

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2952513

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SEAFOOD INNOVATIONS PTY LTD	07/26/2013
SEAFOOD INNOVATIONS INTERNATIONAL GROUP PTY LTD	07/26/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NORDISCHER MASCHINENBAU RUD. BAADER GMBH + CO. KG
<b>Street Address:</b>	POSTFACH 1102
<b>City:</b>	LUBECK
<b>State/Country:</b>	GERMANY
<b>Postal Code:</b>	D 23501
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7220177
<b>Patent Number:</b>	7575507
<b>Patent Number:</b>	7575508
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	248-358-4400
<b>Email:</b>	svachon@brookskushman.com
<b>Correspondent Name:</b>	BROOKS KUSHMAN P.C.
<b>Address Line 1:</b>	1000 TOWN CENTER, 22ND FLOOR
<b>Address Line 4:</b>	SOUTHFIELD, MICHIGAN 48075
<b>ATTORNEY DOCKET NUMBER:</b>	SEAF0101PUSA
<b>NAME OF SUBMITTER:</b>	JOHN E. NEMAZI
<b>SIGNATURE:</b>	/John E. Nemazi/
<b>DATE SIGNED:</b>	07/23/2014
<b>Total Attachments: 18</b>	
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## ***Deed of Assignment of Patents***

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**Seafood Innovations Pty Ltd** (ACN 107 808 711)  
(SI)

**Seafood Innovations International Group Pty Ltd** (ACN 096 070 932)  
(SIIG)

**Nordischer Maschinenbau Rud. Baader GmbH + Co. KG** (Company registration  
number HRA 1389 HL)  
(Assignee)

---

**PricewaterhouseCoopers, ABN 52 780 433 757**  
Darling Park Tower 2, 201 Sussex Street, GPO BOX 2650, SYDNEY NSW 1171  
T: +61 2 8266 0000, F: +61 2 8266 9999, [www.pwc.com.au/legal](http://www.pwc.com.au/legal)

Ref: 15157224/L001

**PATENT**  
**REEL: 033384 FRAME: 0056**

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## ***Contents***

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**Date** 26 JULY 2013

## ***Parties***

Name	<b>Seafood Innovations Pty Ltd</b>
ACN	<b>107 808 711</b>
Description	<b>SI</b>
Notice details	72 - 74 Campbell Road, Sheldon QLD 4157, Australia Email: <a href="mailto:goodrickb@bigpond.com">goodrickb@bigpond.com</a> Attention: Bruce Goodrick

Name	<b>Seafood Innovations International Group Pty Ltd</b>
ABN	<b>096 070 932</b>
Description	<b>SIIG</b>
Notice details	72 - 74 Campbell Road, Sheldon QLD 4157, Australia Email: <a href="mailto:goodrickb@bigpond.com">goodrickb@bigpond.com</a> Attention: Bruce Goodrick

Name	<b>Nordischer Maschinenbau Rud. Baader GmbH + Co. KG</b>
Company registration number	<b>HRA 1389 HL</b>
Description	<b>Assignee</b>
Notice details	Postfach 1102, D 23501, Lubeck, Germany Email: <a href="mailto:robert.focke@baader.com">robert.focke@baader.com</a> and <a href="mailto:torsten.krausen@baader.com">torsten.krausen@baader.com</a> Attention: Robert Focke and Torsten Krausen

## ***Background***

- A. The Assignors are the legal and beneficial owners of the Patents and have agreed to assign the Patents and all of their rights in respect of the Patents to the Assignee.
- B. As the result of a swap of company name between the Assignors, the Assignors wish to make certain acknowledgements and provide certain undertakings to the Assignee pursuant to the terms of this Deed.
- C. This Deed is intended to be legally binding and the parties agree to give effect to the transactions contemplated by it.

---

## ***This Deed Witnesses***

### **1. Definitions**

---

In this Deed unless the context otherwise requires:

**Assignor** means each of SI and SIIG and **Assignors** means both of them.

**Asset Sale Deed** means the asset sale deed between, amongst others, the Assignors and the Assignee dated 1 July 2013.

**Completion** means "Completion" (as that term is defined in the Asset Sale Deed) in respect of the Asset Sale Deed.

**Deed** means this deed and all schedules, annexures and attachments to it, as amended by the parties in writing.

**Encumbrance** has the meaning given in the Asset Sale Deed.

**Relevant Patents** means, in respect of an Assignor, the Patents owned by that Assignor as set out next to that Assignor's name in Schedule 1.

