

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3965204

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KEVIN HAROLD MCPHEAT	12/23/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FILTERCORP INTERNATIONAL LIMITED
<b>Street Address:</b>	17-21 KAWANA STREET
<b>City:</b>	AUCKLAND
<b>State/Country:</b>	NEW ZEALAND
<b>Postal Code:</b>	0627
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14757463
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)787-7557
<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>	
<b>Phone:</b>	703-787-9400
<b>Email:</b>	bryce@wcc-ip.com
<b>Correspondent Name:</b>	WHITHAM, CURTIS & COOK, P.C.
<b>Address Line 1:</b>	11491 SUNSET HILLS ROAD
<b>Address Line 2:</b>	SUITE 340
<b>Address Line 4:</b>	RESTON, VIRGINIA 20190
<b>ATTORNEY DOCKET NUMBER:</b>	11990006USP
<b>NAME OF SUBMITTER:</b>	T. BRYCE MILLER
<b>SIGNATURE:</b>	/T. Bryce Miller/
<b>DATE SIGNED:</b>	07/18/2016
<b>Total Attachments: 9</b>	
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*KEVIN HAROLD MCPHEAT*

*FILTERCORP INTERNATIONAL LIMITED*

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**DEED OF ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS**

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## PARTIES

**KEVIN HAROLD MCPHEAT**, a New Zealand citizen of 10 Travis View Drive, Fairview Heights, Auckland 0632, New Zealand (**Assignor**)

**FILTERCORP INTERNATIONAL LIMITED**, a New Zealand company whose registered office is located at 17-21 Kawana Street, Northcote, Auckland, 0627, New Zealand (**Assignee**)

## INTRODUCTION

- A. The Assignor has devised or contributed to the Invention.
- B. The Assignor acknowledges that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. To the extent that the Assignor owns the Invention or any Intellectual Property Rights, the Assignor has agreed to assign, and the Assignee has agreed to accept, the Invention and such Intellectual Property Rights subject to the terms and conditions of this deed.

## COVENANTS

### 1. DEFINITIONS

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- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

**Copyright** means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and
- (b) any database rights,

comprising or relating to the Invention as may exist anywhere in the world;

**Design Rights** means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) any unregistered design rights; and
- (d) any semi-conductor topography or integrated circuit layout rights;

**Intellectual Property Rights** means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

**Invention** means any and all inventions the subject of the Patent Application as improved, modified, developed or amended at any time up to the date of signing of this deed;

**Know-How** means any information, knowledge, experience, data and designs in the possession of the Assignor of a confidential nature and not in the public domain relating to the Invention or the process for making or using it;

**Patent Application** means the patent application identified in the Schedule; and

**Patent Rights** means all patent rights in and to the Invention as may exist or come into existence anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Application together with:
  - (i) any patent that may be granted pursuant to the Patent Application; and
  - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Application in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

## **2. ASSIGNMENT**

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2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to:

- (a) the Invention;
- (b) the Intellectual Property Rights; and

- (c) the Know-How and the full, unfettered and exclusive worldwide right to use the Know-How for any purpose whatsoever (including the filing of patent applications in respect of all or any part of it).

2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of:

- (a) all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed; and
- (b) all rights of ownership of any materials that form part of the Know-How.

2.3 **Moral rights:** The Assignor waives all of the Assignor's moral rights arising from the Invention throughout the world, to the extent that the Assignor may lawfully do so.

### 3. **KNOW-HOW**

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3.1 **Provision of Know-How:** The Assignor will, at the request of the Assignee and to the extent outstanding:

- (a) disclose to the Assignee in writing all Know-How known to the Assignor;
- (b) provide all other reasonable assistance and information as may be reasonably necessary in order to assist the Assignee, or its nominee, to develop and make or use the Invention; and
- (c) where possible, provide all original versions of the Invention and any materials that form part of the Know-How.

