

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3391805

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
NAUTILUS MINERALS PACIFIC PTY LTD	12/11/2014

RECEIVING PARTY DATA

Name:	NAUTILUS MINERALS NIUGINI LIMITED
Street Address:	LEVEL 1 DELOITTE TOWER
Internal Address:	DOUGLAS STREET
City:	PORT MORESBY
State/Country:	PAPUA NEW GUINEA
Postal Code:	111
Name:	TECHNIP FRANCE SA
Street Address:	F-92973 PARIS LA DEFENSE CEDEX
Internal Address:	LA DEFENSE 12
City:	PARIS
State/Country:	FRANCE
Postal Code:	92973

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	14125946
Application Number:	14367750

CORRESPONDENCE DATA

Fax Number: (312)913-0002

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: 3129130001

Email: DOCKETING@MBHB.COM

Correspondent Name: MCDONNELL BOEHNEN HULBERT & BERGHOFF LLP

Address Line 1: 300 SOUTH WACKER DRIVE

Address Line 2: 32ND FLOOR

Address Line 4: CHICAGO, ILLINOIS 60606

NAME OF SUBMITTER:	NICOLE E. REIFMAN
SIGNATURE:	/Nicole E. Reifman/
DATE SIGNED:	06/10/2015
Total Attachments: 9 source=Assig_Deed_between_N_Technip#page1.tif source=Assig_Deed_between_N_Technip#page2.tif source=Assig_Deed_between_N_Technip#page3.tif source=Assig_Deed_between_N_Technip#page4.tif source=Assig_Deed_between_N_Technip#page5.tif source=Assig_Deed_between_N_Technip#page6.tif source=Assig_Deed_between_N_Technip#page7.tif source=Assig_Deed_between_N_Technip#page8.tif source=Assig_Deed_between_N_Technip#page9.tif	



Fisher
Adams
Kelly

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DEED OF ASSIGNMENT

Between: NAUTILUS MINERALS PACIFIC PTY LTD
Level 7, 303 Coronation Drive, Milton, Queensland 4064, Australia
("Nautilus")

And: NAUTILUS MINERALS NIUGINI LIMITED
Level 1 Deloitte Tower, Douglas Street, Port Moresby, Papua New
Guinea ("Nautilus Niugini")

And: TECHNIP FRANCE SA,
La Defense 12, F-92973 Paris La Defense Cedex, France
("Technip")

Handwritten initials or signature.

This Deed of Assignment is made effective on 11 December 2014.

BACKGROUND

- A. Nautilus is the applicant in respect of the Patent Applications and Nautilus and/or Nautilus Niugini owns the remainder of the Intellectual Property.
- B. The Nautilus Parties and Technip have been in dispute in relation to the ownership, validity and/or infringing nature of the Intellectual Property.
- C. To finally settle this existing dispute and to avoid any future disputes, the Nautilus Parties wishes to assign half of their respective right, title and interest in and to the Intellectual Property, including any legal and beneficial ownership thereof, to Technip.
- D. For the avoidance of doubt, by this Deed it is the intention of the Nautilus Parties and Technip that the Nautilus Parties (on the one hand) and Technip (on the other hand) will each own an equal and undivided share in and to the Intellectual Property.

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DEED OF ASSIGNMENT

AGREED TERMS

Definitions and Interpretation

The following words have these meanings in this Deed:

"332 Intellectual Property" means the 332 Patent Applications and the 332 Invention, as well as any other intellectual property related to the 332 Invention including any copyright and designs.

"332 Invention" means the invention(s) the subject of the patent applications listed in Schedule 2.

"332 Patent Applications" means the patent applications listed in Schedule 2.

"696 Intellectual Property" means the 696 Patent Applications and the 696 Invention, as well as any other intellectual property related to the 696 Invention including any copyright and designs.

"696 Invention" means the invention(s) the subject of the patent applications listed in Schedule 1.

"696 Patent Applications" means the patent applications listed in Schedule 1.

"Intellectual Property" means the 332 Intellectual Property and the 696 Intellectual Property.



"Inventions" means the 332 Invention and the 696 Invention.

"Nautilus Parties" means Nautilus and Nautilus Niugini.

"Patent Applications" means the 332 Patent Applications and the 696 Patent Applications.

"Project" means the mining development known as the "Solwara 1 Project" undertaken in connection with Papua New Guinea mining lease number 154.

