

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2989268

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|---|-----------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | STEVE TOGHILL | 07/22/2013 |
| RECEIVING PARTY DATA | | |
| Name: | IMDEX LIMITED | |
| Street Address: | 8 PITINO COURT | |
| City: | OSBORNE PARK, WESTERN AUSTRALIA | |
| State/Country: | AUSTRALIA | |
| Postal Code: | 6017 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Application Number: | 14370521 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (612)332-9081 | |
| <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> | | |
| Phone: | 612.332.5300 | |
| Email: | cmanthie@merchantgould.com | |
| Correspondent Name: | GREGORY D. LEIBOLD | |
| Address Line 1: | P.O.BOX 2903 | |
| Address Line 2: | MERCHANT & GOULD P.C. | |
| Address Line 4: | MINNEAPOLIS, MINNESOTA 55402-0910 | |
| ATTORNEY DOCKET NUMBER: | 03955.0204FPWO | |
| NAME OF SUBMITTER: | GREGORY D. LEIBOLD | |
| SIGNATURE: | /Gregory D. Leibold/ | |
| DATE SIGNED: | 08/20/2014 | |
| Total Attachments: 4 | | |
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| source=2014-08-15-Assignment-Toghill-Imdex Ltd#page4.tif | | |

Inventor's Acknowledgement Deed

To:

Index Limited ACN 008 947 813 of 8 Pitino Court, Osborne Park, Western Australia 6017
(Company)

By:

Steve Toghil
Im Merzentel 22
79280 Au
Germany

Introduction

- A. The Company has employed the Inventor to provide various services to the Company.
- B. In the course of that employment by the Company, the Inventor has jointly developed an invention relating to Gyro While Drilling (**Invention**) – application nr. 2012900031
- C. The Inventor provides the following acknowledgement relating to the intellectual property rights in and to the Invention.

Operative clauses

- 1. The Inventor acknowledges that the Invention was developed jointly by the Inventor in the course of provision of services by the Inventor to the Company.
- 2. The Inventor acknowledges that all intellectual property rights (including, without limitation, any current and future registered and unregistered rights in respect of patents, inventions, discoveries, copyright, designs, trade marks, trade secrets, know-how, confidential information and any applications for grant of any of the foregoing and any other rights of a similar nature) in and to:
 - 2.1 the Invention; and
 - 2.2 any documents, drawings, information, apparatus, devices, projects, reports or other materials created solely or jointly by the Inventor in relation to the Invention,are intended to be, and are, the sole and absolute property of the Company.
- 3. The Inventor undertakes to execute all documents and to do all things necessary to enable the Company (or its successors or assigns) to obtain protection of the intellectual property rights referred to in paragraph 2 above in Australia and anywhere else in the world.
- 4. The Inventor irrevocably and unconditionally consent to the fullest extent permitted by law to the Company dealing with the intellectual property rights referred to in paragraph 2 above in any manner which the Company sees fit and without restriction including, without limitation, to all or any acts or omissions (whether occurring before or after the consent is given) in relation

- 2.3 upon termination of employment, to return to the Employer all such information and all copies, extracts, summaries, notes and records in whatever form of the whole or any part of such information.
- 3 The Employee undertakes to:
- 3.1 execute all documents and to do all things necessary to enable the Employer to obtain any assignment of the intellectual property rights referred to in Clause 1; and
- 3.2 irrevocably and unconditionally consent to the fullest extent permitted by law to the Employer dealing with the intellectual property rights in any manner which the Employer sees fit and without restriction including, without limitation, to all or any acts or omissions (whether occurring before or after the consent is given) and in relation to all works made or to be made by the Employee in the course of his or her employment which, but for this consent, would infringe your moral rights under the *Copyright Act 1968* (Cth).
4. The Employee acknowledges, by signing below, that the Employee has read, understood and agrees to be bound by the terms and conditions of this Deed and that the obligations in this Deed shall continue after termination of the Employee's employment with the Employer.

Signed sealed and delivered by

Steve Toghill

in the presence of:

Gabriele Berghof

Witness

Name (please print)

Steve Toghill

General Employee Acknowledgement Deed

To:

Index Limited ACN 008 947 813 of 8 Pitino Court, Osborne Park, Western Australia 6017
(Employer)

By:

Steve Toghil
Im Merzentel 22
79280 Au
Germany

Introduction

- A. The Company has employed the Employee to provide various services to the Company.
- B. In the course of that employment by the Company, the Employee has developed intellectual property relating to a Gyro While Drilling Patent Application Nr 2012900031.
- C. The Employee provides the following acknowledgement relating to the rights in the Intellectual Property.

Operative clauses

- 1. The Employee agrees and acknowledges that all intellectual property rights (including, without limitation, any current and future registered and unregistered rights in respect of patents, inventions, discoveries, copyright, designs, trade marks, trade secrets, know-how, confidential information and any applications for grant of any of the foregoing and any other rights of a similar nature) in and to any documents, drawings, information, apparatus, devices, projects, reports or other materials (Materials) created or developed by the Employee arising from or in connection with the Employee's employment with the Employer are the sole and absolute property of the Employer and, where such rights are owned by the Employee, the Employee hereby assigns to the Employer all such intellectual property rights.
- 2. The Employee agrees:
 - 2.1 to ensure that any information of the Employer of a private or confidential nature (including, without limitation, any information in relation to the business, clients and operations of the Employer, any trade secrets, know-how or technical information, and any Materials containing any confidential or technical information) is kept confidential and the Employee agrees not to directly or indirectly divulge or communicate or otherwise disclose such information, in whole or part, to any third party or use any of such information other than in connection with the Employee's employment, and
 - 2.2 to take all precautions that are reasonably necessary to prevent any unauthorised disclosure of such information to third parties, or unauthorised use of such information and shall inform the Employer of any suspected or actual unauthorised disclosure or use of such information; and

to any copyright works made by the Inventor which, but for this consent, would infringe the Inventor's moral rights under the Copyright Act 1968 (Cth).

5. The Inventor acknowledges, by signing below, that the inventor has read, understood and agrees to be bound by the terms and conditions of this deed and that the obligations in this deed shall continue after termination of the Inventor's engagement with the Company.

Executed as a deed poll on


22nd July

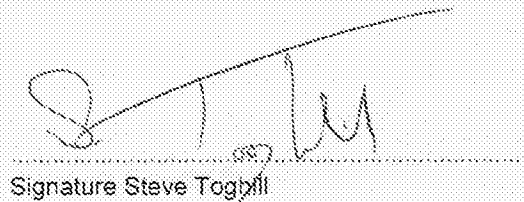
2013

Signed sealed and delivered by

Steve Toghil

in the presence of:


Signature Witness


Signature Steve Toghil


Name of Witness