

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2805701

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ANTE GUINA	07/05/2011
JOHN KELLS	07/05/2011
ING. KURT LABES	07/05/2011
STUART GALT	07/05/2011
JOHANNES S. DE BEER	07/05/2011
DAVID B. T. SERCOMBE	07/05/2011
RENE FUGER	04/04/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GUINA RESEARCH & DEVELOPMENT PTY LIMITED
<b>Street Address:</b>	C/-MANDELSON & ASSOCIATES
<b>Internal Address:</b>	93 GOULBURN STREET
<b>City:</b>	CROOKWELL, NEW SOUTH WALES
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	2583
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14081003
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(415)268-7522
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	415/268-6000
<b>Email:</b>	lolsen@mofo.com
<b>Correspondent Name:</b>	BRIAN B. HO
<b>Address Line 1:</b>	MORRISON & FOERSTER LLP
<b>Address Line 2:</b>	425 MARKET STREET
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94105-2482
<b>ATTORNEY DOCKET NUMBER:</b>	71762-20001.00
<b>NAME OF SUBMITTER:</b>	BRIAN B. HO
<b>SIGNATURE:</b>	/Brian B. Ho/

PATENT

DATE SIGNED:	04/08/2014
<b>Total Attachments: 10</b> source=71762-20001.00 Assignment from Inventors to GUINA RESEARCH & DEVELOPMENT PTY LIMITED#page1.tif source=71762-20001.00 Assignment from Inventors to GUINA RESEARCH & DEVELOPMENT PTY LIMITED#page2.tif source=71762-20001.00 Assignment from Inventors to GUINA RESEARCH & DEVELOPMENT PTY LIMITED#page3.tif source=71762-20001.00 Assignment from Inventors to GUINA RESEARCH & DEVELOPMENT PTY LIMITED#page4.tif source=71762-20001.00 Assignment from Inventors to GUINA RESEARCH & DEVELOPMENT PTY LIMITED#page5.tif source=71762-20001.00 Assignment from Inventors to GUINA RESEARCH & DEVELOPMENT PTY LIMITED#page6.tif source=71762-20001.00 Assignment from Inventors to GUINA RESEARCH & DEVELOPMENT PTY LIMITED#page7.tif source=71762-20001.00 Assignment from Inventors to GUINA RESEARCH & DEVELOPMENT PTY LIMITED#page8.tif source=71762-20001.00 Assignment from Inventors to GUINA RESEARCH & DEVELOPMENT PTY LIMITED#page9.tif source=71762-20001.00 Assignment from Inventors to GUINA RESEARCH & DEVELOPMENT PTY LIMITED#page10.tif	

THIS AGREEMENT is made on the 5<sup>th</sup> day of July, 2011

Between:

(1) ANTE GUINA  
c/- of level 19, 50 Cavill Avenue,  
Surfers Paradise, Queensland 4217, Australia

JOHN KELLS  
c/- of level 19, 50 Cavill Avenue,  
Surfers Paradise, Queensland 4217, Australia

ING. KURT LABES  
c/- of level 19, 50 Cavill Avenue,  
Surfers Paradise, Queensland 4217, Australia

STUART GALT  
c/- of level 19, 50 Cavill Avenue,  
Surfers Paradise, Queensland 4217, Australia

JOHANNES S. DE BEER  
c/- of level 19, 50 Cavill Avenue,  
Surfers Paradise, Queensland 4217, Australia

DAVID B. T. SERCOMBE  
c/- of level 19, 50 Cavill Avenue,  
Surfers Paradise, Queensland 4217, Australia

(the Assignors);

and

(2) GUINA RESEARCH & DEVELOPMENT PTY LIMITED (ACN 135 241 824), having its registered office at c/- Mandelson & Associates, 93 Goulburn Street, Crookwell, New South Wales, Australia, 2583 (the Assignee).

