

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3862581

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KATHLEEN PATRICIA HOLMES	10/16/2014
RECEIVING PARTY DATA	
Name:	KATCO HOLDINGS PTY LTD
Street Address:	47 BERRINGAR ROAD
City:	VALENTINE, NEW SOUTH WALES
State/Country:	AUSTRALIA
Postal Code:	2280
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15031499
CORRESPONDENCE DATA	
Fax Number:	(503)228-4373
<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:	503-227-5631
Email:	Karolyn@chernofflaw.com
Correspondent Name:	KEVIN L. RUSSELL
Address Line 1:	601 SW SECOND AVENUE
Address Line 2:	SUITE 1600
Address Line 4:	PORTLAND, OREGON 97204-3157
ATTORNEY DOCKET NUMBER:	8484.0012
NAME OF SUBMITTER:	KEVIN L. RUSSELL
SIGNATURE:	/Kevin L. Russell/
DATE SIGNED:	05/06/2016
Total Attachments: 5	
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DEED OF ASSIGNMENT AND CONFIRMATION -- Local client, provisional stage, from employee

THIS DEED is entered into on the date on which it is last signed by a party
between the party named in item 1 of the **Schedule (Inventor)**
and the party named in item 2 of the **Schedule (Assignee)**

BACKGROUND

- A. The Inventor has made an inventive contribution to the invention described in the application set out in item 3 of the **Schedule (Application)**.
- B. Pursuant to a pre-existing legal relationship (by way of employment, contract or otherwise) between the Inventor and the Assignee, the Assignee has acquired all of the Inventor's right, title and interest whatsoever and wherever subsisting in the world in the Application and any invention described in the Application (**Invention**), save, if applicable, for any Residual Interest (as defined below).
- C. The parties wish to enter into this deed to record the Assignee's rights in respect of the Invention.

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 Inventor's inventive contribution to the Invention:

- (a) all rights in the Invention 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 in respect of the Invention, the Application, any Corresponding Application and any Related Application and all rights arising from any such patent;
- (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; and
- (g) any additional rights outlined in item 4 of the **Schedule**.

Corresponding Application means an application anywhere in the world for a patent made in respect of the Invention or any other invention described in the Application and includes an application which claims priority from the Application such as an application made under the Patent Cooperation Treaty, 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.

Residual Interest means any part of the right, title and interest whatsoever and wherever subsisting in the world in the Application and the Invention which has not been acquired by the Assignee as at the date of this Deed.

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 AND CONFIRMATION

- (a) To the extent that the Inventor retains any Residual Interest in the Assigned Rights, the Inventor assigns all right, title and interest whatsoever and wherever subsisting in the Residual Interest to the Assignee, absolutely and free of any encumbrances, such Residual Interest hereafter forming part of the Assigned Rights acquired by the Assignee.
- (b) The Inventor confirms that the Assignee has acquired all right, title and interest whatsoever and wherever subsisting in the Assigned Rights, absolutely and free of any encumbrances.

3. WARRANTIES IN RELATION TO RIGHTS ASSIGNED

The Inventor warrants to the Assignee that:

- (a) the Inventor has not granted or assigned (or agreed to grant or assign) and will not purport or agree to grant or assign any rights of any nature in any of the Assigned Rights to any third party whatsoever; and
- (b) the Inventor has not granted or agreed to grant and will not purport or agree to grant any licence under any of the Assigned Rights.

4. FURTHER ASSURANCES

The Inventor undertakes, at the expense, and upon request, of the Assignee, to do all 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, any Related Application or any patent or other registered right). Without limiting the preceding sentence, the Inventor irrevocably and unconditionally appoints 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) 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.
- (f) Each party will bear its own costs of and incidental to the preparation of this Deed and the matters referred to in the Background.
- (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.

EXECUTED AS A DEED

Signed, sealed and delivered by Kathleen Patricia Holmes in the presence of



Signature

16-10-2014

Date

Kathleen Patricia Holmes

Name (print)



Witness signature


16-10-2014

Date

ROBYN LEE VLACH

Witness name (print)

Signed for and on behalf of Katco Holdings Pty Ltd ABN 53125645141 in accordance with section 127 of the Corporations Act 2001.



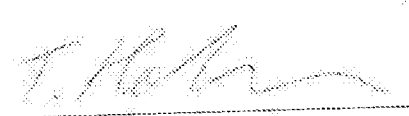
Company Secretary/Director

16-10-2014

Date

Kathleen Pataccia Holmes

Name (print)



Director

16-10-2014

Date

Tony Holmes

Name of Director (print)

SCHEDULE

1. **Inventor** - Kathleen Patricia Holmes, of 3 Reserve Road, Wangi Wangi, New South Wales, 2267, Australia;
2. **Assignee** - Katco Holdings Pty Ltd, ABN 53125645141, of 47 Berringar Road, Valentine, New South Wales, 2280, Australia;
3. **Application** - No: 2013904167 Australia Filing Date: 29 Oct 2013
Title: "Sprinkler base"
4. **Additional Rights** - Any of the following rights the inventor may have in relation to the invention or Application, to the extent any such rights are assignable at law:
 - (a) rights under section 24 of the Patents Act 1990 (Cth) and any corresponding provisions under any other legislation in Australia and any country providing for a grace period;
 - (b) rights under section 114 of the Patents Act 1990 (Cth) and any corresponding provisions under any other legislation in Australia or any other country providing for prior use rights; and
 - (c) rights under section 70 of the Patents Act 1990 (Cth) and any corresponding provisions under any other legislation in Australia and any country providing for extension of term or Supplementary Protection Certificate.