

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4213367

| | |
|------------------------------|---|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the CITY AND COUNTRY OF RECEIVING PARTY. SHOULD BE SURRY HILLS NSW, AUSTRALIA, previously recorded on Reel 040270 Frame 0888. Assignor(s) hereby confirms the CITY AND COUNTRY ORIGINALLY FILED AS SURRY HILLS, WALES. |

CONVEYING PARTY DATA

| Name | Execution Date |
|---|----------------|
| STRANG PATRICK HOLDINGS AUSTRALIA PTY LTD | 03/21/2016 |
| MODALINTA PTE LTD | 03/12/2016 |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------|
| Name: | SOTAERIA PTY LIMITED |
| Street Address: | 386 BOURKE STREET |
| City: | SURRY HILLS NSW |
| State/Country: | AUSTRALIA |
| Postal Code: | 2010 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 14772998 |

CORRESPONDENCE DATA

Fax Number: (919)653-0435

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: (919)573-7439

Email: USPATENT@NEXSENPRUET.COM

Correspondent Name: E. ERIC MILLS

Address Line 1: 4141 PARKLAKE AVENUE

Address Line 2: SUITE 200

Address Line 4: RALEIGH, NORTH CAROLINA 27612

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 055814-00005 |
| NAME OF SUBMITTER: | E. ERIC MILLS |
| SIGNATURE: | /E. Eric Mills/ |
| DATE SIGNED: | 01/06/2017 |

Total Attachments: 11

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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4150969

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|------------------------------|---|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the COUNTRY OF THE RECEIVING PARTY (ASSIGNEE) previously recorded on Reel 040270 Frame 0888. Assignor(s) hereby confirms the SURRY HILLS, NEW SOUTH WALES. |

CONVEYING PARTY DATA

| Name | Execution Date |
|---|----------------|
| STRANG PATRICK HOLDINGS AUSTRALIA PTY LTD | 03/21/2016 |
| MODALINTA PTE LTD | 03/12/2016 |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------|
| Name: | SOTAERIA PTY LIMITED |
| Street Address: | 386 BOURKE STREET |
| City: | SURRY HILLS NSW |
| State/Country: | AUSTRALIA |
| Postal Code: | 2010 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 14772998 |

CORRESPONDENCE DATA

Fax Number: (919)653-0435
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: (919)573-7439
Email: USPATENT@NEXSENPRUET.COM
Correspondent Name: E. ERIC MILLS
Address Line 1: 4141 PARKLAKE AVENUE
Address Line 2: SUITE 200
Address Line 4: RALEIGH, NORTH CAROLINA 27612

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 055814-00005 |
| NAME OF SUBMITTER: | E. ERIC MILLS |
| SIGNATURE: | /E. ERIC MILLS/ |
| DATE SIGNED: | 11/18/2016 |

Total Attachments: 7

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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4135530

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| STRANG PATRICK HOLDINGS AUSTRALIA PTY LTD | 03/21/2016 |
| MODALINTA PTE LTD | 03/12/2016 |
| RECEIVING PARTY DATA | |
| Name: | SOTAERIA PTY LIMITED |
| Street Address: | 386 BOURKE STREET |
| City: | SURRY HILLS |
| State/Country: | WALES |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 14772998 |
| CORRESPONDENCE DATA | |
| Fax Number: | (919)653-0435 |
| <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: | (919)573-7439 |
| Email: | USPATENT@NEXSENPRUET.COM |
| Correspondent Name: | E. ERIC MILLS |
| Address Line 1: | 4141 PARKLAKE AVENUE |
| Address Line 2: | SUITE 200 |
| Address Line 4: | RALEIGH, NORTH CAROLINA 27612 |
| ATTORNEY DOCKET NUMBER: | 055814-00005 |
| NAME OF SUBMITTER: | E. ERIC MILLS |
| SIGNATURE: | /E. ERIC MILLS/ |
| DATE SIGNED: | 11/09/2016 |
| Total Attachments: 6 | |
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Deed of Assignment of Patents

Strang Patrick Holdings Australia Pty Ltd

Modalinta Pte Ltd

Sotaeria Pty Ltd

THIS DEED is dated

21 MARCH 2016

PARTIES:

