Williamson C/- Holmes Consulting Group Limited of Unit 5, 295 Blenheim Road Upper Riccarton Christchurch 8442, New Zealand (Williamson)</p>	<p>Mark Whiteside C/- Holmes Consulting Group Limited of Unit 5, 295 Blenheim Road Upper Riccarton Christchurch 8442, New Zealand (Whiteside)</p>
<p>Henry John Hare C/- Holmes Consulting Group Limited of Unit 5, 295 Blenheim Road Upper Riccarton Christchurch 8442, New Zealand (Hare)</p>	<p>Wouter Von Toor C/- Holmes Consulting Group Limited of Unit 5, 295 Blenheim Road Upper Riccarton Christchurch 8442, New Zealand (Von Toor)</p>
<p>Ryan Ayres C/- Holmes Consulting Group Limited of Unit 5, 295 Blenheim Road Upper Riccarton Christchurch 8442, New Zealand (Ayres)</p>	<p>Holmes Consulting Group Limited Unit 5, 295 Blenheim Road Upper Riccarton Christchurch 8442, New Zealand (Holmes)</p>
	<p>Industrial Galvanizers Corporation Pty Ltd ACN 000 545 415 C/- Ingal Civil Products of 57-65 Airds Road Minto, New South Wales 2566 Australia (Industrial Galvanizers)</p>

Recitals

- A. The inventions included in the patent application listed in Part A in the schedule to this deed, and those other rights listed in Parts B, C and D to the schedule to this deed will be referred to as **The Intellectual Property**.
- B. Holmes is an engineering consultancy engaged by Industrial Galvanizers to provide engineering services which include designing articles and inventing inventions for Industrial Galvanizers on the condition that all rights, including patent and utility model rights for inventions, design rights for articles, copyright in respect of drawings and all other Intellectual Property Rights once created would be owned by and assigned to Industrial Galvanizers and that all patents, utility models, designs and all other Intellectual Property applications would be in the name of Industrial Galvanizers or related party.
- C. Diehl, Allington, Williamson, Whiteside, Hare, Von Toor and Ayres were employees of Holmes at the time of co-inventing the inventions which were included in the patent application listed in Part A in the schedule to this deed.
- D. Diehl, Allington, Williamson, Whiteside, Hare, Von Toor and Ayres wish to confirm that they co-invented the inventions of the Intellectual Property in the course and scope of their employment with Holmes.
- E. Colquhoun and Wallace were employees of Industrial Galvanizers at the time of co-inventing the inventions which were included in the patent application listed in Part A in the schedule to this deed.
- F. Colquhoun and Wallace wish to confirm that they co-invented the inventions of The Intellectual Property within the course and scope of their employment with Industrial Galvanizers.
- G. Colquhoun, Wallace, Diehl, Allington, Williamson, Whiteside, Hare, Von Toor, Ayres and Holmes will be referred to as **The Assignors**.
- H. The Assignors wish to confirm that any right, title and interest they may have in respect of The Intellectual Property, was owned by Industrial Galvanizers at the time of filing of the applications listed in Part A in the schedule to this deed.
- I. In the event that the Assignors have any right, title and interest in The Intellectual Property pursuant to the recitals above, the Assignors wish to assign to Industrial Galvanizers that right, title and interest in The Intellectual Property, including any right to claim convention priority and the right to file applications for patents, designs, utility models, registration of copyright or any other intellectual property in respect of The Intellectual Property, in respect of any country or jurisdiction including PCT applications, together with all common law and intellectual property rights therein including but not limited to copyright, free from all encumbrances.

