

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3831409

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MR JACK DAVIES	10/19/2013
RECEIVING PARTY DATA		
Name:	MR ANTHONY MAUNDER	
Street Address:	32 MIDSHIPMAN COURT	
City:	PARADISE WATERS	
State/Country:	AUSTRALIA	
Postal Code:	4217	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15029628
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:	61456789960	
Email:	docket@emip.com.au	
Correspondent Name:	EAGAR & MARTIN PTY LTD.	
Address Line 1:	SUITE 2	
Address Line 2:	35-39 SCARBOROUGH ST.	
Address Line 4:	SOUTHPORT QLD, AUSTRALIA 4215	
ATTORNEY DOCKET NUMBER:	MAU1-001-000US	
NAME OF SUBMITTER:	TODD M. MARTIN	
SIGNATURE:	/TODD M. MARTIN/	
DATE SIGNED:	04/15/2016	
Total Attachments: 4		
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AGREEMENT

This Agreement is dated the 19 day of ~~October~~ 2013

1. Parties

1.1 Anthony Maunder

Of:

32 Midshipman Court
Paradise Waters
Qld 4217

(Hereinafter referred to as the "Discloser")

AND

1.2 Jack Davies

Of:

38 Orlando Ave
Mosman
NSW 2088

(Hereinafter referred to as the "Disclosee")

2. Background

- 2.1. The Discloser has agreed to disclose certain *Confidential Information* to the Disclosee for the purposes of carrying out *Product Development* for the Discloser.
- 2.2. In consideration of the Discloser agreeing to disclose the *Confidential Information* to the Disclosee, the Disclosee agrees to:
 - (a) ensure that all *Confidential Information* and *Intellectual Property* is kept confidential; and
 - (b) abide by the terms and conditions of this document.

3. Agreement

- 3.1. In this document, unless the context otherwise requires:

(a) *Confidential Information* means:

- (i) all information (in whatever form) provided to the Disclosee by the Discloser for the purposes of the *Product Development*.
- (ii) any information on which the information in paragraph 3.1. (a) is derived in whole or in part or which is derived in whole or in part from the information in paragraph 3.1. (a).

(b) *Intellectual Property* means:

- (i) any proprietary rights in and to copyright, drawings, technical knowledge, an invention or an innovation which may arise through the *Product Development*.

(c) *Product Development* means:

- (i) any activity carried out for the purpose of conceptualising, designing, drawing, developing or manufacturing a concrete core hole repair kit and apparatus for and on behalf of the Discloser.

3.2 In this document, unless the context otherwise requires:

- (a) headings are not intended to affect the meaning of any clause and must be disregarded when interpreting the agreement;
- (b) any reference to a person is intended to cover an individual, a company or any other recognised legal entity; and
- (c) any reference to the singular includes the plural and any reference to the plural includes the singular.

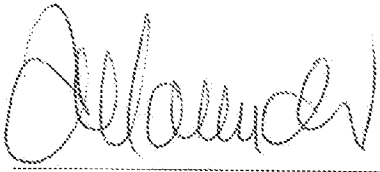
3.3. The Disclosee acknowledges and agrees that:

- (a) the *Confidential Information* and *Intellectual Property* is valuable to the Discloser;
- (b) no representation or warranty, express or implied, is or has been made by the Discloser or any person on its behalf, concerning the accuracy or completeness of the *Confidential Information*;
- (c) the *Confidential Information* may be incomplete, inaccurate and may contain errors, and the Disclosee uses and relies on the *Confidential Information* at its own risk; and
- (d) the obligations of the Disclosee under this document survive the completion of the *Product Development* or the termination of this document for a period of 6 years.

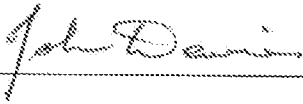
- 3.4 The Disclosee undertakes that it will keep confidential, preserve and protect the *Confidential Information* and the *Intellectual Property*.
- 3.5 The obligations of the Disclosee under clauses 3.3 and 3.4 do not apply:
- (a) to any portion of any *Confidential Information* and *Intellectual Property* which is required to be disclosed by any law, stock exchange, judicial or governmental body;
 - (b) to any portion of any *Confidential Information* and *Intellectual Property* which is or becomes generally available to the public, through no fault, act or omission of the Disclosee.
- 3.6 The Disclosee undertakes to provide all information relating to the *Product Development* in addition to the *Confidential Information* to the Discloser.
- 3.7 The Disclosee undertakes, upon reasonable request by the Discloser, to provide all technical information relating to the *Product Development* to the Discloser at any time both during and after the *Product Development* has been completed.
- 3.8 The Disclosee acknowledges that any *Intellectual Property* created during the *Product Development* is owned by the Discloser.
- 3.9 The Disclosee undertakes to execute any documentation that may reasonably be required by the Discloser to secure its right to the *Intellectual Property* anywhere in the world or to register the *Intellectual Property* anywhere in the world.
- 3.10 This agreement is governed by the laws of Queensland.
- 3.11 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland and Courts of Appeal of those courts.
- 3.12 A waiver of any breach or non-performance of this document will only be effective if it is written and signed by the party giving the waiver, and only to the extent specified.
- 3.13 This agreement is the entire agreement between the parties in relation to the subject matter, and replaces all previous agreements, understandings and arrangements in relation to the same subject matter.

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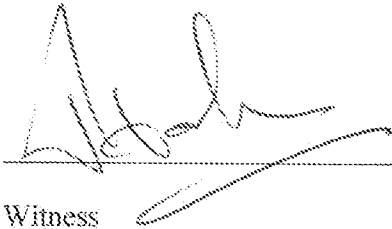
4. Signatures



Anthony Maunder



Jack Davis



Witness

Name: Jill Hoskin