OPERATIVE PROVISIONS

THIS DEED WITNESSES: pursuant to the foregoing it is hereby agreed between the parties as follows:

1. In consideration for the sum of ten dollars (\$10.00) paid to the Nautilus Parties on behalf of Technip, the sufficiency of which is hereby acknowledged, each of the Nautilus Parties hereby assigns to Technip half of its entire right, title and interest in and to the Intellectual Property and the legal and beneficial ownership thereof, including without limitation:
 - 1.1. half of its entire right, title and interest in Australian patent number 2011902372 including the right to claim Convention priority from it, and half of its entire right, title and interest to any patent granted pursuant to the 696 Intellectual Property in all countries of the world;
 - 1.2. half of its entire right, title and interest in Patent Co-operation Treaty patent application number PCT/AU2012/01332 including the right to claim Convention priority from it, and half of its entire right, title and interest to any patent granted pursuant to the 332 Intellectual Property in all countries of the world;
 - 1.3. the right in conjunction with the Nautilus Parties (in accordance with clause 3 below), to protect the Intellectual Property from infringement and to defend the Intellectual Property, including with respect to any infringement of the Intellectual Property that occurred prior to the date of this Deed.
2. Within a reasonable time of executing this Deed, the Nautilus Parties must register the assignment of the Patent Applications with the patent office to which each respective Patent Application relates, the cost of the foregoing to be the sole responsibility of the Nautilus Parties.
3. Within a reasonable time of executing this Deed, the parties must jointly appoint a patent attorney firm of good repute to do all acts and execute all documents necessary or desirable for:

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Melbourne
Level 3, 281 La Trobe St, Melbourne VIC 3000
GPO Box 12319, Law Courts, Melbourne VIC 3000
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3.1. obtaining and securing for the Intellectual Property any patent and corresponding protection in all countries of the world including without limitation (in the case of the 696 Invention) Australia and the United States of America; and

3.2. protecting the Intellectual Property from infringement or defending the Intellectual Property,

the cost of the foregoing to be shared equally between the Nautilus Parties (on the one hand) and Technip (on the other hand).

4. Each of the Nautilus Parties hereby irrevocably consents to Technip (or any assignee from Technip or from any subsequent assignee) exercising and exploiting the Intellectual Property (including without limitation the granting of licences – with rights to sub-license – with respect to the Intellectual Property or any part thereof) in any manner, for any purpose and in any jurisdiction which Technip thinks fit including the sale and supply of any material obtained by using any of the Inventions; and each of the Nautilus Parties further irrevocably consents to any licensee or sub-licensee of any of the foregoing entities exercising and exploiting the Intellectual Property including by the granting of sub-licences.

5. Each of the Nautilus Parties undertakes not to challenge the registration of the Patent Applications or the validity of, or the right of Technip to exploit, the Intellectual Property.

6. Technip hereby irrevocably consents to each of Nautilus and Nautilus Niugini (or any assignee from Nautilus or Nautilus Niugini or from any subsequent assignee) exercising and exploiting the Intellectual Property (including without limitation the granting of licences – with rights to sub-license – with respect to the Intellectual Property or any part thereof) in any manner, for any purpose and in any jurisdiction which Nautilus or Nautilus Niugini thinks fit including the sale and supply of any material obtained by using any of the Inventions; and Technip further irrevocably consents to any licensee or sub-licensee of any of the foregoing entities exercising and exploiting the Intellectual Property including by the granting of sub-licences.

7. Technip undertakes not to challenge the registration of the Patent Applications or the validity of, or the right of the Nautilus Parties to exploit, the Intellectual Property.

8. The parties hereby undertake, at the reasonable request of another party, to do anything necessary or desirable (including executing agreements and documents) to give full effect to this deed and the transactions and consents contemplated by it, including to further assure the title of the other party to their interests in the Intellectual Property.

9. Subject to clause 10 and the assignments in clause 1, each of the Nautilus Parties warrants that as at the date of this Deed, one or both of the Nautilus Parties is the owner of the Intellectual Property, that there is

no lien or encumbrance restricting its ability to assign its respective portion of the Intellectual Property in accordance with this deed, and that it has not granted a licence with respect to its respective portion of the Intellectual Property to any third party.

