

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3117732

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DEV-AUDIO PTY LTD.	09/05/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BIAMP SYSTEMS CORPORATION
<b>Street Address:</b>	9300 SW GEMINI DRIVE
<b>City:</b>	BEAVERTON
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97008
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13061359
<b>Application Number:</b>	14090912
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(203)327-6401
<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>	203-327-4500
<b>Email:</b>	docketing@ogrp.com
<b>Correspondent Name:</b>	OHLANDT, GREELEY, RUGGIERO & PERLE, LLP
<b>Address Line 1:</b>	ONE LANDMARK SQUARE, 10TH FLOOR
<b>Address Line 4:</b>	STAMFORD, CONNECTICUT 06901
<b>ATTORNEY DOCKET NUMBER:</b>	0007494USU/USX/3363
<b>NAME OF SUBMITTER:</b>	PAUL D. GREELEY
<b>SIGNATURE:</b>	/PAUL D. GREELEY/
<b>DATE SIGNED:</b>	11/21/2014
<b>Total Attachments: 12</b>	
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source=20140905\_Dev\_Audio\_to\_Biamp\_Systems\_Assignment#page12.tif

# Deed of assignment of Dev-Audio IP

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Dev-Audio Pty Ltd (**Company**)

Biamp Systems Corporation (**BSC**)

MinterEllison

LAWYERS

WATERFRONT PLACE, 1 EAGLE STREET, BRISBANE QLD 4000, DX 102 BRISBANE  
TEL: +61 7 3119 6000 FAX: +61 7 3119 1000  
[www.minterellison.com](http://www.minterellison.com)

# Deed of assignment of Dev-Audio IP

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<b>Details</b>	<b>3</b>
<b>Agreed terms</b>	<b>4</b>
<b>1. Interpretation</b>	<b>4</b>
1.1 Defined terms	4
1.2 Interpretation	5
1.3 Headings	5
<b>2. Assignment of Company IP</b>	<b>5</b>
2.1 Assignment of Company IP	5
2.2 Assignment of rights to take legal action	6
2.3 Consent to assignment of Company IP	6
<b>3. Further action</b>	<b>6</b>
<b>4. Costs and stamp duty</b>	<b>6</b>
<b>5. Counterparts</b>	<b>6</b>
<b>6. Governing law</b>	<b>6</b>
<b>Schedule 1 – Company IP</b>	<b>7</b>
<b>Signing page</b>	<b>12</b>

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# Details

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## Date

5 September 2014

## Parties

Name Dev-Audio Pty Ltd ACN 132 087 506  
Short form name **Company**  
Notice details Unit 2, 87 Webster Road, Stafford, Queensland 4053, Australia  
Email: neil.packer@biamp.com  
Facsimile: +61 7 3352 5578  
Attention: Neil Packer

Name Biamp Systems Corporation  
Short form name **BSC**  
Notice details 9300 SW Gemini Drive, Beaverton, OR 97008, USA  
Email: steve.metzger@biamp.com  
Facsimile: +1 503 626 0281  
Attention: Steven Metzger

## Background

- A The Company and BSC have entered the Sale Agreement.
- B Pursuant to the Sale Agreement, the Company has agreed to transfer and assign all its rights in the Company IP to BSC on the terms and conditions of this deed.

# Agreed terms

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## 1. Interpretation

### 1.1 Defined terms

In this deed terms defined in the Sale Agreement have the same meaning when used in this deed except where defined below or where the context otherwise requires:

**Company IP** means all Intellectual Property Rights held by the Company including the Intellectual Property Rights set out in Schedule 1 and excluding:

- (a) any confidential information provided to the Company by a third party pursuant to a confidentiality or non-disclosure agreement where the information remains confidential and the agreement remains in force as at the date of this deed; and
- (b) any rights granted to the Company under the ISLA; and
- (c) any rights granted to the Company under the ULA.

