

## PATENT ASSIGNMENT COVER SHEET

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<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	DR. CHAMIL LAKSHAN JAYASUNDARA	09/28/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	THE UNIVERSITY OF MELBOURNE	
<b>Street Address:</b>	PARKVILLE, VICTORIA	
<b>City:</b>	MELBOURNE	
<b>State/Country:</b>	AUSTRALIA	
<b>Postal Code:</b>	3010	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13689889
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(512)327-5575	
<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>		
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<b>ATTORNEY DOCKET NUMBER:</b>	2012-0574	
<b>NAME OF SUBMITTER:</b>	PAMELA S. POLNICK	
<b>SIGNATURE:</b>	/Pamela S. Polnick/	
<b>DATE SIGNED:</b>	10/09/2015	
<b>Total Attachments: 10</b>		
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## DEED OF ASSIGNMENT

THIS DEED is executed on the 8<sup>th</sup> day of October 2015

### BETWEEN

THE UNIVERSITY OF MELBOURNE (ABN 84 002 706 224) a body politic and corporate established in 1853 and constituted under the *University of Melbourne Act 2009 (Vic)* of Melbourne, Vic, 3010

(University)

### AND

Dr. Chamil Lakshan Jayasundara

U3, 34-36 Cornwall Road, Pascoe Vale, Victoria, 3044, Australia

E-mail address: [chamillj@unimelb.edu.au](mailto:chamillj@unimelb.edu.au)

(Assignor)

### RECITALS

- A. The Assignor has contributed to the development of the Technology as a Student.
- B. The Assignor wishes to assign to the University all of the Assignor's rights, interest and title in the Intellectual Property Rights subsisting in the Technology.
- C. The University and the Assignor wish to record their understanding in accordance with this Deed.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

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#### 1.1 In this Deed:

**Claim** means any claim, demand, action or proceeding of any nature however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

**Commercialise**, in relation to the Technology, means:

- (a) to use, manufacture, sell, hire, promote, import, or otherwise exploit a Product or to provide a service utilising any part of the Technology;
- (b) to use or disclose any Technical Information and other confidential information comprised in the Technology;
- (c) in respect of a copyright work or other subject matter in which copyright subsists, to exercise any of the rights of a copyright owner in relation to any work or other subject matter comprised in the Technology; or
- (d) to conduct clinical trials or any other research, development and testing required to establish commercial viability of a Product;

Including licensing any person to do any of the above, or to assign to any person or otherwise dispose of the Technology, and **Commercialisation** has a corresponding meaning.

**Deed** means this Deed of Assignment.

**Encumbrance** means a mortgage, charge, pledge, lien or title retention arrangement, a right of set off or right to withhold payment of a deposit or other money, or any easement, restrictive covenant, caveat or similar restriction over property, or an agreement to create or to allow any of them to exist.

**Intellectual Property Rights** means all rights in the field of intellectual property and industrial property including:

- (a) copyright, rights in respect of inventions (including patents) registered and unregistered trademarks (including service marks), rights in designs plant varieties, circuit layouts and Know How and any right to have Information kept confidential;
- (b) any application or right to apply for registration of the rights referred to in paragraph (a); and
- (c) all rights or forms of protection of a similar nature or having equivalent or similar effect to any of the rights in paragraph (a) or (b) which may subsist anywhere in the world.

**Invention** means the invention described in Schedule 1.

**Know How** means all information not in the public domain including inventions, drawings, design, circuit diagrams computer programs, data, formulae, specifications, methodologies and techniques, design procedures and procedures for experiments and test, results of experiments and tests, and information relating to the design, assembly, manufacture, supply or use of any Products and Materials.

**Materials**, in relation to the Technology, means any documentation, drawings, diagrams, manuals, reports, discs in whatever form and any physical property rights relating to any of the foregoing.

**Moral Rights** has the meaning ascribed in the *Copyright Act 1968* (Cth), as amended, and similar rights in jurisdictions outside Australia.

**Patents** mean the patents and patent applications claiming and/or relating to the Invention, including **United States of America 13/689889 filed on 30/11/2012 entitled Multi-stage batching of content distribution in a media distribution system**, and all applications and granted patents or other similar forms of protection anywhere in the world claiming priority with or from such patents including utility model and design patents and certificates of invention and all divisionals, continuations, continuations-in-part, reissues, renewals, extensions, additions, supplementary protection certificates or equivalent to any such patent applications and patents.

**Product** means any material, product, kit, method or use which:

- (a) uses or is manufactured using or otherwise incorporates any part of the Technology; and/or
- (b) the manufacture, sale, method or use of which, is the subject of or falls within any claim of any of the Patents.

**Student** means a person enrolled at the University in a course leading to a degree or other award or a person who is designated as a student or is of a class of persons designated as students by the Council as established by section 8 of the *University of Melbourne Act 2009* (Vic).