#### BACKGROUND

- (A) The Assignors are the inventors in respect of the invention set out in the provisional application in the form attached as Schedule 1 (the **Invention**)
- (B) The Assignors have agreed to assign all their rights, title and interest to the invention to the afore-mentioned Assignee and the Assignee desires to take assignment of all the rights, title and interest of the Assignors in and to the invention.

#### AGREED TERMS:

- 1. Assignment

In consideration of the good and valuable consideration provided by the Assignee pursuant to the Research Services Agreement and the sum of AUD 1 (One Australian Dollar), the receipt and sufficiency of which is hereby acknowledged, the Assignor HEREBY CONFIRMS THAT IT HAS AGREED TO TRANSFER AND ASSIGN AND HEREBY TRANSFERS AND ASSIGNS to the Assignee for the benefit of its successors and assigns, all beneficial and legal rights, title, and interests in and to the following (together referred to as the **Project IP**):

- 1.1 the technology directed towards improvements methods, apparatus and systems for a Low Speed Electromagnetic Turbine (**Technology**) and the invention set out in the provisional application in the form attached as Schedule 1 (**Invention**) throughout the world and any Improvements in relation to the same, TOGETHER with the right to apply for patent and other industrial and intellectual property rights relating to the Invention in the name of the Assignee, or its nominee in any country of the world. For the purposes of this Agreement, "Improvements" shall mean any invention, whether a process of working, device, machine or discovery, relation to the art of the Invention.
- 1.2 the right to apply for, prosecute and obtain patent and other industrial and intellectual property rights relating to the Technology and/or the Invention in the name of the Assignee, or its nominee in any country of the world;
- 1.3 all patent applications, including any divisional, continuation, utility model, Patent Cooperation Treaty (**PCT**) national or regional phase patent applications, or other application for protection based on the Technology and/or the Invention, AND any patents granted thereon, TOGETHER with the right to claim priority from any patent applications in connection with any subsequently filed applications for patents, utility models or other forms of industrial and intellectual property rights relating to the Technology and/or the Invention in any country of the world; and
- 1.4 all copyright, unregistered design rights, trademarks, trade secrets and rights of a similar nature relating to any models, prototypes, plans, designs, drawings, sketches, computer programs or systems or other documents, whether completed or not; relating to the Technology and/or the Invention (**Design Material**); and
- 1.5 the right to sue for, and to recover any damages and other remedies in respect of, any infringement of any patents granted thereon, which occurred or commenced prior to the date of this Agreement; and
- 1.6 all causes of action which may have accrued to the Assignor anywhere in the world in relation to any infringement of any of the rights assigned.

2. Further Assurance

The Assignor hereby undertake to, and to procure and execute all such documents and give all such assistance as may be necessary or reasonably appropriate for the carrying out of this Agreement or to secure the vesting in the Assignee of the rights agreed to be assigned hereunder at the request of the Assignee, and to assist the Assignee to enforce the rights assigned hereunder against any third party.

3. Warranties and Disclaimers

The Assignors warrants, represents and undertakes that:

- 3.1 They are the inventors and creators of the Technology, Invention and Design Material and that it has full and complete rights to assign and transfer the Technology, Invention and Design Material, and that, to the best of its knowledge and belief, the Technology, Invention and Design Material do not infringe on and are not subject to any other proprietary rights of any third party;
- 3.2 if there is a claim in respect of any rights, title, or ownership in the technology and/or Design Material made by a third party, the Assignor agrees to do all things necessary (including but not limited to signing all lawful papers, testifying in any legal proceedings, making all lawful oaths to assist the Assignee, its successors and assigns) to enforce the rights assigned against any third party; and
- 3.3 it is not currently a party to any agreement or understanding, oral or written, which would, in any manner, be inconsistent with this Assignment, and it shall not enter into any agreement or understanding, oral or written, directly or indirectly engage in any activity which would, in any manner, be inconsistent with the provisions of this Assignment.

4. Duration of obligations

The obligations on the Assignor under Clauses 2 and 3 shall continue in force without limit of time.

5. Governing Law and Jurisdiction

This Agreement is governed by the laws of Australia and the parties submit to the non-exclusive jurisdiction of the courts of Australia.