**Intellectual Property Rights** means all intellectual property and proprietary rights (whether registered or unregistered), including:

- (a) trade or service marks;
- (b) any right to have information kept confidential;
- (c) any and all Software; and
- (d) patents, patent applications, drawings, discoveries, inventions, improvements, Trade Secrets, Technology, formulae, computer programs, data bases, know-how, logos, designs, design rights, copyright and similar industrial or intellectual property rights.

**Sale Agreement** means the Dev-Audio IP Sale Agreement between the Company and BSC dated on or about the date of this deed.

**Software** means all computer programs (including any software implementation of algorithms, models and methodologies whether in Source Code or object code), databases and computations (including any data and collections of data), documentation (including user manuals and training materials) relating to any of the foregoing and the content and information contained in any web sites.

**Source Code** means computer software and code, in a form other than object code form, including:

- (a) related programmer comments and annotations, help text, data and data structures, instructions; and
- (b) procedural, object-oriented and other code,

which, in each case may be printed out or displayed in human readable form.

**Technology** means any:

- (a) technology, formulae, algorithms, procedures, processes, methods, techniques, know-how, ideas, creations, inventions, discoveries, and improvements (whether patentable or unpatentable and whether or not reduced to practice);
- (b) technical, engineering, manufacturing, product, marketing, servicing, financial, supplier, personnel and other information and materials;

- (c) specifications, designs, models, devices, prototypes, schematics and development tools;
- (d) Software, websites, content, images, graphics, text, photographs, artwork, audiovisual works, sound recordings, graphs, drawings, reports, analyses, writings, and other works of authorship and copyrightable subject matter;
- (e) databases and other compilations and collections of data or information;
- (f) Trade Secrets; and
- (g) tangible embodiments of any of the foregoing, in any form or media whether or not specifically listed herein.

**Trade Secrets** means information and materials not generally known to the public, including trade secrets and other confidential information.

## 1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to time is to Brisbane, Queensland, Australia time;
- (f) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions; and
- (j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it.

## 1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

# 2. Assignment of Company IP

## 2.1 Assignment of Company IP

- (a) Subject to and with effect from Completion, the Company transfers and assigns all its rights, title and interest (whether as the owner, licensee or otherwise) in the Company IP to BSC.

- (b) This deed does not constitute an assignment or an attempted assignment of any of the Company IP if an assignment or attempted assignment of that Company IP requires the consent of a third party.

## **2.2 Assignment of rights to take legal action**

The assignment in clause 2.1 includes a transfer of all of the Company's rights to take legal action for passing off, a contravention of the *Competition and Consumer Act 2010* (Cth) (or equivalent State or Territory legislation) or for infringement of Company IP against any person who has used or uses the Company IP without the Company's consent.

## **2.3 Consent to assignment of Company IP**

If the consent of a third party is required for the assignment of any of the Company IP under clause 2.1, the Company and BSC must use their reasonable endeavours to obtain that consent by or as soon as reasonably practicable after Completion.

## **3. Further action**

Each party must do, at its own expense, all things necessary or desirable (including executing any documents) to give full effect to this deed.

## **4. Costs and stamp duty**

- (a) Each party must pay its own costs and disbursements in relation to the negotiation, preparation, execution, and performance of this deed.
- (b) All stamp duty (including fines, penalties and interest) payable on or in connection with this deed and any instrument executed under or any transaction evidenced by this deed must be borne by BSC.

## **5. Counterparts**

This deed may be executed in any number of counterparts. All executed counterparts constitute one document.

## **6. Governing law**

This deed is governed by the law of the State of Queensland, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Queensland, Australia.



# Schedule 1 – Company IP

## 1. Copyright and confidential information

Copyright and confidential information in all databases, source codes, software, methodologies, manuals, artwork and advertising materials used in the business or by the Company including any and all Software including customised XMOS firmware modules for Microcone device, Microcone device driver components on Mac OS X and Windows including real-time signal processing plug-ins, Microcone Recorder application for Mac OS X and Windows, Microcone Remote iOS app, Azure web services (accounts portal and API), Microphone Array Development Library including configuration utility and real-time signal processing library.

