

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4205053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
SECUROSEAL PTY LTD			08/01/2015
RECEIVING PARTY DATA			
Name:	SECUROSEAL HOLDINGS LLC		
Street Address:	2140 S. DUPONT HWY		
City:	CAMDEN		
State/Country:	DELAWARE		
Postal Code:	19934		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	8474584		
Patent Number:	8388025		
Patent Number:	9157257		
CORRESPONDENCE DATA			
Fax Number:	(612)334-3312		
<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>			
Email:	dedminster@wck.com		
Correspondent Name:	DAVID D. BRUSH		
Address Line 1:	900 SECOND AVENUE SOUTH		
Address Line 2:	SUITE 1400		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	S171.12-0001-0003		
NAME OF SUBMITTER:	DAVID D. BRUSH		
SIGNATURE:	/David D. Brush/		
DATE SIGNED:	12/29/2016		
Total Attachments: 9			
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SECUROSEAL PTY LTD
ACN 058 099 013

and

SECUROSEAL HOLDINGS LLC
No: 5790131

Deed of Assignment of IP Rights



Kliger Partners
Lawyers

in association with Nathan Kuperholz

*Liability limited by a scheme approved under Professional
Standards Legislation*

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JEG:JEG:152568:ek
K152568_002

PATENT
REEL: 040805 FRAME: 0761

Date: 31 JULY 2015.

Parties:

SECUROSEAL PTY LTD, ACN 058 099 013

incorporated in Victoria, Australia, of:
38-40 River Street,
South Yarra, Victoria 3141
Australia

("Assignor")

and

SECUROSEAL HOLDINGS LLC, No: 5790131

incorporated in Delaware, United States of America, of:
2140 S Dupont Hwy
Camden, Delaware 19934
United States of America

("Assignee")

Recitals

- A. The Assignor is the owner of various Intellectual Property Rights including but not limited to the rights set out in the Schedule to this deed.
- B. The Assignor has agreed to Assign all of its rights, title and interest in and to the Intellectual Property Rights in the U.S. Territory owned by it to the Assignee, including any rights to apply to any patents, design registration, trade marks' or circuit layout rights relating to or in connection with the Intellectual Property subject to the terms and conditions set out in this deed.

Operative part

1. Definitions and interpretation

1.1 Definitions

In this deed, unless the contrary intention appears:

"Assign" / "Assignment" means the assignment of all copyright, design rights, patent right and trade marks in in connection with or relating to the Intellectual Property pursuant to this deed;

"Confidential Information" means any information of either party which by its very nature is confidential (whether recorded or not and if recorded whether by writing or any other means upon which there is marked any words, figures or symbols which are capable of carrying a definite meaning to persons conversant with them) including but not limited to:

- (a) intellectual property, including patents (whether sealed or not), patentable processes, trade secrets, designs, copyright, trade marks, business names, formulae, research and test data and the potential applications of any or all of the

foregoing, and all enhancements and modifications to such industrial and intellectual property;

- (b) technical, financial and business information, plans, models, proposals, reports, and market projections;
- (c) arrangements and agreements (including proposed arrangements and agreements) with third parties;
- (d) contact details of suppliers, customers, potential customers, investors and partners;
- (e) specifications, drawings, technology, strategies, know-how, ideas and concepts;
- (f) names and expertise of employees and consultants;
- (g) any information which if made public, may be detrimental to its goodwill, public image, commercial relationships or standing; and
- (h) the terms of this deed; and

"Intellectual Property Rights" means all rights resulting from intellectual activity whether capable of protection by statute, common law or equity and whether recorded or unrecorded, stored or incorporated in any medium of any description and includes but is not limited to copyright, moral rights, discoveries, inventions, patent rights, registered and unregistered trade marks, design rights, confidential information, domain names and all rights and interests of a like nature, together with any and all documentation relating to such rights and interests.

- 1.2 **"U.S. Territory"** means the United States of America, and its territories and possessions, i.e., including Puerto Rico and the U.S. Virgin Islands, as well as all military and diplomatic installations of the United States of America, wherever situated, common carriers, (e.g. airlines, ships at sea, etc.) that fly the flag of the United States of America, and industrial installations (e.g. drilling platforms, construction sites, company theaters, etc.) of the United States of America, wherever situated.

1.3 **Interpretation**

In this deed unless the contrary intention appears:

- (a) a reference to this deed or another instrument includes any variation or replacement of either of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
- (f) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive to that day;

- (g) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and
- (h) a reference to an amount of money is a reference to that amount in Australian dollars.

