

Form PTO-1595 (Rev. 06-12)
OMB No. 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

George Flenche and Exodus R&D Pty Ltd

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) Oct. 12, 2010 and July 25, 2011

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Exodus R&D International PTE. LTD.

Internal Address: 213 Henderson Road, 01-08
Henderson Industrial Park

Street Address: _____

City: _____

State: _____

Country: Singapore Zip: 159553

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

13/639,630

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: WEINER & BURT PC

Internal Address: POB 186

Street Address: _____

City: HARRISVILLE

State: MI Zip: 48740

Phone Number: 989-724-7410

Docket Number: MTA104A

Email Address: iw@wabpc.com

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 1.21(h) & 3.41) \$40

- ☐ Authorized to be charged to deposit account
☒ Enclosed — PTO-2038
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature: /imw/

Signature

4/7/2014

Date

Irving M. Weiner

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT

700514973

REEL: 032612 FRAME: 0834

OP \$40.00 13639630

Memorandum of Assignment

This Assignment is made on this 12th day of October in the year 2010.

Between George Flenche
of 5 Dyer Street, Elizabeth Downs, South Australia, 5113, Australia
"The Assignor"

and Exodus R & D Pty Ltd
of 44 Commercial Road, Salisbury, South Australia, 5108, Australia
"The Assignee"

Whereas:

The Assignor is the owner and registered proprietor of the Patent Applications and Letters Patents, particulars of which are set forth in the Schedule attached hereto.

Now this Assignment witnesseth that

That for the sum of one Australian Dollar (\$AU1.00) and other good and valuable consideration (receipt of which is hereby acknowledged), the Assignor hereby assigns and transfers and sets over to the Assignee all of our right title and interest in and to the Patent Application(s) listed on the Schedule attached hereto including the right to apply for any Patents in respect of the invention and any Letters Patent which may be granted thereon and the right to apply for Letters Patent in any countries of the world and to the invention therein, and we the said Assignee hereby accepts all of the right title and interest of the Assignor in and to the Patent Application(s) listed on the Schedule attached hereto including the right to apply for any Patents in respect of the invention and any Letters Patent which may be granted thereon and the right to apply for Letters Patent in any countries of the world and to the invention therein.

AND we the said Assignor hereby agree to testify and execute any papers for the Assignee, its successors, assignors and legal representatives, deemed essential by the Assignee to the Assignee's full protection and title in and to the invention(s) hereby transferred.

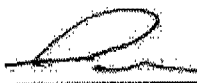
In Witness whereof the parties hereto have hereunto affixed their hand and seals on the day and year hereinafter mentioned.

Signed by the said Assignor
this 12 day of 10 2010 (10)

In the presence of

LEON TRENTU

Name of Witness


Signature

L Trentu

Witness' Signature

Signed by the said Assignee
this 12 day of 10 2010 (10)

In the presence of

LEON TRENTU

Name of Witness


Signature DAVID AUSTIN

L Trentu

Witness' Signature

DEED OF ASSIGNMENT

between

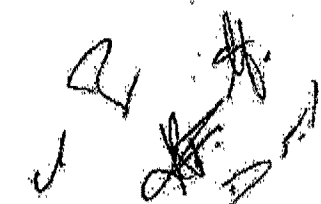
Exodus R&D Pty Ltd

(Assignor)

and

Exodus R&D International PTE LTD.

(Assignee)



PATENT

REEL: 032612 FRAME: 0836

DETAILS OF THE DEED**Date of the deed**

This deed is made on the 25th of JULY, 2011.

Parties to the deed

1 Exodus R&D Pty Ltd (ACN 132 090 281) of c/ 1/23 Prunus Avenue, Elizabeth Vale, South Australia 5112, Australia (the Assignor);

AND

2 Exodus R&D International PTE. LTD. of 213 Henderson Road, 01-08 Henderson Industrial Park, Singapore 159553 (the Assignee).

RECITALS

- A The Assignor has applied for certain patent applications (the Patents) in various countries.
- B The Assignor has agreed to assign to the Assignee all its rights, title and interests in and to the Patents, Inventions and Know-How, including the right to apply for or obtain corresponding rights for such Patents, Inventions and Know-how in any country.

