

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4086519

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KYLE DICK	05/28/2014
RECEIVING PARTY DATA	
Name:	KILOBRAVO LIMITED
Street Address:	101 WAIRAU ROAD
City:	WAIRAU VALLEY, AUCKLAND
State/Country:	NEW ZEALAND
Postal Code:	0627
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15286316
CORRESPONDENCE DATA	
Fax Number:	(202)857-6395
<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:	2028576000
Email:	patentdocket@arentfox.com
Correspondent Name:	ARENT FOX LLP
Address Line 1:	1717 K STREET, NW
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	109915.00004
NAME OF SUBMITTER:	NATASHA BROWN
SIGNATURE:	/Natasha Brown/
DATE SIGNED:	10/06/2016
Total Attachments: 10	
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SCHEDULE 8

KYLE DICK

BLAIR LEWIS

OSCAR MIKE LIMITED

KILOBRAVO LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PARTIES

KYLE DICK, a New Zealand citizen of 4/6 Alison Ave, Takapuna, Auckland 0622, New Zealand ("First Assignor")

BLAIR LEWIS, a New Zealand citizen of 82 The Terrace, Herald Island, Auckland 0618, New Zealand ("Second Assignor")

OSCAR MIKE LIMITED, a New Zealand company whose registered office is located at 203 Queen Street, Auckland 1010, New Zealand ("Third Assignor")

KILOBRAVO LIMITED, a New Zealand company whose registered office is located at 101 Wairau Road, Wairau Valley, Auckland, 0627 New Zealand ("Assignee")

INTRODUCTION

- A. The First Assignor and Second Assignor are employees and directors of the Third Assignor.
- B. During the course of their employment with the Third Assignor, the First Assignor and the Second Assignor, contributed to the Invention and the Intellectual Property Rights.
- C. The Assignors have agreed to establish the Assignee to commercially exploit the Invention and Intellectual Property Rights.
- D. The Assignors have 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

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

"Assignors" means the First Assignor, Second Assignor and the Third Assignor and "Assignor" means any one of them;

"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 any of the Assignors of a confidential nature and not in the public domain relating to the Invention or the process for making or using it;

"Patent Applications" means the patent applications identified in the Schedule;

"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 Applications together with:
 - (i) any patent that may be granted pursuant to any of the Patent Applications; and
 - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to any of the Patent Applications in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents); and

"Shareholders Agreement" means the shareholders agreement entered into on or about the date of this deed by the First Assignor and Second Assignor with the other shareholders of the Assignee in relation to the operations of the Assignee.

2. ASSIGNMENT

- 2.1 **Assignment:** In consideration of the shares and the other consideration to be issued or transferred under the Shareholders Agreement, each of the Assignors hereby assigns to the Assignee absolutely all of their 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),
- to the extent that they hold such rights, title and interest.
- 2.2 **Fair value:** Each party acknowledges and agrees that the consideration to be provided under the Shareholders Agreement represents fair value for the assignments effected by clause 2.1.
- 2.3 **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.
- 2.4 **Moral rights:** The First Assignor and Second Assignor each waive all of his moral rights arising from the Invention throughout the world, to the extent that he may lawfully do so.

3. KNOW-HOW

- 3.1 **Provision of Know-How:** Each of the Assignors will, at the request of the Assignee and to the extent outstanding:
- (a) disclose to the Assignee in writing all Know-How known to that 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) Each of the Assignors 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, each of the Assignors 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 any of the Assignors. However, each of the Assignors will promptly advise the Assignee where that Assignor becomes aware of any actual or potential loss of secrecy or confidentiality in respect of such information.

4. IMPROVEMENTS

4.1 **Disclosure:** Following the date of this deed, while any of the Assignors is a shareholder of the Assignee, employed by the Assignee or under any commission from the Assignee, that Assignor 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 any of the Assignors, that Assignor will hold such Improvements and intellectual property rights on trust for the Assignee.
- (b) Each of the Assignors 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, each of the Assignors 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 that Assignor's obligations under this deed.

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

- (a) to the extent that such of the Assignors 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 that Assignor to request the fulfilment of such matters.

6. GENERAL

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 Counterparts:

- (a) This deed may be executed in any number of counterparts (including facsimile or electronically scanned 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 or electronically scanned 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 **KYLE DICK** in the presence of:

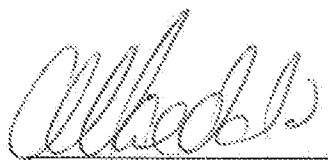


Signature

23/5/2014

Date

WITNESS

Signature: 

Name: Caron Macdonald

Address: Auckland

Occupation: Chartered Accountant

SIGNED by **BLAIR LEWIS** in the presence of:

Signature

Date

WITNESS

Signature:

Name:

Address:

Occupation:

SIGNED by **OSCAR MIKE LIMITED** by:


Signature of Kyle Dick, director

Date


Signature of Blair Lewis, director

Date

SIGNED by KILOBRAVO LIMITED by:


Signature of Kyle Dick, director

28/5/2014
Date


Signature of Blair Lewis, director

18-6-15
Date

SCHEDULE
PATENT APPLICATIONS

Country	Application No.	Title	Date Filed
New Zealand	593829	IMPROVEMENTS IN OR RELATING TO A VESSEL	Provisional application filed on 30 June 2011
New Zealand	594876	IMPROVEMENTS IN OR RELATING TO A VESSEL	29 June 2012
Patent Co-operation Treaty	PCT/IB2012/053313	IMPROVEMENTS IN OR RELATING TO A VESSEL	29 June 2012