

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4256002

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GRAEME LESLIE SPEAK	05/21/2014
CHRISTOPHER ADAM HOY POY	05/21/2014
NEIL DESVAUX DE-MARIGNY JESTON RICHARDSON	05/21/2014
RECEIVING PARTY DATA	
Name:	GOPC PTY LTD
Street Address:	88 HAVELOCK STREET
Internal Address:	WEST PERTH
City:	WESTERN
State/Country:	AUSTRALIA
Postal Code:	6005
Name:	CENTRAL DATA SYSTEMS PTY LTD
Street Address:	88 HAVELOCK STREET
Internal Address:	WEST PERTH
City:	WESTERN
State/Country:	AUSTRALIA
Postal Code:	6005
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15024159
CORRESPONDENCE DATA	
Fax Number:	(617)500-2499
<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:	617-500-2500
Email:	info@ORTpatent.com
Correspondent Name:	OCCHIUTI & ROHLICEK LLP
Address Line 1:	321 SUMMER STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	3K101-002US1

NAME OF SUBMITTER:	LISA WALSH
SIGNATURE:	/Lisa Walsh/
DATE SIGNED:	02/02/2017
Total Attachments: 9 source=3K101-002US1-Assignment#page1.tif source=3K101-002US1-Assignment#page2.tif source=3K101-002US1-Assignment#page3.tif source=3K101-002US1-Assignment#page4.tif source=3K101-002US1-Assignment#page5.tif source=3K101-002US1-Assignment#page6.tif source=3K101-002US1-Assignment#page7.tif source=3K101-002US1-Assignment#page8.tif source=3K101-002US1-Assignment#page9.tif	

Date 21st May 2014

Rainmaker - Confirmatory Assignment Deed

GoPC Pty Ltd
(GoPC)

Central Data Systems Pty Ltd
(CDS)

Graeme Leslie Speak
(Speak)

Christopher Adam Hoy Poy
(Hoy Poy)

Neil Desvaux De-Marigny Jeston Richardson
(Richardson)



Aphelion Legal

PATENT

REEL: 041156 FRAME: 0313

Rainmaker - Confirmatory Assignment Deed

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Rainmaker - Confirmatory Assignment Deed

Date May 2014

Parties

GoPC

Name GoPC Pty Ltd
ACN 117 130 257
Address 88 Havelock Street
West Perth WA 6005

CDS

Name Central Data Systems Pty Ltd
ACN 120 156 185
Address 88 Havelock Street
West Perth WA 6005

Speak

Name Graeme Leslie Speak
Address 88 Havelock Street
West Perth WA 6005

Hoy Poy

Name Christopher Adam Hoy Poy
Address 36 Sweetwater Bend
Success
WA 6164

Richardson

Name Neil Desvaux De-Marigny Jeston Richardson
Address 81 Mills Street
Cannington
WA 6107

Recitals

- A GoPC engaged CDS to create the System and the Intellectual Property.
- B Hoy Poy and Richardson are employees of CDS and were involved in the creation of the System and the Intellectual Property on behalf of and at the direction of CDS as their employer.
- C Speak is a director of CDS and was involved in the creation of the System and the Intellectual Property on behalf of CDS in directing and assisting Hoy Poy and Richardson in the creation of the System and the Intellectual Property.
- D In accordance with the agreed arrangements between GoPC and CDS, all title and property in the System and the Intellectual Property vested in GoPC upon its creation, and the parties enter into this deed to confirm the assignment and ownership of the System and the Intellectual Property pursuant to those arrangements.

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Operative provisions

1 Definitions and interpretation

1.1 Definitions

In this deed, unless the contrary intention appears:

Copyright means the copyright subsisting in the System, including the source code, and all other rights or forms of protection of a similar nature which may subsist in the System anywhere in the world.

Creators means Hoy Poy, Richardson and Speak.

Intellectual Property means all intellectual property rights conferred by statute, common law or in equity and subsisting anywhere in the world, including:

- (a) Copyright;
- (b) inventions (including patents, innovation patents and utility models), including the Inventions;
- (c) confidential information, trade secrets, technical data and know-how, whether or not confidential and in whatever form held, including formulae, design specifications, drawings, data, manuals and instructions;
- (d) designs;
- (e) trademarks and service marks;
- (f) circuit layout designs, topography rights and rights in databases, whether or not any of these is registered, registrable or patentable;
- (g) any similar rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist now or in the future; and
- (h) any applications and the right to apply for registration of any of the above,

of or in connection with the System, but excluding non-assignable Moral Rights and similar personal rights which by law are non-assignable.