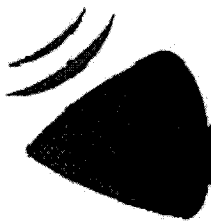
## 2. Any and all drawings, discoveries, inventions, improvements, Trade Secrets, Technology, formulae, computer programs, data bases, know-how, logos, designs, design rights, copyright and similar industrial or intellectual property rights.

## 3. Registered trade marks

1276518	MICROCONE	Australia	Class 9: Microphones; microphones with directional characteristics; microphone mixers; sound reproducing apparatus with microphone software
1279328	MICROCONE	Australia	Class 9: Microphones; microphone arrays; microphone array systems; microphone signal mixers; microphones with directional characteristics; software; software applications; microphone-array software applications

3902977	MICROCONE	USA	IC.009, US 021 023 026 036 038:
<p>Microphones, microphone arrays; microphone array systems consisting of microphone cables, microphone modules, microphone stands and microphones; microphone signal audio mixers; microphones with directional characteristics; computer communications software for programming microphones</p>			

4. Unregistered trade marks



dev// audio



microcone

5. Domain names

www.dev-audio.com	Company	Netregistry Pty Ltd
www.dev-audio.com.au	Company	NetRegistry (we assume this is the same Registrar as Netregistry Pty Ltd)
www.dev-audio.net	Company	Netregistry Pty Ltd
www.devaudio.com	Company	Godaddy.com LLC
www.devaudio.com.au	Company	NetRegistry (we assume this is the same Registrar as Netregistry Pty Ltd)
www.devaudio.net	Company	Netregistry Pty Ltd
www.microcone.com	Company	Netregistry Pty Ltd
www.microcone.net	Company	Fast Domain Inc.

6. Patents

Application number: 2008904477	Microphone array system for surround-sound acquisition	Australia	Company
Application number: PCT/AU2009/001100	A microphone array system and method for sound acquisition	WIPO	Company
Application Number: 2009287421	A microphone array system and method for sound acquisition	Australia	Company

Application number: 137061.359	Microphone array system and method for sound acquisition	USA	Iain McCowan/Company
Application number: 14/090,912	Microphone array system and method for sound acquisition	USA	Company
Application number: EP09809106.9	A microphone array system and method for sound acquisition	EU	Company
Application number: EP13177034.9	A microphone array system and method for sound acquisition	EU	Company
Application number: 14105255.3	A microphone array system and method for sound acquisition	Hong Kong	Company

## 7. Designs


200816059	Table-top microphone	Australia	Company Designers: Alexander Patrick Wall Warren Derek Thomas Schroder
001557257-0001	Desk-top microphones	EU	Company Designers: Alexander Patrick Wall


001557257-0002	Desk-top microphones	EU	Warren Derek Thomas Schroder Company Designers: Alexander Patrick Wall Warren Derek Thomas Schroder Company Designer: Iain McCowan
001557257-0003	Desk-top microphones	EU	

# Signing page

EXECUTED as a deed.

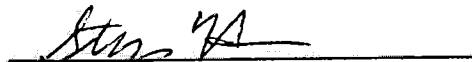
Executed by Dev-Audio Pty Ltd in accordance with Section 127 of the Corporations Act 2001

  
Signature of director

  
Name of director (print)

5 September, 2014

Signed for Biamp Systems Corporation by an authorised officer in the presence of

  
Signature of witness

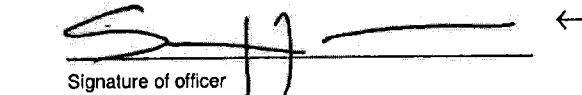
Stephanie Hines  
Name of witness (print)

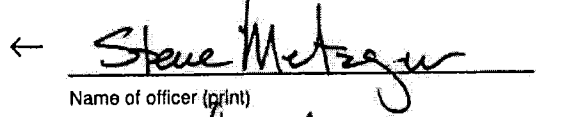
5 September 2014

  
Signature of director/company secretary  
(Please delete as applicable)

GERALD PARETTE  
Name of director/company secretary (print)

5 SEPT 2014

  
Signature of officer

  
Name of officer (print)

Director / Officer  
Office held

5 September, 2014