1. **Strang Patrick Holdings Australia Pty Ltd** ACN 003 893 847 of Level 4, 476 St Kilda Road, Melbourne in the State of Victoria ("Strang")
2. **Modalinta Pte Ltd** of 386 Bourke Street, Surry Hills New South Wales ("Modalinta"),
(together the "Assignors")
3. **Sotaeria Pty Limited** ACN 169 093 930 of 386 Bourke Street, Surry Hills New South Wales Sotaeria Pty Ltd ("Assignee")

BACKGROUND:

- A. Strang owns an equal and undivided share in the Patents.
- B. Modalinta owns an equal and undivided share in the Patents.
- C. Strang and Modalinta (together "the Assignors") have agreed to assign and transmit all their right, title and interest in the Patents to the Assignee on the terms set out in this Deed.

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following terms have their ascribed meaning, unless the context otherwise requires:

Loss means, in relation to any person, any damage, loss, cost expense or liability incurred by the person or any claim, action, proceeding or investigation made against the person however arising and whether present or future, fixed or unascertained, actual or contingent.

Patents means the following patent applications:

- (a) International (PCT) Patent Application No. PCT/AU2013/000203 and any associated national phase applications;
- (b) National Phase Entry Patent Application (Australia) No.2014225282;
- (c) European Phase Patent Application (Europe) No. 14760938.2; and
- (d) National Phase Entry Patent Application (United States of America) No 14/772998.

- 1.2 In this Deed unless the context otherwise requires:

- (a) references in this Deed to any legislation shall be construed as references to such legislation as replaced, re-enacted, rewritten, consolidated or amended from time to time;
- (b) the singular includes the plural and vice versa;

- (c) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government agency and vice versa;
- (d) anything including an amount is a reference to the whole and each part of it;
- (e) a reference to:
 - (i) any agreement or document is to that agreement or document (and, where applicable, any of its provisions), as amended, novated, supplemented or replaced from time to time;
 - (ii) a clause or party is a reference to a clause of or a party to this Deed; and
 - (iii) a person includes its legal personal representatives, successors, substitutes (including persons taking by novation) and assigns;
- (f) any word or expression which is cognate to or a grammatical or linguistic variation or conversion of a defined word or expression has a corresponding meaning;
- (g) a reference to "including", "for example" or "such as" does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (h) a reference to "law" includes legislation, the rules of the general law, including common law and equity, and any judgment order or decree, declaration or ruling of a court of competent jurisdiction or governmental agency binding on a person or the assets of that person; and
- (i) headings are for convenience of reference only and do not affect interpretation.

2. AGREEMENT TO ASSIGN THE PATENTS

- 2.1 On and from the date of this Deed the Assignors hereby irrevocably assign to the Assignee all their rights, title and interest in and to the Patents and the Assignee accepts the Assignors' interest in the Patents.

3. COMPLETION

- 3.1 On the date of this Deed the Assignors must deliver to the Assignee unencumbered title to, and ownership of, the Assignors' interest in the Patents and place the Assignee in effective possession and control of the Assignors' interests in the Patents.
- 3.2 The Assignors must do and execute all other acts and documents that are reasonably required of the Assignors to do or execute to effect the assignment of the Assignors' interest in the Patents.

4. WARRANTIES

- 4.1 The Assignors warrant and represent to the Assignee that at the date of this Deed:
 - (a) the Assignors have title to the Patents;