**Patents** means the patents or the applications for patent owned by the Assignors as set out in Schedule 1.

**Security Interest** has the meaning given in the Asset Sale Deed.

### **2. Assignment**

---

#### **2.1 Assignment of Patents**

- (a) With effect from Completion, for the consideration stated in the Asset Sale deed (which each Assignor expressly acknowledges) each Assignor assigns absolutely to the Assignee the whole of that Assignor's title and rights in respect of that Assignor's Relevant Patents free from any Encumbrance and Security Interest.
- (b) The assignment pursuant to clause 2.1(a) includes the assignment of the right to:
  - (i) claim priority from the Patents in respect of applications made for the grant of a patent anywhere in the world; and
  - (ii) bring legal proceedings, and to obtain any relief to which an Assignor was entitled immediately before Completion, in respect of any infringement of that Assignor's rights in relation to that Assignor's Relevant Patents which occurs before or after the date of this Deed.

#### **2.2 Assistance**

Each Assignor agrees to provide any assistance reasonably required by the Assignee in order to give full effect to this Deed (including the execution of any documents).

### ***3. Acknowledgement and Undertaking***

---

#### **3.1 Acknowledgement**

- (a) The Assignors acknowledge that each Assignor is the valid owner of its Relevant Patents immediately prior to Completion notwithstanding:
  - (i) the occurrence of a company name swap between the Assignors; and
  - (ii) anything to the contrary recorded the official patent registers (whether currently or historically) in the relevant jurisdictions in which the Patents are registered or applied for.
- (b) The Assignors further acknowledge that if an Assignor is not the owner of its Relevant Patents, the other Assignor is the valid owner of those Patents.

#### **3.2 Undertakings**

To the extent that the ownership of the Patents is incorrectly set out in Schedule 1 and an Assignor's Relevant Patent(s) is/are owned by the other Assignor, each Assignor undertakes to do all things necessary or desirable to give effect to the assignment of the Patents as contemplated by clause 2.1 in favour of the Assignee.

### ***4. Power of Attorney***

---

- (a) Each Assignor irrevocably appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use its name and do all things which are necessary or desirable for the Assignee, or its nominee, to obtain the full benefit of the assignment of the Patents as contemplated by this Deed and in particular clause 3.2.
- (b) The Assignee may exercise its powers as attorney even if the Assignee has a conflict of duty in exercising powers or has a direct or personal interest in the means or result of that exercise of powers.
- (c) Each Assignor agrees to ratify and confirm whatever the Assignee lawfully does under the appointment or causes to be done under the appointment.
- (d) Each Assignor agrees to indemnify the Assignee against any claim, loss, liability, cost or expense arising directly or indirectly from the Assignee's lawful exercise of a power under the appointment under this clause 4.

### ***5. General***

---

#### **5.1 Governing law and jurisdiction**

This Deed is governed by the laws of Queensland, Australia.

#### **5.2 Counterparts**

This Deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument.

**5.3 Legal Advice**

Each party acknowledges that it has received legal advice in respect of this Deed or has had the opportunity of receiving legal advice about this Deed.

**5.4 Further assurances**

Each party must do all things reasonably necessary to give full effect to this Deed and the transactions contemplated by this Deed.



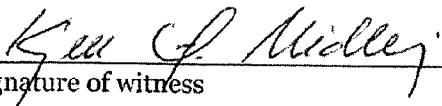
## ***Schedule 1 – Patents***


<b>Assignor</b>	<b>Official Number</b>	<b>Common Title</b>	<b>Country</b>
SIIG	2010235915	A fish stunning apparatus	Australia
SIIG	2011239355	A fish stunning apparatus	Australia
SIIG	CA 2507730	A fish stunning apparatus	Canada
SIIG	CA 2748427	A fish stunning apparatus	Canada
SIIG	EP1581060	A fish stunning apparatus	United Kingdom
SIIG	EP1908353	Fish distributing table	United Kingdom
SIIG	20053227	A fish stunning apparatus	Norway
SIIG	541044	A fish stunning apparatus	New Zealand
SIIG	553988	A fish stunning apparatus	New Zealand
SIIG	7,220,177	A fish stunning apparatus	United States of America
SIIG	7,575,507	A fish stunning apparatus	United States of America
SIIG	2007222899	Processing fish including rotation thereof	Australia
SIIG	CA 2644194	Processing fish including rotation thereof	Canada
SIIG	GB0816191.1	Processing fish including rotation thereof	United Kingdom
SIIG	20084071	Processing fish including rotation thereof	Norway
SIIG	7,575,508	Processing fish including rotation thereof	United States of America
SI	2013900621 (case reference 26685AU1)	A fish processing device	Australia
SI	PCT/AU2013/000425	A fish corral and fish accumulator	Patent Cooperation Treaty

