# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4389717

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
IAN EDWARD HEALY	02/24/2017

## **RECEIVING PARTY DATA**

Name:	ADBRI MINING PRODUCTS PTY LTD	
Street Address:	LEVEL 1, 157 GRENFELL STREET	
City:	ADELAIDE, SOUTH AUSTRALIA	
State/Country:	AUSTRALIA	
Postal Code:	5000	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15023545

### **CORRESPONDENCE DATA**

Fax Number: (801)531-9168

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: 801-532-1922

Email: cvjohnson@traskbritt.com **Correspondent Name:** JOSEPH A. WALKOWSKI Address Line 1: 230 SOUTH 500 EAST

Address Line 2: SUITE 300

Address Line 4: SALT LAKE CITY, UTAH 84102

ATTORNEY DOCKET NUMBER:	2147-P13651US
NAME OF SUBMITTER:	JOSEPH A. WALKOWSKI
SIGNATURE:	/Joseph A. Walkowski/
DATE SIGNED:	04/28/2017

# **Total Attachments: 3**

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> **PATENT REEL: 042369 FRAME: 0135** 504343029

DEED OF ASSIGNMENT

THIS ASSIGNMENT made the  $24^{\circ\prime\prime}$  day of FigRuAP/  $_{2017}$  <u>between</u>

Ian Edward HEALY, an Australian citizen of 16 Largs Avenue, LARGS, New South Wales,

AUSTRALIA, 2320 (hereinafter called "Assignor") and ADBRI MINING PRODUCTS PTY

LTD, ACN 976 713 927, an Australian company of Level 1, 157 Granfell Street, ACELAIDE,

South Australia, AUSTRALIA, 5000 (hereinafter called "Adbri Mining").

WHEREAS

(a) Assignor is the inventor of an invention relating to a support for use in a mine

("Invention"), which is the subject of the following patent applications:

Australian patent application number AU2014331528 filed on 29 September

2014;

United States of America patent application number US20160208609

(15/023,545) ("USA Patent"); and

iii. international patent application, published as WO2015048847

(collectively, "Patents").

(b) Assignor acknowledges that the Invention was made pursuant to Assignor's

employment with Adbri Mining and that he holds the Invention, the Patents and all

other rights obtainable or exercisable in respect thereof in trust for Adbri Mining.

(c) To resolve the dispute between the parties as to the ownership and rights to the

Invention and Patents, Assignor agrees to execute this deed of assignment for the

purpose of assigning all and any of the legal title and rights to the invention and the

Patents that the Assignor may hold to Adbn Mining.

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and for and in

consideration of the sum of \$1.00 and for other valuable consideration, namely the sum of

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\$29,425.37 as a reimbursement for the legal and administrative costs incurred by Assignor to file the applications for the Patents, in hand well and truly paid by or on behalf of Adbri Mining to Assignor at or before the signing of this deed the receipt whereof is hereby acknowledged:

#### 1. Assignor warranties

Assignor warrants to Adbri Mining that, prior to the signing of this deed, Assignor.

- (a) solely invented the Invention and no third party has any rights or claim to the Invention;
- (b) is the registered owner of the Patents; and
- (c) possesses all rights necessary to transfer all rights, title and interest in and to the Invention.

### 2. Assignment

Assignor assigns to Adbri Mining all his rights, title and interest in and to the invention and the Patents including all his rights, title and interest in respect of any patents and other rights which may subsequently be obtained in respect of the invention.

### 3. Further steps

On and from assignment under clause 2, Assignor will execute documents and do things reasonably requested by Adbri Mining and its successors and assigns to enable the Patents, and any other patents and rights which may subsequently be obtained in respect of the Invention, to be vested in Adbri Mining (or its successors or permitted assigns) and recorded at the relevant patent offices in which the Patents or other patents have been sought or granted.

#### 4. Assignment to Burrell

5. Assignor acknowledges that following execution of this deed Adbri Mining will assign all its rights, title and interest in and to the USA Patent to Burrell Mining Products, Inc ("Burrell") and that it is the Assignor's obligation to negotiate any royalty payments in respect of the USA Patent directly with Burrell. Governing law.

This deed is governed by the law in force in South Australia, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

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### 6. Counterparts

This deed may consist of a number of copies, each signed by one or more parties to the deed. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of the deed.

IN WITNESS whereof the parties hereto have executed this document as a Deed.

EXECUTED by IAN EDWARD HEALY in the presence of

Signature of witness

SubiTH. HEALY.

EXECUTED by ADBRI MINING
PRODUCTS PTY LTD ACN 076 713 927 in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by authority of
its directors:

Signature of director

Name of director (print)

Signature of director/company secretary (Defete whichever is not applicable)

MARCUS ROLAND DEAN CLAYTON

Name of director/company secretary (print) (Delete whichever is not applicable)

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RECORDED: 04/28/2017