**Technical Information** means Know How developed by the Assignor which is necessary for or useful to the Commercialisation of the Technology.

**Technology** has the meaning given to it in Schedule 1.

**University Statute** means The University of Melbourne Statutes.

1.2 In this Deed:

- (a) a reference to the Technology includes a reference to any part of the Technology;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a clause, paragraph or schedule is to a clause, paragraph or schedule to this Deed;
- (d) a reference to a party is to a party to this Deed;
- (e) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

- (f) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) the meaning of general words is not limited by specific examples introduced by *including*, *for example* or similar expressions;
- (h) nothing in this Deed is to be interpreted against a party solely on the ground that the party prepared or put forward the Deed or any part of it; and
- (i) headings are for reference only and do not affect interpretation.

## **2. COMMENCEMENT**

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- 2.1 This Deed will take effect on and from the date on which the last party signs this Deed.

## **3. ACKNOWLEDGEMENT AND ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

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- 3.1 The Assignor assigns to the University all of the Assignor's right, title and interest in the Intellectual Property Rights (including future Intellectual Property Rights) subsisting in the Technology, including:
- (a) the Patents;
  - (b) Technical Information;
  - (c) copyright in the Technology;
  - (d) the Materials;
  - (e) the absolute right to apply for registration as the proprietor of any Intellectual Property Rights subsisting in the Technology anywhere in the world; and
  - (f) the absolute right to do anything in relation to ownership, protection and use of any Intellectual Property Rights subsisting in the Technology anywhere in the world.
- 3.2 The Assignor must do all things and execute all documents necessary to give effect to this Deed and render all assistance reasonably required by the University for the purpose of confirming, recording or perfecting the assignment under clauses 3.1.
- 3.3 The Assignor acknowledges that the University owns all physical property rights in the Materials.

## **4. CONSIDERATION**

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- 4.1 The University agrees and acknowledges that:
- (a) upon the assignment of the Intellectual Property Rights subsisting in the Technology to the University; and
  - (b) to the extent that the Intellectual Property Rights subsisting in the Technology is licensed, or assigned by the University, to a third party in which the Assignor does not have a shareholding interest,

the University will pay to the Assignor a share of the net royalties received by the University derived from Commercialisation of the Intellectual Property Rights subsisting in the Technology or

otherwise reward the Assignor for the Assignor's contribution to the development of the Technology (as the case may be) in accordance with Statute 14.1 of the University Statute and any applicable policies pursuant to the University Statute in force at the time this Deed is executed.

## **5. ASSIGNOR'S WARRANTIES AND CONSENT**

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- 5.1 To the best of the Assignor's knowledge, the Assignor warrants to the University that:
- (a) the Assignor contributed to the creation, implementation or development of the Technology as a Student;
  - (b) the Assignor is a legal and beneficial owner of the Intellectual Property Rights subsisting in the Technology (including the Patents, Technical Information and any copyright in the Technology);
  - (c) the Intellectual Property Rights subsisting in the Technology (including the Patents, Technical Information and any copyright in the Technology) do not infringe the Intellectual Property Rights of any other person;
  - (d) the Assignor has not knowingly granted any licences or Encumbrances in relation to the Intellectual Property Rights subsisting in the Technology;
  - (e) the Assignor has not received any notice of any Claim in respect of the Technology or the Intellectual Property Rights subsisting in the Technology;
  - (f) the Assignor has disclosed all agreements and arrangements, whether or not formal or informal with third parties, including but not limited to material transfer agreements, collaboration agreements, consultancies and all sources of funding contributions pertaining to the Technology and its development;
  - (g) the Assignor has notified the University of all public disclosures, either written or oral, including but not limited to publications, abstracts, articles, presentations, journal submissions, thesis (including final PhD oration presentation) containing or describing the Technology of which the Assignor is aware;
  - (h) the Assignor has notified the University of any other person or party that contributed to the development of the Technology; and
  - (i) the Assignor has not done or failed to do anything whereby the whole or any part of the rights assigned under this Deed might be invalidated or registration of them refused.
- 5.2 The Assignor consent to acts or omissions that would otherwise infringe the Assignor's Moral Rights in any copyright subsisting in the Technology including as a result of any use of such copyright in the Patent.
- 5.3 To the extent that the Technology is not in the public domain as at the effective date of this Deed, the Assignor agrees to maintain the confidentiality of the Technology (including the Technical Information) until the Technology becomes part of the public domain other than as a result of a breach of confidence by the Assignor.
- 5.4 If, at any time on or after the date of this Deed, the Assignor becomes aware of any fact, matter or circumstance which may materially affect the University's Intellectual Property Rights subsisting in the Technology, the Assignor must promptly notify the University in writing of the relevant particulars.

**6. ASSIGNOR'S INDEMNITY**

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- 6.1 The Assignor indemnifies the University against any losses, costs, actions, claims, demands, expenses, judgements, court orders or other liabilities arising out of or in connection with any negligent or deliberate breach by the Assignor of the warranties or undertakings contained in clause 5.

