

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3236903

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DAN LI	04/29/2013
LING QIU	04/29/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MONASH UNIVERSITY
<b>Street Address:</b>	WELLINGTON ROAD
<b>City:</b>	CLAYTON, VIC
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	3800
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14423279
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	BEN.HORTON@NORTONROSEFULBRIGHT.COM
<b>Correspondent Name:</b>	NORTON ROSE FULBRIGHT US LLP
<b>Address Line 1:</b>	98 SAN JACINTO BOULEVARD
<b>Address Line 2:</b>	SUITE 1100
<b>Address Line 4:</b>	AUSTIN, TEXAS 78701
<b>ATTORNEY DOCKET NUMBER:</b>	DACO.P0005US
<b>NAME OF SUBMITTER:</b>	BEN HORTON
<b>SIGNATURE:</b>	/Ben Horton/
<b>DATE SIGNED:</b>	02/23/2015
<b>Total Attachments: 8</b>	
source=ASSIGNMENTS#page1.tif	
source=ASSIGNMENTS#page2.tif	
source=ASSIGNMENTS#page3.tif	
source=ASSIGNMENTS#page4.tif	
source=ASSIGNMENTS#page5.tif	

source=ASSIGNMENTS#page6.tif

source=ASSIGNMENTS#page7.tif

source=ASSIGNMENTS#page8.tif

## DEED OF ASSIGNMENT

### BETWEEN:

Dan Li

of 26 Clivejay Street, Glen Waverley, Vic 3800, Australia

*Address*

(**"Employee"**)

### AND:

Monash University  
of Wellington Road, Clayton, Victoria, 3800, Australia,  
a University and body corporate that exists pursuant to  
the Monash University Act 2009 (Vic.) (**"University"**)

### RECITALS

- A. The Employee is the/an inventor of the invention(s) described in the patent application(s) set out in the schedule (the "Scheduled Intellectual Property"), and made the invention(s) in the course of his/her employment with the University.
- B. The Employee has agreed, for the avoidance of doubt, to confirm that he/she has assigned all his/her rights (if any) in and to the Scheduled Intellectual Property to the University.
- C. If the Scheduled Intellectual Property assigned under this Deed is commercialised, net revenue received by the University will be shared with the Employee according to the University Council Statement on Patent Revenue Distribution.

### IT IS AGREED:

#### 1. Definitions

- 1.1. **"Confidential Information"** means all information of a confidential nature relating to or having a connection with the Scheduled Intellectual Property which came into existence prior to the date of this Deed or is created after the date of this Deed.
- 1.2. **"Intellectual Property"** means any copyright work, circuit layout, eligible layout, design, patent, invention, confidential information, know-how, plant variety, trade mark or other insignia of origin, and any related right.
- 1.3. **"Scheduled Intellectual Property"** means the invention(s) described in the patent application(s) set out in the schedule.

Monash Ref: 2012-0420

## **2. Assignment**

2.1 The Employee hereby acknowledges that:

2.1.1 pursuant to the law and/or an express and/or implied term in the Employee's contract of employment, all Intellectual Property created by the Employee in the course of the Employee's employment with the University vests in the University;

2.1.2 all work in respect of the Scheduled Intellectual Property was performed in the Employee's capacity as an employee of the University in the course of the Employee's employment with the University; and

2.1.3 ownership of all rights in the Scheduled Intellectual Property upon its creation vested in the University.

2.2 For the avoidance of doubt, to the extent that the Employee retains any rights in the Scheduled Intellectual Property, the Employee hereby assigns to the University all his/her rights, title and interest (if any) in and to the Scheduled Intellectual Property, including the rights, if any, to:

2.2.1 make application for and obtain patents, design registrations and/or other forms of legal protection either presently existing or arising at any time in the future anywhere in the world including claiming priority from or otherwise based upon the Scheduled Intellectual Property;

2.2.2 sue for any infringement of the Scheduled Intellectual Property rights which took place prior to the date of this Deed or which took place prior to the date of recording this Deed on a relevant register; and

2.2.3 commercialise the Scheduled Intellectual Property.

## **3. Confidentiality**

3.1 The Employee agrees to disclose all Confidential Information to the University.

3.2 The Employee acknowledges that disclosure of Confidential Information to a third party, including through publication of an academic paper, may compromise or prevent commercialisation of the Scheduled Intellectual Property.

3.3 The Employee agrees not to disclose any Confidential Information to a third party unless or until he/she receives authorisation from the University's Intellectual Property Manager.

- 3.4 The Employee acknowledges that disclosure of Confidential Information may only be authorised by the University. The University will act reasonably in all decisions it makes to refuse to authorise disclosure of Confidential Information.

#### 4. General

- 4.1. Each party to this Deed must, upon the request of the other party, do all such further things reasonably necessary to give effect to this Deed, including but not limited to executing further documents prepared at the expense of the University.
- 4.2. This Deed shall be governed by and construed according to the laws of the State of Victoria, Australia and the parties agree to submit to the jurisdiction of the courts of Victoria and courts of appeal therefrom.
- 4.3. This Deed is effective on the date it is signed by the Employee.