2. Assignment

- 2.1 In consideration of the payment of \$ 25,000 — by the Assignee to the Assignor (receipt of which is acknowledged), the Assignor Assigns all right, title and interest in the Intellectual Property Rights in the U.S. Territory owned by it, as identified in the Schedule to the Assignee, which Assignment is effective on 1 August 2015.
- 2.2 The Assignment of the Intellectual Property Rights in the U.S. Territory in the previous sub-clause is absolute and for all uses and purposes including the making of any modifications, enhancements, adaptations or versions of the work embodied in the Intellectual Property and includes any releases of the work in any medium.
- 2.3 The Assignment also entitles the Assignee to the benefits of all accrued rights and actions for past infringement of the Intellectual Property Rights in the U.S. Territory assigned by the Assignor to the Assignee and includes all rights to damages, an accounting of profits and all other relief in respect of any past infringements and the right to sue for, recover and retain for the Assignee's own use and benefit absolutely, all such damages and profits and other relief, in any way relating to the Intellectual Property Rights in the U.S. Territory.
- 2.4 The Assignor agrees to do all things necessary (including but not limited to signing all necessary documents) to enable the Assignee to apply for, perfect and obtain registration as the registered proprietor of all Intellectual Property assigned by it to the Assignee pursuant to this deed.

3. Warranties

- 3.1 The Assignor represents and warrants to the Assignee that:
 - (a) the Assignor is the sole legal and beneficial owner of and has full right, title and interest in the Intellectual Property Rights in the U.S. Territory assigned by it to the Assignee pursuant to this deed;
 - (b) the Assignor has not entered into any agreement or arrangement involving the sale, mortgage, pledge, granting of options or any other rights over its interest in the Intellectual Property assigned by it to the Assignee pursuant to this deed;
 - (c) the mere use and exercise of the Intellectual Property Rights in the U.S. Territory (assigned by the Assignor to the Assignee pursuant to this deed) by the Assignee or any licensee or sub-licensee of the Assignee will not infringe any copyright rights, patent rights or other intellectual property rights of any person, or legal entity nor give rise to a liability for payment by the Assignee or any licensee or sub-licensee of the Assignee of any royalty to any third party or to any liability to pay compensation;
 - (d) the execution of this deed nor the performance by the Assignor of its obligations under this deed, will cause the Assignor to be in breach of any agreement or deed to which it is a party or subject to; and
 - (e) the Assignor will not undertake any act which might or would invalidate or put in dispute any of the Intellectual Property Rights in the U.S. Territory assigned by it to

the Assignee pursuant to this deed, nor will the Assignor assist any party directly or indirectly to do any of these acts.

4. Indemnity

The Assignor indemnifies the Assignee and the Assignee's officers, employees and agents against all and any liability, loss, damage, cost or reasonable expense (including but not limited to reasonable legal costs and defence or settlement costs) directly or indirectly arising out of, or in connection with a breach of any of the warranties provided by the Assignor pursuant to clause 3.

5. Notices

- 5.1 A notice or communication to be served or given under this deed must be in writing and may be served or given by any lawful means of service including without limitation service by hand delivery, ordinary, certified or registered pre-paid post, email or by facsimile transmission, but only if the facsimile sending machine prints immediately after transmission a report showing the time and date of successful transmission and a copy of part of the first page of the relevant transmission as part of that report. The date a notice is deemed served, given and received is:
- (a) if delivered by hand, the day of delivery but if delivery takes place after 4:00 pm on a Business Day or on a day that is not a Business Day then it is deemed served, given and received on the next Business Day;
 - (b) if sent by mail within Australia – 3 Business Days from the date of posting;
 - (c) if sent by air mail outside Australia – 10 Business Days from the date of posting;
 - (d) if emailed, when that email passes the point in the sender's computer system that the communication could not be retrieved or stopped by the sender from being transmitted to the correct email address of the recipient, provided that the sender can show evidence that the email has been transmitted to the correct email address of the recipient (and production of a copy of the sender's email server log showing the email address and delivery to that address will be sufficient evidence for these purposes);
 - (e) if by facsimile transmission, on the day of transmission but if transmission is not on a Business Day or is not completed by 4:00 pm on a Business Day then it is deemed served, given and received the next Business Day;
- 5.2 The address, email address and facsimile number at which a party may be served or given notices under this deed is its address, email address and facsimile number as appearing in this document, or such other address, email address or facsimile number for service it notifies the other parties of in writing.

6. No Partnership or Agency

- 6.1 The rights, duties, obligations and liabilities of all the parties under this deed are several and not joint or collective.
- 6.2 Nothing contained in this deed will create or constitute a partnership, agency, fiduciary or any other relationship except for the relationship of contracting parties.

