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03/17/2015

Form PTO-1595 (Rev. 03-11)  
OMB No. 0851-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103671592

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

GRAHAM JOHN MASCULL

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 26, 2014

- Assignment
- Security Agreement
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

ELIZABETH JOCELYN MASCULL and ROGER THOMAS MASCULL

Name: as trustees of the RT & EJ MASCULL FAMILY TRUST

Internal Address:

Street Address: 7-9 Allens Road

City: Allenton, Ashburton

State:

Country: NZ

Zip:

Additional name(s) & address(es) attached?  Yes  No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

7,320,500

Additional numbers attached?  Yes  No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Andrew L. Jagenow

Internal Address: Merchant & Gould P.C

Street Address: 1601 California Street, Suite 3300

City: Denver

State: CO Zip: 80202

Phone Number: 303-357-1241

Docket Number: 00089.0003US02

Email Address: rchristensen@merchantgould.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 13-2725

Authorized User Name Andrew L. Jagenow

03/17/2015 13:27:25 7320500  
01 FC:8021 40.00 DA  
March 12, 2015  
Date

9. Signature:

/Andrew L. Jagenow/  
Signature

Andrew L. Jagenow, Atty Reg. 51,842  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, V.A. 22313-1460

**SCHEDULE  
PATENT**

Country	Amount	Title	Date Filed
USA	7,320,500	SEAT	13 December 2005

**GRAHAM JOHN MASCULL**

**ELIZABETH JOCELYN MASCULL and ROGER  
THOMAS MASCULL as trustees of the RT & EJ  
MASCULL FAMILY TRUST**

**DEED OF ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS**

**PARTIES**

**GRAHAM JOHN MASCULL**, a New Zealand citizen of 21 Highfield Road, Ambleside, East Devonport, Tasmania 7310, Australia (**Assignor**)

**ELIZABETH JOCELYN MASCULL and ROGER THOMAS MASCULL as trustees of the RT & EJ MASCULL FAMILY TRUST**, of 7-9 Aliens Road, Allenton, Ashburton (**Assignee**)

**INTRODUCTION**

- B. The Assignor acknowledges that the Assignee is or should be the legal and beneficial owner of the Intellectual Property Rights.
- C. The Assignor has agreed to assign the Intellectual Property Rights to the Assignee subject to the terms and conditions of this deed.

**COVENANTS****1. DEFINITIONS**

- 1.1 In this deed, including the Introduction, the following terms will have the following meanings:

**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, that exist or may in the future 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, that exist or may in the future 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 referred to in paragraph (a) above;
- (c) all unregistered design rights arising from the Invention; and
- (d) all semi-conductor topography or integrated circuit layout rights arising from the Invention;

**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 that exist or may in the future exist anywhere in the world and whether or not registered or registrable, including the Patent Rights, Copyright and Design Rights;

**Invention** means any and all inventions the subject of the Patent (as improved, modified, developed or amended at any time before execution of this deed by the Assignor);

**Patent** means the granted patent identified in the Schedule; and

**Patent Rights** means all patent rights in and to the Invention that exist or may in the future exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection for 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 application referred to in paragraph (a) above;
- (c) all rights conferred by any patents or similar forms of protection obtained from any applications referred to in paragraphs (a) and (b) above and
- (d) the Patent together with any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

**2. ASSIGNMENT**

2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to the Intellectual Property Rights.

2.2 **Rights of action:** The assignments effected by clause 2.1 include the assignment and transfer of:

- (a) the right to sue for damages for infringement or misuse of the Intellectual Property Rights; and
- (b) all other rights of action, powers, legal and equitable remedies, and benefits arising from ownership of the Intellectual Property Rights.

In relation to all causes of action arising before, on or after the date of this deed.

2.3 **Moral rights:** The Assignor:

- (a) waives all of the Assignor's moral rights arising from the invention throughout the world; and
- (b) consents to all uses and treatments of the invention and the Intellectual Property Rights, to the extent that the Assignor may lawfully do so.

**3. FURTHER ACTIONS**

3.1 If requested by the Assignee the Assignor will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to give effect to the assignment in this deed and to enable the Assignee to prosecute, maintain, renew, enforce and defend the Intellectual Property Rights.

*[Handwritten signatures]*

**4. GENERAL**

**4.1 Deed binding and delivered:** For the purposes of section 9 of the Property Law Act 2007, this deed:

- (a) is intended to be immediately and unconditionally binding upon the Assignor as soon as the Assignor executes and delivers this deed, whether or not the Assignee executes this deed or is required to do so for any reason; and
- (b) without limiting any other mode of delivery, will be delivered by the Assignor immediately upon the earlier of:
  - (i) physical delivery of an original form of this deed executed by the Assignor; or
  - (ii) transmission (whether by facsimile or email) of a copy of this deed executed by the Assignor,

to the Assignee or its solicitor, patent attorney, or agent.

**4.2 Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.

**4.3 Facsimile counterparts:**

- (a) This deed may be executed in any number of counterparts (including facsimile or electronically scanned copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile or electronically scanned copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

**4.4 Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

**SIGNED AS A DEED**

GRAHAM JOHN MASCULL in the presence of:

GJMascull

Signature

26.11.14

Date

**WITNESS**

Signature:

K.R.

Name:

KARL ROLFE

Address:

15 WESTBURY PL. DEWIPORT, TAS 7310

Occupation:

EQUIPMENT TECHNICIAN

SIGNED by ELIZABETH JOCELYN MASCULL as trustee of the RT & EJ MASCULL FAMILY TRUST in the presence of:

EJMascull

Signature

26.11.14

Date

**WITNESS**

Signature:

M.Maddock

Name:

Mark Maddock

Address:

4 Jacobsens Place

Occupation:

Global Supply Chain Manager

Maddock

SIGNED by ROGER THOMAS MASCULL as trustee of the RT & EJ MASCULL FAMILY TRUST in the presence of:



Signature

26-11-14

Date

WITNESS

Signature:



Name:

Mark Maddock

Address:

4 Jacobson Place

Occupation:

Global Supply Chain Manager



**SCHEDULE**  
**TRADE MARK REGISTRATIONS**

Country	Number	Trade Mark	Class
Australia	811084	GPS ; G.P.S.	20
United Kingdom	2300197	GPS ; G.P.S.	12, 20
New Zealand	649110	GPS ; G.P.S.	20
Australia	896598	MEDIFAB	20
New Zealand	650320	SHAPING BETTER LIVES THROUGH CONSISTENCY OF CARE	20
Australia	919867	KIDDIEQUIP	35
New Zealand	652959	KIDDIEQUIP	35
New Zealand	663739	EQUIP +; EQUIP PLUS; EQUIP+; EQUIPLUS	10
New Zealand	739167	TECHNOCARE	20
New Zealand	744615	TECHNOCARE	10
Australia	1107913	EQUIP EXPO	35
New Zealand	748142	EQUIP EXPO	35
New Zealand	748415	EQUIP NEWS	16
Australia	1108679	EQUIP PLUS	10
New Zealand	754461	FA-BABY ; FA-Baby	35

Confirmatory Deed of Assignment of Trade Mark Registrations

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*[Handwritten signature]*