

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

EPAS ID: PAT3167673

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

Name	Execution Date
COMPOSITE HELICOPTERS INTERNATIONAL LIMITED	12/29/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	COMPOSITE HELICOPTERS INTERNATIONAL HOLDINGS LIMITED
<b>Street Address:</b>	48 BAWDEN ROAD
<b>Internal Address:</b>	RD 2
<b>City:</b>	ALBANY
<b>State/Country:</b>	NEW ZEALAND
<b>Postal Code:</b>	0792

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	14124247

**CORRESPONDENCE DATA**

**Fax Number:** (415)268-7522

*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.*

**Phone:** 415-268-7000

**Email:** jshaw@mofo.com

**Correspondent Name:** BRIAN B. HO

**Address Line 1:** MORRISON & FOERSTER LLP

**Address Line 2:** 425 MARKET STREET

**Address Line 4:** SAN FRANCISCO, CALIFORNIA 94105

<b>ATTORNEY DOCKET NUMBER:</b>	210542001200
<b>NAME OF SUBMITTER:</b>	BRIAN B. HO
<b>SIGNATURE:</b>	/Brian B. Ho/
<b>DATE SIGNED:</b>	12/31/2014

**Total Attachments: 5**

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DEED OF ASSIGNMENT OF PENDING PATENT  
APPLICATION

between

Composite Helicopters International  
Limited

and

Composite Helicopters International  
Holdings Limited

# Deed of Assignment of Pending Patent Application

Date: 29 September

2014

## Parties

1. Composite Helicopters International Limited ("Assignor")
2. Composite Helicopters International Holdings Limited ("Assignee")

## Background

- A. The Assignor is the proprietor of the patent applications, as detailed in the Schedule.
- B. This deed is supplemental to the Agreement for Sale and Purchase of Business and Assets between the Assignor and the Assignee (among others), pursuant to which the Assignor has agreed to assign the Patent Applications and Intellectual Property Rights (as defined below) to the Assignee.

## This Deed Records

### 1. Definitions

- 1.1 In this deed unless the context otherwise requires:

"**Agreement**" means the Agreement for the Sale and Purchase of Business and Assets entered between the Assignor and the Assignee (among others) dated on or about the date of this deed.

"**Completion Date**" has the same meaning as in the Agreement.

"**Copyright**" means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and
- (b) any database rights,

comprising or relating to the Invention as may exist anywhere in the world.

"**Design Rights**" means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) any unregistered design rights; and
- (d) any semi-conductor topography or integrated circuit layout rights.

"**Intellectual Property Rights**" means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as

may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights.

"**Invention**" means any and all inventions the subject of the Patent Applications as improved, modified, developed or amended at any time up to the date of signing of this deed.

"**Patent Applications**" means the patent applications described in the Schedule.

"**Patent Rights**" means all patent rights in and to the Invention as may exist or come into existence anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Applications together with:
  - (i) any patent that may be granted pursuant to the Patent Applications; and
  - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Applications in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

## 2. **Assignment of proprietary rights**

- 2.1 The Assignor acknowledges that the Assignee's entry into the Agreement was dependant on the entry into this deed and to the extent not already assigned by, and for the consideration recorded in the Agreement, the Assignor hereby assigns and transfers to the Assignee, and the Assignee accepts the assignment to it of, all of the Assignor's rights, title and interest in and to the Intellectual Property Rights including the Patent Applications, with effect from the Completion Date.
- 2.2 The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.

## 3. **Patent Applications**

- 3.1 The Assignor agrees to procure that all files held by its patent attorney relating to the Patent Applications are made available to the Assignee's solicitors.

4. **Further documents**

4.1 The Assignor agrees (if called upon to do so) to execute all further documents evidencing this assignment as required by the Assignee.

5. **Applicable law**

5.1 This deed is governed by and construed and interpreted in accordance with the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

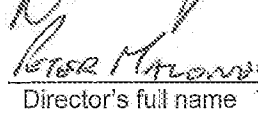
6. **Counterparts**


6.1 This deed may be executed in one or more counterpart copies which, read together, will constitute one and the same instrument. Any fax or pdf copy of this deed (including any fax or pdf copy of any document evidencing the execution of this deed by either party) may be relied upon by the other party as though it were an original copy.

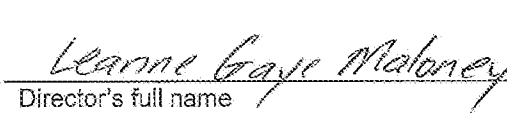
**Executed**

Signed by **Composite Helicopters International Limited** as Assignor:

  
\_\_\_\_\_  
Director's signature

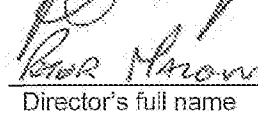
  
\_\_\_\_\_  
Director's full name

  
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Director's signature

  
\_\_\_\_\_  
Director's full name

Signed by **Composite Helicopters International Holdings Limited** as Assignee:

  
\_\_\_\_\_  
Director's signature

  
\_\_\_\_\_  
Director's full name

  
\_\_\_\_\_  
Director's signature

  
\_\_\_\_\_  
Director's full name

## Schedule

Case Ref	Country	Official number	Title	Application Date	Next Renewal Date	Case Status
681754	Canada	2850227	A HELICOPTER	7/06/2012	7/06/2015	Application filed
681755	China	201280038724.4	A HELICOPTER	7/06/2012		Exam requested
681756	European Patent Office	12797237.0	A HELICOPTER	7/06/2012	30/06/2014	Exam requested
681757	USA	14/124247	A HELICOPTER	7/06/2012		Application filed
683564	Japan	2014-514833	A HELICOPTER	7/06/2012		Application filed
683565	Australia	2012267260	A HELICOPTER	7/06/2012	7/06/2016	Application filed
683566	New Zealand	618737	A HELICOPTER	7/06/2012		Application filed
683567	South Africa	2013/09567	A HELICOPTER	7/06/2012	7/06/2015	Application filed