6. Execution in Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart. Signatures may be exchanged by facsimile, with original signatures to follow. Each Party

agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signature of the other Parties.

IN WITNESS of which this Agreement has been executed and delivered the date and year first above written:

Signed, sealed and delivered by )  
ANTE GUINA in the presence of: )

  
ANTE GUINA



Name: Regan Gortley.  
Title: Reg Pat Attorney.

Signed, sealed and delivered by )  
JOHN KELLS in the presence of: )

  
JOHN KELLS



Name: Regan Gortley.  
Title: Reg Pat Attorney.

Signed, sealed and delivered by )  
ING. KURT LABES in the )  
presence of: )

  
ING. KURT LABES



Name: Regan Gortley.  
Title: Reg Pat Attorney.

Signed, sealed and delivered by )  
STUART GALT in the presence of: )


  
STUART GALT



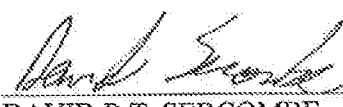
Name: Regan Gortley.  
Title: Reg Pat Attorney.


Signed, sealed and delivered by )  
**JOHANNES S. DE BEER** in the )  
presence of: )

  
JOHANNES S. DE BEER

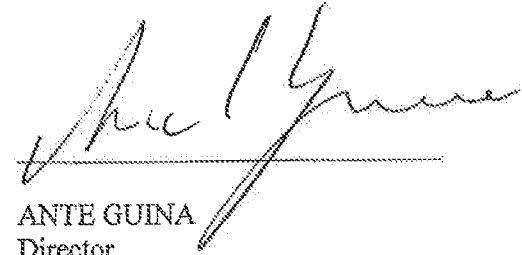
  
Name: *Regan Gourlay*  
Title: *Reg Pat Attorney*

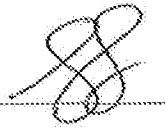
Signed, sealed and delivered by )  
**DAVID B.T. SERCOMBE** in the )  
presence of: )

  
DAVID B.T. SERCOMBE


  
Name: *Regan Gourlay*  
Title: *Reg Pat Attorney*


Signed by / for an on behalf of )  
**GUINA RESEARCH &** )  
**DEVELOPMENT PTY LIMITED** )  
in the presence of: )

  
ANTE GUINA  
Director

  
Name: *Regan Gourlay*  
Title: *Reg Pat Attorney*

in the presence of: )

  
FULNATHAN  
Director / Secretary

  
Name: *Regan Gourlay*  
Title: *Reg Pat Attorney*



THIS AGREEMENT is made on the 4th day of April 2012

Between:

- (1) **RENE FUGER**  
c/- of level 19, 50 Cavill Avenue,  
Surfers Paradise, Queensland 4217, Australia

(the **Assignor**);

and

- (2) **GUINA RESEARCH & DEVELOPMENT PTY LIMITED** (ACN 135 241 824), having its registered office at c/- Mandelson & Associates, 93 Goulburn Street, Crookwell, New South Wales, Australia, 2583 (the **Assignee**).

#### BACKGROUND

- (A) The Assignor are the inventors in respect of the invention set out in the provisional application in the form attached as Schedule 1 (the **Invention**)
- (B) The Assignor have agreed to assign all their rights, title and interest to the invention to the afore-mentioned Assignee and the Assignee desires to take assignment of all the rights, title and interest of the Assignor in and to the invention.

#### AGREED TERMS:

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- 1.1 the technology directed towards improvements methods, apparatus and systems for a Low Speed Electromagnetic Turbine (**Technology**) and the invention set out in the provisional application in the form attached as Schedule 1 (**Invention**) throughout the world and any Improvements in relation to the same, TOGETHER with the right to apply for patent and other industrial and intellectual property rights relating to the Invention in the name of the Assignee, or its nominee in any country of the world. For the purposes of this Agreement, "Improvements" shall mean any invention, whether a process of working, device, machine or discovery, relation to the art of the Invention.

