

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4553178

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JULIO MIGUEL ALONSO BABARRO	12/12/2014
RECEIVING PARTY DATA		
Name:	AIRWAY MEDICAL INNOVATIONS PTY LTD	
Street Address:	C/O MOBILITY ACCOUNTING SOLUTIONS	
Internal Address:	2/49 BUTTERFIELD STREET	
City:	HERSTON, QUEENSLAND	
State/Country:	AUSTRALIA	
Postal Code:	4005	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15533928
CORRESPONDENCE DATA		
Fax Number:	(877)769-7945	
<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:	617-368-2145	
Email:	apsi@fr.com	
Correspondent Name:	TIMOTHY A. FRENCH	
Address Line 1:	FISH & RICHARDSON P.C.	
Address Line 2:	P.O.BOX 1022	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022	
ATTORNEY DOCKET NUMBER:	44799-0002US1	
NAME OF SUBMITTER:	RITA M. LISTON	
SIGNATURE:	/Rita M. Liston/	
DATE SIGNED:	08/16/2017	
Total Attachments: 8		
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Dated 12 day of December, 2014

between JULIO MIGUEL ALONSO
BABARRO

and AIRWAY MEDICAL
INNOVATIONS PTY LTD

IP ASSIGNMENT AGREEMENT

VA
A

This **IP ASSIGNMENT AGREEMENT** is made this 12 day of December, 2014

between **JULIO MIGUEL ALONSO BABARRO** of 30 Gibbon Street, New Farm in the State of Queensland ("Julio");

and **AIRWAY MEDICAL INNOVATIONS PTY LTD (ACN 167 925 359)** having its registered office located at C/O- Mobility Accounting Solutions, 2/49 Butterfield Street, Herston in the State of Queensland ("AMI").

BACKGROUND

- A. Julio has developed the Product and owns the Rights.
- B. Julio has agreed to assign the Rights to AMI, in exchange for the payment by AMI of the Fee. Upon execution of this Agreement, the Patent Application, under preparation by Messrs Davies Collison Cave will be lodged in AMI.
- C. For the purposes of this Agreement, Julio has been advised by Kenny & Co Solicitors of Brisbane. AMI has been encouraged and afforded the opportunity to obtain independent professional advice. The parties wish to record their agreement herein.

NOW THIS AGREEMENT RECORDS that in consideration of AMI making payment to Julio of the Fee, the receipt of which is hereby acknowledged, Julio hereby Assigns and sets over free of all encumbrances, liens and adverse interests whatsoever to AMI absolutely to hold all the exclusive right, title and interest in and to the Rights and all rights of action, powers, immunities and benefits belonging or accrued in any way whatsoever thereto. **TO THE INTENT** that the General Conditions and Schedules will be read in conjunction with and as part of this Agreement.

EXECUTED as an agreement on the date referred to above.

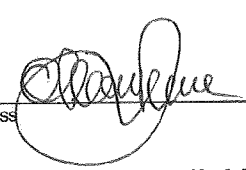
Signed by **JULIO MIGUEL ALONSO BABARRO** in
the presence of:-

)
)
) X


Julio Miguel Alonso Babarro

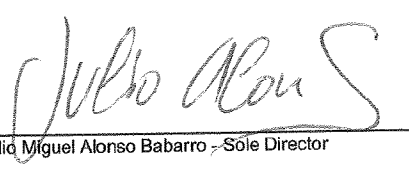
X

Witness


OLGA ALONSO

Signed for and on behalf of **AIRWAY MEDICAL
INNOVATIONS PTY LTD (ACN 167 925 359)**
pursuant to s 127 of the *Corporations Act 2001* (Cth):-

)
)
) X


Julio Miguel Alonso Babarro - Sole Director

GENERAL CONDITIONS

1 WARRANTIES AND UNDERTAKINGS

1.1 The undertakings and warranties of Julio contained herein, will not merge in nor be extinguished, but will be and remain in full force and effect until satisfied as discharged in accordance with this Agreement.

