

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4082148

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DOWNER EDI RAIL PTY LTD	06/23/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MINERAL TECHNOLOGIES PTY LTD
<b>Street Address:</b>	39 DELHI ROAD
<b>Internal Address:</b>	NORTH RYDE
<b>City:</b>	NEW SOUTH WALES 2113
<b>State/Country:</b>	AUSTRALIA
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6764034
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(203)323-1800
<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>	(203) 323-1800
<b>Email:</b>	pto@gordonjacobson.com
<b>Correspondent Name:</b>	GORDON & JACOBSON, P.C.
<b>Address Line 1:</b>	60 LONG RIDGE ROAD
<b>Address Line 2:</b>	SUITE 407
<b>Address Line 4:</b>	STAMFORD, CONNECTICUT 06902
<b>ATTORNEY DOCKET NUMBER:</b>	HAC-6,764,034-#2
<b>NAME OF SUBMITTER:</b>	JAY P. SBROLLINI
<b>SIGNATURE:</b>	/Jay P. Sbrollini/
<b>DATE SIGNED:</b>	10/04/2016
<b>Total Attachments: 3</b>	
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**Deed of Assignment -  
USA**

Downer EDI Rail Pty Ltd

(formerly known as EDI Rail Pty Ltd and Evans  
Deakin Pty Ltd, by change of company name)

ACN 000 002 031

and

Mineral Technologies Pty Ltd

ACN 105 309 260

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HALFORDS IP

Patent & Trade Mark Attorneys

7th Floor, 1 Market Street

Sydney NSW 2000 Australia

Telephone: + 61 2 9264 8388

Facsimile: + 61 2 9264 1810

E-mail: mail@halfords.com.au

# This Deed of Assignment

is made BETWEEN the following parties:

**DOWNER EDI RAIL PTY LTD- ACN 000 002 031 (formerly known as EDI Rail Pty Ltd and Evans Deakin Pty Ltd, by change of company name)**

of 39 Delhi Road North Ryde New South Wales 2113 AUSTRALIA, an Australia corporation,  
(the "Assignor");

and

**MINERAL TECHNOLOGIES PTY LTD- ACN 105 309 260**

of 39 Delhi Road North Ryde New South Wales 2113 AUSTRALIA, an Australia corporation,  
(the "Assignee")

## Recitals

- A. The Assignor is the legal and equitable owner of the inventions and patents referred to in Schedule 1 (collectively referred to as the "Properties").
- B. The Assignee wishes to obtain from the Assignor and the Assignor wishes to assign to the Assignee, the Assignor's entire right, title and interest in the Properties, together with all common law rights, copyright and any other intellectual property rights which the Assignor may have in the Properties, free from all encumbrances, including the right to sue for infringement of The Properties and recover damages or an account of profits for such infringement which occurred prior to this Deed.

THIS DEED WITNESSES that, in consideration of the sum of AU\$1.00 paid by the Assignee to the Assignor (receipt of which the Assignor acknowledges) and the mutual promises contained in this Deed, the parties agree:

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## 1 Assignment

### 1.1 The Properties

The Assignor hereby assigns and transfers to the Assignee its entire right, title and interest in the Patent, together with all common law rights, copyright and any other intellectual property rights which the Assignor may have in the Patent, free from all encumbrances.

### 1.2 Third Parties

To the extent (if any) that the Assignor has, had or will have the right to take any action against any third parties for infringement of the Patent, the Assignor confirms the assignment and transfer to the Assignee of all such rights whether or not such infringement took place prior to the date of this Deed including the right to sue for infringement of The Properties and recover damages or an account of profits for such infringement which occurred prior to this Deed.

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## 2 Warranty

The Assignor warrants that it has the entire right, title and interest in the Properties and has not assigned, licensed or otherwise encumbered any right, title and interest in the Properties to any other person.

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## 3 Completion

### 3.1 Recordal of Assignment

The Assignor shall execute all such documents and do all such things as may be necessary, proper, desirable or reasonably requested by the Assignee to enable the Assignee (and its agents/representatives) to record the Assignee as the owner or the

applicant (as the case may be) in respect of the Properties, or of any other intellectual property rights subsisting in or relating to the Properties.

### 3.2 Undertaking

The Assignor agrees and undertakes that it will not and will not facilitate or assist any other person to:

- (1) challenge the validity of this Deed or the assignment of the Properties;
- (2) oppose or otherwise challenge any of the Properties (or any part thereof), or the Assignee's ownership of the Properties;
- (3) challenge the Assignee's rights to use, license or otherwise exploit the inventions claimed or disclosed in any of the Properties.

## 4 General

A variation of the terms of this Deed must be in writing and signed by the parties.

In this Deed, unless the context otherwise requires:

- (1) words importing the singular include the plural and vice versa;
- (2) a reference to a person includes a corporation; and
- (3) a reference to a person includes that person's successors and legal personal representatives.

## 5 Schedule 1 – The properties

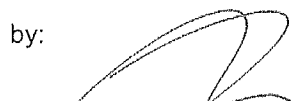
The inventions and patents in the following properties:

Country	Patent No.	Invention Title	Property Type
USA	6286686	Hutch Chamber for Jig	Utility Patent
USA	6375101	Grinding Mill	Utility Patent
USA	6764034	Grinding Mill	Utility Patent

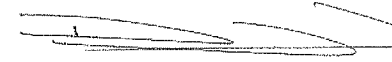
EXECUTED by the parties as a Deed:

**Executed by**  
**DOWNER EDI RAIL PTY LTD**  
**ACN 000 002 031**

by:

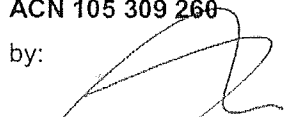
  
Peter Tompkins- Director

Date: 23 June 2016

  
Peter Lyons- Company Secretary

**Executed by**  
**MINERAL TECHNOLOGIES PTY LTD**  
**ACN 105 309 260**

by:

  
Peter Tompkins- Director

Date: 23 June 2016

  
Peter Lyons- Company Secretary