

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3713819

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	AMENDMENT OF ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ERIC BULLMORE	09/11/2015
RECEIVING PARTY DATA		
Name:	TESSLER RESEARCH PTY LTD	
Street Address:	SUITE 5, 191 RIVERSDALE ROAD	
City:	HAWTHORN, VICTORIA	
State/Country:	AUSTRALIA	
Postal Code:	3122	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	8912893	
Application Number:	14540600	
CORRESPONDENCE DATA		
Fax Number:	(914)288-0023	
<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:	914-288-0022	
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ATTORNEY DOCKET NUMBER:	00479/003342-US1	
NAME OF SUBMITTER:	HENRY GABATHULER	
SIGNATURE:	/henry gabathuler/	
DATE SIGNED:	01/27/2016	
Total Attachments: 9		
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DEED OF AMENDMENT
OF A DEED OF ASSIGNMENT

Dated this 14 ^{SEPTEMBER} ~~day of August~~ 2015

Between **TESSLER RESEARCH PTY LTD** (ACN 088 963 786) of Suite 5, 191 Riversdale Road, Hawthorn, Victoria, Australia 3122 (**Assignee**)

and **ERIC BULLMORE** of 444 Moretons Road, Balliang East, Victoria, Australia (**Assignor**)

RECITALS

- A. On or about 14 April 2013, the parties entered into a Deed of Assignment, a copy of which appears at Annexure A (the **Assignment**).
- B. In accordance with the Assignment, the Assignor assigned to the Assignee and confirmed the Assignee's ownership of all rights in the Invention, Patents, and applications for patents.
- C. The Assignment requires minor corrections.
- D. The Assignor and Assignee wish make the corrections and clarify the meaning of Net Revenue where that term is used in the Assignment.
- E. The Assignor and Assignee also wish to acknowledge that their respective rights and obligations will be, as far as possible, the same as if the Assignment had always included the amendments.

TERMS

The parties acknowledge and agree as follows

1. The Assignment must be understood as if Recital E read:

"The Parties have agreed that all rights in relation to the Invention, the Patents and the patent applications set out in the Schedule (the Patent

Applications) are to be owned by the Assignee in accordance with the terms of this Deed"

2. The word "Patent" where it first occurs in clause 1(b) of the Assignment must be understood as if it read "Patents".
3. Clause 1(c) of the Assignment must be understood as if the words "*which before or after the date of this Deed*" did not appear at the end of the third line of the clause, by reason of them being unnecessary.
4. The Assignment must be understood as if the second sentence of clause 2 read:

"For the purposes of this clause, "Net Revenue" will be taken to mean all revenue received by the Assignee from exploiting, licensing or enforcing the Patents less all costs and expenses necessarily or reasonably incurred in relation thereto (including legal and patent attorney costs, all costs and expenses relating to the due diligence investigation, all patent prosecution and maintenance costs, all costs associated with negotiating and obtaining licenses, enforcement costs, and taxes)."

5. The Schedule must be understood as listing the following items under the heading "Patents" and Patent Applications for the "Circuit Monitoring Device":

PCT

WO/0246778

United States of America

US2004051643 (A1)

US7256683 (B2)

US2008007415 (A1)

US7834744 (B2)

US201134401 (A1)

Europe

EP1410049 (A1)

Australia

AU2035502 (A)

AU2002220355 (B2)

China

CN1488075 (A)

CN1252481 (C)

EXECUTED by the parties as a Deed

Signed for and on behalf of)
 TESSLER RESEARCH PTY)
 LTD by)

Pete Michael Stance
 Name

Signature

Date:

11/9/2015

Signed for and on behalf of)
 ERIC BULLMORE by)

ERIC BULLMORE
 Name

Signature

Date:

23/10/2015

PATENT

REEL: 037618 FRAME: 0327

Annexure A
LANCASTER®

Dated *12TH APRIL* 2013

TESSLER RESEARCH PTY LTD

and

ERIC BULLMORE

DEED OF ASSIGNMENT

LANCASTER LEGAL PTY LTD
www.lancasterlegal.com.au
Melbourne, Australia
14/200 Canterbury Road
Bayswater, Victoria 3153
Telephone: +613 8562 2237
E-mail: info@lancasterlegal.com.au
ABN 97 145 288 804


PATENT

REEL: 037618 FRAME: 0328

THIS DEED OF ASSIGNMENT is made the 14TH day of APRIL 2013

BETWEEN

TESSLER RESEARCH PTY. LTD. (ACN 088 963 786) of Suite 5, 191 Riversdale Road, Hawthorn, Victoria, Australia 3122 ("Assignee")

AND

ERIC BULLMORE of 444 Moretons Road, Baling East, Victoria, Australia ("Assignor")

RECITALS

- A. The Assignor is the applicant named in the application for the grant of a patent and the owner of granted patents as set out in the Schedule (collectively the "Patents") in respect of a Circuit Monitoring Device (the "Invention").
- B. The Assignor is the inventor of the Invention.
- C. The Assignor and the director of the Assignee (Mr Peter Strover), have previously entered into a contractual arrangement with respect to due diligence investigation and the exclusive purchase rights of the Patents in favour of Mr Strover or his nominee (the "Due Diligence Agreement").
- D. Subsequent to the commencement of the Due Diligence Agreement, the Parties have finalised their due diligence activities with respect to the Patents and the Invention and Mr Strover has stated his intention to acquire the Patents and the Invention in accordance with the Due Diligence Agreement and that his chosen nominee would be the Assignee;
- E. The Parties have agreed that all rights in relation to the Invention are to be owned by the Assignee in accordance with the terms of this Deed.
- F. The Parties have executed this Deed to confirm the Assignee's ownership of all rights in relation to the Invention and the Patent Application.

