

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4605340

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
IDEAS WORTH INVESTMENT PTY LTD ACN 618 789 441	09/08/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MINDGO PTY LTD ACN 619 921 578
<b>Street Address:</b>	131 HYDE STREET
<b>Internal Address:</b>	UNIT 2
<b>City:</b>	YARRAVILLE, VICTORIA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	3013
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15607516
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(571)577-8760
<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>	703-329-6323
<b>Email:</b>	robercraig@gmail.com
<b>Correspondent Name:</b>	ROBERT J CRAIG
<b>Address Line 1:</b>	10332 SUNRISE LAKES BLVD.
<b>Address Line 2:</b>	UNIT 305
<b>Address Line 4:</b>	SUNRISE, FLORIDA 33322
<b>ATTORNEY DOCKET NUMBER:</b>	KAC 0080 A2
<b>NAME OF SUBMITTER:</b>	ROBERT J CRAIG, ESQ, USPTO 62365
<b>SIGNATURE:</b>	/Robert J. Craig/
<b>DATE SIGNED:</b>	09/21/2017
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 6</b>	
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**phillips ormonde fitzpatrick**  
intellectual property

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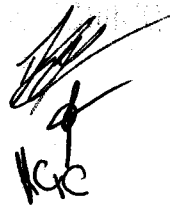
## **Deed of Assignment**

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**Phillips Ormonde Fitzpatrick**  
**ABN 91 823 913 064**  
**Level 16**  
**333 Collins Street**  
**Melbourne 3000**  
**[www.pof.com.au](http://www.pof.com.au)**

## DEED OF ASSIGNMENT

THIS DEED IS MADE THE .....<sup>8th</sup>.....<sup>SEPTEMBER</sup> DAY OF ~~AUGUST~~ 2017



### BETWEEN

**KATRINA CANDY** of 39 Hovell Street, Echuca VIC 3564 Echuca VIC 3564 (**KATRINA**)

### AND

**IDEAS WORTH INVESTMENT PTY LTD** ACN 618 789 441 as trustee for the Ideas Worth Investment Trust of 39 Hovell Street, Echuca VIC 3564 (**IWI**)

### AND

**RYAN BABBAGE** of 7 Blanchard Avenue, Keysborough VIC 3173 (**RYAN**)

### AND

**MINDGO PTY LTD** ACN 619 921 578 as trustee for the Mindgo Unit Trust, of Unit 2, 131 Hyde street, Yarraville, VIC 3013 (**MINDGO**)

### RECITALS

- A. Katrina is the applicant named in the Patent Application and the PCT Application.
- B. The Patent Application was assigned from Katrina to IWI on 19 July 2017.
- C. Katrina and Ryan are the registered owners of the Trade Mark, and have each created MindGo IP.
- D. IWI has agreed to assign the Patent Application to MindGo.
- E. Katrina has agreed to assign the PCT Application to MindGo.
- F. Katrina and Ryan have each agreed to assign the Trade Mark and the MindGo IP to MindGo.

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### 1. DEFINITIONS

#### 1.1 In this Deed, the following terms have the following meanings:

**Encumbrance** includes a licence, trust, charge, mortgage, option to license or purchase, and any right or interest granted to secure any debt, obligation or liability.

**MindGo IP** means mean all current and future intellectual property rights of any kind in any jurisdiction anywhere in the world (whether registered, unregistered or otherwise) including copyright, patents, patent applications, the right to lodge patent applications, trade marks, designs, and confidential information comprised in or relating to the MindGo digital command prompting device and software for dementia patients.