The parties agree as follows:**1. INTERPRETATION**

In this deed the following definitions apply:

Know-how means all technical information, specifications, techniques, formulae, methods, processes, know-how, instructions, experience and expertise, manuals, plans, data, designs, drawings, diagrams, algorithms, software, documents, materials and/or information, in whatever form or medium, containing, describing or relating to the Inventions and Patents, including without any limitation the documents listed in Schedule 2.

Inventions mean all inventions that are the subject of the Patents.

Patents mean the patents and patent applications set out in Schedule 1.

2. ASSIGNMENT AND CONSIDERATION

2.1 Subject to Clause 2.2, the Assignor hereby assigns to the Assignee as of the date of this deed:

- (a) the benefit of the Patents, Inventions and Know-How and all rights, title and interests arising from them;
- (b) all corresponding rights obtainable in any country in respect of the Patents, Inventions and Know-How; and
- (c) all rights, powers, liberties, and associated immunities.

2.2 In consideration for the rights under this Agreement (including the rights assigned under Clause 2.1 and the transfer of Know-How under Clause 3), Assignee will pay Assignor the sum of AUD (GST exclusive) to be paid upon signing of this deed.

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3 TRANSFER OF KNOW-HOW

Assignor shall forthwith, and no later than 60 days of the date of this deed, deliver, divulge, transfer, disclose, impart or otherwise communicate to Assignee all now-How in whatever form or medium in its possession, and all copies thereof. In addition, the Assignor and its directors will be available for consultation on the Patents and Know-how as and when required by Assignee, without additional costs to the Assignee. Any breach of this Clause 3 shall constitute a material breach of this deed, and shall entitle Assignee to terminate this deed and recover all sums and amounts paid to Assignee under or in connection with Clause 2.2 of this Agreement.

4 FURTHER ACTION

The Assignor must at their expense do all acts and execute all documents necessary to transfer to the Assignee title to the Patents, Inventions and Know-How. In the event of default the Assignor appoints the Assignee as the Assignor's attorney for such purpose.

5 COSTS

All fees, costs and expenses incurred by the Assignor in connection with enabling the Assignee to be registered as the sole owner of the Patents are to be borne and paid by the Assignor.

6 GST

- 6.1 In this section, all terms have the meaning given to them by the:
- (a) A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
 - (b) A New Tax System (Goods and Services Tax) Regulations 1999 (Cth);
- as amended from time to time and all material published by the Australian Taxation Office (ATO).
- 6.2 The parties agree that all amounts payable under this deed are exclusive of GST.
- 6.3 In any Taxable Supply under this deed, if applicable, the Assignee must, subject to the Assignor providing the Recipient with a Tax Invoice, pay to the Assignor an additional amount on account of the GST payable in respect of the Taxable Supply within fourteen (14) days of receiving that Tax Invoice.
- 6.4 If the amount of GST liability of the Assignor under this deed differs from the amount of GST paid by the Assignor, because of the occurrence of an Adjustment Event, then the Assignor must issue an Adjustment Note to the Assignee within seven (7) days of the Adjustment Event. The amount of GST paid by the Assignee will be adjusted accordingly by a further payment by the Assignee to the Assignor, or by the Assignor to the Assignee, as the case requires, within seven (7) days of the Assignor issuing that Adjustment Note to the Assignee.
- 6.5 If any penalty, interest, or additional tax (Extra Liability) is imposed in relation to the GST payable under this lease by a party (Paying Party) as a result of the other party's default (Defaulting Party) under this deed, the Defaulting Party must pay to the Paying Party the amount of any such Extra Liability within fourteen (14) days after the Paying Party provides the Defaulting Party with proof of the Extra Liability. A notice from the ATO will be sufficient proof of the Extra Liability.

Handwritten signatures and initials, including a large 'G' and 'A' and a signature that appears to be 'J. D. F.'.

