

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3013170

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
DOUGLAS WALLIS	12/08/2011
MIGUEL GUIMARAES	12/08/2011
BRUCE LILLEY	12/08/2011
JOSHUA KIRSCH	12/08/2011
EDWIN SCHUETZ	12/08/2011
RECEIVING PARTY DATA	
Name:	CQMS RAZER PTY LTD
Street Address:	36 ENTERPRISE STREET
City:	MACKAY
State/Country:	AUSTRALIA
Postal Code:	4740
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13814707
CORRESPONDENCE DATA	
Fax Number:	(312)616-5700
<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>	
Email:	assignments@leydig.com
Correspondent Name:	LEYDIG, VOIT & MAYER, LTD.
Address Line 1:	TWO PRUDENTIAL PLAZA
Address Line 2:	SUITE 4900
Address Line 4:	CHICAGO, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	277675
NAME OF SUBMITTER:	JOHN AUGUSTYN
SIGNATURE:	/John Augustyn/
DATE SIGNED:	09/08/2014
Total Attachments: 14	
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DEED OF CONFIRMATION OF ASSIGNMENT

This Deed of Confirmation of Assignment is made effective on 8 December 2011

Parties

Between: Douglas Wallis
c/- 36 Enterprise Street, Mackay, Queensland, 4740
("Wallis");

And: Miguel Guimaraes
c/- 36 Enterprise Street, Mackay, Queensland, 4740
("Guimaraes");

And: Bruce Lilley
c/- 36 Enterprise Street, Mackay, Queensland, 4740
("Lilley")

And: Josua Kirsch
c/- 36 Enterprise Street, Mackay, Queensland, 4740
("Kirsch")

And: Edwin Schuetz
c/- 36 Enterprise Street, Mackay, Queensland, 4740
("Schuetz")

And: CQMS RAZER PTY LTD
36 Enterprise Street, Mackay, Queensland, 4740
("CQMSR")

And: CQMS PTY LTD
36 Enterprise Street, Mackay, Queensland, 4740
("CQMS")

Agreed Terms

DEFINITIONS AND INTERPRETATION

The following words have these meanings in this Deed:

"Patent Applications" means the patent application(s) listed in Schedule 1.

"Invention" means the invention(s) the subject of the Patent Applications listed in Schedule 1.

"Intellectual Property" means the Patent Applications and the Invention, as well as any other intellectual property related to the Invention including any copyright and designs.

Background

- A. CQMS is the applicant in respect of the Intellectual Property.
- B. Wallis, Guimaraes, Lilley, Kirsch and Schuetz have each made a contribution to the Invention.
- C. Wallis is employed by CQMSR and acknowledges that his entire right, title and interest in and to the Intellectual Property, including the legal and beneficial ownership thereof, vests with CQMSR by virtue of his employment with CQMSR at all material times.
- D. Guimaraes is employed by CQMSR and acknowledges that his entire right, title and interest in and to the Intellectual Property, including the legal and beneficial ownership thereof, vests with CQMSR by virtue of his employment with CQMSR at all material times.
- E. Lilley is employed by CQMSR and acknowledges that his entire right, title and interest in and to the Intellectual Property, including the legal and beneficial ownership thereof, vests with CQMSR by virtue of his employment with CQMSR at all material times.
- F. Kirsch is employed by CQMSR and acknowledges that his entire right, title and interest in and to the Intellectual Property, including the legal and beneficial ownership thereof, vests with CQMSR by virtue of his employment with CQMSR at all material times.
- G. Schuetz is employed by CQMSR and acknowledges that his entire right, title and interest in and to the Intellectual Property, including the legal and beneficial ownership thereof, vests with CQMSR by virtue of his employment with CQMSR at all material times.
- H. CQMSR acknowledges that, by virtue of a previous agreement with CQMS, CQMSR has an obligation to assign to CQMS its entire right, title and interest in and to the Intellectual Property, including without limitation the legal and beneficial ownership thereof.
- I. The parties have entered into this Deed for the purpose of confirming that the entire right, title and interest in and to the Intellectual Property, including without limitation the legal and beneficial ownership thereof, vests solely with CQMS.

Operative Provisions

THIS DEED WITNESSES: pursuant to the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by CQMS, Wallis, Guimaraes, Lilley, Kirsch and Schuetz, it is hereby agreed between the parties as follows:

1. Wallis hereby confirms assignment to CQMSR of his entire right, title and interest in and to the Intellectual Property, and the legal and beneficial ownership thereof, including without limitation:
 - a. the right to claim Convention priority therefrom and to any patent granted pursuant to the Intellectual Property in all countries of the world including without limitation Australia and the United States of America; and
 - b. the right to protect the Intellectual Property from infringement and to defend the Intellectual Property.
2. Wallis hereby undertakes at the expense of CQMSR to do all acts and execute all documents necessary or desirable for:
 - a. further assuring the title of CQMSR to the Intellectual Property;
 - b. obtaining and securing for the Intellectual Property any patent and corresponding protection in all countries of the world including without limitation Australia and the United States of America; and
 - c. protecting the Intellectual Property from infringement or defending the Intellectual Property.
3. Wallis acknowledges and agrees that this Deed confirms pre-existing rights and obligations to assign the Invention as set out in this Deed from before the earliest filing date of the Patent Applications.
4. Guimaraes hereby confirms assignment to CQMSR of his entire right, title and interest in and to the Intellectual Property, and the legal and beneficial ownership thereof, including without limitation:

