

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3399413

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	05/18/2015	
CONVEYING PARTY DATA		
	Name	Execution Date
	TECHNOLOGY INVESTMENT COMPANY PTY LTD ACN 103 299 289	05/18/2015
RECEIVING PARTY DATA		
Name:	SHIP DYNAMICS GROUP PTY LTD ACN 133 357 936 (IN LIQUIDATION)	
Street Address:	C/- MELSOM ROBSON 143 EDWARD STREET	
City:	PERTH	
State/Country:	AUSTRALIA	
Postal Code:	6000	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8555734
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Phone:	+61408366833	
Email:	sgethin@premierlegal.com.au	
Correspondent Name:	STEPHEN GETHIN	
Address Line 1:	LEVEL 2, 23 VENTNOR AVENUE	
Address Line 4:	WEST PERTH, AUSTRALIA 6065	
NAME OF SUBMITTER:	STEPHEN GETHIN	
SIGNATURE:	/Stephen Gethin/	
DATE SIGNED:	06/16/2015	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 9		
source=20150520 Patent transfer EXECUTED#page1.tif		
source=20150520 Patent transfer EXECUTED#page2.tif		
source=20150520 Patent transfer EXECUTED#page3.tif		
source=20150520 Patent transfer EXECUTED#page4.tif		
source=20150520 Patent transfer EXECUTED#page5.tif		

source=20150520 Patent transfer EXECUTED#page6.tif

source=20150520 Patent transfer EXECUTED#page7.tif

source=20150520 Patent transfer EXECUTED#page8.tif

source=20150520 Patent transfer EXECUTED#page9.tif

Patent Assignment Deed

Technology Investment Company Pty Ltd (A.C.N. 103 299
289) (Assignor)

Ship Dynamics Group Pty Ltd (in liquidation) (A.C.N. 133
357 936) (Assignee)

PREMIER LEGAL
— AUSTRALIA —

(ABN 56 016 344 256)
Tel: 08 9214 9725
info@premierlegal.com.au

Contents

1.	Defined Terms and Interpretation	2
1.2	Interpretation	3
1.3	Headings	3
2.	Assignment	3
2.1	Assignment	3
2.2	Trust	4
2.3	Transfers to end buyers	4
2.4	Further Assurances	4
3.	Warranties	4
3.1	Warranties	4
4.	Notices and other communications	4
4.1	Service of notices	4
4.2	Effective on receipt	5
5.	Miscellaneous	5
5.1	Alterations	5
5.2	Counterparts	5
5.3	Merger	5
5.4	Entire agreement	5
5.5	Severability	5
5.6	Waiver	5
5.7	Relationship	5
5.8	Governing law and jurisdiction	5
Schedule 1	- Patents	7
Signing page		8

1. Defined Terms and Interpretation

Details

Date

18 May 2015

Parties

Name Technology Investment Company Pty Ltd (A.C.N. 103 299 289)
(Assignor)

Notice details

Address 57 Simpson Street, Ardross, Western Australia 6153
Email ross@rosshannah.com; john360@westnet.com.au
Facsimile N/A

Name Ship Dynamics Group Pty Ltd (in liquidation) (A.C.N. 133 357 936)
(Assignee)

Notice details

Address C/- Melsom Robson, 143 Edward Street, Perth, Western Australia 6000
Email everge@fitsolutions.com.au
Facsimile 08 6242 0710

Background

- A. The Assignor is a wholly owned subsidiary of the Assignee.
- B. The Assignor has determined to transfer the Patents to the Assignee by way of a return of capital on the Assignee's shares in the Assignor.

Agreed terms

1. Defined Terms and Interpretation

"Patent Office" means any government or government body in any country or any subdivision of any country responsible for registering patents in that country or subdivision.

"Patents" means:

- (a) Australian patent number 20066284523 (the Australian Patent);
 - (b) the equivalent in any other country of the Australian Patent held by the Assignor;
- and

2. Assignment

- (c) any application for a patent in any other country where the patent would be, if granted, the equivalent of the Australian Patent where the application was being prosecuted in the name of or on behalf of the Assignor; and
- (d) any patent subsequently granted in relation to an application referred to in paragraph (c) of this definition,

including the Patents listed in the Schedule.

1.2 Interpretation

In this Deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause or paragraph is to a clause or paragraph of this Deed;
- (d) a reference to time is to Perth, Western Australia time;
- (e) a reference to a party is to a party to this Deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (f) a reference to a statute includes all amendments for the time being in force and any other statute enacted in substitution for, and the regulations, by-laws or other orders for the time being made under, that statute;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (i) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them severally;
- (j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Deed or any part of it;
- (k) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- (l) if this document has been executed as a deed it is a deed, regardless of the fact that it may refer to itself in one or more places as an "agreement".

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Assignment

2.1 Assignment

The Assignor assigns its legal and beneficial title to and interest in the Patents to the Assignee.

