#### 503800802 04/27/2016

EPAS ID: PAT3847449

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: ASSIGNMENT** 

# **CONVEYING PARTY DATA**

Name	Execution Date
WARREN STRANGE	10/24/2014
IAN SPEER	10/24/2014

# **RECEIVING PARTY DATA**

Name:	STRADA DESIGN LIMITED
Street Address:	OGIER HOUSE
Internal Address:	44 ESPLANADE
City:	ST HELIER
State/Country:	JERSEY
Postal Code:	JE4 9WG

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14976641

# CORRESPONDENCE DATA

Fax Number: (414)277-0656

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.

Phone: 4142716560

Email: mkeipdocket@michaelbest.com

**Correspondent Name:** MICHAEL BEST & FRIEDRICH LLP (MKE)

Address Line 1: 100 E WISCONSIN AVENUE Address Line 4: MILWAUKEE, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	043153-9193-US01
NAME OF SUBMITTER:	DAVID R. PRICE
SIGNATURE:	/drp/
DATE SIGNED:	04/27/2016

# **Total Attachments: 7**

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# **Confirmatory Deed of Patent Assignment**

Date: 21 ONDS 2014

**Between** 

Warren Strange

Ian Speer

Speer Design Pty Limited (together, "Assignors")

and

Strada Design Limited ("Assignee")

THIS DEED is made the 24th day of October 2014

#### BETWEEN:

Warren Strange care of Ogier House, 44 Esplanade, St Helier, Jersey, JE4 9WG.

Ian Speer of 26 Lascelle Parade, Gooseberry Hill, Western Australia, 6076.

Speer Design Pty Limited (ABN 17139021319) of 26 Lascelle Parade, Gooseberry Hill, Western Australia, 6076.

(Mr Strange, Mr Speer and Speer Design Pty Ltd together are the "Assignors")

# AND:

Strada Design Limited, a company incorporated with limited liability in the Island of Jersey, of Ogier House, 44 Esplanade, St Helier, Jersey, JE4 9WG.

("Assignee")

# **RECITALS:**

- A. The Assignors were registered or entitled to be registered as the owner(s) of the Patents.
- **B.** Pursuant to a patent assignment agreement ("Assignment") dated 9 October 2014 between the Parties, the Assignors assigned the Patents to the Assignee and the Assignee accepted the assignment, effective as of 9 October 2014.
- C. The Parties hereby confirm the Assignment and to enable the Assignee to be recorded as the registered owner of the Patents.

### THIS DEED PROVIDES:

### 1. INTERPRETATION

#### 1.1 **Definitions**

In this Deed:

"Affiliate" means in relation to a Party, any related body corporate, assignee or licensee of the Party and includes every member, shareholder, beneficiary, director, employee, consultant, or associate of that Party and any firm, corporation, trust or business owned or conducted by that Party. "Affiliates" has a corresponding meaning.

# "Patents" means

- (a) all current patents (if any) and/or patent applications;
- (b) any and all patents issuing from any patent application; and
- (c) any patent as an extension, divisional, continuation, continuation in part, renewal or reissue of any patent or patent issuing from any application,

described in the Schedule.

"Business Day" means a day which is not a Saturday, Sunday, public holiday or bank holiday in Western Australia.

"Deed" and "this Deed" means the deed between the Parties constituted by this document and includes the recitals and the amendments made from time to time.

"Encumbrance" includes any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement or arrangement of any kind given or created, and including any possessory lien in the ordinary course of business whether arising by operation of law or by contract, and the expression "Encumbrances" shall be construed accordingly.

"Parties" means the parties to this Deed and their respective successors or personal representatives (as the case may be) and permitted assigns which become bound by the terms of this Deed, and "Party" has a corresponding meaning.

# 1.2 Interpretation

In this Deed:

(a) headings are for ease of reference only and do not affect the interpretation of the clauses they introduce;

and unless the context otherwise requires:

- (b) references to clauses are references to clauses of this Deed;
- (c) singular includes plural and vice versa;
- (d) references to currency are to the currency of Australia;
- (e) reference to any statute shall include all statutes amending or consolidating the statutes referred to;
- (f) the word "person" shall include a corporation; and
- (g) every covenant or obligation expressed or implied in which more than one person covenants or agrees shall bind such persons jointly and severally.

