## 503280783 04/27/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3327401

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DALLAS REX JAMES	11/28/2012
JASON PAUL ROGERS	11/28/2012

## **RECEIVING PARTY DATA**

Name:	AXIP LIMITED
Street Address:	156-158 FOUNDRY ROAD
City:	SILVERDALE
State/Country:	NEW ZEALAND
Postal Code:	0932

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14437699

## **CORRESPONDENCE DATA**

Fax Number:

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:** 312-360-0080

Email: lonorato@gbclaw.net

Correspondent Name: GREER, BURNS & CRAIN, LTD.

Address Line 1: 300 S. WACKER DRIVE
Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	1009.120717
NAME OF SUBMITTER:	LAWRENCE J. CRAIN
SIGNATURE:	/Lawrence J. Crain/
DATE SIGNED:	04/27/2015

**Total Attachments: 7** 

source=P67456#page1.tif

source=P67456#page2.tif

source=P67456#page3.tif

source=P67456#page4.tif

source=P67456#page5.tif

PATENT REEL: 035500 FRAME: 0361

503280783

source=P67456#page6.tif source=P67456#page7.tif

**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

**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 meant
  - **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

Page 2 of 7

Initialled by:

- international convention from any such application(s) and the rights conferred by such patents or equivalent protection when granted; and
- **1.7-2.** the rights conferred by the *Patent* including the right to claim priority under any international convention and the right conferred by such *Patent* now and when granted.
- 1.8. Technical Information shall mean all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the Invention and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.

#### 2.0 BACKGROUND

- 2.1. The Assignors devised the Invention.
- 2.2. The Assignors acknowledges that the Assignee is or should be the owner of the Intellectual Property Rights as a result of his relationship with the Assignee, and hereby agrees to assign same to the Assignee on the terms described below.

#### BY THIS DEED THE PARTIES AGREE -

#### 3.0 THE ASSIGNMENT

- **3.1.** The **Assignors** hereby assigns all his right, title and interest in and to the *Intellectual Property Rights* to the **Assignee**.
- **3.2.** The assignment will take effect on the date this Deed is fully executed by the **Assignors** or on the date the first patent application relating to the *Invention* is filed in the name of one or more of the parties, whichever is the earlier lawful date.

## 4.0 CONSIDERATION

- 4.1. In consideration for the assignment detailed in clause 3.1, the Assignee will pay to the Assignors upon execution of this Deed the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is acknowledged by the Assignors.
- **4.2.** Any and all rights of the **Assignors** with respect to the *Invention* and *Intellectual Property Rights* will pass to the **Assignee** upon the effective date of this Deed.

## 5.0 ASSIGNORS' OBLIGATIONS

5.1. The Assignors undertakes to (at the Assignee's cost) execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the Assignee for vesting absolutely all their right, title and interest to the Intellectual Property Rights in favour of the Assignee, and for conferring on the Assignee the right to take action against any third party who copies the Invention or infringes the Intellectual Property Rights.

Initialled by:

- 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.

Page 4 of 7

## 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 284 ( day of //o C Dallas Rex James	/ 2012 by
Signature .	
Witnessed by:	
Name READER	
Signature	
Occupation Occupation	7-70R
Place of Residence	

	Page 5 of 7
Initialled by:	
	***************************************

Executed as a Deed Jason Paul Rogers	this 28 77 day of November 2012 by
Jason Faul Rogers	
A Commence	
	· · · · · · · · · · · · · · · · · · ·
Signature (	
Witnessed by:	f
	Name
	Andrew Control of the Control
	Signature
	OFFICE ADMINISTRATOR
	Occupation
	ANCKLOWING Nº 2
	Place of Residence
Executed as a Deed  AXIP Limited by its	I this $2sH$ day of $M_{oV}$ 2012 for and on behalf of duly authorised officers*
man Al min	
~ 11	
-01 (las Jo	cm65
<u>-21 (a5 Jo</u> Jame	Name
	Name
2 <i>006</i> ( )	Name Signature
0.00 ( )	Signature
Signature  Managen	Signature Vice da
Signature  Managen	Signature
Signature Signature Position	Signature Vice da
Signature Position	Signature  Vice Lar  Position
Signature Position	Signature  Vice Lar  Position
Signature Position	Signature  Position  Formation  Agron Remove Name
Signature Position	Signature  Signature  Position  Form  Lynan Lenner  Name
Signature Position	Signature  Position  Formation  Agron Remove Name
Signature Position	Signature  Position  Fosition  Agron Lemour  Name  Elect  Signature  Office Administration
Signature  Position	Signature  Signature  Position  Form  Lynan Lenner  Name
Signature Position	Signature  Position  Fosition  Fosition  Fosition  Fosition  Formation  Signature  Formation  Formation  Formation  Formation  Formation
Position Control	Signature  Position  Fosition  Fosition  Fosition  Fosition  Formation  Signature  Formation  Formation  Formation  Formation  Formation
Signature  Position  Witnessed by:	Signature  Position  Figure  Formation  Signature  Occupation  Auciciano NZ  Place of Residence
This Deed must be sig Two or more direct (If the company had) (If the company's c	Signature  Position  Figure  Formation  Signature  Occupation  Auciciano NZ  Place of Residence

## 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:

PATENT REEL: 035500 FRAME: 0369

**RECORDED: 04/27/2015**