3.2 **Confidentiality:**

- (a) The Assignor agrees to treat all information relating to the Invention, the Know-How and the Intellectual Property Rights as secret and confidential.
- (b) Following the execution of this deed, the Assignor will not use, disclose or publish the information referred to in paragraph (a) above without the Assignee's prior written consent.
- (c) These obligations of confidentiality will not extend to any information that is or becomes generally available to the public through no act or default of the Assignor. However, the Assignor will promptly advise the Assignee where the Assignor becomes aware of any actual or potential loss of secrecy or confidentiality in respect of such information.

### 4. **IMPROVEMENTS**

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4.1 **Disclosure:** Following the date of this deed, the Assignor, while employed by the Assignee or under any commission from the

Assignee, will immediately disclose to the Assignee all improvements in, modifications of or additions to:

- (a) the Invention;
- (b) any original artistic, literary or other works relating to the Invention; and
- (c) any designs to be applied to the articles of or relating to the Invention,

devised, created, designed, contributed to or acquired by the Assignor (**Improvements**).

#### 4.2 **Ownership of Improvements:**

- (a) The Assignee will exclusively own all Improvements and all intellectual property rights in such Improvements. To the extent that any Improvements and such intellectual property rights do not on their creation vest in the Assignee but vest in the Assignor, the Assignor will hold such Improvements and intellectual property rights on trust for the Assignee.
- (b) The Assignor will at any time, upon the Assignee's reasonable request and at the Assignee's expense, appropriately execute all documents necessary to:
  - (i) confirm the Assignee's ownership of the Improvements and all intellectual property rights in such Improvements; or
  - (ii) file a protective application for such Improvements and intellectual property rights and/or defend such protective application.

### **5. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS**

5.1 **Further actions:** If requested by the Assignee the Assignor will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to:

- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection of the Intellectual Property Rights, with the understanding and the intention that all rights, title and interest in and to such applications and any granted protection is to vest in the Assignee;
- (b) vest any such protection referred to in paragraph (a) in the Assignee;
- (c) amend, maintain or renew any such protection referred to in paragraph (a);
- (d) assist the Assignee to:
  - (i) enable enforcement of any of the Intellectual Property Rights (including obtaining all remedies as may be

available for infringement of the Intellectual Property Rights);

- (ii) defeat any challenge to the validity of any of the Intellectual Property Rights;
  - (iii) defend any opposition proceedings brought by a third party in respect of the Intellectual Property Rights; or
  - (iv) conduct opposition proceedings in respect of any application for intellectual property protection by a third party where such application may adversely affect the Assignee's ability to exploit the Intellectual Property Rights; and
- (e) otherwise implement and carry out the Assignor's obligations under this deed.

5.2 **Power of attorney:** The Assignor hereby irrevocably appoints the Assignee as the Assignor's attorney with full power to act in the Assignor's name and on the Assignor's behalf in fulfilling any of the matters set out in clause 5.1:

- (a) to the extent that the Assignor fails to do any of such matters after being called upon to do so by the Assignee; or
- (b) if the Assignee is unable, after making reasonable and proper inquiries, to locate the Assignor to request the fulfilment of such matters.

## 6. GENERAL

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6.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.

6.2 **Facsimile counterparts:**

- (a) This deed may be executed in any number of counterparts (including facsimile copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

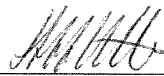
6.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New



Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.


**SIGNED AS A DEED**

**SIGNED** by **KEVIN HAROLD MCPHEAT** in  
the presence of:

  
Signature

23/12/2013.  
Date

**WITNESS**

Signature: 

Name: Michael Lee

Address: 24 Whitby Crescent, Mairangi Bay

Occupation: Sales Support.

**SCHEDULE  
PATENT APPLICATION**

<b>Country</b>	<b>Application No.</b>	<b>Title</b>	<b>Date Filed</b>
New Zealand	612601	IMPROVEMENTS IN OR FOR FILTRATION SYSTEMS	27 June 2013