**7. GENERAL**

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- 7.1 This Deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties.
- 7.2 This Deed can only be amended or replaced or novated by another document signed by the parties.
- 7.3 Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Deed enforceable, unless this would materially change the intended effect of this Deed.
- 7.4 A provision of or a right created under this Deed may not be:
- (a) waived except in writing signed by the Party granting the waiver; or
  - (b) varied except in writing signed by the Parties.
- 7.5 The rights provided in this Deed are cumulative with and not exclusive of the rights provided by law independently of this Agreement.
- 7.6 Each Party must pay its own costs in connection with the entry into this Deed and compliance with its terms.
- 7.7 This Deed may be signed in counterparts each of which are an original and together constitute the same Deed.
- 7.8 This Deed is governed by the law of the State of Victoria, Australia, and the parties submit to the jurisdiction of the courts of that State.



Executed as a Deed

Signed sealed and delivered as a Deed by )  
and on behalf of The University of )  
Melbourne by its authorised officers pursuant )  
to Statute 1.5.6 of The University of Melbourne )  
Statutes:

  
Signature of Authorised Officer

Name: Dr Gloconda DI Lorenzo  
University Secretary

Date: 8/10/2015

  
Signature of Authorised Officer

Name: Professor Glyn Davis  
VICE-CHANCELLOR

Date: 8/10/15

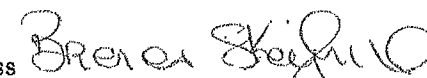
Signed sealed and delivered as a Deed by )  
Chamil Lakshan Jayasundara )



Signature of Assignor

Name: CHAMIL LAKSHAN JAYASUNDARA

Date: 28/09/2015

Signature of Witness 

Name: Brenna Skegill

Date: 28/09/2015

## **SCHEDULE 1**

### **Invention**

**UoM Commercial Tech ID 2012-085 entitled Multi-Stage Batching of Content Distribution in a Media Distribution System**

#### **A method comprising:**

**receiving, at a particular first level distribution node of a plurality of first level distribution nodes of a hierarchical media distribution system, a request for a content item from a first endpoint device of a plurality of endpoint devices, wherein the content item is associated with segments corresponding to a particular time order;**

**In response to receiving the request, sending, from the particular first level distribution node, a first data stream corresponding to a first segment of the content item to the first endpoint device;**

**In response to receiving the request, sending, from the first level distribution node, first information to a particular second level distribution node of a plurality of second level distribution nodes of the hierarchical media distribution system, wherein the first information indicates the request for the content item and a first end time corresponding to the first data stream;**

**receiving, from the particular second level distribution node, a second data stream corresponding to a second segment of the content item before the first end time of the first data stream has been reached; and sending the second data stream to the first endpoint device.**

#### **A system comprising:**

a processor; and a memory accessible to the processor, the memory including instructions that,

when executed by the processor, cause the processor to perform a method comprising:

receiving, at a particular first level distribution node of a plurality of first level distribution nodes of a hierarchical media distribution system, a request for a content item from a first endpoint device of a plurality of endpoint devices, wherein the content item is associated with segments corresponding to a particular time order;

in response to receiving the request, sending, from the particular first level distribution node, a first data stream corresponding to a first segment of the content item to the first endpoint device;

in response to receiving the request, sending, from the first level distribution node, first information to a particular second level distribution node of a plurality of second level distribution nodes of the hierarchical media distribution system, wherein the first information indicates the request for the content item and a first end time corresponding to the first data stream;

receiving, from the particular second level distribution node, a second data stream corresponding to a second segment of the content item before the first end time of the first data stream has been reached; and sending the second data stream to the first endpoint device.

A computer-readable storage device including instructions that, when

executed by a processor, cause the processor to perform a method comprising:  
receiving, at a particular first level distribution node of a plurality of first level  
distribution nodes of a hierarchical media distribution system, a request  
for a content item from a first endpoint device of a plurality of  
endpoint devices, wherein the content item is associated with segments  
corresponding to a particular time order;

in response to receiving the request, sending, from the particular first level  
distribution node, a first data stream corresponding to a first segment  
of the content item to the first endpoint device;

in response to receiving the request, sending, from the first level distribution  
node, first information to a particular second level distribution node of  
a plurality of second level distribution nodes of the hierarchical media  
distribution system, wherein the first information indicates the request  
for the content item and a first end time corresponding to the first data  
stream;

receiving, from the particular second level distribution node, a second data  
stream corresponding to a second segment of the content item before  
the first end time of the first data stream has been reached; and  
sending the second data stream to the first endpoint device.

#### Technology

- (a) any intellectual Property Rights in the Invention;
- (b) any Patents;
- (c) Technical Information existing as at the effective date of this Deed that is not in the public domain; and
- (d) the Materials.