- 1.2 the right to apply for, prosecute and obtain patent and other industrial and intellectual property rights relating to the Technology and/or the Invention in the name of the Assignee, or its nominee in any country of the world;
- 1.3 all patent applications, including any divisional, continuation, utility model, Patent Cooperation Treaty (PCT) national or regional phase patent applications, or other application for protection based on the Technology and/or the Invention, AND any patents granted thereon, TOGETHER with the right to claim priority from any patent applications in connection with any subsequently filed applications for patents, utility models or other forms of industrial and intellectual property rights relating to the Technology and/or the Invention in any country of the world; and
- 1.4 all copyright, unregistered design rights, trademarks, trade secrets and rights of a similar nature relating to any models, prototypes, plans, designs, drawings, sketches, computer programs or systems or other documents, whether completed or not; relating to the Technology and/or the Invention (**Design Material**); and
- 1.5 the right to sue for, and to recover any damages and other remedies in respect of, any infringement of any patents granted thereon, which occurred or commenced prior to the date of this Agreement; and
- 1.6 all causes of action which may have accrued to the Assignor anywhere in the world in relation to any infringement of any of the rights assigned.

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The Assignor hereby undertake to, and to procure and execute all such documents and give all such assistance as may be necessary or reasonably appropriate for the carrying out of this Agreement or to secure the vesting in the Assignee of the rights agreed to be assigned hereunder at the request of the Assignee, and to assist the Assignee to enforce the rights assigned hereunder against any third party.

## 3. Warranties and Disclaimers

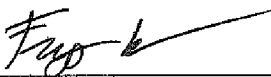
The Assignor warrants, represents and undertakes that:

- 3.1 They are the inventors and creators of the Technology, Invention and Design Material and that it has full and complete rights to assign and transfer the Technology, Invention and Design Material, and that, to the best of its knowledge and belief, the Technology, Invention and Design Material do not infringe on and are not subject to any other proprietary rights of any third party;

- 3.2 if there is a claim in respect of any rights, title, or ownership in the technology and/or Design Material made by a third party, the Assignor agrees to do all things necessary (including but not limited to signing all lawful papers, testifying in any legal proceedings, making all lawful oaths to assist the Assignee, its successors and assigns) to enforce the rights assigned against any third party; and
- 3.3 it is not currently a party to any agreement or understanding, oral or written, which would, in any manner, be inconsistent with this Assignment, and it shall not enter into any agreement or understanding, oral or written, directly or indirectly engage in any activity which would, in any manner, be inconsistent with the provisions of this Assignment.
4. Duration of obligations
- The obligations on the Assignor under Clauses 2 and 3 shall continue in force without limit of time.
5. Governing Law and Jurisdiction
- This Agreement is governed by the laws of Australia and the parties submit to the non-exclusive jurisdiction of the courts of Australia.
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- This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart. Signatures may be exchanged by facsimile, with original signatures to follow. Each Party agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signature of the other Parties.

IN WITNESS of which this Agreement has been executed and delivered the date and year first above written:

Signed, sealed and delivered by )  
RENE FUGER in the presence of: )

  
\_\_\_\_\_

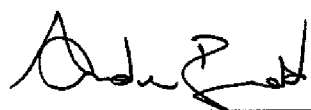
  
\_\_\_\_\_

Name: REUVEN GORBHEY  
Title: Registered Patent  
Attorney.

Signed by / for an on behalf of )  
GUINA RESEARCH & )  
DEVELOPMENT PTY LIMITED )  
in the presence of: )


  
\_\_\_\_\_

ANTE GUINA  
Director

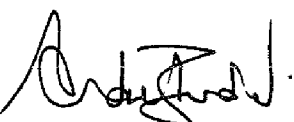
  
\_\_\_\_\_

Name: Andrew Murray Budd  
Title: Solicitor

in the presence of: )

  
\_\_\_\_\_

TULL NATHAN  
Director / Secretary

  
\_\_\_\_\_

Name: Andrew Murray Budd  
Title: Solicitor