1.2 **Warranties.** Julio warrants to AMI that to the best of Julio's knowledge:-

(a) Julio:-

- (i) is solely, absolutely and beneficially entitled to the Rights which currently exists or which he may Develop and to all rights pertaining thereto free of any form of encumbrance whatsoever;
- (ii) has full power and authority to make the Assignment;
- (iii) has not knowingly done or omitted to do or permitted any other to do or omit to do any act or thing whatsoever whereby the Rights may be invalidated or whereby his title thereto may be encumbered or otherwise prejudicially affected or by which the due performance of this Agreement will be hindered or prevented in any way whatsoever;
- (iv) has not disclosed and will not disclose the Technical Information to any person other than to persons with whom he was in negotiation for the purpose of commercialising the Rights;
- (v) is not aware of any contrary application by any person not a party to this Agreement for the Rights anywhere in the world;

(b) there is no claim or suit or litigation pending concerning or purporting to affect adversely the Rights; and

(c) each and every concept which is essential to the operation and commercialisation of the Technology has been included in the Rights.

1.3 **Undertakings.** Julio undertakes to AMI at the cost and expense of AMI to:-

(a) at any time hereafter at the request of AMI:-

- (i) sign any document and use their best endeavours to more completely assure and confirm the Assignment; and
- (ii) permit AMI to amend any subsequent applications in respect of the Rights without any consent of or reference to Julio where such amendment is necessary at the discretion of AMI to obtain a grant (where necessary or appropriate in the circumstances) of Rights from any relevant statutory authority;

(b) allow AMI at all times hereafter to enjoy the full sole and absolute benefit of the Rights wherever granted throughout the world without interruption, disturbance or interference from or by any person claiming through, under, in right of or in trust for Julio;

(c) refrain without the written consent of AMI, from disclosing to any person the nature of the Rights; and

(d) during the Term if Julio becomes aware of any exploitation of the Rights by any other person in contravention of this Agreement:-

- (i) notify AMI forthwith; and
- (ii) thereafter to co-operate in every way whatsoever with AMI in the event that AMI commences any action against any other person as AMI may deem expedient to protect its rights under this Agreement.

This and the following 5 pages are the General Conditions and Schedules referred to in the IP Assignment Agreement between JULIO MIGUEL ALONSO BABARRO and AIRWAY MEDICAL INNOVATIONS PTY LTD dated this 12 day of December, 2014.

1.4 Developments

- (a) If during the Term Julio develops, makes or acquires any Developments anywhere in the world, Julio:-
 - (i) undertakes to notify AMI forthwith and describe the nature of such Development;
 - (ii) hereby Assigns to AMI all the right, title and interest in any Future Rights available in respect of the Developments (and AMI accepts this Assignment); and
 - (iii) undertakes to do all things as may be necessary or appropriate in the opinion of AMI to vest absolutely in or transfer to AMI or its nominee any Future Rights available in respect of the Developments.
 - (b) If a Development is not capable of protection by Future Rights, the parties each agree to treat the Development and any documents or other information in relation to the Development acquired by AMI or Julio in the course of the creation of the Development as Confidential Information belonging to AMI.
- 1.5 **Provision of Technical Information.** As is appropriate and/or when so requested by AMI during the Term, Julio undertakes to effectively communicate to AMI and/or its nominees the Technical Information.
- 1.6 **Power of attorney.** Julio irrevocably appoints the officeholders of AMI as his attorney for the purpose of AMI having the full use, benefit and protection of the Rights. The power of attorney may be exercised in any part of the world in the event that Julio is unwilling or unable to comply with his obligations under clauses 1.3(a) or 1.4(a) within fourteen (14) days after written notice is given by AMI. Julio:-
- (a) undertakes to ratify and confirm any action or thing the attorney (or their substitute) lawfully does or causes to be done by virtue of the power of attorney contained in this clause 1.6; and
 - (b) authorises the attorney to register this power of attorney at any place.
- 1.7 Upon execution of the Agreement AMI assumes full responsibility for the commercialisation of the Technology and the payment of all expenses.

2 MORAL RIGHTS

- 2.1 To the extent permitted by law, Julio hereby:-
- (a) agrees to waive his Moral Rights to the extent that such rights subsist in respect of the Material; and
 - (b) unconditionally and voluntarily gives his consent to AMI doing (or omitting to do) any act or thing in connection with the Material which might otherwise infringe Julio's Moral Rights.

3 NO REPRESENTATIONS

- 3.1 AMI acknowledges that no representations in connection with the Assignment have been made by Judddlio other than as are set forth in this Agreement.