- a. the right to claim Convention priority therefrom and to any patent granted pursuant to the Intellectual Property in all countries of the world including without limitation Australia and the United States of America; and
 - b. the right to protect the Intellectual Property from infringement and to defend the Intellectual Property.
- 5. Guimaraes hereby undertakes at the expense of CQMSR to do all acts and execute all documents necessary or desirable for:
 - a. further assuring the title of CQMSR to the Intellectual Property;
 - b. obtaining and securing for the Intellectual Property any patent and corresponding protection in all countries of the world including without limitation Australia and the United States of America; and
 - c. protecting the Intellectual Property from infringement or defending the Intellectual Property.
- 6. Guimaraes acknowledges and agrees that this Deed confirms pre-existing rights and obligations to assign the Invention as set out in this Deed from before the earliest filing date of the Patent Applications.
- 7. Lilley hereby confirms assignment to CQMSR of his entire right, title and interest in and to the Intellectual Property, and the legal and beneficial ownership thereof, including without limitation:
 - a. the right to claim Convention priority therefrom and to any patent granted pursuant to the Intellectual Property in all countries of the world including without limitation Australia and the United States of America; and
 - b. the right to protect the Intellectual Property from infringement and to defend the Intellectual Property.
- 8. Lilley hereby undertakes at the expense of CQMSR to do all acts and execute all documents necessary or desirable for:
 - a. further assuring the title of CQMSR to the Intellectual Property;
 - b. obtaining and securing for the Intellectual Property any patent and

- corresponding protection in all countries of the world including without limitation Australia and the United States of America; and
 - c. protecting the Intellectual Property from infringement or defending the Intellectual Property.
9. Lilley acknowledges and agrees that this Deed confirms pre-existing rights and obligations to assign the Invention as set out in this Deed from before the earliest filing date of the Patent Applications.
10. Kirsch hereby confirms assignment to CQMSR of his entire right, title and interest in and to the Intellectual Property, and the legal and beneficial ownership thereof, including without limitation:
- a. the right to claim Convention priority therefrom and to any patent granted pursuant to the Intellectual Property in all countries of the world including without limitation Australia and the United States of America; and
 - b. the right to protect the Intellectual Property from infringement and to defend the Intellectual Property.
11. Kirsch hereby undertakes at the expense of CQMSR to do all acts and execute all documents necessary or desirable for:
- a. further assuring the title of CQMSR to the Intellectual Property;
 - b. obtaining and securing for the Intellectual Property any patent and corresponding protection in all countries of the world including without limitation Australia and the United States of America; and
 - c. protecting the Intellectual Property from infringement or defending the Intellectual Property.
12. Kirsch acknowledges and agrees that this Deed confirms pre-existing rights and obligations to assign the Invention as set out in this Deed from before the earliest filing date of the Patent Applications.
13. Schuetz hereby confirms assignment to CQMSR of his entire right, title and interest in and to the Intellectual Property, and the legal and beneficial

ownership thereof, including without limitation:

- a. the right to claim Convention priority therefrom and to any patent granted pursuant to the Intellectual Property in all countries of the world including without limitation Australia and the United States of America; and
- b. the right to protect the Intellectual Property from infringement and to defend the Intellectual Property.

14. Schuetz hereby undertakes at the expense of CQMSR to do all acts and execute all documents necessary or desirable for:

- a. further assuring the title of CQMSR to the Intellectual Property;
- b. obtaining and securing for the Intellectual Property any patent and corresponding protection in all countries of the world including without limitation Australia and the United States of America; and
- c. protecting the Intellectual Property from infringement or defending the Intellectual Property.

15. Schuetz acknowledges and agrees that this Deed confirms pre-existing rights and obligations to assign the Invention as set out in this Deed from before the earliest filing date of the Patent Applications.

16. CQMSR hereby confirms assignment to CQMS of its entire right, title and interest in and to the Intellectual Property, and the legal and beneficial ownership thereof, including without limitation:

- a. the right to claim Convention priority therefrom and to any patent granted pursuant to the Intellectual Property in all countries of the world including without limitation Australia and the United States of America; and
- b. the right to protect the Intellectual Property from infringement and to defend the Intellectual Property.

17. CQMSR hereby undertakes at the expense of CQMS to do all acts and execute all documents necessary or desirable for:

- a. further assuring the title of CQMS to the Intellectual Property;

- b. obtaining and securing for the Intellectual Property any patent and corresponding protection in all countries of the world including without limitation Australia and the United States of America; and
- c. protecting the Intellectual Property from infringement or defending the Intellectual Property.