This deed witnesses

that in consideration of, among other things, the payment by Industrial Galvanizers to the Assignors of AU\$1, the receipt and sufficiency of which is acknowledged, the parties agree:

1 Assignment

- (a) The Assignors assign to Industrial Galvanizers:
 - (1) all of the Assignors interest in The Intellectual Property; and
 - (2) the right to sue for damages and other remedies in respect of any infringement of The Intellectual Property which may have occurred before this assignment.
 - (b) This assignment is effective on:
30 May 2011
-

2 Confirmations

2.1 Engagement

Holmes confirm that it is an engineering consultancy engaged by Industrial Galvanizers to provide engineering services which include designing articles and inventing inventions for Industrial Galvanizers on the condition that all rights, including patent and utility model rights for inventions, design rights for articles, copyright in respect of drawings and all other Intellectual Property Rights once created would be owned by and assigned to Industrial Galvanizers and that all patents, utility models, designs and all other Intellectual Property applications would be in the name of Industrial Galvanizers or related party.

2.2 Ownership

The Assignors confirm that any right, title and interest they may have in respect of The Intellectual Property, was owned by Industrial Galvanizers at the time of filing of the application listed in Part A of the schedule to this deed.

2.3 Invention

Colquhoun, Wallace and Holmes confirm that they invented the inventions of The Intellectual Property, in the course and scope of either their employment or engagement with Industrial Galvanizers.

2.4 Invention

Diehl, Allington, Williamson, Whiteside, Hare, Von Toor and Ayres confirm that they invented the inventions of The Intellectual Property, in the course and scope of their employment with Holmes.

3 Registering this assignment and further action

- (a) Industrial Galvanizers must pay any fees or costs in relation to registering this assignment.
- (b) The Assignors must execute any documents and do any other things that Industrial Galvanizers reasonably requests to:
 - (1) enable Industrial Galvanizers to have its ownership of The Intellectual Property registered in any appropriate registry;
 - (2) enable Industrial Galvanizers to file or prosecute in its name any application for a patent, design or other registration forming part of or relating to The Intellectual Property, whether in Australia or in any other country or via a PCT application; and
 - (3) give effect to the terms of this deed.

4 Assignors undertakings

The Assignors must not:

- (a) challenge or oppose, or assist a person to challenge or oppose, any application by Industrial Galvanizers for a patent, design or other registration forming part of or relating to The Intellectual Property, whether in Australia or in any other country;
- (b) assist any other person in challenging or impugning the validity of:
 - (1) The Intellectual Property; or
 - (2) a patent, design or other registration granted to Industrial Galvanizers relating to The Intellectual Property; or
- (c) take any other action to invalidate, put in dispute or impair in any way Industrial Galvanizers' interest in or use or exploitation of The Intellectual Property.

5 Counterparts

If this deed consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

6 General

- (a) A variation of the terms of this deed must be in writing and signed by the parties.
- (b) In this deed, unless the context otherwise requires:
 - (1) words importing the singular include the plural and vice versa;
 - (2) a reference to a person includes a corporation; and
 - (3) a reference to a person includes that person's successors and legal personal representatives.

Schedule - Intellectual Property**A. Inventions disclosed in:**

Jurisdiction and Type	Application No.	Date filed	Invention title
Australian Patent	2011902086	30 May 2011	Improved Barrier Construction

B. Priority rights

The Assignor's rights to claim priority under any applicable international convention for patent applications relating to the invention application that is the subject of the patent application listed in A above.


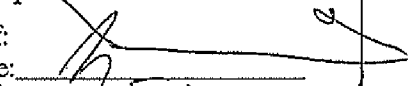
C. Artistic works

Artistic works including models, drawings, etchings and computer generated images relating to the invention that is the subject of the application listed in A above.

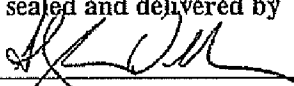
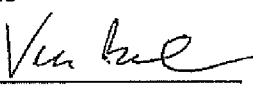
D. Copyright

All copyright and all other right or forms of protection of a similar nature which may subsist anywhere in the world in every drawing which depicts the invention that is the subject of the application listed in A above but without limitation to drawings which have been used in the application in A above.

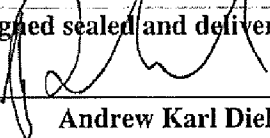

Executed as a deed:

Signed sealed and delivered by	
	
Terry Colquhoun	
in the presence of:	
Witness Signature:	
Witness name (please print):	A.S. Simpson
Date:	24 th May 2012.

