

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4466811

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NAWAR SAMI ALWESH	11/05/2015
DAVID WILLIAM PENMAN	11/05/2015
JOHANN AUGUST SCHOONEES	11/05/2015
ROBERT JAN VALKENBURG	11/05/2015
RECEIVING PARTY DATA	
Name:	C 3 LIMITED
Street Address:	50B CROSS ROAD
City:	TAURANGA, 3110
State/Country:	NEW ZEALAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15503613
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:	request@slwip.com
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER, P.A.
Address Line 1:	P.O. BOX 2938
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	2958.026US1
NAME OF SUBMITTER:	KIMBERLIE PATES
SIGNATURE:	/Kimberlie Pates/
DATE SIGNED:	06/19/2017
Total Attachments: 11	
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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 2958.026US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Nawar Sami Alwesh, David William Penman, Johann
August Schoonees, Robert Jan Valkenburg

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: November 5, 2015, November 5, 2015,
November 5, 2015, November 5, 2015

2. Name and address of receiving party(ies):

Name: C 3 Limited

Street Address: 50b Cross Road

City: Tauranga, 3110

Country: New Zealand

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 15/503,613

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: James D. Hallenbeck

Address:

Schwegman Lundberg & Woessner, P.A.
P.O. Box 2938
Minneapolis, MN 55402--0938

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 0.00

☐ Enclosed

☐ Authorized to be charged to deposit account 19-0743

8. Please charge any additional fees or credit any over
payments to our Deposit Account No.: 19-0743

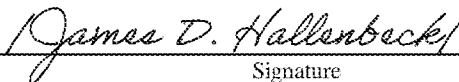
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of
the original document.

James D. Hallenbeck/Reg. No. 63,561

Name of Person Signing



Signature

6/16/2017

Date

Total number of pages including cover sheet: 10

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Mail Stop Assignment Recordation Services
P.O. Box 1450
Alexandria, VA 22313-1450

PATENT
REEL: 042749 FRAME: 0099

NAWAR SAMI ALWESH

DAVID WILLIAM PENMAN

JOHANN AUGUST SCHOONEES

ROBERT JAN VALKENBURG

CALLAGHAN INNOVATION RESEARCH LIMITED

CALLAGHAN INNOVATION

C 3 LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PARTIES

NAWAR SAMI ALWESH, a New Zealand citizen of 2 Borthwick Close, Flat Bush, Auckland 2016, New Zealand (**First Assignor**)

DAVID WILLIAM PENMAN, a New Zealand citizen of 45 Calvin Place, Avondale, Auckland 1026, New Zealand (**Second Assignor**)

JOHANN AUGUST SCHOONEES, a New Zealand citizen of 4 Edison Place, Kohimarama, Auckland 1071, New Zealand (**Third Assignor**)

ROBERT JAN VALKENBURG, a New Zealand citizen of 24 Parkdale Road, Mount Albert, Auckland 1026, New Zealand (**Fourth Assignor**)

CALLAGHAN INNOVATION RESEARCH LIMITED, a New Zealand company whose registered office is located at Gracefield Research Centre, 69 Gracefield Road, Lower Hutt, New Zealand (**Fifth Assignor**)

CALLAGHAN INNOVATION, a Crown entity existing pursuant to the Callaghan Innovation Act 2012 (**Sixth Assignor**)

C 3 LIMITED, a New Zealand company whose registered office is located at 50b Cross Road, Tauranga 3110, New Zealand (**Assignee**)

INTRODUCTION

- A. The Assignors have devised or contributed to the Invention under a commission from the Assignee.
- B. The Assignors acknowledge that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. Each of the Assignors has agreed to assign, and the Assignee has agreed to accept, the Invention and such Intellectual Property Rights subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

Assignors means the First Assignor, the Second Assignor the Third Assignor, the Fourth Assignor, the Fifth Assignor and the Sixth Assignor;

Copyright means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and
- (b) any database rights,

comprising or relating to the Invention as may exist anywhere in the world;