- 6.3 No party must act, represent or hold itself out as having the authority to act as the agent of the other or in any way bind or commit the other to any obligation.

7. Confidential Information

7.1 The parties must:

- (a) at all times hold all Confidential Information which comes into their possession in full and complete confidence;
- (b) not use any Confidential Information for the purpose of obtaining a commercial advantage over the other;
- (c) do anything reasonably required by either party to restrain a breach of this deed or any infringement of either party's rights arising under this deed;
- (d) only disclose Confidential Information to those of its officers, employees and agents and/or advisers ("**Representatives**") to the extent such persons legitimately need access to it in order for them to carry out the purpose for which the Confidential Information has been disclosed; and
- (e) inform its Representatives of the confidential nature of the Confidential Information and ensure that they are under binding obligations no less restrictive than those contained in this deed to keep that information confidential.

7.2 Confidential Information does not include information which:

- (a) is in or comes into the public domain in any way without a breach of a party's obligations pursuant to this deed;
- (b) can be shown by a party to have been legitimately known to it prior to its receipt from other party and which was not obtained under a duty of confidence from a third party;
- (c) is independently developed by a party without any reliance on or use of the Confidential Information; or
- (d) is communicated in response to a valid order of a court, tribunal, government body or otherwise as required by law or as necessary to establish any right pursuant to this deed.

7.3 The onus of establishing that any of the exceptions provided for under clause 7.2, fall on the party asserting that the exception applies.

7.4 Without limiting any other provision of this deed, this clause 7 will survive the termination of this deed.

8. General Provisions

8.1 Except as expressly permitted by this deed, no party may licence, share, assign or novate whether in whole or in part, its rights or obligations pursuant to this deed without the prior written consent of the other parties (which consent may be withheld).

8.2 Each party agrees to do all things necessary or desirable to give full effect to this deed including if necessary the execution of any notice or document if reasonably required to do so by any other party.

- 8.3 No delay or indulgence by either party in enforcing the provisions of this deed shall prejudice or restrict the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.
- 8.4 This deed constitutes the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings whether verbal or in writing.
- 8.5 No variation to this deed is valid or enforceable unless reduced to writing and signed by duly authorised officers of each of the parties.
- 8.6 If any part of this deed is held invalid that part shall be severed from this deed and the remainder of the deed will continue to be valid and enforceable.
- 8.7 This deed is not to be construed to the disadvantage of a party because that party was responsible for the drafting of a particular clause or term.
- 8.8 This deed may be executed in counterparts each of which will be an original but such counterparts will together constitute one and the same deed.
- 8.9 The law governing this deed will be the law in Victoria, Australia and the parties submit to the exclusive jurisdiction of its courts and its appellate courts and to the Federal Court of Australia sitting in Victoria.

Executed as a Deed on the date specified on page 2 of the Deed:

EXECUTED by SECUROSEAL PTY LTD)
ACN 058 099 013 in accordance with)
section 127 of the Corporations Act:)



Sole Director/Secretary (Signature)

JEFFREY JONATHAN FRIEDMANN
Full name (please print)

19 DEVORGILLA AVENUE

Address (please print)

TOORAK, VICTORIA AUSTRALIA.

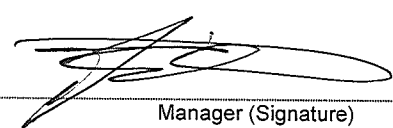

Witness (Signature)

Thomas Giordano-Lascari
Full name (please print)

Attorney

Title:

EXECUTED by SECUROSEAL)
HOLDINGS LLC, No: 5790131)
by being signed by a person who is)
authorised under its Constitution to sign)
for the company:)


Manager (Signature)

JEFFREY JONATHAN FRIEDMANN
Full name (please print)

19 DEVORGILLA AVENUE

Address (please print)

TOORAK, VICTORIA AUSTRALIA.


Witness (Signature)

Thomas Giordano-Lascari
Full name (please print)

Attorney

Title:

Schedule:

Trademarks:

securoseal

1. Madrid Protocol (portion thereof consisting of United States of America rights only) 917381, class 16.

Granted Patents:

1. United States of America patent 8474584 ('Tamper Evidencing Band').
2. United States of America patent 8388025 ('Security System for Articles in Transit').
3. United States of America patent 9157257 ('Security System for Articles in Transit' Divisional).

Other rights:

All other Intellectual Property Rights in the US Territory (actual or contingent) subsisting in the Securoseal tamper evident luggage seal device or any derivative thereof.