

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3327401

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DALLAS REX JAMES	11/28/2012
JASON PAUL ROGERS	11/28/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AXIP LIMITED
<b>Street Address:</b>	156-158 FOUNDRY ROAD
<b>City:</b>	SILVERDALE
<b>State/Country:</b>	NEW ZEALAND
<b>Postal Code:</b>	0932
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14437699
<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>Phone:</b>	312-360-0080
<b>Email:</b>	lonorato@gbclaw.net
<b>Correspondent Name:</b>	GREER, BURNS & CRAIN, LTD.
<b>Address Line 1:</b>	300 S. WACKER DRIVE
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606
<b>ATTORNEY DOCKET NUMBER:</b>	1009.120717
<b>NAME OF SUBMITTER:</b>	LAWRENCE J. CRAIN
<b>SIGNATURE:</b>	/Lawrence J. Crain/
<b>DATE SIGNED:</b>	04/27/2015
<b>Total Attachments: 7</b>	
source=P67456#page1.tif	
source=P67456#page2.tif	
source=P67456#page3.tif	
source=P67456#page4.tif	
source=P67456#page5.tif	

source=P67456#page6.tif

source=P67456#page7.tif

**DEED OF ASSIGNMENT  
OF INTELLECTUAL PROPERTY RIGHTS**

**BETWEEN:** Dallas Rex James  
**AND:** Jason Paul Rogers  
**AND:** AXIP Limited

**DESCRIPTION:**  
By this Deed **Dallas Rex James** and **Jason Paul Rogers** assigns to **AXIP Limited** the *Intellectual Property Rights* relating to the *Invention*.

**James & Wells Intellectual Property**

Level 9 Ellerslie Tower  
56 Cawley Street  
Private Bag 11907  
Ellerslie  
AUCKLAND

# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

---

**BETWEEN**

Dallas Rex James of 29a Bayview Road, Browns Bay, North Harbour, Auckland, New Zealand

**AND**

Jason Paul Rogers a Australian citizen of 45 Ina Ville Drive, Newsham Park, Pukekohe 2120, New Zealand  
(together the "Assignors")

**AND**

AXIP Limited, a New Zealand company having its registered office at 156-158 Foundry Road, Silverdale 0932, New Zealand  
("Assignee")

**ON THE BASIS THAT-**

**1.0 DEFINED TERMS**

1.1. *Copyright* shall mean the property rights which exist in any *Copyright Work*.

1.2. *Copyright Work* shall mean:

1.2-1. a work of any of the types described in Section 14 of the New Zealand Copyright Act 1994; and/or

1.2-2. a work in which copyright exists; and

which relates to the *Invention*.

1.3. *Design Rights* shall mean the right to apply for a registered design relating to the *Invention* or equivalent protection in any country of the world and to claim priority under international convention from any such applications and the rights conferred by such registered designs or equivalent protection when granted.

1.4. *Intellectual Property Rights* shall mean all intellectual property rights whatsoever relating to the *Invention* including without limitation the *Patent*, the *Patent Rights*, the *Design Rights*, the *Copyright* and the *Technical Information*.

1.5. *Invention* shall mean the invention the subject of the *Patent*.

1.6. *Patent* shall mean the patent application set out in the Schedule and any patent application or letters patent claiming priority from that patent, and any letters patent granted upon any of the foregoing patent applications.

1.7. *Patent Rights* shall mean:

1.7-1. the right to apply for any patent relating to the *Invention* or equivalent protection in any country of the world and to claim priority under any



## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

---

- 5.2. The **Assignors** shall forthwith disclose to the **Assignee** all improvements in, modifications of or additions to the *Invention* devised or created by the **Assignors** while in the employ of the **Assignee** and/or under a commission for money or money's worth from the **Assignee**, and the intellectual property in all such improvements, modifications or additions will be owned by the **Assignee**.
- 5.2-1. The **Assignors** shall assign to the **Assignee** upon request all intellectual property rights relating to all improvements in, modifications of or additions to the *Invention* devised or otherwise created while in the employ and/or under a commission for money or money's worth from the **Assignee**.
- 5.3. The **Assignors** hereby waives his moral rights in relation to the *Copyright*.
- 5.4. At the request of the **Assignee**, the **Assignors** shall at **Assignee's** expense execute all documents and do all acts necessary or convenient to enable **Assignee** to:
- 5.4-1. make, prosecute or register in **Assignee's** name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the *Intellectual Property Rights*;
- 5.4-2. defend opposition proceedings in respect of any of the *Intellectual Property Rights* against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect **Assignee's** ability to exploit the *Intellectual Property Rights*;
- 5.4-3. defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the *Intellectual Property Rights*;
- 5.4-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.
- 5.5. The **Assignors** shall, at the request of the **Assignee**, and to the extent outstanding, furnish the **Assignee** with full details of and relating to the *Invention*, and the *Intellectual Property Rights* (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the *Invention* and the *Copyright Works*.
- 5.6. The **Assignors** agrees to treat as confidential all information relating to the *Invention* and the *Intellectual Property Rights* and shall not use, disclose or publish same without the express prior written consent of the **Assignee**. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the **Assignors**. The **Assignors** agrees to seek prior clearance from the **Assignee** in any case of uncertainty.

**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

**6.0 ASSIGNORS'S WARRANTIES**

**6.1. The Assignors warrants:**

**6.1-1.** There are no encumbrances or other matters affecting the **Assignors's** capacity to assign the *Invention* and/or the *Intellectual Property Rights* to the **Assignee** free of any encumbrances or interests whatsoever; and

**6.1-2.** The *Copyright Works* are the **Assignors's** original work and are not copied in whole or in part from any other work.

**7.0 GOVERNING LAW**

**7.1.** This Deed and any disputes relating to it shall be governed by and construed in all respects in accordance with the laws of New Zealand.

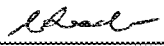
**7.2.** Each party to this Deed submits to the non-exclusive jurisdiction of the courts of New Zealand.

Executed as a Deed this 28th day of Nov 2012 by  
Dallas Rex James

  
Signature

Witnessed by:

LINDA READER  
Name

  
Signature

OFFICE ADMINISTRATOR  
Occupation

AUCKLAND NZ  
Place of Residence

**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

Executed as a Deed this 28<sup>TH</sup> day of November 2012 by  
Jason Paul Rogers

Signature [Handwritten Signature]

Witnessed by:

LYNDA READER  
Name

[Handwritten Signature]  
Signature

OFFICE ADMINISTRATOR  
Occupation

AUCKLAND, NZ  
Place of Residence

Executed as a Deed this 28<sup>TH</sup> day of Nov 2012 for and on behalf of  
AXIP Limited by its duly authorised officers\*

Dallas James  
Name  
[Handwritten Signature]  
Signature  
Managing Director  
Position

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Position

Witnessed by:

LYNDA READER  
Name

[Handwritten Signature]  
Signature

OFFICE ADMINISTRATIVE  
Occupation

AUCKLAND, NZ  
Place of Residence

- \* This Deed must be signed by:
- a) Two or more directors of the company; or
  - b) (If the company has only one director), a single director of the company and a witness; or
  - c) (If the company's constitution allows it), any other person and a witness; or
  - d) One or more persons with a power of attorney to act on the company's behalf.

Initialed by: \_\_\_\_\_  
\_\_\_\_\_



# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

## SCHEDULE

*Patent (clause 1.6):*

Title	Country	Application Number	Filing Date
A Post	New Zealand	603600	14 November 2012

Page 7 of 7

initialled by: 