## Signing Page

Executed as a deed

**SIGNED, SEALED and DELIVERED** by  
**SEAFOOD INNOVATIONS**  
**INTERNATIONAL GROUP PTY LTD**  
**(ACN 096 070 932)** in accordance with  
 section 127(1) of the *Corporations Act 2001*  
 (Cth) by **Geoffrey Bruce Goodrick** who  
 states that he is the sole Director and sole  
 Secretary in the presence of:


  
 Signature of witness

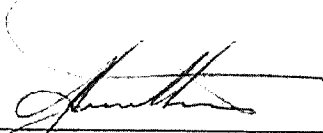
  
 Signature of Director

KELL Q. MIDLING  
 Name of witness

Geoffrey Bruce Goodrick

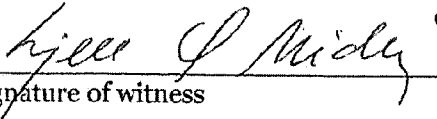
**SIGNED, SEALED and DELIVERED** by  
**SEAFOOD INNOVATIONS PTY LTD**  
**(ACN 107 808 711)** in accordance with  
 section 127(1) of the *Corporations Act 2001*  
 (Cth) by **Geoffrey Bruce Goodrick**,  
 Director and **Noel James Carruthers**,  
 Secretary in the presence of:

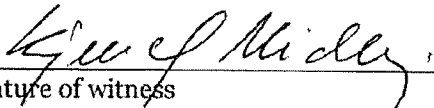
  
 Signature of Director

  
 Signature of Secretary

Geoffrey Bruce Goodrick

Noel James Carruthers

  
 Signature of witness

  
 Signature of witness

KELL Q. MIDLING  
 Name of witness

KELL Q. MIDLING  
 Name of witness

**SIGNED, SEALED AND DELIVERED** by  
**Nordischer Maschinenbau Rud.**

**Baader GmbH + Co. KG** registered with  
the commercial register of the local court of  
the Hansestadt Lübeck under no. HRA 1389  
HL and represented by its general partner  
(*Komplementärin*) Baader  
Verwaltungsgesellschaft mit beschränkter  
Haftung registered with the commercial  
register of the local court of the Hansestadt  
Lübeck under no. HRB 474 HL which in turn  
is represented by its attorney Torsten  
Krausen duly appointed pursuant to a limited  
power of attorney in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Torsten Krausen

\_\_\_\_\_  
Name of Witness



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## ***Deed of Assignment of Patents***

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**Seafood Innovations Pty Ltd** (ACN 107 808 711)  
(SI)

**Seafood Innovations International Group Pty Ltd** (ACN 096 070 932)  
(SIIG)

**Nordischer Maschinenbau Rud. Baader GmbH + Co. KG** (Company registration  
number HRA 1389 HL)  
(Assignee)

***PricewaterhouseCoopers, ABN 52 780 433 757***  
*Darling Park Tower 2, 201 Sussex Street, GPO BOX 2650, SYDNEY NSW 1171*  
*T: +61 2 8266 0000, F: +61 2 8266 9999, [www.pwc.com.au/legal](http://www.pwc.com.au/legal)*

Ref: 15157224/L001

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**Date** 26 JULY 2013

## Parties

Name	<b>Seafood Innovations Pty Ltd</b>
ACN	<b>107 808 711</b>
Description	<b>SI</b>
Notice details	72 – 74 Campbell Road, Sheldon QLD 4157, Australia Email: <a href="mailto:goodrickb@bigpond.com">goodrickb@bigpond.com</a> Attention: Bruce Goodrick

Name	<b>Seafood Innovations International Group Pty Ltd</b>
ABN	<b>096 070 932</b>
Description	<b>SIIG</b>
Notice details	72 – 74 Campbell Road, Sheldon QLD 4157, Australia Email: <a href="mailto:goodrickb@bigpond.com">goodrickb@bigpond.com</a> Attention: Bruce Goodrick

