PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3884528

SUBMISSION TYPE:		CORRECTIVE ASSIGNMENT		
NATURE OF CONVEY	ANCE:	Corrective Assignment to correct the ASSIGNMENT DOCUMENT FO THE ASSIGNEE previously recorded on Reel 037734 Frame 0356. Assignor(s) hereby confirms the NAME OF THE ASSIGNEE IS IMDE GLOBAL B.V		
RESUBMIT DOCUMEI	NT ID:	503815141		
CONVEYING PARTY	DATA			
		Name	Execution Date	
2IC AUSTRALIA PTY			11/20/2015	
RECEIVING PARTY I			11/30/2015	
RECEIVING PARTY I Name:	DATA	GLOBAL B.V.	11/30/2013	
RECEIVING PARTY I Name: Street Address:	DATA IMDEX G HERIKEI	RBERGWEG 238 110 CM		
RECEIVING PARTY I Name: Street Address: City:	DATA IMDEX G HERIKEI AMSTEF	RBERGWEG 238 110 CM RDAM ZUIDOOST		
RECEIVING PARTY I Name: Street Address:	DATA IMDEX G HERIKEI	RBERGWEG 238 110 CM RDAM ZUIDOOST		
RECEIVING PARTY I Name: Street Address: City:	DATA IMDEX G HERIKEI AMSTEF NETHEF	RBERGWEG 238 110 CM RDAM ZUIDOOST		
RECEIVING PARTY I Name: Street Address: City: State/Country:	DATA IMDEX G HERIKEI AMSTEF NETHEF	RBERGWEG 238 110 CM RDAM ZUIDOOST		
RECEIVING PARTY I Name: Street Address: City: State/Country: PROPERTY NUMBER	DATA IMDEX G HERIKEI AMSTEF NETHEF RS Total: 2	RBERGWEG 238 110 CM RDAM ZUIDOOST RLANDS		

CORRESPONDENCE DATA					
Fax Number:	(617)443-0004				
	t to the e-mail address first; if that is unsuccessful, it will be sent led; if that is unsuccessful, it will be sent via US Mail.				
Phone:	6174439292				
Email:	kwhitehouse@sunsteinlaw.com				
Correspondent Name:	JAY SANDVOS 125 SUMMER STREET				
Address Line 1:					
Address Line 2:	SUNSTEIN KANN MURPHY & TIMBERS LLP				
Address Line 4:	BOSTON, MASSACHUSETTS 02110-1618				
ATTORNEY DOCKET NUMBER	R: 2373W/134/144				
NAME OF SUBMITTER:	JAY SANDVOS				
SIGNATURE:	/Jay Sandvos/				
DATE SIGNED:	05/23/2016				
Total Attachments: 11	1				

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Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3730179

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSET SALES AGREEM	ASSET SALES AGREEMENT		
CONVEYING PARTY	DATA				
		Name		Execution Date	
2IC AUSTRALIA PTY	LTD			11/30/2015	
RECEIVING PARTY I	ΟΑΤΑ				
Name:	IMDEX G	IMDEX GLOBAL BV			
Street Address:	HERIKEF	HERIKERBERGWEG 238 110 CM			
City:	AMSTER	AMSTERDAM ZUIDOOST			
State/Country:					
,-					
PROPERTY NUMBER	RS Total: 2				
Property Typ	e	Number			
Application Number:	: 14	736541			
Patent Number:	91	03178			
	l be sent to th	17)443-0004 he e-mail address first; if tha			
<i>using a tax number,</i> Phone:	•	f that is unsuccessful, it wil 74439292	i be sent via US i	viaii.	
Email:		/hitehouse@sunsteinlaw.com			
		Y SANDVOS	-		
Address Line 1:	12	5 SUMMER STREET	SUMMER STREET		
			STEIN KANN MURPHY & TIMBERS		
Address Line 4:	BC	DSTON, MASSACHUSETTS (02110-1618		
ATTORNEY DOCKET	NUMBER:	2373W/134/144			
NAME OF SUBMITTE	R:	JAY SANDVOS	JAY SANDVOS		
BIGNATURE:		/Jay Sandvos, #43,900/			
SIGNATURE:			02/08/2016		
		02/08/2016			
DATE SIGNED:		02/08/2016			
DATE SIGNED: Total Attachments: 9	_144#page1.	I			
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Asset Sale Agreement

Date 11 November 2015

Parties

- 2IC Australia Pty Ltd ACN 079 595 467 of 216 Balcatta Road, Balcatta, Western Australia (Seller)
- 2. Imdex Global B.V. of Herikerbergweg 238 110 CM Amsterdam Zuidoost, Netherlands (Buyer)

Background

A. The Seller has agreed to sell the Assets and transfer the benefit of the Contract to the Buyer, and the Buyer has agreed to buy the Assets and take the benefit of the Contract from the Seller, on the terms of this Agreement.