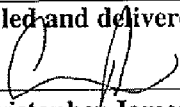
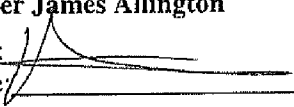
Executed as a deed:

Signed sealed and delivered by	
	
<u>Hayden Wallace</u>	
in the presence of:	
Witness Signature:	
Witness name (please print):	<u>Vic BANSOR</u>
Date:	<u>19/3/2012</u>

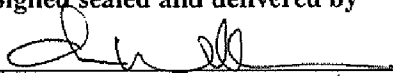
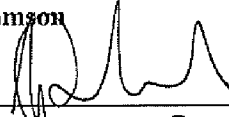
Executed as a deed:

Signed sealed and delivered by	
	
_____ Andrew Karl Diehl	
in the presence of:	
Witness Signature:	
Witness name (please print):	JASON. LEWIS
Date:	28 MAY 2012

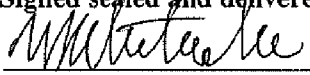
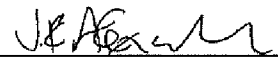
Executed as a deed:

Signed sealed and delivered by  _____ Christopher James Allington
in the presence of: Witness Signature:  _____
Witness name (please print): <u>Bruce Calloway</u>
Date: <u>30/5/2012</u>

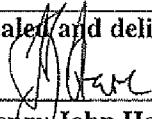
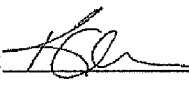
Executed as a deed:

Signed sealed and delivered by	
	_____
Chris Williamson	
in the presence of:	
Witness Signature:	
Witness name (please print):	<u>Andrew Deane</u>
Date:	<u>28 MAY 2012</u>

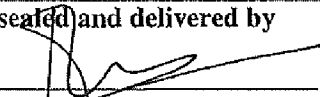

Executed as a deed:

Signed sealed and delivered by	
	
<u>Mark Whiteside</u>	
in the presence of:	
Witness Signature:	
Witness name (please print):	<u>James Alexander</u>
Date:	<u>20/05/12</u>


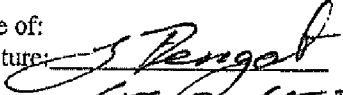
Executed as a deed:

Signed sealed and delivered by  _____
Henry John Hare
in the presence of: Witness Signature:  _____
Witness name (please print): <u>KATHRYN OLSEN</u>
Date: <u>28/05/2012</u>

Executed as a deed:

Signed sealed and delivered by  _____ Wouter Von Toor
in the presence of: Witness Signature: 
Witness name (please print): <u>GLENN MAGUIRE</u>
Date: <u>28 March 2012</u>

Executed as a deed:


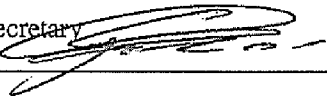
Signed sealed and delivered by  Ryan Ayres
in the presence of: Witness Signature: 
Witness name (please print): <u>J. BENGEL</u>
Date: <u>28/MAY/2012</u>

→ now Holmes Consulting Group LP

Executed as a deed:

Executed by Holmes Consulting Group Limited by: Holmes GP Structures Ltd as General Partner of Holmes Consulting Group LP Director Signature: <u><i>[Signature]</i></u> Please print name: <u>Henry John Hare</u> DIRECTOR Company Secretary Signature: <u><i>[Signature]</i></u> Please print name: <u>BRUCE OWEN BLACK</u> Date: <u>29/5/12</u>

Executed as a deed:

Executed by Industrial Galvanizers Corporation Pty Ltd ACN 000 545 415 pursuant to s.127 of the <i>Corporations Act</i> by: Director Signature: <u></u> Please print name: <u>Vik BAMSAL</u> Company Secretary Signature: <u></u> Please print name: <u>JOHN ADRIAN FENTON</u> Date: <u>28 May 2012</u>
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