Name	<b>Nordischer Maschinenbau Rud. Baader GmbH + Co. KG</b>
Company registration number	<b>HRA 1389 HL</b>
Description	<b>Assignee</b>
Notice details	Postfach 1102, D 23501, Lubeck, Germany Email: <a href="mailto:robert.focke@baader.com">robert.focke@baader.com</a> and <a href="mailto:torsten.krausen@baader.com">torsten.krausen@baader.com</a> Attention: Robert Focke and Torsten Krausen

## Background

- A. The Assignors are the legal and beneficial owners of the Patents and have agreed to assign the Patents and all of their rights in respect of the Patents to the Assignee.
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- (b) The assignment pursuant to clause 2.1(a) includes the assignment of the right to:
  - (i) claim priority from the Patents in respect of applications made for the grant of a patent anywhere in the world; and
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#### **2.2 Assistance**

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### **3. Acknowledgement and Undertaking**

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### **4. Power of Attorney**

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- (a) Each Assignor irrevocably appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use its name and do all things which are necessary or desirable for the Assignee, or its nominee, to obtain the full benefit of the assignment of the Patents as contemplated by this Deed and in particular clause 3.2.
- (b) The Assignee may exercise its powers as attorney even if the Assignee has a conflict of duty in exercising powers or has a direct or personal interest in the means or result of that exercise of powers.
- (c) Each Assignor agrees to ratify and confirm whatever the Assignee lawfully does under the appointment or causes to be done under the appointment.
- (d) Each Assignor agrees to indemnify the Assignee against any claim, loss, liability, cost or expense arising directly or indirectly from the Assignee's lawful exercise of a power under the appointment under this clause 4.

### **5. General**

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This Deed is governed by the laws of Queensland, Australia.

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**5.3 Legal Advice**

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h

## ***Schedule 1 – Patents***

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SIIG	2007222899	Processing fish including rotation thereof	Australia
SIIG	CA 2644194	Processing fish including rotation thereof	Canada
SIIG	GB0816191.1	Processing fish including rotation thereof	United Kingdom
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SIIG	7,575,508	Processing fish including rotation thereof	United States of America
SI	2013900621 (case reference 26685AU1)	A fish processing device	Australia
SI	PCT/AU2013/000425	A fish corral and fish accumulator	Patent Cooperation Treaty

---

## *Signing Page*

Executed as a deed

**SIGNED, SEALED and DELIVERED** by  
**SEAFOOD INNOVATIONS**  
**INTERNATIONAL GROUP PTY LTD**  
(ACN 096 070 932) in accordance with  
section 127(1) of the *Corporations Act 2001*  
(Cth) by **Geoffrey Bruce Goodrick** who  
states that he is the sole Director and sole  
Secretary in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of Director

**Geoffrey Bruce Goodrick**  
\_\_\_\_\_

\_\_\_\_\_  
Name of witness

**SIGNED, SEALED and DELIVERED** by  
**SEAFOOD INNOVATIONS PTY LTD**  
(ACN 107 808 711) in accordance with  
section 127(1) of the *Corporations Act 2001*  
(Cth) by **Geoffrey Bruce Goodrick**,  
Director and **Noel James Carruthers**,  
Secretary in the presence of:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Secretary

**Geoffrey Bruce Goodrick**  
\_\_\_\_\_

**Noel James Carruthers**  
\_\_\_\_\_

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Name of witness

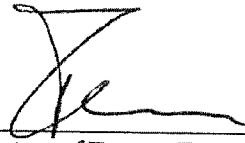
**SIGNED, SEALED AND DELIVERED** by  
**Nordischer Maschinenbau Rud.**

**Baader GmbH + Co. KG** registered with  
the commercial register of the local court of  
the Hansestadt Lübeck under no. HRA 1389  
HL and represented by its general partner  
(*Komplementärin*) Baader  
Verwaltungsgesellschaft mit beschränkter  
Haftung registered with the commercial  
register of the local court of the Hansestadt  
Lübeck under no. HRB 474 HL which in turn  
is represented by its attorney Torsten  
Krausen duly appointed pursuant to a limited  
power of attorney in the presence of:

Signature of Witness

*Gabriela Steiner*

Name of Witness



Signature of Torsten Krausen