3. Warranties

2.2 Trust

During any period after the execution of this deed until the relevant Patent Office has registered the Assignee as the new owner of the Patent for which that Patent Office has jurisdiction, the Assignor holds its rights as registered owner of that Patent on bare trust for the Assignee, absolutely.

2.3 Transfers to end buyers

- (a) The Assignee may sell any one or more of the Patents. Any person to whom the Assignee agrees to sell any one or more of the Patents is referred to, in relation to the relevant Patent, as the Sub-Assignee.
- (b) If the Assignee enters an agreement to sell any one or more of the Patents the Assignee may dispense with the requirement for the Assignor to register the transfer of that Patent to the Assignee at the relevant Patent Office, and may instead by Notice require the Assignor to use reasonable efforts to cause the relevant Patent Office to register the transfer of that Patent directly from the Assignor to the Sub-Assignee.
- (c) The Assignor must comply with any direction under clause 2.3(b).
- (d) Compliance with any direction under clause 2.3(b) does not affect the legal character of the transaction as being:
 - (i) firstly, a transfer of the relevant Patent from the Assignor to the Assignee; and
 - (ii) secondly, a transfer of the relevant Patent from the Assignee to the Sub-Assignee.

2.4 Further Assurances

The Assignor will at the request of the Assignees do any thing and sign any document reasonably requested by the Assignee for the purposes of perfecting the assignments of the Patents, including signing or executing any letter, deed, application or form required as evidence of the Assignment by any Patent Office.

3. Warranties

3.1 Warranties

The Assignor warrants that it has good title to the Patents and that they are free from any encumbrances or rights of third parties.

4. Notices and other communications

4.1 Service of notices

A notice, demand, consent, approval or communication under this Deed (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or email to the recipient's address or email address specified in the Details, as varied by any Notice given by the recipient to the sender.

5. Miscellaneous

4.2 Effective on receipt

A Notice given in accordance with clause 4.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by email, when it is sent, unless the sender's email system generates or receives a notice that the email was not sent (but disregarding such a notice that results from the intended recipient not keeping its email address operational except for temporary outages in the normal course),

but if the delivery, receipt or sending is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

5. Miscellaneous

5.1 Alterations

This Deed may be altered only in writing signed by each party.

5.2 Counterparts

This Deed may be executed in counterparts. All executed counterparts constitute one document.

5.3 Merger

The rights and obligations of the parties under this Deed merge, separately in respect of each Patent, on the registration by the relevant cap patent Office of the transfer of the relevant cap patent.

5.4 Entire agreement

This Deed constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

5.5 Severability

A term or part of a term of this Deed that is illegal or unenforceable may be severed from this Deed and the remaining terms or parts of the terms of this Deed continue in force.

5.6 Waiver

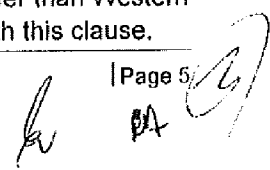
A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

5.7 Relationship

This Deed does not create a relationship of employment, trust, agency or partnership between the parties.

5.8 Governing law and jurisdiction

- (a) This Deed is governed by the law in force in Western Australia, other than Western Australian choice of law rules to the extent they are inconsistent with this clause.



5. Miscellaneous


- (b) The parties submit to the exclusive jurisdiction of the courts of Western Australia and of the federal courts of Australia over all disputes arising out of or out of or in connection with this Deed.
- (c) Any proceeding arising out of or in connection with this Deed commenced in any Federal court of Australia must be commenced and continued in the Western Australian Registry of that court, except to the extent that that court has power to determine otherwise, and so determines, despite this clause.

Schedule 1 - Patents


Country	Title	Application No.	Status
Australia	Stabilising Means	2006284523	Registered
China	Stabilising Means	200680038420.2	Registered
India	Stabilising Means	886/CHENP/2008	Registered
Japan	Stabilising Means	2008-527266	Registered
USA	Stabilising Means	12/064,253	Registered
France	Stabilising Means	06774847.5	Registered
Germany	Stabilising Means	06774847.5	Registered
Italy	Stabilising Means	06774847.5	Registered
Netherlands	Stabilising Means	06774847.5	Registered
Spain	Stabilising Means	06774847.5	Registered
Turkey	Stabilising Means	06774847.5	Registered
United Kingdom	Stabilising Means	06774847.5	Registered
Norway	Stabilising Means	06774847.5	Closed

Signing page

Executed by Technology Investment
Company Pty Ltd (A.C.N. 103 299 289)
under s127 of the Corporations Act 2001
(Cth)


 ←
Director

John Clegg
Name of Director

 ←
Director/Secretary

Ross Hannah
Name of Director/Secretary

Executed by Ship Dynamics Group Pty
Ltd (A.C.N. 133 357 936) (In liquidation)
under s127 of the Corporations Act 2001
(Cth)

 ←
Evan Verge
Liquidator