PATENT

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7 WARRANTY AND INDEMNITY

7.1 The Assignor warrants to the Assignee that:

- (a) neither the execution of this deed nor the performance by the Assignor of its obligations will cause the Assignor to be in breach of any agreement to which an Assignor is a party or is subject;
- (b) each of the Patents is presently subsisting, and the particulars of each as set out in Schedule 1 are true and correct;
- (c) the Assignor has full right and title to their respective Patents, Inventions and Know-How, and each is entitled to sell, transfer and assign the Patents, Inventions and Know-How to the Assignee as contemplated under this Deed, free from encumbrances and any claims including claims by licensees, users or other third parties;
- (d) the Assignor was entitled to make all patent applications which it has made and none of the Inventions, to the best knowledge of the Assignor, were at the time part of the prior art in the field or fields to which they relate;
- (e) all such patent applications have been made in the prescribed form and the prescribed manner;
- (f) the Assignee will have and enjoy quiet possession of the Patents, Inventions and Know-How, uninterrupted by the Assignor or any person claiming under the Assignor;
- (g) to the best of the knowledge of the Assignor, their respective Patents, Inventions and Know-How do not utilise or infringe any patent, registered design, trade mark, copyright, trade secret or other intellectual or industrial property right of any third party or give rise to any liability to pay royalty or other compensation; and
- (h) no right has been granted to any person to do anything which would or might otherwise infringe or prejudice any of the Patents, Inventions or Know-How.

7.2 The Assignor indemnifies the Assignee against any losses, costs, actions, claims, demands, expenses, judgments, court orders or other liabilities arising directly or indirectly out of or in connection with any breach by the Assignor of any of the representations, warranties or undertakings contained in Clause 7.1.

8 CONFIDENTIALITY

8.1 The Assignor agrees to keep secret and confidential the Inventions and Know-How and all information relating thereto (collectively **Proprietary Information**), to respect the Assignee's proprietary rights therein, and shall not use or disclose any **Proprietary Information** to any third party.

8.2 The foregoing obligations of Clause 8.1 above shall not apply to any part of the **Proprietary Information** which is or becomes generally available to the public through no act or default of the Assignor or their agents or employees.

9 ENTIRE AGREEMENT

This deed records the entire agreement between the parties and replaces all representations, warranties or proposals not embodied in this deed.

PATENT

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10 APPLICABLE LAW

This deed is governed by the law of Singapore and the parties submit to the non-exclusive jurisdiction of the Singapore courts.

11 AMENDMENTS

This deed may not be varied except in writing signed by all of the parties.

12 SEVERABILITY

If any provision of this deed is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

13 CHARGES


13.1 All stamp duties and governmental charges arising out of or incidental to this agreement are the responsibility of and payable by the Assignor.

14 EXECUTION

EXECUTED AS A DEED on the 25th of JULY, 2011.

SIGNED SEALED AND DELIVERED AND


EXECUTED as a deed in accordance with
section 127 of the Corporations Act 2001 by
Exodus R&D Pty Ltd


Signature of Director

KARIN FLENCHÉ
Name (please print)
SIGNATURE OF DIRECTOR

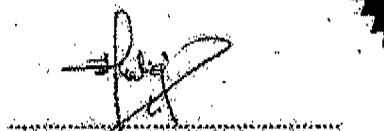

GEORGE FLENCHÉ

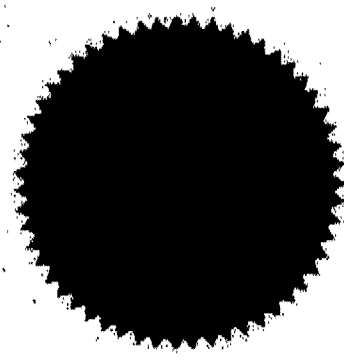
THE COMMON SEAL OF
Exodus R&D International PTE. LTD.
was affixed to this deed in the presence
of:


Signature of Director
JENNIFER YEO-TAN
Name (please print)


Signature of Director/
Company Secretary

DAVID AUSTIN
Name (please print)


Signature of Company Secretary
HOD-HUI LING
Name (please print)



PATENT

REEL: 032612 FRAME: 0840

SCHEDULE 1

DETAILS OF PATENTS [AND/OR PATENT APPLICATIONS]

