

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3432324

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	123
CONVEYING PARTY DATA	
Name	Execution Date
NAUTILUS MINERALS PACIFIC PTY LTD	12/11/2014
SOIL MACHINE DYNAMICS LTD	12/11/2014
RECEIVING PARTY DATA	
Name:	EDA KOPA (SOLWARA) LIMITED
Street Address:	SECTION 45, SIR HUBERT MURRAY HIGHWAY
Internal Address:	LEVEL 3, PETROMIN HAUS, LOT 4
City:	PORT MORESBY
State/Country:	PAPUA NEW GUINEA
Postal Code:	111
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13805223
Application Number:	13805188
CORRESPONDENCE DATA	
Fax Number:	(312)913-0002
<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:	3129130001
Email:	docketing@mbhb.com
Correspondent Name:	MCDONNELL BOEHNNEN 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:	07/09/2015
Total Attachments: 10	
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Nautilus Minerals Pacific Pty Ltd

Soil Machine Dynamics Ltd

Eda Kopa (Solwara) Limited

Confirmatory Deed of Assignment of Patents

The Allens contact for this document is Vaughan Mills

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This Deed is made on 11 December 2013

Parties

- 1 **Nautilus Minerals Pacific Pty Ltd** ACN 119 298 289 incorporated in Australia of Level 7, 303 Coronation Drive, Milton, QLD 4064, Australia (*Nautilus Pacific*).
- 2 **Soil Machine Dynamics Ltd** incorporated in United Kingdom of Turbinia Works, Davy Bank, Wallsend Tyne & Wear NE286UZ, United Kingdom (*SMD*).
- 3 **Eda Kopa (Solwara) Limited** (Company No. 1-77936) incorporated in Papua New Guinea of Level 3, Petromin Haus, Lot 4, Section 45, Sir Hubert Murray Highway, National Capital District, Port Moresby, Papua New Guinea (*Eda Kopa*).

Recitals

- A Nautilus Pacific and SMD are the co-owners of the Patents (as defined in clause 1.1 of this deed).
- B Nautilus Pacific has assigned to Eda Kopa an undivided 15% share as a tenant in common of Nautilus Pacific's interest in the Patents pursuant to the Intellectual Property Deed.
- C SMD has consented to the above assignment by way of the Intellectual Property Licence and Consent Deed.
- D This deed has been created to record the assignment of the interest in the Patents described above on the relevant patent registers throughout the world.

It is agreed as follows.

1 Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

- (a) **Patents** means the patents and patent applications listed in the Schedule and any patent application filed claiming priority therefrom, or letters patent granted on any such application anywhere in the world.
- (b) **Intellectual Property Deed** means the deed entered into between Nautilus Pacific, Nautilus Minerals Niugini Limited, and Eda Kopa dated on or about the date of this deed.
- (c) **Intellectual Property Licence and Consent Deed** means the deed entered into between Nautilus Minerals Niugini Limited, Nautilus Pacific, and SMD dated on or about the date of this deed.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural and conversely.
- (b) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (c) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.

- (d) A reference to a *clause, schedule or annexure* is a reference to a clause of, or schedule or annexure to, this Agreement.
- (e) A reference to an *agreement or document* (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- (f) A reference to *writing* includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (g) A reference to a *party* to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) A reference to any *legislation* is to legislation of the State.
- (i) A reference to *legislation* or to a *provision of legislation* includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (j) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (k) A reference to an *asset* includes any real or personal, present or future, tangible or intangible property or asset (including Intellectual Property Rights) and any right, interest, revenue or benefit in, under or derived from the property or asset.
- (l) Mentioning anything after *includes, including, for example, or similar expressions*, does not limit what else might be included.
- (m) A reference to *conduct* includes any omission and any statement or undertaking, whether or not in writing.
- (n) Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it.
- (o) A *month* means a calendar month.
- (p) A reference to time is to the time in Port Moresby, Papua New Guinea.
- (q) If any *time period* referred to in this Agreement expires on a day other than a Business Day, then that period will be taken to be extended to the first Business Day after that day.
- (r) A reference to \$, USD or dollars is a reference to the United States of America currency.

2 Confirmation of assignment

Nautilus Pacific confirms and Eda Kopa acknowledges that Nautilus Pacific has assigned an undivided 15% share as a tenant in common of Nautilus Pacific's rights, title and interest in the Patents to Eda Kopa pursuant to the Intellectual Property Deed as at the date of this deed.

3 Consent

SMD confirms its consent to the assignment referred to in the Intellectual Property Deed as confirmed above at clause 2.

4 Legal costs

Each party must pay its own legal costs and disbursements connected to entry into this deed.

5 Counterparts

This deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

6 Governing law

This deed is governed by the laws of the Independent State of Papua New Guinea.

