

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2786953

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	THE FRASER TRUST	03/01/2009
RECEIVING PARTY DATA		
Name:	BRADDELL LIMITED	
Street Address:	18 ATHOL STREET	
City:	DOUGLAS	
State/Country:	ISLE OF MAN	
Postal Code:	IM1 1JA	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	8358023	
Application Number:	12445456	
CORRESPONDENCE DATA		
Fax Number:	(949)760-9502	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(949) 760-0404	
Email:	efiling@knobbe.com	
Correspondent Name:	KNOBBE MARTENS OLSON & BEAR LLP	
Address Line 1:	2040 MAIN STREET	
Address Line 2:	14TH FLOOR	
Address Line 4:	IRVINE, CALIFORNIA 92614	
ATTORNEY DOCKET NUMBER:	WRAYA19.001APC/002APC	
NAME OF SUBMITTER:	MARIA VICTORIA STOUT	
SIGNATURE:	/Maria Victoria Stout/	
DATE SIGNED:	03/26/2014	
Total Attachments: 7		
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DEED OF ASSIGNMENT AGREEMENT

This Agreement is made this the day of March 1st 2009.

BETWEEN:

The Fraser Trust
18 Athol Street
Douglas
Isle of Man
IM1 1JA

"The Assignor"

AND

Braddell Limited
18 Athol Street
Douglas
Isle of Man
IM1 1JA

"The Assignee"

- A The Assignor is the owner of the Intellectual Property defined under part A of the schedule
- B The Assignor and the Assignee have entered into an Assignment Agreement whereby the Assignee has agreed to hold and manage the commercialization of the intellectual property defined under the schedule on behalf of the Assignor and the Assignor has agreed to assign the intellectual property to the Assignee
- C The Assignor agrees to assign the Intellectual Property defined under part A of the schedule to the Assignee on the terms and conditions herein contained

1 Interpretation

1.1 Definitions

These meanings apply unless the contrary intention appears:

Area means Worldwide

Government Agency means any governmental, semi-governmental, administrative, fiscal, judicial, or quasi-judicial body, department, commission, authority, tribunal, agency or entity.



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Governing Agreement means the Deed of Assignment between Stephen Mark West and The Fraser Trust, dated March 1, 2009

Intellectual Property includes but is not limited to trade marks, patents, copyrights, processes, know-how, registered designs or other rights, drawings, techniques, software, source and object codes

Patent Office means the body empowered to register patents in the Area

Patents means the registered patents set out in the schedule and the applications for patents set out in the schedule

Register of Patents means the register of patents maintained by the Patent Office

Sale Agreement means this agreement

Tax Invoice has the meaning it has in the Taxation system of the Isle of Man

Taxable Supply has the meaning it has in the Taxation System of the Isle of Man

1.2 General Interpretation

Unless the contrary intention appears, a reference in this agreement to:

- 1.2.1 A clause, annexure or schedule is a reference to a clause in or annexure or schedule to this;
- 1.2.2 A statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 1.2.3 law means common law, principals of equity, and laws made by parliament (and laws made by parliament include Municipal, County, Isle, State, District and Federal laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- 1.2.4 The singular includes the plural and vice versa;
- 1.2.5 The word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency;
- 1.2.6 A particular person includes a reference to the person's administrators, successors and substitutes (including, persons taking by novation) and assigns;
- 1.2.7 Pounds Stirling, Great British Pounds, £, GBP is a reference to the lawful currency of the United Kingdom; and
- 1.2.9 The words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not



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limit the meaning of words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Deed of Assignment.

2 Commencement Date

The commencement Date for this agreement is March 1, 2009.

3 Assignment

The Assignor, as a legal and beneficial owner assigns to the Assignee all its right, title and interest in the Intellectual Property as defined in the Schedule including all right, title and interest in respect of any Intellectual Property which may subsequently be obtained in respect of the inventions and matters the subject of the Intellectual Property in the Area that are defined under this license agreement, with effect from the signing hereof

4 Recording

The Assignee must apply at its cost to any Patent Office in the Area to have the assignment of each of the Patents recorded on the Register of Patents in the Area as deemed appropriate by the Assignee.