18. CQMSR acknowledges and agrees that this Deed confirms pre-existing rights and obligations to assign the Invention as set out in this Deed from before the earliest filing date of the Patent Applications.

19. No variation of this Deed will be of any force or effect unless it is in writing and signed by the parties.

20. This Deed is governed by the laws of Queensland, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

21. Each of the parties warrants:

- a. that the name, details of the incorporation (as applicable) and address of the party are correctly stated herein; and
- b. its power to enter into this Deed.

22. This Deed will be binding on, and enure for the benefit of, each of the parties and their respective successors in title and permitted assigns.

23. This Deed may be executed in counterparts. All counterparts together will be taken to constitute one instrument.

Schedule 1


Official No.	Title	Property Type	Country	Application Date
2011905123	AN EXCAVATOR WEAR ASSEMBLY	Patent Application	Australia	8 December 2011
2012902643	AN EXCAVATOR WEAR ASSEMBLY	Patent Application	Australia	22 June 2012

Execution

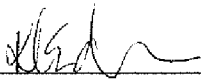
EXECUTED as a DEED.

Executed by DOUGLAS WALLIS

In the presence of:



Douglas Wallis



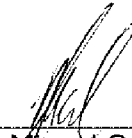
Signature of witness

KATIE EDSEK

Name of witness (print)

Executed by MIGUEL GUIMARAES

In the presence of:



Miguel Guimaraes



Signature of witness

Katie Edser

Name of witness (print)

Executed by BRUCE LILLEY

In the presence of:

Bruce Lilley

Signature of witness

Name of witness (print)

Executed by JOSUA KIRSCH

In the presence of:

Josua Kirsch

Signature of witness

Name of witness (print)

Executed by EDWIN SCHUETZ
In the presence of:

Edwin Schuetz

Signature of witness

Name of witness (print)

Executed by CQMS RAZER PTY LTD
ACN 010 402 990

In accordance with Section 127
of the *Corporations Act* in the presence of:

David Haslett

Signature of witness

Paul Laurence Brown

Name of witness (print)

Executed by CQMS PTY LTD
ACN 122 935 906

In accordance with Section 127
of the *Corporations Act* in the presence of:

David Haslett

Signature of witness

Paul Laurence Brown

Name of witness (print)

Execution

EXECUTED as a DEED.

Executed by DOUGLAS WALLIS

In the presence of:

Douglas Wallis

Signature of witness

Name of witness (print)

Executed by MIGUEL GUIMARAES

In the presence of:

Miguel Guimaraes

Signature of witness

Name of witness (print)

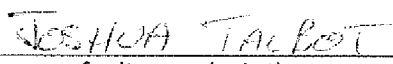
Executed by BRUCE LILLEY

In the presence of:



Bruce Lilley

Signature of witness



Name of witness (print)

Executed by JOSUA KIRSCH

In the presence of:

Josua Kirsch

Signature of witness

Name of witness (print)

Execution

EXECUTED as a DEED.

Executed by DOUGLAS WALLIS

In the presence of:

Douglas Wallis

Signature of witness

Name of witness (print)

Executed by MIGUEL GUIMARAES

In the presence of:

Miguel Guimaraes

Signature of witness

Name of witness (print)

Executed by BRUCE LILLEY

In the presence of:

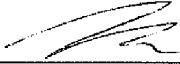
Bruce Lilley

Signature of witness

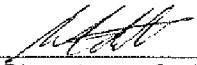
Name of witness (print)

Executed by JOSUA KIRSCH

In the presence of:



Josua Kirsch



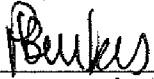
Signature of witness

AARON MEREDITH

Name of witness (print)

Executed by EDWIN SCHUETZ

In the presence of:



Signature of witness

Pia Beukes

Name of witness (print)



Edwin Schuetz

Executed by CQMS RAZER PTY LTD

ACN 010 402 990

In accordance with Section 127
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David Haslett

Signature of witness

Paul Laurence Brown

Name of witness (print)

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Executed by EDWIN SCHUETZ
In the presence of:

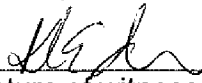
Edwin Schuetz

Signature of witness

Name of witness (print)

Executed by CQMS RAZER PTY LTD
ACN 010 402 990

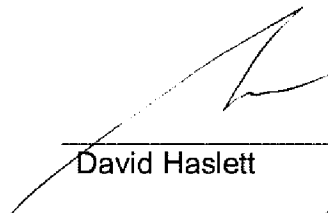
In accordance with Section 127
of the *Corporations Act* in the presence of:



Signature of witness

KATIE EDSER

Name of witness (print)




David Haslett



Paul Laurence Brown

Executed by CQMS PTY LTD
ACN 122 935 906

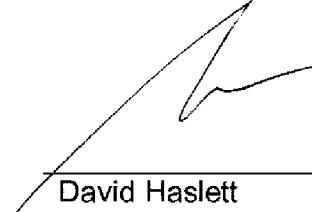
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Signature of witness

KATIE EDSER

Name of witness (print)



David Haslett



Paul Laurence Brown