10. The warranties contained in clause 9 do not apply to any dealing or licence granted with respect to the Intellectual Property by either of the Nautilus Parties in connection with the Project.

11. No variation of this Deed will be of any force or effect unless it is in writing and signed by the parties.

12. This Deed is governed by the laws of England. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

13. Each of the parties warrants:

13.1. that the name, details of the incorporation (as applicable) and address of the party are correctly stated herein; and

13.2. its power to enter into this Deed.

14. This Deed will be binding on, and enure for the benefit of, each of the parties and their respective successors in title and permitted assigns.

15. This Deed may be executed in counterparts. All counterparts together will be taken to constitute one instrument.

16. If any provision in this Deed shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion, qualification or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties. To the extent it is not possible to delete, qualify or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Deed and the legality, validity and enforceability of the remainder of this Deed shall, subject to any deletion, qualification or modification made, not be affected.



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SCHEDULE 1

Official No.	Title	Country	Application Date
2011902372	APPARATUS AND METHOD FOR SEAFLOOR STOCKPILING	Australia	17 June 2011
PCT/AU2012/000696	APPARATUS AND METHOD FOR SEAFLOOR STOCKPILING	Patent Co-operation Treaty (PCT)	15 June 2012
1114	APPARATUS AND METHOD FOR SEAFLOOR STOCKPILING	Fiji	9 July 2012
TO/P/12/00017	APPARATUS AND METHOD FOR SEAFLOOR STOCKPILING	Tonga	15 June 2012
2012269738	APPARATUS AND METHOD FOR SEAFLOOR STOCKPILING	Australia	15 June 2012
201280029916.9	APPARATUS AND METHOD FOR SEAFLOOR STOCKPILING	China	15 June 2012
12800771.3	APPARATUS AND METHOD FOR SEAFLOOR STOCKPILING	Europe	15 June 2012
Not presently available	APPARATUS AND METHOD FOR SEAFLOOR STOCKPILING	Japan	15 June 2012
10-2013-7031088	APPARATUS AND METHOD FOR SEAFLOOR STOCKPILING	Republic of Korea	15 June 2012
PG/P/2014/0003	APPARATUS AND METHOD FOR SEAFLOOR STOCKPILING	Papua New Guinea	15 June 2012
14/125946	APPARATUS AND METHOD FOR SEAFLOOR STOCKPILING	United States of America	15 June 2012



DEED OF ASSIGNMENT
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SCHEDULE 2

Official No.	Title	Country	Application Date
PCT/AU2012/01332	A DISCONNECTABLE METHOD AND SYSTEM FOR SEAFLOOR MINING	Patent Co-operation Treaty (PCT)	31 October 2012
TO/P/12/00019	A DISCONNECTABLE METHOD AND SYSTEM FOR SEAFLOOR MINING	Tonga	[*]
1111	A DISCONNECTABLE METHOD AND SYSTEM FOR SEAFLOOR MINING	Fiji	[*]



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EXECUTION

Executed as a Deed

Executed by **NAUTILUS MINERALS
PACIFIC PTY LTD** (ACN 119 298 289)

on this day of
in accordance with Section 127
of the *Corporations Act* in the presence of:

Signature of witness

Name of witness (print)

The common seal of **NAUTILUS
MINERALS NIUGINI LIMITED** was affixed
in the presence of

Director Signature

Print Name

Director

Director or Secretary

Director / Secretary
Signature

Print Name

Executed by and on behalf of **TECHNIP
FRANCE SA** by:

on this day of

Signature of witness

Name of witness (print)

Name: *Nicoletta Giadrossi*

Capacity:

President Region A.

Brisbane
Level 20, 12 Creek St, Brisbane QLD 4000
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DEED OF ASSIGNMENT

EXECUTION

Executed as a Deed

Executed by **NAUTILUS MINERALS
PACIFIC PTY LTD** (ACN 119 298 289)

on this day of
in accordance with Section 127
of the *Corporations Act* in the presence of:

Signature of witness

Name of witness (print)

The common seal of **NAUTILUS
MINERALS NIUGINI LIMITED** was affixed
in the presence of

Director Signature

Print Name

Executed by and on behalf of **TECHNIP
FRANCE SA** by:

on this day of

Signature of witness

Name of witness (print)

Director

Director or Secretary

Director / Secretary
Signature

Print Name

Name:

Capacity:

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