5 Considerations

5.1 Consideration

The Assignee agrees to pay the Assignor the amounts specified in Clause 10 ("Payment Schedule") for the rights assigned in Clause 3 ("Assignment")

5.2 Tax invoice

The party making a supply must provide a Tax Invoice to the party receiving the supply if it is a Taxable Supply

5.3 Value added tax

Provided that if any part of the Area any Value added tax or similar tax is payable on the consideration, then the Assignee shall pay in addition to the consideration that amount of tax to the Assignor or to the authority which has levied such tax. The Assignee hereby indemnifies the Assignor as to any claims demands and action made against the Assignor with respect to same.

5.4 Costs

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The parties agree to pay their own legal and other costs and expenses in connection with the preparation and signing of this Agreement and other related documentation

5.5 Stamp Duty

The Assignee shall pay all stamp duty (including fines and penalties) payable and assessed on this agreement, and levied on any other document required to effect the intent hereof.

6 Further assurances

The Assignor will execute documents and do things reasonably requested by the Assignee at the Assignee's cost to enable the Assignee to become registered as the owner of the Intellectual Property in the Area

7 Governing law

This agreement is governed by the law in force in the Isle of Man, the United Kingdom. Each party submits to the non-exclusive jurisdiction of the courts of the Isle of Man, the United Kingdom.

8 Counterparts

This agreement may consist of a number of copies, each signed by one or more parties to the agreement. The signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of the agreement

9 Payment Schedule

- 9.1 The Assignee shall remit payments as necessary to the Assignor in order to achieve compliance with respect to the Governing Agreement.

10 Default Notice

- 10.1 The Assignee shall be considered in default on the following basis:

- a) The Assignee fails to make one or more of the payments required under the above stated terms and conditions of payment.
- b) The Assignor or the Estate of the Assignor officially documents to the Assignee notice of non-payment by a specified date.

- 10.2 In the event of the Assignee defaulting in relation to the stated Payment Schedule under Clause 10, the Assignor reserves the right to enter into an alternate relationship with the Assignee regarding the payment of outstanding sums.

- 10.3 In the event an alternative payment arrangement regarding the payment of these funds cannot be reached, the Assignor reserves the right to pursue actions against the Assignee as per the laws of the jurisdiction nominated under Clause 8 of this agreement.

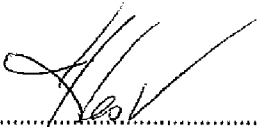


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Executed for and on behalf of
The Fraser Trust
18 Athol Street
Douglas
Isle of Man
IM1 1JA

By the following Authorised person:


.....
Authorized Person

DIANNE ELIZABETH WEST
Full Name

27A DUNSFOLD DVE.....
Usual Address
BRADDELL HEIGHTS ESTATE
SINGAPORE


.....
Witness

KATHERINE JASMINE WEST
Full Name

3/11 PARK AVENUE, CRAWLEY,
Usual Address WESTERN AUSTRALIA,
AUSTRALIA, 6009.

Executed for and on behalf of
Braddell Limited
18 Athol Street
Douglas
Isle of Man
IM1 1JA

By the following authorised persons


.....
Trustee

..... Steele Christian West
Full Name

..... 27A Dunsfold Drive, Singapore 359404
Usual Address


.....
Witness

..... STEPHAN WEST
Full Name

..... 27 A DUNSFOLD DRIVE
BRADDELL HEIGHTS ESTATE

.....
Usual Address SINGAPORE 359404

.....

Schedule

Technologies Acquired as per the Offer to Purchase

The Fraser Trust hereby extends the offer to Purchase to include all Turbine Generator, Energy Recovery Technologies and technologies relating to same including but not limited to matters relating to Patents and Patent Applications; PCT/AU2007/001510, 2007905470, 2008904125, 2008904090, 2008903737 and any other provision patent or patents relating to same whether in Australia or elsewhere.


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