#### Schedule

File Ref	Application / Registration Number	Country	Title
2012-014-01	2012903643	Australia	Graphene-based materials

Monash Ref: 2012-0420

**EXECUTED AS A DEED:**

**SIGNED SEALED AND DELIVERED**

by Dan Li

on 29<sup>th</sup>, April 2013

in the presence of:

*[Handwritten Signature]*

Employee Signature

*[Handwritten Signature: Zhiming Tian]*

Witness Signature

*[Handwritten Name: Zhiming Tian]*

Witness Name

**SIGNED SEALED AND DELIVERED**

for and on behalf of **MONASH  
UNIVERSITY**

pursuant to Monash University Statute 8.1 -  
The seal

of the university and execution of deeds by:

*[Handwritten Signature: HAZINA M OSWALD]*

Authorised Officer

*[Handwritten Name: HAZINA M OSWALD]*

Name of Authorised Officer

*[Handwritten Date: 30/4/13]*

Date

(The Authorised Officer signing on behalf of Monash shall be either the deputy vice-chancellor (research) or his or her delegate, the pro vice-chancellor (research and research training), the pro vice-chancellor (industry, engagement and commercialisation) or the director of the research office.)

Monash Ref: 2012-0420

## DEED OF ASSIGNMENT

### BETWEEN:

Ling Qiu

of 1/108 Clayton Road, Clayton, Vic 3168, Australia

*Address*

("Student")

### AND:

Monash University  
of Wellington Road, Clayton, Victoria, 3800, Australia,  
a University and body corporate that exists pursuant to  
the Monash University Act 2009 (Vic.) ("University")

### RECITALS

- A. The Student is the/an inventor of the invention(s) described in the patent application(s) set out in the schedule (the "Scheduled Intellectual Property"), and made the invention(s) in the course of his/her candidature at the University.
- B. The Student has agreed, for the avoidance of doubt, to confirm that he/she has assigned all his/her rights (if any) in and to the Scheduled Intellectual Property to the University.
- C. If the Scheduled Intellectual Property assigned under this Deed is commercialised, net revenue received by the University will be shared with the Student according to the University Council Statement on Patent Revenue Distribution.

### IT IS AGREED:

#### 1. Definitions

- 1.1. "**Confidential Information**" means all information of a confidential nature relating to or having a connection with the Scheduled Intellectual Property which came into existence prior to the date of this Deed or is created after the date of this Deed.
- 1.2. "**Intellectual Property**" means any copyright work, circuit layout, eligible layout, design, patent, invention, confidential information, know-how, plant variety, trade mark or other insignia of origin, and any related right.
- 1.3. "**Scheduled Intellectual Property**" means the invention(s) described in the patent application(s) set out in the schedule.

Monash Ref: 2012-0421

## **2. Assignment**

2.1 The Student hereby acknowledges that pursuant to an assignment deed all rights in the Scheduled Intellectual Property were assigned from the Student to the University and vested in the University and all work in respect of the Scheduled Intellectual Property was performed in the course of the Student's candidature with the University.

2.2 For the avoidance of doubt, to the extent that the Student has not previously assigned all rights or retains any rights in the Scheduled Intellectual Property, the Student hereby assigns to the University all his/her rights, title and interest (if any), in and to the Scheduled Intellectual Property including the rights, if any, to:

2.2.1 make application for and obtain patents, design registrations and/or other forms of legal protection either presently existing or arising at any time in the future anywhere in the world including claiming priority from or otherwise based upon the Scheduled Intellectual Property;

2.2.2 sue for any infringement of the Scheduled Intellectual Property rights which took place prior to the date of this Deed or which took place prior to the date of recording this Deed on a relevant register; and

2.2.3 commercialise the Scheduled Intellectual Property.

2.3 Nothing in clause 2.1 or 2.2 effects an assignment of copyright in the Student's thesis.

## **3. Confidentiality**

3.1 The Student agrees to disclose all Confidential Information to the University.

3.2 The Student acknowledges that disclosure of Confidential Information to a third party, including through publication of an academic paper, may compromise or prevent commercialisation of the Scheduled Intellectual Property.

3.3 The Student agrees not to disclose any Confidential Information to a third party unless or until he/she receives authorisation from the University's Intellectual Property Manager.

3.4 The Student acknowledges that disclosure of Confidential Information may only be authorised by the University.

3.5 The University will act reasonably in all decisions it makes to refuse to authorise disclosure of Confidential Information.

#### 4. General

- 4.1. Each party to this Deed must, upon the request of the other party, do all such further things reasonably necessary to give effect to this Deed, including but not limited to executing further documents prepared at the expense of the University.
- 4.2. This Deed shall be governed by and construed according to the laws of the State of Victoria, Australia and the parties agree to submit to the jurisdiction of the courts of Victoria and courts of appeal therefrom.
- 4.3. This Deed is effective on the date it is signed by the Student.

#### Schedule

File Ref	Application / Registration Number	Country	Title
2012-014-01	2012903643	Australia	Graphene-based materials

Monash Ref: 2012-0421

**EXECUTED AS A DEED:**

**SIGNED SEALED AND DELIVERED**

by Ling Qiu

on 29th April 2013

in the presence of:

*Ling Qiu*

Employee Signature

*Zhiming Tran*

Witness Signature

*Zhiming Tran*

Witness Name

**SIGNED SEALED AND DELIVERED**

for and on behalf of **MONASH UNIVERSITY**

pursuant to Monash University Statute 8.1 - The seal

of the university and execution of deeds by:

*Halima Oswald*

Authorised Officer

*HALIMA OSWALD*

Name of Authorised Officer

*29/4/13*

Date

(The Authorised Officer signing on behalf of Monash shall be either the deputy vice-chancellor (research) or his or her delegate, the pro vice-chancellor (research and research training), the pro vice-chancellor (industry, engagement and commercialisation) or the director of the research office.)

Monash Ref: 2012-0421