

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3207398

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SCOTT NORRIE	07/11/2013
MICHAEL DURANTE	07/11/2013
GREGORY SCOTT	07/11/2013
LINDEN EVANS	07/11/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FIN CONTROL SYSTEMS PTY LIMITED
<b>Street Address:</b>	5-7 BY THE SEA ROAD
<b>City:</b>	MONA VALE, NEW SOUTH WALES
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	2103
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14411667
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)787-7557
<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>	7037879400
<b>Email:</b>	linda@wcc-ip.com
<b>Correspondent Name:</b>	WHITHAM CURTIS CHRISTOFFERSON COOK
<b>Address Line 1:</b>	11491 SUNSET HILLS ROAD
<b>Address Line 2:</b>	SUITE 340
<b>Address Line 4:</b>	RESTON, VIRGINIA 20190
<b>ATTORNEY DOCKET NUMBER:</b>	08270069US
<b>NAME OF SUBMITTER:</b>	MICHAEL E. WHITHAM
<b>SIGNATURE:</b>	/Michael E. Whitham/
<b>DATE SIGNED:</b>	02/02/2015
<b>Total Attachments: 10</b>	
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**Halfords IP**

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**7th Floor, 1 Market Street**

**Sydney NSW 2000 Australia**

**Telephone: + 61 2 9264 8388**

**Facsimile: + 61 2 9264 1810**

**E-mail: mail@halfords.com.au**

**Deed of Assignment and Confirmation**

**Scott Norrie**

**Michael Durante**

**Gregory Scott**

**Linden Evans**

**and**

**Fin Control Systems Pty Ltd**

**ACN 057 278 681**

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**This deed of assignment**

is made between the following parties:

<p><b>1. Scott Norrie</b> C/- Fin Control Systems Pty Ltd of 5-7 By The Sea Road Mona Vale, New South Wales, 2103 Australia (Norrie)</p>	<p><b>4. Gregory Scott</b> C/- Fin Control Systems Pty Ltd of 5-7 By The Sea Road Mona Vale, New South Wales, 2103 Australia (Scott)</p>
<p><b>2. Michael Durante</b> C/- Fin Control Systems Pty Ltd of 5-7 By The Sea Road Mona Vale, New South Wales, 2103 Australia (Durante)</p>	<p><b>5. Fin Control Systems Pty Limited (ACN 057 278 681)</b> of 5-7 By The Sea Road Mona Vale, New South Wales, 2103 Australia (FCS)</p>
<p><b>3. Linden Evans</b> C/- Fin Control Systems Pty Ltd of 5-7 By The Sea Road Mona Vale, New South Wales, 2103 Australia (Evans)</p>	

**Recitals**

- A. The inventions included in the patent applications listed in Part A in the schedule to this deed, and those other rights listed in Parts B, C and D to the schedule to this deed will be referred to as **The Intellectual Property**.
- B. Norrie, Durante, Scott and Evans were employees of FCS at the time of inventing the inventions which are included in the patent applications listed in Part A in the schedule to this deed.
- C. Norrie, Durante, Scott and Evans wish to confirm that they invented the inventions of The Intellectual Property, in the course and scope of their employment with FCS.
- D. Norrie, Durante, Scott and Evans wish to confirm that any right, title and interest they may have in respect of The Intellectual Property, was owned by FCS at the time of filing of the applications listed in Part A in the schedule to this deed, and that they understood the applications listed in Part A in the schedule to this deed was to be filed in the name of FCS or one or more of its related organisations or assignees.
- E. Norrie, Durante, Scott and Evans will be referred to as **The Assignors**.
- F. In the event that The Assignors have any right, title and interest in The Intellectual Property pursuant to the recitals above, The Assignors wishes to assign to FCS that right, title and interest in The Intellectual Property, including any right to claim convention priority and the right to file applications in FCS' name or in the name of one or more of its related organisations or assignees for patents, designs, utility models, registration of copyright or any other intellectual property in respect of The Intellectual Property, in respect of any country or jurisdiction including PCT applications, together with all common law and intellectual property rights therein including but not limited to copyright, free from all encumbrances.

**This deed witnesses**

that in consideration of, among other things, the payment by FCS to the Assignors of AU\$1, the receipt and sufficiency of which is acknowledged, the parties agree:

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**1 Assignment**

- (a) The Assignors assigns to FCS:
    - (1) all of the Assignors' interest in The Intellectual Property; and
    - (2) the right, if any, to sue for damages and other remedies in respect of any infringement of The Intellectual Property which may have occurred before this assignment.
  - (b) This assignment is effective **from 31 May 2012**.
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**2 Confirmations**

**2.1 Ownership**

The Assignors wishes to confirm that any right, title and interest they may have in respect of The Intellectual Property, was owned by FCS at the time of filing of the applications listed in Part A in the schedule to this deed, and that the application listed in Part A in the schedule to this deed was to be filed in the name of FCS or one or more of its related organisations or assignees.