Inventions means the computing systems and methods described in Australian Provisional Applications 2013903853, 2013903667 and 2013903666.

Moral Rights means all present and future rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed and rights of a similar nature conferred by statute anywhere in the world.

Specified Date means 26 July 2013.

System means the Rainmaker cloud platform.

1.2 Interpretation

In this deed, unless the contrary intention appears:

- (a) a reference to:
 - (i) a clause is a reference to a clause of this deed;

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-
- (ii) a document (including this deed) includes any variation or replacement of it;
 - (iii) a statute, ordinance, code or other law includes regulations and other instruments under it and amendments, consolidations, re-enactments or replacements of any of them;
 - (iv) the singular includes the plural and vice versa; and
 - (v) a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (b) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency;
 - (c) the verb "include" (in all its parts, tenses and variants) is not used as, nor is it to be interpreted as, a word of limitation; and
 - (d) the words "including", "for example" or "such as" when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this deed.

2 Confirmation of vesting

2.1 Confirmation by Creators

Each of the Creators covenants and agrees with, and confirms to, each of CDS and GoPC:

- (a) that pursuant to:
 - (i) the terms of their employment or other engagement with or by CDS; and
 - (ii) otherwise by agreement or arrangement between the Creator and CDS (as to which the Creator acknowledges receipt of sufficient consideration),

all Intellectual Property and any other rights and benefits in the System which were created by the Creator automatically and irrevocably vested in CDS upon their creation; and

- (b) that all of the Intellectual Property and other rights and benefits in the System which were created by the Creator vested in CDS prior to the Specified Date.

2.2 Confirmation by CDS

CDS covenants and agrees with, and confirms to, GoPC:

- (a) that pursuant to:
 - (i) the terms of the engagement; and
 - (ii) any other agreements or arrangements,

whether written or verbal, between CDS and GoPC for the development and creation of the System (as to which CDS acknowledges receipt of sufficient consideration), all Intellectual Property and any other rights and benefits in the System automatically and irrevocably vested in and were assigned to GoPC immediately following their creation (immediately following the vesting referred to in clause 2.1); and

- (b) that all of the Intellectual Property and other rights and benefits in the System vested in and were assigned to GoPC prior to the Specified Date.

2.3 Residual rights

If, notwithstanding clauses 2.1 and 2.2, any Intellectual Property or other rights and benefits in and to, or necessary for the operation of, the System remain vested in:

- (a) any Creator, then in consideration of the payment by GoPC to each Creator of \$1.00 (the receipt of which is acknowledged) that Creator hereby, but with deemed effect on and from the Specified Date, assigns to GoPC, without further consideration, all such Intellectual Property Rights and other rights and entitlement in and to the System.
- (b) CDS, then in consideration of the payment by GoPC to CDS of \$1.00 (the receipt of which is acknowledged) CDS hereby, but with deemed effect on and from the Specified Date, assigns to GoPC, without further consideration, all such Intellectual Property Rights and other rights and entitlement in and to the System.

2.4 Rights and benefits

In this clause 2, a reference to rights and benefits includes the right to bring any action or claim relief in respect of any infringement or unauthorised use of the Intellectual Property whether occurring before, on, or after the Specified Date.

3 Moral Rights

3.1 Consents and waivers

To the extent permitted by applicable law in each jurisdiction, each of the Creators undertakes and agrees that if they have Moral Rights in any of the Intellectual Property and the System they:

- (a) unconditionally and irrevocably consent to the following acts or omissions:
 - (i) any alteration to or deletion from the Intellectual Property or the System;
 - (ii) any use of the Intellectual Property or the System that does not identify the Creator as the author of that, or that part of, the Intellectual Property or the System;
 - (iii) any use of the Intellectual Property or the System that may falsely attribute authorship of the Intellectual Property or the System to any other person; and
 - (iv) any act or omission that would otherwise infringe any of the Creator's Moral Rights in the Intellectual Property or the System,

whether occurring before or after that consent is given; and

-
- (b) waive all of the Creator's Moral Rights in Australia and throughout the world in relation to the Intellectual Property and the System,

for the benefit of GoPC, its licensees, successors in title, and anyone authorised by any of them.

