

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4585045

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SU NEE TAN	11/11/2015
DARREN MORTON	12/11/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ORICA INTERNATIONAL PTE LTD.
<b>Street Address:</b>	78 SHENTON WAY , #06-15 TOWER 2
<b>City:</b>	SINGAPORE
<b>State/Country:</b>	SINGAPORE
<b>Postal Code:</b>	079120
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15526622
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)395-7070
<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>	
<b>Phone:</b>	(617) 395-7048
<b>Email:</b>	GKGPatents@LALaw.com
<b>Correspondent Name:</b>	LANDO & ANASTASI, LLP
<b>Address Line 1:</b>	RIVERFRONT OFFICE PARK
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<b>Address Line 4:</b>	CAMBRIDGE, MASSACHUSETTS 02142
<b>ATTORNEY DOCKET NUMBER:</b>	O2051-7001US
<b>NAME OF SUBMITTER:</b>	GREGORY K. GERSTENZANG
<b>SIGNATURE:</b>	/Gregory K. Gerstenzang/
<b>DATE SIGNED:</b>	09/08/2017
<b>Total Attachments: 7</b>	
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NOVEMBER 2015

# DEED OF ACKNOWLEDGEMENT AND ASSIGNMENT

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SU NEE TAN

DARREN MORTON

ORICA AUSTRALIA PTY LTD

ORICA INTERNATIONAL PTE LTD

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Intellectual Property  
1 Nicholson St, Melbourne, VIC, 3000  
Tel: +61 3 9254 2888 Fax: +61 3 9254 2880  
Ref: 35204372/JCC and 35203788/JCC  
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INTELLECTUAL PROPERTY

[davies.com.au](http://davies.com.au)

**PATENT**

**REEL: 043529 FRAME: 0433**

## DEED OF ACKNOWLEDGEMENT AND ASSIGNMENT

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**THIS DEED** is made this    /    day of November 2015

**BETWEEN:**

**SU NEE TAN** c/o Orica Australia Pty Ltd of 1 Nicholson Street, Melbourne, Victoria 3000, Australia (**Tan**)

**AND**

**DARREN MORTON** c/o Orica Australia Pty Ltd of 1 Nicholson Street, Melbourne, Victoria 3000, Australia (**Morton**)

(Tan and Morton are, together, referred to as **the Inventors**)

**AND**

**ORICA AUSTRALIA PTY LTD** of 1 Nicholson Street, Melbourne, Victoria 3000, Australia (**OA**)

**AND**

**ORICA INTERNATIONAL PTE LTD** of 78 Shenton Way #06-15 Tower 2, Singapore 079120 (**OIPL**)

**WHEREAS:**

- A. The Inventors have made an invention or inventions which are the subject of, and described or claimed (or both), in Singaporean Patent Application No. 10201407513Y entitled "Loading of emulsion explosive" (**Invention**).
- B. At the time of making the Invention, the Inventors were employed by OA and hereby acknowledge that they are under an obligation to assign all their right, title and interest in and to the Invention for Australia and for all countries foreign thereto (**Foreign Territories**) to OA or to such other party as may be nominated by OA.
- C. OIPL has now requested that OA and the Inventors, and OA and the Inventors have agreed, to enter into this Deed of Assignment.

**NOW THIS DEED OF ASSIGNMENT WITNESSES** as follows:

- 1. Each Inventor hereby acknowledges that:
  - (a) he/she was involved in the creation of the Invention;

- (b) the Invention was created by him/her while he/she was an employee of OA;
  - (c) all of his/her involvement in the creation of the Invention was in the ordinary course of his/her employment, that is, all such involvement was in performance of the position which he/she was employed by OA to perform; and
  - (d) as a consequence of the employment relationship with OA, the whole right, title and interest in the Invention vested in OA upon creation.
2. To the extent that an Inventor has retained any right, title or interest in or to the Invention, that Inventor hereby assigns all of that right, title and interest in and to the Invention to OA absolutely.
3. OA hereby acknowledges that all its right, title and interest in and to the Invention is vested absolutely in and is the property of OIPL, the right, title and interest in and to the Invention being:
  - (a) all of the right, title and interest in and to the Invention for Australia and for Foreign Territories;
  - (b) the right to file any application for patent or similar provision in Australia or Foreign Territories in respect of the Invention (including any regular divisional, continuation or continuation-in-part application) whether in the name of OIPL or in such other name or names as OIPL may direct (**Foreign Application**) together with the rights obtained in any patent or patents issued pursuant thereto or reissue or re-examination thereon; and
  - (c) the right to file an international application under the Patent Cooperation Treaty designating Australia and/or Foreign Territories for patent or similar provision in respect of the Invention whether in the name of OIPL or in such other name or names as OIPL may direct together with the rights obtained in any patent or patents issued pursuant thereto in Australia or in Foreign Territories.
4. To the extent that, as at the date of this Deed, OA holds any right, title or interest in or to the Invention in its own right, OA hereby assigns, transfers and sets over to OIPL absolutely any and all of its right, title and interest in and to the Invention.
5. Each of the Inventors and OA agree, at the request of OIPL, to execute such documents and do all such acts and things as OIPL may reasonably require:
  - (a) to enable any application in respect of the Invention to be filed in the name of OIPL or otherwise as it may direct;
  - (b) to assist in the prosecution of any such application so filed; and
  - (c) to vest in OIPL or as it may direct any such application and any right granted pursuant thereto.