Agreed terms

1. Definitions

In this Agreement:

Agreement means this deed including the recitals, schedules and any annexures;

Assets means the Intellectual Property;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Perth, Western Australia;

Confidential Information means:

- the terms of this Agreement and its subject matter, including Information submitted or disclosed by a party during negotiations, discussions and meetings relating to this Agreement;
- (b) Information that at the time of disclosure by a Disclosing Party is identified to the Receiving Party as being confidential; and
- (c) all other Information belonging or relating to a Disclosing Party that is not generally available to the public at the time of disclosure other than by reason of a breach of this Agreement or which the Receiving Party knows is confidential to that Disclosing Party;

Contract means the Distribution and Manufacturing Licence Agreement between Technidrill SAS 351 053 673 RCS Grasse (Technidrill) and the Seller which commenced on 29 October 2009;

Effective Date means 30 November 2015;

Encumbrance means:

(a) any legal or equitable interest or power reserved in or over an interest in an asset, including any retention of title;

- (b) an interest or power created or arising in or over an interest in an asset under a bill of sale, mortgage, charge, lien, pledge, hypothecation, preferential right, trust or other similar instrument, device or power; or
- (c) any other adverse right, title or interest of any nature, by way of security for the payment of a debt or the performance of any other obligation,

and includes any agreement or arrangement (whether legally binding or not) to grant or create any of the above;

Information means any information, whether oral, graphic, electronic, written or in any other form;

Intellectual Property means all industrial and intellectual property rights owned or used by the Seller in the Products including, without limitation:

- (a) the patent and patent applications set out in Schedule 2;
- (b) any rights in respect of or in connection with any copyright, patents, petty patents, inventions, trade marks, design rights or eligible layout rights (whether registered or not and whether registrable or not);
- (c) any rights to apply for registration of any of the rights referred to in sub-paragraph (a) of this definition;
- (d) know how, business plans and concepts;
- (e) computer program material (including computer software, computer object code, computer source code, user manuals, tables, charts, flow charts, programming manuals, algorithms, diagrams, plans, drawing techniques, data, structures, logical ideas, concepts and processes);
- (f) confidential information;

Loss or Claim means, in relation to any person:

- (a) a damage, loss, cost (including legal costs on a full indemnity basis), expense, penalty, fine, forfeiture or liability incurred or suffered by the person; or
- (b) a claim, notice, demand, action, proceeding, litigation, prosecution, arbitration, investigation, judgment or award made against the person,

however arising and whether present or future, fixed or unascertained, actual or contingent, based in contract, tort or statute and whether involving a third party or a party to this Agreement or otherwise;

Products means the Rota-Lock and the Ezy-Latch;

Purchase Price

Seller's Warranties means the warranties contained in Schedule 1.

2. Agreement to buy and sell Assets

(a) The Seller agrees to sell and the Buyer agrees to purchase all of the Seller's right, title and interest in the Assets for the Purchase Price and on the other terms of this Agreement.

> PATENT REEL: 038683 FRAME: 0162

- (b) The Seller agrees to use its reasonable endeavours to procure Technidrill's consent to transfer the Contract from the Seller to the Buyer as soon as reasonably practicable. If such consent cannot be obtained from Technidrill the Seller shall terminate the Contract in accordance with its terms.
- (c) The Seller transfers and assigns the Assets to the Buyer on the Effective Date free from any Encumbrance, and the Buyer accepts the transfer assignment from the Seller, of:
 - (i) all the Seller's right, title and interest throughout the world in the Assets;
 - (ii) all the Seller's rights to apply for any form of registration or to assign such Assets; and
 - (iii) the right to take any action that the Seller has had or may have against any person to recover damages, accounts of profit or other relief for any infringement or misuse of any Assets, including any such infringement or misuse prior to the Effective Date.
- (d) The title to the Assets:
 - (i) until the Effective Date, remains solely with the Seller; and
 - (ii) on and from the Effective Date, passes from the Seller to the Buyer.

3. Purchase Price

3.1 Payment of the Purchase Price

In consideration of the Seller agreeing to sell the Assets to the Buyer, the Buyer must pay the Purchase Price to the Seller within terms to be mutually agreed between the Seller and Buyer.

3.2 Manner of payment

4. Seller's Warranties

- (a) The Seller represents and warrants to the Buyer as an inducement to the Buyer to enter into this Agreement that each of the Seller's Warranties is true and accurate, and not misleading or deceptive, at the Effective Date.
- (b) Each of the Seller's Warranties is a separate warranty and is not limited or restricted by any other Seller's Warranty, except if that limit or restriction is clearly stated in the relevant Seller's Warranty.