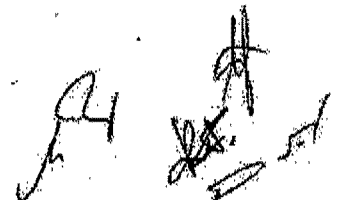
Country	Patent Application Number	Filing Date	Title	Applicant
Patent Cooperation Treaty	International Application No. PCT/AU2009/000468	16/04/2009	An improved Combustion Engine	Exodus R&D Pty Ltd
Patent Cooperation Treaty	International Application No. PCT/AU2010/001515	12/11/2010	Fluid Compressor or Pump Apparatus	Exodus R&D Pty Ltd
Patent Cooperation Treaty	International Application No. PCT/AU2010/001518	12/11/2010	Improved Fluid compressor and/or pump arrangement	Exodus R&D Pty Ltd
Patent Cooperation Treaty	International Application No. PCT/AU2011/000193	23/02/2011	An arrangement for converting the output of a motor to a variable, oscillatable drive of a shaft for a pump and/or compressor and/or other devices etc	Exodus R&D Pty Ltd
Patent Cooperation Treaty	International Application No. PCT/AU2011/000291	15/03/2011	A twin rotor pump, motor and/or drive assembly	Exodus R&D Pty Ltd
Patent Cooperation Treaty	International Application No. PCT/AU2011/000398	07/04/2011	Improved Combustion Engine	Exodus R&D Pty Ltd
Australia	Patent Application No. 2009 901458	06/04/2009	Improved Combustion Engine	Exodus R&D Pty Ltd
Australia	Patent Application No. 2009238213 (National Phase of PCT/AU2009/000468)	16/04/2009	An improved Combustion Engine	Exodus R&D Pty Ltd
Australia	Patent Application No. 2010900732	23/02/2010	An arrangement for converting the output of a motor to variable oscillatable drive of a shaft for a pump and/or compressor and/or other devices etc	Exodus R&D Pty Ltd
Australia	Patent Application No. 2010901045	15/03/2010	A twin rotor pump, motor and/or drive	Exodus R&D Pty Ltd

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PATENT

REEL: 032612 FRAME: 0841

			assembly	
Australia	Patent Application No. 2010901451	07/04/2010	Improved combustion engine	Exodus R&D Pty Ltd



SCHEDULE 2
LIST OF KNOW-HOW

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6.

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PATENT COOPERATION TREATY

PCT/AU2011/000398

From the INTERNATIONAL BUREAU

PCTNOTIFICATION OF THE RECORDING
OF A CHANGE(PCT Rule 92bis.1 and
Administrative Instructions, Section 422)

To:

LESICAR PERRIN
58 Rundle Street
Kent Town, SA 5067
AUSTRALIE

Date of mailing (day/month/year) 08 November 2011 (08.11.2011)	IMPORTANT NOTIFICATION
Applicant's or agent's file reference 15814PCT	
International application No. PCT/AU2011/000398	International filing date (day/month/year) 07 April 2011 (07.04.2011)

1. The following indications appeared on record concerning:		
<input checked="" type="checkbox"/> the applicant	<input type="checkbox"/> the inventor	<input type="checkbox"/> the agent
<input type="checkbox"/> the common representative		
Name and Address EXODUS R & D PTY LTD Mark Mudri & Associates Level 5117 King William Street Adelaide, South Australia 5000 Australia	State of Nationality AU	State of Residence AU
Telephone No.		
Facsimile No.		
E-mail address		
2. The International Bureau hereby notifies the applicant that the following change has been recorded concerning:		
<input checked="" type="checkbox"/> the person	<input type="checkbox"/> the name	<input type="checkbox"/> the address
<input type="checkbox"/> the nationality		
<input type="checkbox"/> the residence		
Name and Address EXODUS R & D INTERNATIONAL PTE LTD 213 Henderson Road 01-08 Henderson Industrial Park Singapore 159553 Singapore	State of Nationality	State of Residence
Telephone No.		
Facsimile No.		
E-mail address <input type="checkbox"/> Notifications by e-mail authorized		
3. Further observations, if necessary:		
4. A copy of this notification has been sent to:		
<input checked="" type="checkbox"/> the receiving Office	<input type="checkbox"/> the International Preliminary Examining Authority	
<input type="checkbox"/> the International Searching Authority	<input checked="" type="checkbox"/> the designated Offices concerned	
<input type="checkbox"/> the Authority(ies) specified for supplementary search	<input type="checkbox"/> the elected Offices concerned	
	<input type="checkbox"/> other:	

The International Bureau of WIPO 34, chemin des Colombettes 1211 Geneva 20, Switzerland	Authorized officer Doherty Fiona
Facsimile No. +41 22 338 89 95	e-mail pt04.pct@wipo.int
	Telephone No. +41 22 338 74 04

Form PCT/IB/306 (January 2009)

PATENT

1/TA49E7QHYN7Y50

RECORDED: 04/07/2014

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