

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2844525

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SILANNA SEMICONDUCTOR PTY LTD	02/08/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	THE SILANNA GROUP PTY LTD
<b>Street Address:</b>	37 BRANDL STREET
<b>City:</b>	EIGHT MILE PLAINS, QUEENSLAND
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	4113
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14356393
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)320-7701
<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>	650-320-7700
<b>Email:</b>	mmoreno@nixonpeabody.com
<b>Correspondent Name:</b>	NIXON PEABODY LLP
<b>Address Line 1:</b>	P.O. BOX 60610
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306
<b>ATTORNEY DOCKET NUMBER:</b>	743414-003000
<b>NAME OF SUBMITTER:</b>	JOSEPH BACH
<b>SIGNATURE:</b>	/Joseph Bach/
<b>DATE SIGNED:</b>	05/06/2014
<b>Total Attachments: 7</b>	
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PATENT

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REEL: 032834 FRAME: 0484



DAVIES COLLISON CAVE

**BETWEEN**

**ANDREW JOHN BRAWLEY**

**AND**

**PETAR BRANKO ATANACKOVIC**

**AND**

**SILANNA SEMICONDUCTOR PTY LTD**

**AND**

**THE SILANNA GROUP PTY LTD**

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**DEED OF ACKNOWLEDGEMENT AND ASSIGNMENT**

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DAVIES COLLISON CAVE  
Patent & Trade Mark Attorneys  
1 Nicholson Street  
Melbourne Victoria 3000  
Australia  
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## DEED OF ACKNOWLEDGEMENT AND ASSIGNMENT

**BETWEEN:**    **ANDREW JOHN BRAWLEY** of 9 Kintyre Street, Cecil Hills, New South Wales 2171, Australia (**Brawley**)

**AND:**            **PETAR BRANKO ATANACKOVIC** of 93 Esplanade, Henley Beach, South Australia 5022, Australia (**Atanackovic**)

**AND:**            **SILANNA SEMICONDUCTOR PTY LTD** (formerly Sapphicon Semiconductor Pty Ltd) ACN 072 373 730 of 8 Herb Elliot Avenue, Homebush Bay, New South Wales 2127, Australia (**the Employer**)

**AND:**            **THE SILANNA GROUP PTY LTD** ACN 117 826 105 of 7 Brandl Street, Eight Mile Plains, Queensland 4113, Australia (**the Assignee**)

### WHEREAS:

- A.    Brawley and Atanackovic are employees of the Employer. At the time the Invention was made, Brawley was both an employee and a director of the Employer.
- B.    Brawley and Atanackovic, in the ordinary course of their employment with the Employer, contributed to the invention or inventions (**Invention**) described or claimed (or both) in US Provisional Patent Application No. 61/556,121, filed on 4 November 2011, entitled "Method of producing a silicon-on-insulator article" (**Application**).
- C.    Brawley and Atanackovic wish to:
  - i) acknowledge and confirm that their contribution to the Invention was made in the ordinary course of their employment with the Employer and, consequently, the Employer is entitled to be assigned all their right, title and interest in and to the Invention and in and to the Application; and

ii) assign to the Employer, and the Employer wishes to acquire from Brawley and Atanackovic, any and all right, title and interest in and to the Invention and in and to the Application which they may have, according to the terms of this Deed.

D. The Employer wishes to assign to the Assignee, and the Assignee wishes to acquire from the Employer, all its right, title and interest in and to the Invention and in and to the Application (including those assigned to it by Brawley and Atanackovic) according to the terms of this Deed.

**NOW THIS DEED WITNESSES** as follows:

**1. INTERPRETATION**

In this Deed, where the context requires or admits:

- (a) a reference to a patent includes, without limitation, patents for inventions, innovation patents, petty patents, design patents, registered designs, utility models and inventor's certificates; and
- (b) a reference to an application includes, without limitation, continuation applications (including continuations in part), divisional applications, reissue applications, extension applications and renewal applications.

**2. BRAWLEY AND ATANACKOVIC ACKNOWLEDGEMENT AND ASSIGNMENT**

- 2.1 Each of Brawley and Atanackovic hereby acknowledges and confirms that his contribution to the Invention was made in his capacity as an employee of the Employer and in the ordinary course of his duties of employment with the Employer.
- 2.2 Each of Brawley and Atanackovic hereby assigns all his right, title and interest in and to the Invention and in and to the Application whatsoever and wheresoever subsisting or capable of being acquired throughout the world ("**Inventor's Rights**"), including:

- (a) all forms of legal protection (including patents), whether granted, applied for, or otherwise subsisting, anywhere in the world in respect of the Invention; and
- (b) the rights, whether presently existing or arising at any time in the future, to apply for and obtain patents or any other form of legal protection anywhere in the world in respect of the Invention, specifically including the rights to:
  - (i) file applications for patents in respect of the Invention; and
  - (ii) claim priority based on any application for a patent (including the Application) in respect of the Invention,

to the Employer absolutely.