The provisions of this clause 5 shall continue to bind the Inventors notwithstanding that at the time when they are called upon to implement the same their employment with OA may have ceased.

- 6. OA hereby agrees that the Inventors may execute assignments of the Invention and any Foreign Application directly to OIPL subsequent to the effective date hereof and that any such assignment by the Inventors shall be treated as a confirmatory assignment of the rights assigned hereby.
- 7. In this Deed, the expression "the Inventors" includes their respective legal personal representatives and the expressions "OA" and "OIPL" include their respective successors and assigns.
- 8. This Deed may be executed in counterparts by each of the parties hereto, 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.
- 9. This Deed takes effect under, is governed by, and shall be construed according to the laws of the State of Victoria, Australia.

**IN WITNESS WHEREOF** the parties hereto have executed this Deed on the dates specified below and agree to be bound by it on and from the respective dates of execution.

**SIGNED, SEALED and DELIVERED** by)  
**SU NEE TAN** in the presence of: )



Signature of Su Nee Tan



Signature of Witness

11/11/15

Date

Sonya Froschauer  
Name of Witness

**SIGNED, SEALED and DELIVERED** by)  
**DARREN MORTON** in the presence of: )

Signature of Darren Morton

Signature of Witness

Date

Name of Witness

- 6. OA hereby agrees that the Inventors may execute assignments of the Invention and any Foreign Application directly to OIPL subsequent to the effective date hereof and that any such assignment by the Inventors shall be treated as a confirmatory assignment of the rights assigned hereby.
- 7. In this Deed, the expression "the Inventors" includes their respective legal personal representatives and the expressions "OA" and "OIPL" include their respective successors and assigns.
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**IN WITNESS WHEREOF** the parties hereto have executed this Deed on the dates specified below and agree to be bound by it on and from the respective dates of execution.

**SIGNED, SEALED and DELIVERED** by )  
SU NEE TAN in the presence of: )

\_\_\_\_\_  
Signature of Su Nee Tan

\_\_\_\_\_  
Signature of Witness

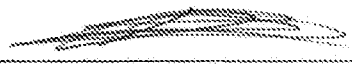
\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Witness

**SIGNED, SEALED and DELIVERED** by )  
DARREN MORTON in the presence of: )

  
\_\_\_\_\_  
Signature of Darren Morton

12/11/2015  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Name of Witness

EXECUTED for and on behalf of ORICA AUSTRALIA PTY LTD (ACN 604 117 828) by its duly authorised officer in the presence of:



Signature of Authorised Officer



Signature of Witness

JEREMY SMITH, VICE PRESIDENT

Name and title of Authorised Officer

Sonya Froschauer

Name of Witness

11/11/2015

Date

EXECUTED for and on behalf of ORICA INTERNATIONAL PTE LTD by its duly authorised officer in the presence of:

Signature of Authorised Officer

Signature of Witness

Name and title of Authorised Officer

Name of Witness

Date



COPY FROM PARENT

EXECUTED for and on behalf of ORICA)  
AUSTRALIA PTY LTD (ACN 004 117)  
828) by its duly authorised officer in the  
presence of: )

\_\_\_\_\_  
Signature of Authorised Officer

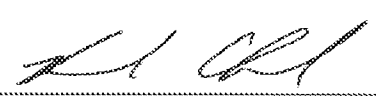
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Signature of Witness

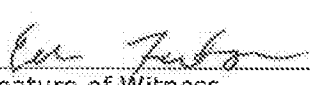
\_\_\_\_\_  
Name and title of Authorised Officer

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Date

EXECUTED for and on behalf of ORICA)  
INTERNATIONAL PTE LTD by its duly  
authorised officer in the presence of: )

  
\_\_\_\_\_  
Signature of Authorised Officer

  
\_\_\_\_\_  
Signature of Witness

*BRADON CARR. Director.*  
\_\_\_\_\_  
Name and title of Authorised Officer

*Ellen Fenton*  
\_\_\_\_\_  
Name of Witness

*11.11.15*  
\_\_\_\_\_  
Date