5. Buyer's Warranties

5.1 Warranties





5.2 Warranties true on Effective Date

The Buyer represents and warrants to the Seller that each of the warranties set out in clause 5.1 is true and accurate, and not misleading or deceptive, at the Effective Date.

6. Confidentiality

6.1 Obligations of confidentiality

Each party (Receiving Party) receiving, possessing or otherwise acquiring Confidential Information of any other party (Disclosing Party) acknowledges that the Disclosing Party's Confidential Information is the property of and confidential to or a trade secret of the Disclosing Party. Subject to clause 6.2, the Receiving Party must:

- (a) keep the Disclosing Party's Confidential Information confidential and not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the prior written approval of the Disclosing Party;
- (b) take all reasonable steps to secure and keep secure all Disclosing Party's Confidential Information coming into its possession or control; and
- (c) not memorise, use, modify, reverse engineer or make copies, notes or records of the Disclosing Party's Confidential Information for any purpose other than in connection with the performance by the Receiving Party of its obligations under this Agreement.

6.2 Exceptions

The obligations of confidentiality under clause 6.1 do not apply to any information that:

- (a) is generally available to the public (other than by reason of a breach of this Agreement); or
- (b) is required to be disclosed by any applicable law.

7. General

7.1 Entire understanding

- (a) This Agreement contains the entire understanding between the parties concerning the subject matter of the Agreement and supersedes, terminates and replaces all prior agreements and communications between the parties.
- (b) Each party acknowledges that, except as expressly stated in this Agreement, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other party in relation to the subject matter of this Agreement.

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7.2 Severability

Any provision of this Agreement that is invalid in any jurisdiction must in relation to that jurisdiction:

- (a) be read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) be severed from this Agreement in any other case,

without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.

7.3 No assignment

A party cannot assign or otherwise transfer the benefit of this Agreement without the prior written consent of each other party.

7.4 No variation

This Agreement cannot be amended or varied except in writing signed by the parties.

7.5 Duty

Any duty (including related interest or penalties) payable in respect of this Agreement or any instrument created in connection with it must be paid by the Buyer.

7.6 Governing law and jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of Western Australia.
- (b) The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this Agreement, its performance or subject matter.

7.7 Notices

Any notice or other communication to or by a party under this Agreement:

- (a) may be given by personal service, post or facsimile and must be in writing, legible and in English addressed (depending on the manner in which it is given) to the address of the party specified on the first page of this Agreement; and
- (b) is deemed to be given by the sender and received by the addressee:
 - (i) if delivered in person, when delivered to the addressee;
 - (ii) if posted, 2 Business Days (or 6, if addressed outside Australia) after the date of posting to the addressee whether delivered or not; or
 - (iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

7.8 Counterparts

If this Agreement consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

Schedule 1 - Seller's Warranties



2. The Assets

- (a) The Intellectual Property is original.
- (b) The Seller is not aware of any act or information which would invalidate any of the intellectual Property.
- (c) The use by the Buyer of the Intellectual Property will not infringe the rights of any third party.

3. Information

All Information that is: (i) known to the Seller relating to the Assets or otherwise relevant to the subject matter of this Agreement; and (ii) material to a buyer of the Assets, has been fully and fairly disclosed in writing to the Buyer before the execution of this Agreement.

4. Litigation

- (a) Neither the Seller nor any person for whose acts or defaults the Seller may be vicariously liable is involved in, or threatened with, any Loss or Claim relating to or affecting any Asset in any court, tribunal or otherwise, and there are no facts or circumstances likely to give rise to any such Loss or Claim.
- (b) There is no unsatisfied Loss or Claim against the Seller relating to or affecting any Asset.

PATENT REEL: 038683 FRAME: 0167

Schedule 2 - Patents and patent application

Country	Official No.	Title
Canada	2752894	Head Assembly
Australia	2010217182	Head Assembly
European Patent Convention	EP10745719	Head Assembly
Eurasian Patent Office	201190183	Head Assembly
South Africa	2011/06106	Head Assembly
African Regional Industrial Property Organisation	AP/P/2011/005896	Head Assembly
United States Of America	9103178	Head Assembly
United States Of America	14/736541	Head Assembly
Canada	2828254	Overshot
Australia	2012225191	Overshot
South Africa	2013/06280	Overshot
European Patent Office	EP2134921	A Core Orientation Tool
South Africa	2009/07176	A Core Orientation Tool

Executed as a deed.

Executed by **2iC Australia Pty Ltd** ACN 079 595 467 by its duly authorised representatives:

Signature of director

Roxaio Name (please print)

Executed by Imdex Global B.V. by its duly) authorised representatives:)

805855050505

Signature of director

berek Loughlin Name (please print)

C.T.T.

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Signature of director or company secretary* *delete whichever does not apply

****** Name (please print)

RECORDED: 05/06/2016