

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3573120

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CAMBRIDGE CONSULTANTS LTD	06/09/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ELLUME PTY LTD
<b>Street Address:</b>	57 DIDSBURY STREET
<b>City:</b>	EAST BRISBANE, QUEENSLAND
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	4169
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29476963
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)646-8646
<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>	
<b>Phone:</b>	61764680000
<b>Email:</b>	patents_jenniferw@wolfgreenfield.com
<b>Correspondent Name:</b>	WOLF, GREENFIELD & SACKS, P.C.
<b>Address Line 1:</b>	600 ATLANTIC AVENUE
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02210
<b>ATTORNEY DOCKET NUMBER:</b>	R0606.70003US00
<b>NAME OF SUBMITTER:</b>	JENNIFER J. WANG
<b>SIGNATURE:</b>	/Jennifer J. Wang/
<b>DATE SIGNED:</b>	10/16/2015
<b>Total Attachments: 6</b>	
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## DEED OF ASSIGNMENT AND CONFIRMATION

THIS DEED is entered into on the date on which it is last signed by a party between the party named in item 2 of the **Schedule (Assignor)** and the party named in item 3 of the **Schedule (Assignee)**

### BACKGROUND

- A. The Assignor is the employer of the Designer (named at item 1 of the Schedule) who made a contribution to the Design described in the application set out in item 4 of the **Schedule (Application)**.
- B. Pursuant to a contract under an agreement reference P1420-OL-001 v1.0 dated 3 July 2012 and subsequent agreements ("the Contract") between the Assignor and the Assignee under which arising Intellectual Property would become the property of the Assignee, the Assignee has acquired all of the Assignor's right, title and interest whatsoever and wherever subsisting in the world in the Application and any design described in the Application (**Design**).
- C. The parties wish to enter into this deed to record the Assignee's rights in respect of the Design.
- D. The Assignor and the Assignee have agreed to acknowledge and confirm that the ownership of the Design has been transferred by the Assignor to the Assignee.

### IT IS AGREED

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

In this Deed, the following terms have the following meanings.

**Assigned Rights** means all of the following rights subsisting in the world to the extent arising from the Designer's inventive and creative contribution to the Design:

- (a) all rights in the Design and the Application;
- (b) any rights to file any Corresponding Application and any rights arising from any such filing;
- (c) any rights to file any Related Application and any rights arising from any such filing;
- (d) any rights to claim priority from the Application and any Corresponding Application;
- (e) any rights to be granted patents or registrations in respect of the Design, the Application, any Corresponding Application and any Related Application and all rights arising from any such patent or registration; and
- (f) any rights to sue for infringement of any of the rights described in paragraphs (a)-(e) above, occurring prior to the date of this Deed;

**Corresponding Application** means an application anywhere in the world for a patent or registration made in respect of the Design and includes an application which claims priority from the Application, an application made under the Paris Convention, or a complete or non-provisional application.

**Related Application** means any application based on any Corresponding Application such as a divisional application, a continuation application or a continuation-in-part application.

## 1.2 Interpretation

In this Deed, unless the context indicates to the contrary:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and conversely;
- (c) the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to an agreement or document (including a reference to this document) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document;
- (f) the expression **person** includes a natural person, an institution, a body corporate, an agency or other body;
- (g) references to any **party** to this document will include the party's legal successor (including executors and administrators) and permitted assigns; and
- (h) all Schedules of, and Annexures to, this document form part of this document.

## 2. ASSIGNMENT

The Assignor hereby confirms that, by virtue of the Contract, the Assignee is entitled to the Assigned Rights. In consideration of the sum of £1 paid by the Assignee to the Assignor, the receipt of which is acknowledged, the Assignor hereby assigns to the Assignee the Assigned Rights to the extent, if any, that the Assignor has not previously validly assigned any such rights to the Assignee.

## 3. ASSIGNOR'S RIGHTS

The parties acknowledge and agree that nothing in this Deed revokes, terminates, or otherwise expressly or impliedly derogates from the rights of the Assignor under the Contract which are hereby confirmed.

## 4. FURTHER ASSURANCES

Each party agrees to undertake, at the expense of the other, and upon request of the other, to do all reasonable acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the Assigned Rights (including prosecution, maintenance, defence and enforcement of the Application, any Corresponding Application or Related Application or any patent or registration or other registered right) and to enable the other to enjoy the full benefit of the rights assigned and licence granted herein. Without limiting the preceding sentence, the Assignor

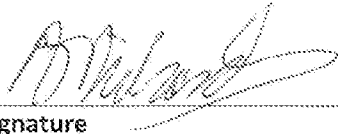
irrevocably and unconditionally appoint the Assignee as its agent and attorney to do all acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the Assigned Rights.

**5. GENERAL**

- (a) Subject to clause 3 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 in connection with it.
- (b) No amendment or variation of this Deed is valid or binding on a party unless made in writing and executed by both parties.
- (c) Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this Deed.
- (d) This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- (e) This Deed is governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.
- (g) 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.
- (h) The Assignee shall be responsible for the recordal and cost of recording the Assignment at the relevant patent or design office(s).

EXECUTED AS A DEED

Signed for and on behalf of Cambridge Consultants Ltd as Assignor by its duly authorised representative(s)



Signature

Signature

9th JUNE 2014

Date

Date

CEO

Title (print)

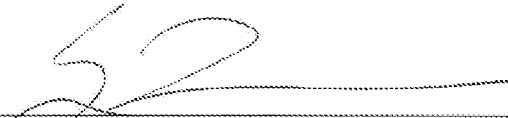
Title (print)

ALAN T RICHARDSON

Name (print)

Name (print)

Signed, sealed and delivered by Ellume Pty Ltd ACN: 141 767 660 in accordance with section 127 of the Corporations Act 2001



Company Secretary/Director

Director

3/12/14

Date

Date

Sean Parsons

Name (print)

Name of Director (print)

## SCHEDULE

1. **Inventor** - Michael Stuart Hazell, c/o Cambridge Consultants, Science Park, Milton Road, Cambridge, CB4 0DW, England;  
David Lara, c/o Cambridge Consultants, Science Park, Milton Road, Cambridge, CB4 0DW, England
2. **Assignor** - Cambridge Consultants Ltd, of Science Park, Milton Road, Cambridge, CB4 0DW, England.
3. **Assignee** - Ellume Pty Ltd (formerly known as Respirio Pty Ltd), ACN: 141 767 660, of 57 Didsbury St, East Brisbane, Queensland, 4169, Australia.
4. **Application** -- No: 002258335-0001      Europe      Filing Date: 19 June 2013  
Title: "Optical element for assay device"  
  
No: 002258335-0002      Europe      Filing Date: 19 June 2013  
Title: "Optical element for assay device"  
  
No: 353528      Australia      Filing Date: 19 December 2013  
Title: "Optical element for assay device"  
  
No: 154455      Canada      Filing Date: 17 December 2013  
Title: "Optical element for assay device"  
  
No: 201330634021.5      China      Filing Date: 19 December 2013  
Title: "Optical element for assay device"  
  
No: 258876      India      Filing Date: 19 December 2013  
Title: "Optical element for assay device"

No: 2013-029648          Japan          Filing Date:18 December 2013  
Title: "Optical element for assay device"

No: 30-2013-0063979      South Korea          Filing Date: 18 December 2013  
Title: "Optical element for assay device"

No: 29/476,965          United States of America      Filing Date: 18 December 2013  
Title: "Optical element for assay device"

No: 29/476,963          United States of America      Filing Date: 18 December 2013  
Title: "Optical element for assay device"