4 INDEMNITY

- 4.1 **Julio.** Julio hereby indemnifies AMI against all:-
- (a) Liabilities which AMI suffers; and
 - (b) Claims made by any third party against AMI
in relation to, by reason of, or in connection with:-
 - (c) a matter which constitutes, or in circumstances that constitute, a breach of, or inaccuracy in, any of Julio's warranties or any other covenant or representation of Julio in this Agreement;
 - (d) any failure by Julio to fulfil his obligations under this Agreement;
 - (e) the Rights, whether arising before or after the date of this Agreement;

4.2 AMI. AMI hereby indemnifies Julio against all:-

- (a) Liabilities which Julio suffers; and
- (b) Claims made by any third party against Julio
in relation to, by reason of, or in connection with:-
 - (c) a matter which constitutes, or in circumstances that constitute, a breach of, or inaccuracy in, any of AMI's warranties or any other covenant or representation of AMI in this Agreement;
 - (d) any failure by AMI to fulfil its obligations under this Agreement;
 - (e) the Rights, whether arising before or after the date of this Agreement;

4.3 Claiming Party's obligations. A party claiming an indemnity ("Claiming Party") under this clause 4 must:-

- (a) notify the other party ("Affected Party") as soon as reasonably practicable after becoming aware of anything which is or may be reasonably likely to give rise to a Claim by the Claiming Party under this clause 4 and thereafter keep the Affected Party promptly informed of any further developments regarding such Claim;
- (b) take all reasonable steps to minimise, mitigate or avoid any Claims or Liabilities either:-
 - (i) suffered by the Claiming Party; or
 - (ii) the subject of a Claim by a third party against the Claiming Party;
- (c) not settle, compromise or enter into an arrangement regarding any Claim brought by, or Liability incurred to, a third party against the Claiming Party without the prior written consent of the Affected Party, such consent not to be unreasonably withheld.

5 INTERPRETATION

5.1 Unless the context otherwise requires, the following expressions have the meanings ascribed to them below:-

this Agreement	this IP Assignment Agreement and amendments hereto and any other instrument expressed to be supplemental to this Agreement and all amendments thereto;
Assignment	the assignment of the Rights from Julio to AMI pursuant to this Agreement; and "Assign" will have a corresponding meaning;
Claim	includes a notice, demand, action, cause of action, proceeding, litigation, arbitration, investigation, verdict, judgement, debt due, or Liabilities however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or under the provisions of any statute, award, order or determination, whether involving a third party or a party to this Agreement, and whether or not known at the date of this Agreement;
Copyright	the rights of copyright under the <i>Copyright Act 1968</i> (Cth) (or similar laws throughout the world) in respect of the Technology;
Design Rights	each and every one of those rights comprised in the definition of "registered design" in the <i>Designs Act 2003</i> (Cth) (or similar laws throughout the world) in relation to the Technology;
Developments	any improvement, adaptation, translation or modification to the Rights or any invention, discovery, thing, method or approach that can be adapted to the Technology or the Product which would make it cheaper, more effective, in any way easier to access or more useful or valuable, in any way preferable as a commercial article, system or process in any part of the world which is developed or acquired by or on behalf of AMI or Julio after the date of this Agreement; and "Develop" will have a corresponding meaning
Fee	the sum of one thousand dollars Australian (\$1000 AUD) payable by AMI to Julio in consideration of the Assignment and in accordance with this

	Agreement, the receipt of which is hereby acknowledged by Julio
Future Rights	jointly and severally all those Rights comprised in the Technical Information or any Developments and the definition of Patent Rights, Design Rights, Trade Mark Rights or Copyright which:- (a) may be granted or acquired in any way whatsoever in relation to the Technology; and (b) are Developed by Julio or AMI during the Term;
Liabilities	includes all liabilities (whether actual, contingent or prospective), losses, damages, costs and expenses (including any legal costs and expenses) of whatever description;
Material	each and every document associated with the Technology or the Rights including but not limited to reports, formulae, notes, correspondence, drawings, diagrams, photographs, specifications and software;
Moral Rights	the rights conferred upon Julio pursuant to Part IX of the <i>Copyright Act 1968</i> (Cth) (and similar laws throughout the world) including:- (a) the right of attribution of authorship; (b) the right not to have authorship falsely attributed; and (c) the right of integrity of authorship;
Patent Application	the Australian provisional patent application addressing the Technology under preparation by Davies Collision Cave Patent Attorneys, Brisbane and which application will be filed by AMI, as amended or updated at the time and from time to time and any patent granted pursuant thereto and in respect of the Technology;
Patent Rights	each and every one of those rights comprised in:- (a) the Patent Application; and (b) the definition of "patent" or "letters patent" in the <i>Patents Act 1990</i> (Cth) (or similar laws throughout the world) in respect of the Technology;
Person	includes a trust, firm and/or company;
Product	that device developed by Julio incorporating the Technology, at the time and from time to time;
Rights	jointly and severally all rights of intellectual property including the Future Rights, Patent Rights, Copyright, Design Rights, Trade Mark Rights, Technical Information and Developments and the right to make application for the same anywhere in the world;
Technical Information	all information, advice and knowhow of a proprietary nature in relation to the Technology;
Technology	That invention, which is to be the subject matter of the Patent Application entitled "Intubation device", which relates to a bladed intubation device with thumb actuation control for the advancement of an intubation tube, and including the Product;
Term	the period of time from execution of this Agreement until Julio ceases to:- (a) be a shareholder in AMI or have a beneficial interest in the shares in AMI; (b) be an officeholder in AMI;