3.2 **Genuine consent**

Each of the Creators covenants and agrees with GoPC that their consent under clause 3.1 is a genuine consent given under Part 9 of the *Copyright Act 1968 (Cth)* and has not been induced by duress or any false or misleading statement.

4 **Prohibitions**

CDS and each of the Creators undertakes and agrees in favour of GoPC that it will not:

- (a) apply for a patent, design, trade mark or other registration relating to the Intellectual Property or the System, or any part of parts thereof, whether in Australia or any other country;
- (b) challenge or oppose, or assist a person to challenge or oppose, any application by GoPC for a patent, design, trade mark or other registration relating to the Intellectual Property or the System, whether in Australia or in any other country;
- (c) apply to remove or assist a person's application to remove from the Register of Trade Marks a trade mark registration granted to GoPC relating to the Intellectual Property of the System; or
- (d) take any other action to invalidate, put in dispute or impair in any way GoPC's interests in or use or exploitation of the Intellectual Property or the System, whether in Australia or any other country.

5 **Further assurances**

5.1 **Covenants of CDS**

CDS covenants and agrees with GoPC that it will do, and will procure that each Creator and any other person engaged by CDS at any time to work on the System must do, anything necessary or desirable (including executing agreements and documents) to give full effect to this deed and the vestings, assignments, prohibitions and other transactions contemplated by it.

5.2 **Covenants of Creators**

Each Creator covenants and agrees with each of CDS and GoPC that it will do anything necessary or desirable (including executing agreements and documents) to give full effect to this deed and the vestings, assignment, prohibitions and other transactions contemplated by it.

6 **Notices**

6.1 **Form**

Unless expressly stated otherwise in this deed, all notices, approvals, consents or other communications (**Notices**) in connection with this deed must be in writing and must be marked for the attention of the person named in the "Parties" section on page 1 of this deed or, if the recipient has notified otherwise, then marked for attention in the last way notified.

6.2 Delivery

Notices must be:

- (a) left at the address; or
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address,

of the recipient which is specified in the "Parties" section on page 1 of this deed. However, if the intended recipient has notified a changed postal address, then the communication must be to that changed address.

6.3 When effective

A Notice takes effect from the time it is received unless a later time is stated.

6.4 Deemed receipt - postal

If sent by post, a Notice is taken to have been received two days after posting.

7 Miscellaneous

7.1 Exercise of rights

- (a) A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy.
- (b) A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that right, power or remedy or an exercise of any other right, power or remedy.
- (c) Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
- (d) A party is not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising the right, power or remedy.

7.2 Waiver and variation

A provision of or a right created under this deed may not be waived or varied except in writing, signed by the party or parties to be bound.

7.3 Supervening legislation

Any present or future legislation which operates to vary the obligations of a party in connection with this deed with the result that another party's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

7.4 Severability

If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

7.5 Governing law

This deed and the transactions contemplated by this deed are governed by the law in force in Western Australia.

EXECUTED as a deed

PATENT
REEL: 041156 FRAME: 0320

Execution page

EXECUTED by **GOPC PTY LTD** in
accordance with section 127(1) of the
Corporations Act 2001 (Cwlth):

.....
Signature of sole director and sole
company secretary

.....
Name of sole director and sole company
secretary (block letters)

EXECUTED by **CENTRAL DATA
SYSTEMS PTY LTD** in accordance
with section 127(1) of the *Corporations
Act 2001* (Cwlth):

.....
Signature of sole director and sole
company secretary

.....
Name of sole director and sole company
secretary (block letters)

SIGNED by **GRAEME LESLIE SPEAK**
in the presence of:

.....
Signature of witness

.....
Name of witness (block letters)

.....
Signature of Graeme Leslie Speak

SIGNED by **CHRISTOPHER ADAM
HOY POY** in the presence of:

.....
Signature of witness

.....
Name of witness (block letters)

.....
Signature of Christopher Adam Hoy Poy

SIGNED by **NEIL DESVAUX DE-
MARIGNY JESTON RICHARDSON** in
the presence of:

.....
Signature of witness

.....
Name of witness (block letters)

.....
Signature of Neil Desvaux De-Marigny
Jeston Richardson