

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4215027

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DOUGLAS ARTHUR MCDONALD	07/07/2015
RECEIVING PARTY DATA	
Name:	ROCKHOUSE INTERNATIONAL PTY LTD
Street Address:	35-39 SCARBOROUGH STREET
Internal Address:	C/- SUITE 2
City:	SOUTHPORT
State/Country:	AUSTRALIA
Postal Code:	4215
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15324725
CORRESPONDENCE DATA	
Fax Number:	
<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:	61456789960
Email:	docket@emip.com.au
Correspondent Name:	EAGAR & MARTIN PTY LTD.
Address Line 1:	SUITE 2
Address Line 2:	35-39 SCARBOROUGH ST.
Address Line 4:	SOUTHPORT QLD, AUSTRALIA 4215
ATTORNEY DOCKET NUMBER:	ROC1-001-000US
NAME OF SUBMITTER:	TODD M. MARTIN
SIGNATURE:	/Todd Martin/
DATE SIGNED:	01/08/2017
Total Attachments: 5	
source=Assignmnt#page1.tif	
source=Assignmnt#page2.tif	
source=Assignmnt#page3.tif	
source=Assignmnt#page4.tif	

Assignment Deed

This Assignment

is made on this 7th day of July, 2015 between the following parties:

Douglas Arthur McDonald

of
7/45 Merrin Street
Southport
Qld 4216
Australia

(“the Assignor”)

AND:

Rockhouse International Pty Ltd; ACN: 169 597 148

of
c/o Suite 2, 35-39 Scarborough Street
Southport
Qld 4215
Australia

(“the Assignee”)

Background

The parties have agreed that the assignor has or will assign his rights to certain Intellectual Property to the Assignee on the terms of this deed.

Operative Provisions

1. Definitions and Interpretation

1.1 Definitions

In this deed:

(a)

“Assigned IP” means all Intellectual Property relating to a frame system for building structures, forming machines for forming structural members for the frame systems and methods of forming the frame systems as described and defined in provisional patent application 2014902604, filed on 7 July 2014, provisional patent application 2014902687, filed on 11 July 2014 and international application PCT/AU2015/050381 filed on 7 July 2010 (the “Patent Applications”).

(b)

“Intellectual Property” means any and all intellectual and industrial property rights, [whether subsisting now or in the future], including present and future copyright, throughout the world whether vested or contingent, including rights of any kind (whether registered or unregistered) in or relating to:

(i)

inventions, discoveries and novel designs, whether or not registered or registrable as patents, innovation patents (or any similar or analogous rights

Assignment Deed

anywhere in the world) or designs, including developments or improvements of equipment, technology, processes, methods or techniques;

(ii)

literary works, artistic works and any other works and subject matter in which copyright (including future copyright and rights in the nature of or analogous to copyright) may, or may upon creation of the works and subject matter, subsist anywhere in the world;

1.2 Interpretation

a)

headings are for convenience only and do not affect interpretation;

(b)

and unless the context indicates a contrary intention;

(c)

"person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(d)

a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;

(e)

a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(a)

a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments or replacements;

(b)

a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(c)

a reference to a party, clause or schedule is a reference to a party, clause or schedule to or of this deed, and a reference to this deed includes all schedules to it;

(d)

if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and

(e)

"includes" in any form is not a word of limitation.

2. Intellectual Property Assignment

2.1 Assignment of Assigned IP

The Assignor, by this deed, either assigns, transfers and sets over or confirms the assignment, transfer and set over to the Assignee:

(a)

his entire property, right, title and interest in and to the Assigned IP. The assignment, transfer and set over is free from all encumbrances and includes all the rights, powers, liberties and immunities conferred on the proprietor of the Assigned IP; and

Assignment Deed

- (b) all rights of action (whether past or present) against any third party in respect of any infringement or alleged infringement of the Assigned IP by that third party.
- (c) all priority rights, including the right to file applications to register its title to the Assigned IP anywhere in the world based on, and/or claiming priority from, either of the Patent Applications;

2.2 Further Assurances

- (a) The Assignor undertakes to do all reasonable acts and execute all documents reasonably provided by the Assignee as are necessary to enable the Assignee to:
 - (i) perfect or record or file applications to register its title to the Assigned IP anywhere in the world; and
 - (ii) fully enjoy, and to prosecute the Assigned IP and any rights associated with it anywhere in the world.
- (b) To the extent necessary in order for the Assignee to enforce or register rights granted under this deed, the Assignor agrees to enter into separate deeds recording individual assignments of the Assigned IP.

3. Warranties

The Assignor warrants that:

- (a) he has full legal capacity and power to enter into this deed and to carry out the transactions that this deed contemplates;
- (b) there are no actions, claims, objections, proceedings or investigations pending or threatened relevant to the Assigned IP; and
- (c) the execution of this deed and the performance by the Assignor of its obligations under this deed will not cause the Assignor to be in breach of any agreement or understanding to which it is a party or is subject.

4. General

4.1 Governing law

This deed is governed by and must be construed according to the law applying in the State of Queensland, Australia.

4.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of the State of Queensland, Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and

Assignment Deed

4.3 Waiver

(a)
Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.

(b)
A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.

(c)
No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

4.4 Severance

If any term or provision of this deed is held to be illegal, void or unenforceable (in whole or in part) in any jurisdiction, such term or provision or part of such term or provision will be deemed not to form part of this deed in that jurisdiction, but the validity and enforceability of the remainder of this deed in that jurisdiction and the validity and enforceability of that term or provision in any other jurisdiction will not be affected.

4.5 Amendments

This deed may only be varied by a document signed by or on behalf of each party.


(signatures on next page)

Assignment Deed

Executed as a deed

SIGNATURES

1. **Douglas Arthur McDonald**



[signature]

in the presence of

BARRY EAGAR
[name of Witness]


[signature of Witness]

2.


[signature]


Name:

Capacity: DIRECTOR

for and on behalf of: **Rockhouse International Pty Ltd; ACN: 169 597 148**

in the presence of

BARRY EAGAR
[name of Witness]


[signature of Witness]