504202988 01/30/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4249664

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNMENT			

### **CONVEYING PARTY DATA**

Name	Execution Date		
CEEBRON PTY LIMITED	12/15/2016		

## **RECEIVING PARTY DATA**

Name:	FRESH YES PTY LTD				
Street Address:	55 MC CARRS CREEK ROAD				
City:	CHURCHPOINT, NSW				
State/Country:	AUSTRALIA				
Postal Code:	2105				

## **PROPERTY NUMBERS Total: 1**

Property Type	Number					
Patent Number:	6865516					

## **CORRESPONDENCE DATA**

**Fax Number:** (312)616-5700

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.

**Phone:** 312-616-5600

**Email:** assignments@leydig.com

**Correspondent Name:** LEYDIG, VOIT & MAYER, LTD.

Address Line 1: TWO PRUDENTIAL PLAZA, STE. 4900

Address Line 2: 180 N. STETSON

Address Line 4: CHICAGO, ILLINOIS 60601-6731

ATTORNEY DOCKET NUMBER:	211016
NAME OF SUBMITTER:	KENNETH P SPINA
SIGNATURE:	/Ken Spina/
DATE SIGNED:	01/30/2017

**Total Attachments: 2** 

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PATENT 504202988 REEL: 041122 FRAME: 0554

### **ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

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TH	ıs	D	EE	O	İS	made	00	· · · · · · · · · · · · · · · · · · ·		Same.	Aller Common	****	and the Control	€.\$9

BETWEEN Ceebron Pty Limited (ABN 30 088 385 577) of 641 Old Northern Road, Dural, New South Wales 2158, Australia (the "Assignor")

AND Fresh Yes Pty Ltd (ABN 26 606 672 084) of 55 McCarrs Creek Road, Church Point, New South Wales 2105, Australia (the "Assignee")

#### RECITALS

- A. The Assignor is the owner of an invention relating to "A METHOD OF RECORDING THE TEMPERATURE OF PERISHABLE PRODUCTS IN COLD CHAIN DISTRIBUTION" (the "Invention") and is the registered owner of certain intellectual property rights in respect of that Invention, as listed in the Schedule to this deed (the "IP Rights").
- B. The Assignor has agreed to assign to the Assignee all the Assignor's right, title and interest in and to the Invention and the IP Rights including the right to apply for corresponding intellectual property rights in any country or region worldwide (the "Territory").

#### **OPERATIVE PROVISIONS**

- In consideration of one dollar and other valuable consideration paid by the Assignee
  to the Assignor, the receipt of which is acknowledged, the Assignor as legal and
  beneficial owner of the IP Rights hereby assigns to the Assignee to hold absolutely:
  - (a) the entire right, title and interest in and to the Invention and the IP Rights;
  - (b) all corresponding rights obtained in the Territory in respect of the Invention and in respect of the priority date of the IP Rights; and
  - (c) all rights, powers, liberties and immunities arising from any statutory rights granted in relation to the IP Rights including the right to sue for damages and all other remedies in respect of any infringement of the statutory rights which may have occurred prior to the date of this deed.
- The Assignor agrees:
  - (a) to do all acts and execute all documents necessary or desirable for further assuring the right, title and interest of the Assignee to the IP Rights and in the case of default the Assignor hereby appoints the Assignee as its attorney for such purpose;
  - (b) to deliver up to the Assignee on request all certificates of title, papers, plans, reports and items in relation to all the rights agreed to be assigned pursuant to clause 1; and
  - (c) not to do anything which may directly or indirectly prejudice or invalidate the IP Rights or their assignment to the Assignee.
- The Assignor represents, warrants and undertakes to the Assignee that:
  - (a) the Assignor owns all right, title and interest in and to the IP Rights;

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Assignment of IP Rights

- (b) neither the execution of this deed nor the performance of the Assignor's obligations under this deed will cause the Assignor to be in breach of any agreement to which the Assignor is a party or subject;
- (c) the Assignor has not granted any licences or other user rights to any person in relation to any right, title or interest in the IP Rights or the Invention the subject of the IP Rights; and
- (d) the Assignor is not aware of any fact by which the IP Rights may be declared invalid or any claim by which the IP Rights should be amended.

### SCHEDULE OF IP RIGHTS

US patent 6,865,516 UK patent 2,370,142 Australian patent 757,438

All know-how, technical and other confidential information and copyright in drawings and documentation relevant to the above IP Rights.

#### **EXECUTED AS A DEED**

Corporations Act 2001;

Executed as a deed by
Ceebron Pty Limited
(ABN 30 088 385 577)
in accordance with s127 of the

Signature of Sole Administrator

三分ソルゴウルモJ Name of Administrator

Executed as a deed by
Fresh Yes Pty Ltd
(ABN 26 606 672 084)
in accordance with s127 of the
Corporations Act 2001:

Signature of Director/Secretary

O o A RI CHUF 0.89시 Name of Director/Secretary

Assignment of IP Rights

(Common Sest Optional)

ignature of Director

Name of Director

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