Executed and delivered as a Deed

Executed as a deed in accordance with
section 127 of the Corporations Act 2001 by
Nautilus Minerals Pacific Pty Ltd

Director Signature

M. D. Johnston

Print Name

Director/Secretary Signature

KAREN HAUFLE

Print Name

Executed as a deed for and on behalf of
Soil Machine Dynamics Ltd in the
presence of:

Director Signature

Print Name

Director/Secretary Signature

Print Name

THE COMMON SEAL of
EDA KOPA (SOLWARA) LIMITED
was hereunto affixed by
authority of its Board of
Directors in the presence of:

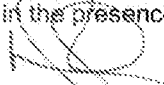
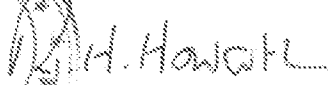
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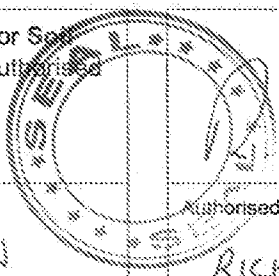
Director

Director/Company Secretary

Executed and delivered as a Deed.

Signed, sealed and delivered for Nautilus Minerals Pacific Pty Ltd by its authorised officer in the presence of:	
Witness Signature	Authorised Officer Signature
Print name	Print name

Signed, sealed and delivered for Solwave Machine Dynamics Ltd by its authorised officer in the presence of:	
Witness Signature 	Authorised Officer Signature 
NICOLA O'RIORDAN	RICHARD HAWARTH
Print name	Print name



Signed, sealed and delivered for Eda Kopa (Solwara) Limited by its authorised officer in the presence of:	
Witness Signature	Authorised Officer Signature
Print name	Print name

Executed and delivered as a Deed

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
Nautilus Minerals Pacific Pty Ltd:

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed as a deed for and on behalf of
Soil Machine Dynamics Ltd in the
presence of:

Director Signature

Director/Secretary Signature

Print Name

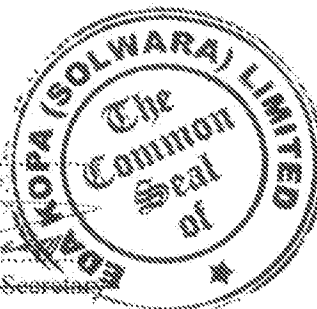
Print Name

THE COMMON SEAL of
EDA KOPA (SOLWARA) LIMITED
was hereunto affixed by
authority of its Board of
Directors in the presence of:

)
)
)
)
)

Director

Director/Company Secretary



Schedule - Patents

No.	Patent Application No.	Patent Title	Owners	Nautilus Pacific % Ownership
1	International Publication No. WO/2011/156865	Method and apparatus for auxiliary seafloor mining	Nautilus Pacific / SMD	50%
2	Australian Patent Application No 2011267842	Method and apparatus for auxiliary seafloor mining	Nautilus Pacific / SMD	50%
3	China Patent Application No 201180030192.5	Method and apparatus for auxiliary seafloor mining	Nautilus Pacific / SMD	50%
4	European Patent Application No 11794958.6	Method and apparatus for auxiliary seafloor mining	Nautilus Pacific / SMD	50%
5	Japan Patent Application No 2013-514495	Method and apparatus for auxiliary seafloor mining	Nautilus Pacific / SMD	50%
6	Papua New Guinea Patent Application No	Method and apparatus for auxiliary seafloor mining	Nautilus Pacific / SMD	50%
7	South Korea Patent Application No 10-2013-7001446	Method and apparatus for auxiliary seafloor mining	Nautilus Pacific / SMD	50%
8	United States Patent Application No	Method and apparatus for auxiliary seafloor mining	Nautilus Pacific / SMD	50%
9	International Publication No. WO/2011/156866	Method and apparatus for bulk seafloor mining	Nautilus Pacific / SMD	50%
10	Australian Patent Application No 2011267843	Method and apparatus for bulk seafloor mining	Nautilus Pacific / SMD	50%

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No.	Patent Application No.	Patent Title	Owners	Nautilus Pacific % Ownership
11	China Patent Application No 201180030178.5	Method and apparatus for bulk seafloor mining	Nautilus Pacific / SMD	50%
12	European Patent Application No 11794959.4	Method and apparatus for bulk seafloor mining	Nautilus Pacific / SMD	50%
13	Japan Patent Application No 2013-514496	Method and apparatus for bulk seafloor mining	Nautilus Pacific / SMD	50%
14	South Korea Patent Application No 10-2013-7001444	Method and apparatus for bulk seafloor mining	Nautilus Pacific / SMD	50%
15	Papua New Guinea Patent Application No	Method and apparatus for bulk seafloor mining	Nautilus Pacific / SMD	50%
16	United States Patent Application No 13/805188	Method and apparatus for bulk seafloor mining	Nautilus Pacific / SMD	50%

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