Trade Mark Rights

each and every one of those rights in the trade nominations of AMI and such other names, marks, styles and symbols Developed or acquired by Julio, which might describe the Technology or its commercialisation including the name of any business or company responsible for the commercialisation of the business, and are capable of registration or protection under the *Trade Marks Act 1995* (Cth), the *Corporations Act 2001* (Cth), the *Business Names Registration Act 2011* (Cth) or other laws throughout the world;

- 5.2 Words denoting the singular number include the plural and vice versa and words denoting any gender include every gender.
- 5.3 Any reference to any Act, or any section of any Act of Parliament or Government or any ancillary Statutory Regulation whether in Australia or elsewhere, will be read as though the words "or any effectual modification or re-enactment thereof" were added to such reference.
- 5.4 **Governing Law.** This Agreement and the construction and interpretation thereof will be governed by the laws of the State of Queensland.
- 5.5 Any reference to times or dates are references to those times and dates in Brisbane, Queensland, notwithstanding that the action required on or by those times and dates may take place elsewhere.
- 5.6 Headings are for ease of reference only and will not affect the interpretation or construction of this Agreement.

6 MISCELLANEOUS

6.1 Notices. Any notice given under this Agreement must be:-

- (a) made in writing; and
- (b) addressed to the last known address of the intended recipient, or to agents known to be in communication with the intended recipient, or to a receiver liquidator or other properly appointed person having authority by virtue of their appointment over the affairs of the intended recipient.

A notice sent:-

- (c) by prepaid, registered mail, will be deemed to have been properly given five (5) business days after the date of dispatch;
- (d) by email or facsimile will be deemed to have been properly given:-
 - (i) if transmitted during business hours of the intended recipient – one (1) hour after dispatch; or
 - (ii) if not transmitted during business hours of the intended recipient – at 9:00am on the next business day;

unless actual receipt at an earlier date or time is established by the sender. Proof that:-

- (e) an email or facsimile was sent; or
 - (f) a letter was properly addressed and deposited;
- will be sufficient evidence of service on the intended recipient.

6.2 Further Assistance. Each party agrees that it will at all times do such further acts, matters and things and execute and deliver all such further deeds, documents and instruments as may be necessary in order fully to perform, give effect to and carry out the provisions of this Agreement.

6.3 Non-assignment. This Agreement will be binding upon and enure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors and assigns; PROVIDED THAT

- (a) no party may assign any of its rights or privileges under this Agreement without the prior written consent of the other; and
- (b) AMI may assign or otherwise deal with the Rights in any manner deemed appropriate by AMI without reference to Julio.

- 6.4 **Entire agreement.** This Agreement is the entire agreement between the parties and supersedes all prior agreements with respect to the transactions contemplated herein and therein.
- 6.5 **Waiver.** No failure to exercise and no delay in exercising on the part of any of the parties hereto of any right, power or privilege will be deemed a waiver by such party of any subsequent right, power or privilege whether of a like nature or otherwise. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 6.6 **Severability.** If any provision (or part thereof) of this Agreement is deemed to be unenforceable or invalid, such provision (or part thereof) will be severed without affecting the enforceability or validity of any other provisions of this Agreement unless such severance would substantially alter the commercial efficacy and intent of the remaining provisions of this Agreement.
- 6.7 **Costs.** Except as otherwise provided, each party will bear its own costs of and incidental to the preparation, execution and performance of this Agreement. Julio must pay any stamp duty assessed in relation to this Agreement.
- 6.8 **Time of the essence.** Time will be of the essence of this Agreement.