504215043 02/06/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4261720

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
GLEN SMITH	12/18/2011
KENNETH WILLIAM MACLEAY	12/18/2011

RECEIVING PARTY DATA

Name:	NAUTILUS MINERALS PACIFIC PTY LTD	
Street Address:	LEVEL 7, 303 CORONATION DRIVE, QUEENSLAND	
City:	MILTON	
State/Country:	AUSTRALIA	
Postal Code:	4064	

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	14366315	

CORRESPONDENCE DATA

Fax Number: (312)913-0002

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.

Email: fuller@mbhb.com

MCDONNELL BOEHNEN HULBERT & BERGHOFF LLP **Correspondent Name:**

Address Line 1: 300 SOUTH WACKER DRIVE Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	14-824-WO-US
NAME OF SUBMITTER:	JORI R. FULLER
SIGNATURE:	/Jori R. Fuller/
DATE SIGNED:	02/06/2017

Total Attachments: 10

source=14-824-WO-US Smith Macleay Assignment#page1.tif source=14-824-WO-US_Smith_Macleay_Assignment#page2.tif source=14-824-WO-US_Smith_Macleay_Assignment#page3.tif source=14-824-WO-US Smith Macleay Assignment#page4.tif source=14-824-WO-US_Smith_Macleay_Assignment#page5.tif source=14-824-WO-US_Smith_Macleay_Assignment#page6.tif

> **PATENT** REEL: 041185 FRAME: 0381

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> PATENT REEL: 041185 FRAME: 0382

DEED OF CONFIRMATION OF ASSIGNMENT

This Deed of Confirmation of Assignment is made effective as at 18 December 2011

Parties

 $\frac{1}{2} = -2 \lambda_{1}^{2} \frac{1}{2} \left(-2 \lambda_{2}^{2} \right)$

Between:

Glen Smith

c/- Level 7, 303 Coronation Drive, Milton, Queensland

4064, Australia ("Smith");

And:

NAUTILUS MINERALS PACIFIC PTY LTD

Level 7, 303 Coronation Drive, Milton, Queensland 4064,

Australia ("Nautilus")

Agreed Terms

DEFINITIONS AND INTERPRETATION

The following words have these meanings in this Deed:

"Patent Applications" means the patent applications listed in Schedule 1.

"Invention" means the invention(s) the subject of the patent applications listed in Schedule 1.

"Intellectual Property" means the Patent Applications and the Invention, as well as any other intellectual property related to the Invention including any copyright and designs.

"Filing Date" means the application date of the Patent Applications listed in Schedule 1.

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Background

- A. Nautilus is the applicant in respect of the Patent Applications.
- B. Smith has made a contribution to the Invention.
- C. Smith was employed by Nautilus when the invention was developed and acknowledges that his entire right, title and interest in and to the Intellectual Property, including the legal and beneficial ownership thereof, vests with Nautilus by virtue of his employment with Nautilus at all material times.
- D. Smith acknowledges that the Patent Applications were made in the name of Nautilus with his express consent.
- E. The parties have entered into this Deed for the purpose of confirming that the entire right, title and interest in and to the Intellectual Property, including without limitation the legal and beneficial ownership thereof, vests solely with Nautilus.

Operative Provisions

THIS DEED WITNESSES: pursuant to the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Smith it is hereby agreed between the parties as follows:

- 1. Smith hereby confirms assignment to Nautilus of his entire right, title and interest in and to the Intellectual Property, and the legal and beneficial ownership thereof, including without limitation:
 - a. the right to claim Convention priority therefrom and to any patent granted pursuant to the Intellectual Property in all countries of the world including without limitation Australia and the United States of America: and
 - b. the right to protect the Intellectual Property from infringement and to defend the Intellectual Property.
- Smith hereby undertakes at the expense of Nautilus to do all acts and execute all documents necessary or desirable for:
 - a. further assuring the title of Nautilus to the Intellectual Property;

PATENT 550 REEL: 041185 FRAME: 0384 b. obtaining and securing for the Intellectual Property any patent and corresponding protection in all countries of the world including

without limitation Australia and the United States of America; and

 protecting the Intellectual Property from infringement or defending the Intellectual Property.

3. Smith acknowledges and agrees that this Deed confirms pre-existing rights

and obligations to assign the Invention as set out in this Deed from before

the Filing Date of the Patent applications.

4. No variation of this Deed will be of any force or effect unless it is in writing

and signed by the parties.

5. This Deed is governed by the laws of Queensland, Australia. The parties

submit to the non-exclusive jurisdiction of its courts and courts of appeal

from them. The parties will not object to the exercise of jurisdiction by those

courts on any basis.

6. Each of the parties warrants:

a. that the name, details of the incorporation (as applicable) and

address of the party are correctly stated herein; and

b. its power to enter into this Deed.

7. This Deed will be binding on, and enure for the benefit of, each of the

parties and their respective successors in title and permitted assigns.

8. This Deed may be executed in counterparts. All counterparts together will

be taken to constitute one instrument.

