

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4375279

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
UNIVERSITY OF WOLLONGONG		08/26/2016
RECEIVING PARTY DATA		
Name:	AQUAHYDREX PTY LTD	
Street Address:	56 MONTAGUE STREET	
City:	NORTH WOLLONGONG, NSW	
State/Country:	AUSTRALIA	
Postal Code:	2500	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	13992983	
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>		
Email:	jlee@nutter.com	
Correspondent Name:	JOHN J. PENNY, JR.	
Address Line 1:	155 SEAPORT BOULEVARD	
Address Line 2:	NUTTER MCCLENNEN & FISH LLP	
Address Line 4:	BOSTON, MASSACHUSETTS 02210	
ATTORNEY DOCKET NUMBER:	112711-00004	
NAME OF SUBMITTER:	JOHN J. PENNY, JR.	
SIGNATURE:	/John J. Penny, Jr./	
DATE SIGNED:	04/19/2017	
Total Attachments: 5		
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DEED OF ASSIGNMENT

UNIVERSITY OF WOLLONGONG
AND
AQUAHYDREX PTY LTD



DAVIES
COLLISON
CAVE

INTELLECTUAL PROPERTY

davies.com.au

PATENT
REEL: 042064 FRAME: 0816

DEED OF ASSIGNMENT

THIS DEED is made on the 26th day of August 2016.

BETWEEN:

UNIVERSITY OF WOLLONGONG (ABN 61 060 567 686) of Northfields Avenue,
University of Wollongong, New South Wales, 2522, Australia,

(Assignor)

AND

AQUAHYDREX PTY LTD (ACN 159 175 194) of 56 Montague Street, North Wollongong,
New South Wales, 2500, Australia,

(Assignee)

RECITALS

- A. The Assignor is the applicant of the international patent application and the national phase applications derived therefrom listed in Schedule 1 (**Applications**), which describe or claim (or both) one or more inventions (**Inventions**).
- B. Pursuant to a Deed of Assignment of Intellectual Property dated 10 December 2015 (**Assignment**), all right, title and interest in and to the Inventions, the Applications and related rights, was assigned from the Assignor to the Assignee.
- C. The parties wish to acknowledge the Assignee's entitlement to the Inventions, all the Applications listed in Schedule 1 and related rights.

NOW THIS DEED WITNESSES as follows:

1. EFFECT OF DEED

Each party acknowledges that this Deed is effective on and from the abovementioned date.

2. ACKNOWLEDGEMENT

The parties acknowledge and agree that, pursuant to the Assignment, the Assignee is entitled to all right, title and interest in and to the Inventions, the Applications listed in Schedule 1 and related rights, absolutely.

3. ASSIGNMENT

To the extent that, as at the date of this Deed, the Assignor holds any right, title or interest in and to the Inventions, the Applications or related rights, the Assignor hereby assigns to the Assignee absolutely all their right, title and interest in and to:

- (a) the Applications, the Inventions, including, without limitation, the right to apply for patents or similar legal protection in respect of the Inventions in any country or region of the world (whether as a refiling of any or all of the Applications, a divisional application, a continuation or a continuation in part

or an application made under the Patent Cooperation Treaty, including any national or regional phase entry deriving from such applications), including all rights of priority to the Applications, and to make such applications including in the name of the Assignor, so that any patents or similar legal protection granted on any or all such applications shall be in the name of, and any such patents or similar protection shall vest in, the Assignee; and

- (b) all powers, privileges and immunities arising or accrued in respect of the Applications and the Inventions including, without limitation, the right to sue for and obtain damages, profits, compensation and other relief (and retain any financial awards made) in respect of any infringement of such patents or similar legal protection granted or in respect of any interference with any rights assigned pursuant to this Deed, whether occurring before or after the date of this Deed,

(together, the **Assigned Rights**).

4. GENERAL

4.1 Further Assurances

Each of the parties undertakes to execute all further documents and render all assistance reasonably required for the purpose of giving full effect to this Deed, including, but not limited to, confirming or recording the title of the Assignee in the Inventions, the Applications and any patents or other similar legal protection granted in respect of the Inventions and for securing for the Assignee the full benefit of the Assigned Rights.

4.2 Power of Attorney

The Assignor hereby irrevocably appoints the Assignee as his or her respective attorney to do all things that the Assignee considers reasonably necessary for the purpose of assigning or perfecting the Assigned Rights including, without limitation, to make, execute and deliver any forms, filings, requests, instructions, certificates, letters and other documents necessary for recording the Assignee as the owner of the Assigned Rights.

4.3 Variations

No variation of this Deed will be of any force or effect unless it is in writing and signed by each party to this Deed.

4.4 Governing Law

This Deed shall be governed by and construed according to the laws of the State of New South Wales, Australia.

4.5 Counterpart

The Deed may be executed in counterparts by each party to this Deed, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document. Each party shall be bound by this Deed immediately upon executing it.

EXECUTED AS A DEED

The Common Seal of the **University of Wollongong** was affixed hereto in pursuance of Part VI of the University of Wollongong By-Law.



S. Thomas
~~Melva Grouch~~ SUE THOMAS
ACTING CHIEF ADMINISTRATIVE OFFICER

Paul Wellings
Paul Wellings

being the Secretary to The University Council and one member of The University Council in whose presence the Seal was affixed on:

26/8/16
Date of signatures

EXECUTED as a Deed for and on behalf of **AQUAHYDREX PTY LTD** (ACN 159 175 194) by its duly authorised officer in the presence of:

Paul Bartlett
Paul Bartlett
Managing Director

Kopul
Signature of Witness

Kristie Ogilvie
Name of Witness

Schedule 1

Patent Applications Titled
"Multi-layer water-splitting devices"

Country	Patent / Application No.
Patent Cooperation Treaty	PCT/AU2011/001603
Australia	2011340809
Brazil	BR1120130165642
Canada	2819060
China	201180059162.7
Europe	11847192.9
India	4777/DELNP/2013
Indonesia	W00201303091
Japan	2013-542313
Mexico	MX/a/2013/006459
Republic of Korea	10-2013-7017908
Russian Federation	2013131783
United States of America	13/992983

(Family 1)