**2.2 Inventorship**

Norrie, Durante, Scott and Evans confirm that they invented the inventions of The Intellectual Property, in the course and scope of their employment with FCS.

**2.3 Ownership in other jurisdictions**

The Assignors also confirm that they understand that FCS or one or more of its related organisations or assignees will be the applicant for any patent application whether in Australia or any other jurisdiction.

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**3 Registering this assignment and further action**

- (a) FCS or one or more of its related organisations or assignees must pay any fees or costs in relation to registering this assignment.
- (b) The Assignors must execute any documents and do any other things that FCS or one or more of its related organisations or assignees reasonably requests to:
  - (1) enable FCS or one or more of its related organisations or assignees to have its ownership of The Intellectual Property registered in any appropriate registry;
  - (2) enable FCS or one or more of its related organisations or assignees to file or prosecute in its name any application for a patent or other registration forming part of or relating

to The Intellectual Property, whether in Australia or in any other country or via the World Intellectual Property Organisation; and

- (3) give effect to the terms of this deed.
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#### **4 Assignor undertakings**

The Assignors must not:

- (a) challenge or oppose, or assist a person to challenge or oppose, any application by FCS or one or more of its related organisations or assignees for a patent or other registration forming part of or relating to The Intellectual Property, whether in Australia or in any other country;
- (b) assist any other person in challenging or impugning the validity of:
  - (1) The Intellectual Property; or
  - (2) a patent, design or other registration granted to FCS or one or more of its related organisations or assignees relating to The Intellectual Property; or
- (c) take any other action to invalidate, put in dispute or impair in any way FCS' or one or more of its related organisation's or assignee's interest in or use or exploitation of The Intellectual Property.

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#### **5 Counterparts**

If this deed consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

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#### **6 General**

- (a) A variation of the terms of this deed must be in writing and signed by the parties.
- (b) In this deed, unless the context otherwise requires:
  - (1) words importing the singular include the plural and vice versa;
  - (2) a reference to a person includes a corporation; and
  - (3) a reference to a person includes that person's successors and legal personal representatives.

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## Schedule - Intellectual Property

### A. Inventions disclosed in:

Jurisdiction	Application No.	Date filed	Invention title
Australia	2012902939	9 July 2012	Fin Plug for Water Craft
Australia	2013204785	12 April 2013	Fin Plug for Water Craft

### B. Priority rights

The Assignors' rights to claim priority under any applicable international convention for design or patent applications relating to the inventions that are subject of the patent application listed in A above.

### C. Artistic works


Artistic works including models, drawings, etchings and computer generated images relating to the inventions that are subject of the applications listed in A above.

### D. Copyright

All copyright and all other right or forms of protection of a similar nature which may subsist anywhere in the world in every drawing which depicts the designs that are subject of the applications listed in A above but without limitation to drawings which have been used in the applications in A above.

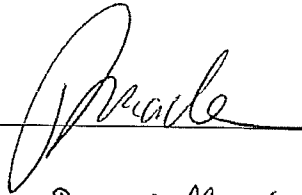
**Executed as a deed:**

Signed sealed and delivered by



\_\_\_\_\_  
Scott Norrie

in the presence of:  
Witness Signature:




Witness name (please print): PHILIP MACKEN

Date: 11-7-13



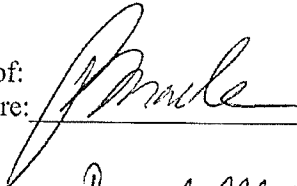
**Executed as a deed:**

Signed sealed and delivered by

  
Michael Durante

in the presence of:

Witness Signature:



Witness name (please print):


PHILIP MACKEN

Date:

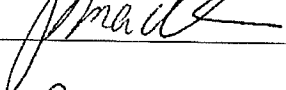
11/7/13

**Executed as a deed:**

Signed sealed and delivered by

  
\_\_\_\_\_  
Gregory Scott

in the presence of:

Witness Signature:   
\_\_\_\_\_

Witness name (please print): PHILIP MACKEN

Date: 11-7-13

**Executed as a deed:**

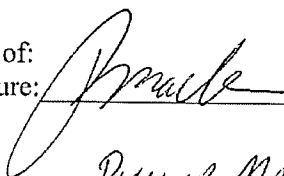
Signed sealed and delivered by



Linden Evans

in the presence of:

Witness Signature:



Witness name (please print):

PHILIP MACKEN

Date:

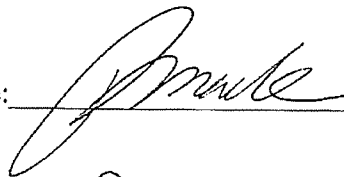
11-7-13

**Executed as a deed:**

Executed by  
**Fin Control Systems Pty Ltd**  
ACN 057 278 681  
pursuant to s.127 of the *Corporations Act*  
by:

Director Signature: 

Name (please print): PATRICK VERCAIGNE

Witness  
Signature: 

Witness  
Name (please print): PHILIP MACKEN

Date: 11/07/13