# 2. ASSIGNMENT

- 2.1 The Assignors hereby confirm and acknowledge that they have irrevocably assigned and transferred to the Assignee for the World the whole of their right, title and interest (free from any Encumbrance) in:
  - (a) the Patents; and
  - (b) all rights, if any, to sue for any infringement of the Patents arising either before or after the date of the Assignment, including the right to sue for past infringement and the right to enjoy for its sole benefit the reward of such action, including any damages or account of profits, and to claim any equitable or other remedies at law.
- 2.2 The Assignee hereby confirms and acknowledges that it has irrevocably accepted the assignment and transfer from the Assignors for the World the whole of their right, title and interest (free from any Encumbrance) in:
  - (a) the Patents; and

(b) all rights, if any, to sue for any infringement of the Patents arising either before or after the date of the Assignment, including the right to sue for past infringement and the right to enjoy for its sole benefit the reward of such action, including any damages or account of profits, and to claim any equitable or other remedies at law.

### 3. NOTICES

# 3.1 Method of Giving Notices

A notice required or permitted to be given by one Party to another under this Deed shall be in writing, addressed to the other Party and:

- (a) delivered to that Party's address;
- (b) sent by pre-paid mail to that Party's address; or
- (c) transmitted by facsimile to that Party's address.

# 3.2 Time of Receipt

A notice given to a Party in accordance with this Deed is treated as having been given and received:

- (a) if delivered to a Party's address, on the day of delivery if a Business Day, otherwise on the next following Business Day;
- (b) if sent by pre-paid mail, on the third Business Day after posting (excluding the date of posting); or
- (c) if transmitted by facsimile to a Party's address and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next following Business Day.

# 3.3 Address of Parties

For the purpose of this clause, the address of a Party is the address set out at the beginning of this Deed or such other address of which that Party may from time to time give notice to each other Party.

#### 4. GENERAL

- 4.1 Governing law: This Deed is governed by and is to be construed according to the laws of Western Australia. Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed.
- 4.2 **No encumbrances:** No Party may encumber any of its right, title or interest in this Deed without the prior written consent of the other Parties (which consent shall, subject to the other provisions of this Deed, not be unreasonably withheld).
- 4.3 Costs: Each Party will carry out their obligations under this Deed at their own cost.

# **SCHEDULE**

# 1. Title:

Country	OfficialNo.	Title	Owner- Name
Australia	2013201649	Dual Circulation Drilling System	Strange, Warren Speer, lan
Australia	2013101495	Dual Circulation Drilling System	Strange, Warren Speer, lan
Brazil	BR1120140 177201	Dual Circulation Drilling System	Strange, Warren Speer, lan
Canada	PCT/AU2013 /000044	Dual Circulation Drilling System	Strange, Warren Speer, lan
Chile	01907-2014	Dual Circulation Drilling System	Strange, Warren Speer, lan
European Patent Office	13738669.4	Dual Circulation Drilling System	Strange, Warren Speer, lan
India	1610/KOLNP /2014	Dual Circulation Drilling System	Strange, Warren Speer, lan
Mexico	MX/a/2014 /008765	Dual Circulation Drilling System	Strange, Warren Speer, Ian
Peru	PCT/AU2013 /000044	Dual Circulation Drilling System	Strange, Warren Speer, lan
United States of America	14/353137	Dual Circulation Drilling System	Strange, Warren Speer, lan
Australia	2013201651	Pressure Feed System for Down Hole Drill	Speer Design Pty Ltd

# **EXECUTED** by the Parties as a deed

<b>Executed</b> by <b>WARREN STRANGE</b> by or in the presence of:	)
(Signature of Warren Strange)  24-10-14 (Date of Signing)	(Signature of witness)  MARC YATES  (Print name)
	24-10-14 (Date of Signing)
<b>Executed</b> by <b>IAN SPEER</b> by or in the presence of:	)
(Signature of Ian Speer)	(Signature of witness)
(Date of Signing)	(Print name)
	24-10-14

(Date of Signing)

Executed by SPEER DESIGN PTY
<b>LIMITED</b> by or in the presence of:
by of in the presence of.
$\cap$
Jen June
(Signature of authorised representative)
1AN SPER.
(Print name)
/ /
24/10/20,4
(Date of Signing)
Executed by STRADA DESIGN LIMITED
by or in the presence of:
,\ <1
W~~ OX
(Signature of authorised representative)
Warren Stronge
(Print name)
0.1.
24-10-14
(Date of Signing)