### **3. ASSIGNMENT TO THE ASSIGNEE**

- 3.1 The Employer hereby assigns to the Assignee absolutely the Inventor's Rights assigned to it by virtue of clause 2.2, and any other rights it may have in and to the Invention and in and to the Application.
- 3.2 To the extent that, as at the date of this Deed, either Brawley or Atanackovic holds any right, title or interest in and to the Invention or in and to the Application in his own right, and for the further assurance of the vesting in the Assignee absolutely all right, title and interest in and to the Invention and in and to the Application, each of Brawley and Atanackovic hereby assigns to the Assignee absolutely any rights which he may now have in and to the Invention, and in and to the Application.

### **4. FURTHER ASSURANCES**

- 4.1 Each of Brawley, Atanackovic and the Employer will, at the Assignee's request:
  - (a) communicate to the Assignee all facts known to him or it regarding the Invention;

- (b) co-operate to the best of his or its ability with the Assignee to secure for the Assignee the full benefit of the rights assigned by this Deed; and
- (c) do all such further things and execute all such further documents as the Assignee may from time to time reasonably require in order to obtain, confirm, record, maintain, exercise or enforce the rights assigned by this Deed.

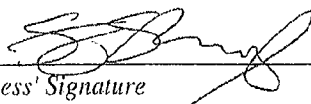
4.2 Without in any way limiting clause 4.1, each of Brawley, Atanackovic and the Employer hereby irrevocably grants to the Assignee power of attorney, including the power and the right to do all such further things and to execute all such further documents on behalf of him or it as the Assignee may from time to time require to obtain, confirm, record, maintain, exercise or enforce the rights assigned by this Deed, such power of attorney being exercisable by the Assignee through one or more of its authorised officers.

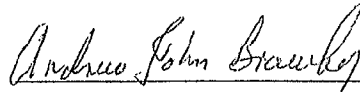
## 5. GENERAL

- 5.1 Any provision of this Deed which is or becomes prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective and severed to the extent thereof without invalidating any other provision of this Deed, and any such prohibition or unenforceability shall not invalidate such provision in any other jurisdiction.
- 5.2 This Agreement may be executed in any number of counterparts (including by electronic communication) and those counterparts taken together are one agreement.
- 5.3 References to a party to this Deed include references to its successors, permitted assigns, executors and administrators.
- 5.4 This Deed takes effect under, is governed by, and shall be construed according to the laws of the State of Victoria, Australia.

EXECUTED AS A DEED

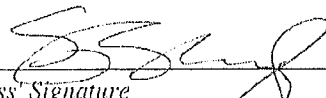
SIGNED, SEALED and DELIVERED by the said )  
ANDREW JOHN BRAWLEY )  
in the presence of: )

 25<sup>th</sup> July 2012  
\_\_\_\_\_  
Witness' Signature (date)

  
\_\_\_\_\_  
ANDREW JOHN BRAWLEY

SARAH SHARP  
\_\_\_\_\_  
Witness' Name (Please Print)

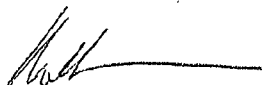
SIGNED, SEALED and DELIVERED by the said )  
PETAR BRANKO ATANACKOVIC )  
in the presence of: )

 25<sup>th</sup> July 2012  
\_\_\_\_\_  
Witness' Signature (date)


  
\_\_\_\_\_  
PETAR BRANKO ATANACKOVIC

SARAH SHARP  
\_\_\_\_\_  
Witness' Name (Please Print)

EXECUTED for and on behalf of SILANNA )  
SEMICONDUCTOR PTY LTD (ACN 072 373 )  
730) in accordance with section 127 of the )  
Corporations Act 2001 (Cth): )

  
\_\_\_\_\_  
Signature of Director (date)

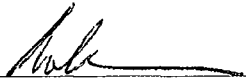
ROBERT LOBBAN  
\_\_\_\_\_  
Name of Director

 28.8.12  
\_\_\_\_\_  
Signature of Director/Secretary\* (date)

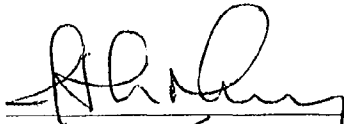
JONATHAN MURRAY  
\_\_\_\_\_  
Name of Director/Secretary\*

\*strikeout which ever does not apply

EXECUTED for and on behalf of THE )  
SILANNA GROUP PTY LTD (ACN 117 826 )  
105) in accordance with section 127 of the )  
Corporations Act 2001 (Cth): )

  
\_\_\_\_\_  
Signature of Director (date)

ROBERT LOBBAN  
\_\_\_\_\_  
Name of Director

  
\_\_\_\_\_  
Signature of Director/Secretary\* (date) 2.8.12

JONATHAN NIERAY  
\_\_\_\_\_  
Name of Director/Secretary\*

\*strikeout which ever does not apply