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Schedule 1

Official No.	Title	Country	Application Date
2011905289	A DELIVERY METHOD AND SYSTEM	Australia	19/12/2011
2012357694	A DELIVERY METHOD AND SYSTEM	Australia	31/10/2012
ТВА	A DELIVERY METHOD AND SYSTEM	China	31/10/2012
12859710.1	A DELIVERY METHOD AND SYSTEM	European Patent Office	31/10/2012
1129	A DELIVERY METHOD AND SYSTEM	Fiji	26/11/2012
TBA	A DELIVERY METHOD AND SYSTEM	Japan	31/10/2012
10-2014-7014554	A DELIVERY METHOD AND SYSTEM	Republic of Korea	31/10/2012
PCT/AU2012/001 334	A DELIVERY METHOD AND SYSTEM	Patent Cooperation Treaty	31/10/2012
TBA	A DELIVERY METHOD AND SYSTEM	Papua New Guinea	31/10/2012
TO/P/12/00020	A DELIVERY METHOD AND SYSTEM	Tonga	12/11/2012
14/366315	A DELIVERY METHOD AND SYSTEM	United States of America	31/10/2012

Execution

EXECUTED as a DEED.

Executed by GLEN SMITH In the presence of:	Glen Smith
Signature of witness	
LIANNE GROVE	
Name of witness (print)	
Executed by NAUTILUS MINERALS PACIFIC PTY LTD (ACN 119 298 289)	
in accordance with Section 127 of the Corporations Act in the presence of:	Michael David Johnston (Director)
or the corporations see in the presence of.	1 - I - M
Signature of witness	Karen Maree Hauff/ (Secretary)
Name of witness (print)	

DEED OF CONFIRMATION OF ASSIGNMENT

This Deed of Confirmation of Assignment is made effective as at 18 December 2011

Parties

Between:

Kenneth William Macleay

c/- Level 7, 303 Coronation Drive, Milton, Queensland

4064, Australia ("Macleay");

And:

NAUTILUS MINERALS PACIFIC PTY LTD

Level 7, 303 Coronation Drive, Milton, Queensland 4064,

Australia ("Nautilus")

Agreed Terms

DEFINITIONS AND INTERPRETATION

The following words have these meanings in this Deed:

"Patent Applications" means the patent applications listed in Schedule 1.

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"Intellectual Property" means the Patent Applications and the Invention, as well as any other intellectual property related to the Invention including any copyright and designs.

"Filing Date" means the application date of the Patent Applications listed in Schedule 1.

Background

A. Nautilus is the applicant in respect of the Patent Applications.

B. Macleay has made a contribution to the Invention.

C. Macleay was employed by Nautilus when the invention was developed and acknowledges that his entire right, title and interest in and to the Intellectual Property, including the legal and beneficial ownership thereof, vests with

Nautilus by virtue of his employment with Nautilus at all material times.

D. Macleay acknowledges that the Patent Applications were made in the name

of Nautilus with his express consent.

E. The parties have entered into this Deed for the purpose of confirming that the entire right, title and interest in and to the Intellectual Property, including without limitation the legal and beneficial ownership thereof, vests solely

with Nautilus.

Operative Provisions

THIS DEED WITNESSES: pursuant to the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by

Macleay it is hereby agreed between the parties as follows:

1. Macleay hereby confirms assignment to Nautilus of his entire right, title and

interest in and to the Intellectual Property, and the legal and beneficial

ownership thereof, including without limitation:

a. the right to claim Convention priority therefrom and to any patent

granted pursuant to the Intellectual Property in all countries of the

world including without limitation Australia and the United States of

America; and

b. the right to protect the Intellectual Property from infringement and to

defend the Intellectual Property.

2. Macleay hereby undertakes at the expense of Nautilus to do all acts and

execute all documents necessary or desirable for:

a. further assuring the title of Nautilus to the Intellectual Property;

b. obtaining and securing for the Intellectual Property any patent and corresponding protection in all countries of the world including

without limitation Australia and the United States of America; and

protecting the Intellectual Property from infringement or defending the

Intellectual Property.

3. Macleay acknowledges and agrees that this Deed confirms pre-existing

rights and obligations to assign the Invention as set out in this Deed from

before the Filing Date of the Patent applications.

4. No variation of this Deed will be of any force or effect unless it is in writing

and signed by the parties.

5. This Deed is governed by the laws of Queensland, Australia. The parties

submit to the non-exclusive jurisdiction of its courts and courts of appeal

from them. The parties will not object to the exercise of jurisdiction by those

courts on any basis.

6. Each of the parties warrants:

a. that the name, details of the incorporation (as applicable) and

address of the party are correctly stated herein; and

b. its power to enter into this Deed.

7. This Deed will be binding on, and enure for the benefit of, each of the

parties and their respective successors in title and permitted assigns.

8. This Deed may be executed in counterparts. All counterparts together will

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TO/P/12/00020	A DELIVERY METHOD AND SYSTEM	Tonga	12/11/2012
14/366315	A DELIVERY METHOD AND SYSTEM	United States of America	31/10/2012

Execution

EXECUTED as a DEED.

Executed by KENNETH WILLIAM MACLEAY

In the presence of:

Signature of witness

Name of witness (print)

Muluy Kaprieth William Macleay

Executed by NAUTILUS MINERALS PACIFIC PTY LTD (ACN 119 298 289)

in accordance with Section 127

of the Corporations Act in the presence of:

Signature of witness

Name of witness (print)

Michael David Johnston

(Director)

Karen Maree Hanff

(Secretary)

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RECORDED: 02/06/2017