Design Rights means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) any unregistered design rights; and
- (d) any semi-conductor topography or integrated circuit layout rights;

Intellectual Property Rights means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

Invention means any and all inventions the subject of the Patent Application as improved, modified, developed or amended at any time up to the date of signing of this deed;

Know-How means any information, knowledge, experience, data and designs in the possession of either of the Assignors of a confidential nature and not in the public domain relating to the Invention or the process for making or using it;

Patent Application means the patent application identified in the Schedule; and

Patent Rights means all patent rights in and to the Invention as may exist or come into existence anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any International convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Application together with:
 - (i) any patent that may be granted pursuant to the Patent Application; and

- (i) any patent that may be granted pursuant to the Patent Application; and
- (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Application in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

2. ASSIGNMENT

- 2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to each of the Assignors, the receipt and sufficiency of which is hereby acknowledged by each of the Assignors, each of the Assignors hereby assigns to the Assignee absolutely all of their rights, title and interest in and to:
- (a) the Invention;
 - (b) the Intellectual Property Rights; and
 - (c) the Know-How and the full, unfettered and exclusive worldwide right to use the Know-How for any purpose whatsoever (including the filing of patent applications in respect of all or any part of it).
- 2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of:
- (a) all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed; and
 - (b) all rights of ownership of any materials that form part of the Know-How.
- 2.3 **Moral rights:** The Assignors waive all of their moral rights arising from the Invention throughout the world, to the extent that they may lawfully do so.

3. KNOW-HOW

- 3.1 **Provision of Know-How:** Each of the Assignors will, either in accordance with existing agreements with the Assignee or at the reasonable request and expense of the Assignee and to the extent outstanding:
- (a) disclose to the Assignee in writing all Know-How known to them;
 - (b) provide all other reasonable assistance and information as may be reasonably necessary in order to assist the Assignee, or its nominee, to develop and make or use the Invention; and
 - (c) where possible, provide all original versions of the Invention and any materials that form part of the Know-How.

3.2 Confidentiality:

- (a) The Assignors agree to treat all information relating to the Invention, the Know-How and the Intellectual Property Rights as secret and confidential.
- (b) Following the execution of this deed, the Assignors will not use, disclose or publish the information referred to in paragraph (a) above without the Assignee's prior written consent.
- (c) These obligations of confidentiality will not extend to any information that is or becomes generally available to the public through no act or default of the Assignors. If either of the Assignors becomes aware of any actual or potential loss of secrecy or confidentiality in respect of such information, such of the Assignors will promptly advise the Assignee of such matter.

4. IMPROVEMENTS

4.1 **Disclosure:** Following the date of this deed, each of the Assignors, while under any commission from the Assignee, will immediately disclose to the Assignee all improvements in, modifications of or additions to:

- (a) the Invention;
- (b) any original artistic, literary or other works relating to the Invention; and
- (c) any designs to be applied to the articles of or relating to the Invention,

devised, created, designed, contributed to or acquired by them (**Improvements**).

4.2 Ownership of Improvements:

- (a) The Assignee will exclusively own all Improvements and all intellectual property rights in such Improvements. To the extent that any Improvements and such intellectual property rights do not on their creation vest in the Assignee but vest in one or more of the Assignors, such Assignors will hold such Improvements and Intellectual property rights on trust for the Assignee.
- (b) The Assignors to whom paragraph (a) above applies will at any time, upon the Assignee's reasonable request and at the Assignee's expense, appropriately execute all documents necessary to:
 - (i) confirm the Assignee's ownership of the Improvements and all intellectual property rights in such Improvements; or
 - (ii) file a protective application for such Improvements and intellectual property rights and/or defend such protective application.

5. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

- 5.1 **Further actions:** If requested by the Assignee, each of the Assignors will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to:
- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection of the Intellectual Property Rights, with the understanding and the intention that all rights, title and interest in and to such applications and any granted protection is to vest in the Assignee;
 - (b) vest any such protection referred to in paragraph (a) in the Assignee;
 - (c) amend, maintain or renew any such protection referred to in paragraph (a);
 - (d) assist the Assignee to:
 - (i) enable enforcement of any of the Intellectual Property Rights (including obtaining all remedies as may be available for infringement of the Intellectual Property Rights);
 - (ii) defeat any challenge to the validity of any of the Intellectual Property Rights;
 - (iii) defend any opposition proceedings brought by a third party in respect of the Intellectual Property Rights; or
 - (iv) conduct opposition proceedings in respect of any application for intellectual property protection by a third party where such application may adversely affect the Assignee's ability to exploit the Intellectual Property Rights; and
 - (e) otherwise implement and carry out their obligations under this deed.
- 5.2 **Power of attorney:** Each of the Assignors hereby irrevocably appoints the Assignee as their attorney with full power to act in their name and on their behalf in fulfilling any of the matters set out in clause 5.1:
- (a) to the extent that such of the Assignors fails to do any of such matters after being called upon to do so by the Assignee; or
 - (b) if the Assignee is unable, after making reasonable and proper inquiries, to locate such of the Assignors to request the fulfilment of such matters.

6. GENERAL

- 6.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such

right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.

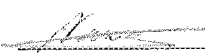
6.2 Facsimile counterparts:

- (a) This deed may be executed in any number of counterparts (including facsimile and scanned electronic copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile or scanned electronic copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

6.3 Governing law: The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

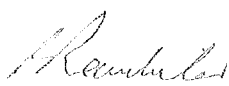
SIGNED AS A DEED

SIGNED by **NAWAR SAMI ALWESH** in the presence of:


Signature

11/05/2015
Date

WITNESS

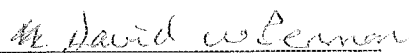
Signature: 

Name: Rachel Rankilor

Address: 18a Sylvia Rd, St Heliers, Auckland

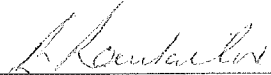
Occupation: Administrator

SIGNED by **DAVID WILLIAM PENMAN** in the presence of:


Signature

11/5/2015
Date

WITNESS

Signature: 

Name: Rachel Rankilor

Address: 18a Sylvia Rd, St Heliers, Auckland

Occupation: Administrator

SIGNED by JOHANN AUGUST
SCHOONEES in the presence of:

[Signature]
Signature
11/5/2015
Date

WITNESS

Signature: [Signature]
Name: Rachel Rankilor
Address: 18a Sylvia Rd, St Heliers, Alder
Occupation: Administrator

SIGNED by ROBERT JAN VALKENBURG in
the presence of:

[Signature]
Signature
11/5/2015
Date

WITNESS

Signature: [Signature]
Name: Rachel Rankilor
Address: 18a Sylvia Rd, St Heliers, Alder
Occupation: Administrator

SIGNED on behalf of CALLAGHAN
INNOVATION RESEARCH LIMITED in the
presence of:

[Signature]
Signature
Chief Legal Advisor
Title
19/5/15
Date

WITNESS

Signature: [Signature]
Name: WYNNE JAMES QUERG
Address: 27 FREDERICK ST LOWER HUTT
Occupation: IP MANAGER

SIGNED on behalf of **CALLAGHAN
INNOVATION** in the presence of:

P. Deloach
Signature
Chief Legal Advisor
Title
19/5/15
Date

WITNESS

Signature: [Signature]
Name: DEVINE JAMES QUERES
Address: 27 FREDERICK ST LOWER HUTT
Occupation: IP MANAGER

SIGNED by **C 3 LIMITED** by:

[Signature]
Signature of Director
Murray Vitlich
Name of Director
29/6/15
Date
[Signature]
Signature of Director
Jonathan Manson
Name of Director
9.07.15
Date

SCHEDULE
PATENT APPLICATION

Country	Application No.	Title	Date Filed
New Zealand	628730	LOG IDENTIFICATION AND MEASUREMENT SYSTEM	13 August 2014