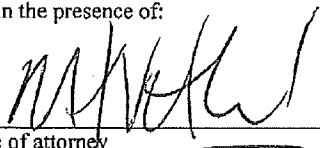
- (b) there is no outstanding lien, security interest (as that term is defined in the *Personal Properties and Securities Act 2009*), finance lease, debenture, mortgage and/or any other encumbrance affecting the Assignors' capacity to assign the Assignors' interest in the Patents to the Assignee;
 - (c) the execution and delivery of this Deed has been properly authorised by all necessary corporate action of the Assignors;
 - (d) the Assignors have full corporate power and lawful authority to execute and deliver this Deed and to consummate and perform or cause to be performed its obligations under this Deed;
 - (e) this Deed constitutes a legal, valid and binding obligation of the Assignors enforceable in accordance with its terms by appropriate legal remedy; and
 - (f) this Deed does not conflict with or result in a breach of or default under any provision of its constitution or any material agreement or deed or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound.
- 4.2 The Assignee warrants and represents to the Assignors that at the date of this Deed:
- (a) the execution and delivery of this Deed has been properly authorised by all necessary corporate action of the Assignee;
 - (b) the Assignee has full corporate power and lawful authority to execute and deliver this Deed and to consummate and perform or cause to be performed its obligations under this Deed;
 - (c) this Deed constitutes a legal, valid and binding obligation of the Assignee enforceable in accordance with its terms by appropriate legal remedy; and
 - (d) this Deed does not conflict with or result in a breach of or default under any provision of its constitution or any material agreement or deed or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound.
- 4.3 The Assignors must indemnify and must keep indemnified the Assignee against any Loss arising from, or in connection with, any breach of clauses 4.1 and/or 4.5, or the use or ownership of the Patents by the Assignors in relation to that period prior to the date of this Deed.
- 4.4 The Assignee must indemnify and must keep indemnified the Assignors against any Loss arising from, or in connection with any breach of clause 4.2, or the use or ownership of the Patents by the Assignee on and following the date of this Deed.
- 4.5 The Assignee releases the Assignors from any liability or Loss arising from, or in connection with, the Patents from the date of this Deed.
- 4.6 Unless otherwise agreed, the Assignors undertake not to do any act which might or would:
- (a) invalidate or put in dispute the Assignee's title to the Patents; or
 - (b) invalidate any registration of the Patents in due course;
- nor assist any person directly or indirectly in these acts.

5. GENERAL

- 5.1 This Deed may only be varied in writing signed by the parties.
- 5.2 This Deed is the entire agreement between the parties about its subject matter and replaces all previous agreements, understandings, representations and warranties about that subject matter.
- 5.3 A provision of or right under this Deed may not be waived except by a waiver in writing signed by the party granting the waiver, and will be effective only to the extent specifically set out in that waiver. No failure or delay in exercising any power or right conferred upon a party under this Deed prevents the exercise of that power or right. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this Deed.
- 5.4 No party may assign its rights under this Deed without the consent of the other party.
- 5.5 None of the provisions of this Deed will merge in or upon the performance of this Deed or any other document or any other act, matter or thing.
- 5.6 This Deed may be signed in any number of counterparts. All counterparts taken together will be taken to constitute one document.
- 5.7 Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Deed. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Deed.
- 5.8 The rights, powers and remedies provided in this Deed are cumulative with and not exclusive of any other rights, powers or remedies provided by law.
- 5.9 If any provision of, or the application of any 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.
- 5.10 This Deed is governed by and is to be construed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

EXECUTED as a Deed

Signed for and on behalf of
Strang Patrick Holdings Australia Pty Ltd
ACN 003 893 847 by its attorney under power of
attorney in the presence of:



Signature of attorney

By executing this agreement the attorney states that he / she has received no notice that his/her authority to do so has been revoked.

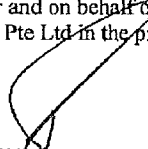
Murray Vitlich

Name of attorney in full

21/3/16.

Date

Signed for and on behalf of
Modalinta Pte Ltd in the presence of:



Signature of authorised representative

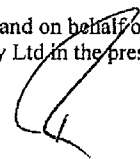
David Robin Bean

Name of authorised representative in full

12-3-16

Date

Signed for and on behalf of
Sotaeria Pty Ltd in the presence of:



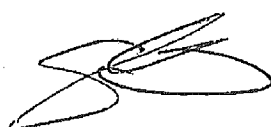
Signature of authorised representative

David Robin Bean

Name of authorised representative in full

12-3-16

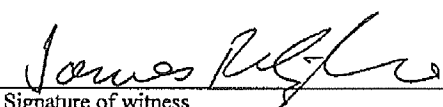
Date



Signature of witness

SIMONE KING

Name of witness in full



Signature of witness

JAMES FITZSIMMONS

Name of witness in full



Signature of witness

Hannah Mary Fencher

Name of witness in full