ASSIGNMENT

1. Upon execution of this Deed, the Assignor assigns absolutely to the Assignee, the whole of any rights the Assignor may have or may have had at the time of the Patents and the invention throughout the world in relation to:
 - (a) the Invention, including but not limited to the right to claim priority from any Patent in respect of the Invention in any country of the world;
 - (b) the Patent, including but not limited to the right to claim priority from any Patent in respect of applications made for the grant of a patent anywhere in the world, including but not limited to all division, reissues, continuations and extensions thereof; and
 - (c) The right to bring legal proceedings, and to obtain any relief to which the assignor would have been entitled but for this paragraph, in respect of any infringement of its rights in relation to the Invention which before or after the date of this Deed;
2. The Parties agree and acknowledge that in consideration for the assignment and transfer of all right, title and interest in the Patents and the Invention in accordance with the terms of this Deed, the Assignee promises to pay the Assignor 30% of all Net Revenue received by

the Assignee in respect of the exploitation of the Patents and the Invention. For the purposes of this clause, "Net Revenue" will be taken to mean all revenue received by the Assignee less all costs incurred in relation to the Patents and the Invention (including all costs relating to the due diligence investigation, patent maintenance, prosecution and enforcement costs, and taxes.

3. The Assignor agrees to provide any assistance reasonably required by the Assignee in order to give full effect to this Deed (including but not limited to the execution of any documents, assistance in any prosecution, maintenance or enforcement actions relating the Patents). The Assignor irrevocably appoints each of the directors of the Assignee as the Assignor's attorney to do all acts and execute all documents which the Assignor is obliged to do or execute by this clause.
4. The Assignor warrants and represents to the Assignee that:
 - (a) the Invention is original and was created by the Assignor and no other person;
 - (b) the Assignor owns all the Patents and is able to assign to the Assignee the rights referred to in clause 1, free of any encumbrance;
 - (c) the Assignor is not aware of any act or information which would invalidate any of the Patents;
 - (d) the use by the Assignee (or any permitted user or licensee) of the Patents or the Invention will not infringe any rights of any third party;
 - (e) the Assignor has the legal right and power to enter into this Deed and to complete the transactions contemplated by this Deed;
 - (f) the Assignor has made full disclosure to the Assignee of all information within the reasonable and actual knowledge of the Assignor which would be material to the Assignee;
 - (g) any information given by or on behalf of the Assignor to the Assignee with respect to the Patents or Invention is true, complete and accurate in all respects and none of that information is misleading, whether by inclusion or misleading information or omission of material information or both;
 - (h) the Assignee will be able to use for the purpose for which they were intended, the Patents.
5. The Assignor indemnifies the Assignee and the Assignor agrees to keep the Assignee indemnified against any and all claims, demands, losses, damages and costs (including third party claims) that the Assignee incurs or may incur as a result of or arising out of:
 - (a) a breach by the Assignor of any of the Assignor's obligations or warranties under this Deed; or
 - (b) any action or default of omission or wilful misconduct or negligence of the Assignor.
6. The rights of the Assignee under clause 5 are without prejudice to any other right that the Assignee may have arising out of:
 - (a) any act or default or omission or wilful misconduct or negligence of the Assignor; or
 - (b) any breach of this Deed;
7. The Assignee shall be responsible for paying the costs of preparation and execution of this Deed and for any stamp duty payable in respect of this Deed or the assignment.
8. This Deed may be executed by any number of counterparts.

SCHEDULE

Patents and Patent Applications for the "Circuit Monitoring Device"

United States of America

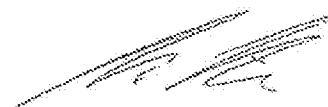
US 7,834,744
US 20110234401

Australia

AU 2002220365

China

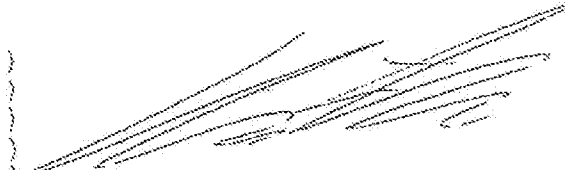
CN 0182240



EXECUTED BY THE PARTIES A DEED

Signed for and on behalf of
TESSLER RESEARCH PTY LTD
by

PETER MICHAEL STROVER
Name


Signature

Date: 14TH OF APRIL 2013

Signed for and on behalf of
ERIC BULLMORE
by

Name

Signature

Date: _____

EXECUTED BY THE PARTIES A DRAFT

Signed by and on behalf of
THOMAS REGELINOW PTY LTD
by

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Signature

Date

Signed by and on behalf of
THOMAS REGELINOW PTY LTD
by

THOMAS REGELINOW
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Signature

Date 17 Oct 2018

THOMAS REGELINOW PTY LTD

PATENT