**Patent Application** means the patent application set out in Part 1 of the Schedule.

**PCT Application** means the PCT application set out in Part 2 of the Schedule.

**Trade Mark** means the trade mark set out in Part 3 of the Schedule.

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**2. ASSIGNMENT OF PATENT APPLICATION FROM IWI**

- 2.1 IWI assigns absolutely to MindGo, with effect from the date of this Assignment, the whole of its title to and rights in relation to the Patent Application free of any Encumbrance.
- 2.2 The assignment effected by clause 2.1 includes the right to:
- (a) claim priority from the Patent Application in respect of applications made for the grant of a patent throughout the world; and
  - (b) bring legal proceedings, and to obtain any relief to which IWI was entitled immediately before executing this Assignment (if any), in respect of any infringement of the IWI's rights in relation to the Patent Application which occurs before or after the date of this Assignment.

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**3. ASSIGNMENT OF PCT APPLICATION FROM KATRINA**

- 3.1 Katrina assigns absolutely to MindGo, with effect from the date of this Assignment, the whole of her title to and rights in relation to the PCT Application free of any Encumbrance.
- 3.2 The assignment effected by clause 2.3 includes the right to:
- (a) claim priority from the Patent Application in respect of applications made for the grant of a patent throughout the world; and
  - (b) bring legal proceedings, and to obtain any relief to which Katrina was entitled immediately before executing this Assignment (if any), in respect of any infringement of the Katrina's rights in relation to the PCT Application which occurs before or after the date of this Assignment.

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**4. ASSIGNMENT OF TRADE MARK AND MINDGO IP FROM KATRINA AND RYAN**

- 4.1 Katrina and Ryan assign absolutely to MindGo, with effect from the date of this Assignment, the whole of their title to and rights in relation to the Trade Mark and the MindGo IP free of any Encumbrance.
- 4.2 The assignment effected by clause 2.3 includes the right to bring legal proceedings, and to obtain any relief to which Katrina and Ryan were entitled immediately before executing this Assignment (if any), in respect of any infringement of Katrina and/or Ryan's rights in relation the Trade Mark and the MindGo IP which occurs before or after the date of this Assignment.
- 4.3 IWI, Katrina and Ryan agree to provide any assistance reasonably required by MindGo in order to give full effect to this Assignment (including the execution of any documents).

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**5. GENERAL**

- 5.1 This Assignment (and the validity and enforceability of this Assignment) is governed by and to be interpreted in accordance with the law of the State of Victoria. The parties submit to the exclusive jurisdiction of the courts of Victoria, and the federal courts of the Commonwealth of Australia.
- 5.2 This Assignment may be signed in multiple copies, all of which shall constitute a single Assignment and each of which shall be deemed to be an original.

- 5.3 This Assignment may be signed in counterparts. If this Assignment is signed in counterparts, it shall not be legally enforceable until the parties exchange the signed counterparts, which may be by electronic means. If exchange is carried out electronically, each party must promptly deliver a hard copy of this Assignment executed by it to the other party, but failure to do so will not affect the enforceability of this Assignment.
- 5.4 The rights and obligations of the parties under this Assignment do not merge on completion of any transaction contemplated by this Assignment.
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## **6. AUTHORITY TO EXECUTE**

- 6.1 Each of the parties warrants its power to enter into this Assignment.
- 6.2 Any individual executing this Assignment on behalf of a party warrants that he or she has been fully empowered to execute this Deed and that all necessary action to authorise execution of this Deed has been taken.




**SCHEDULE PART 1****PATENT APPLICATION**

Country	Number	Title	Filing Date
USA	15607516	Digital Command Prompting Device for Dementia Patients	28 May 2017

**SCHEDULE PART 2****PCT APPLICATION**

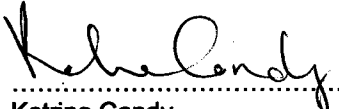
Number	Title	Filing Date
PCT/AU2017/050882	Digital Command Prompting Device for Dementia Patients	18 August 2017

**SCHEDULE PART 3****TRADE MARKS**

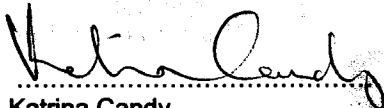
Country	Number	Title	Filing Date
Australia	1812220	 <b>MindGo</b>  	21 December 2016

**EXECUTED AS A DEED**

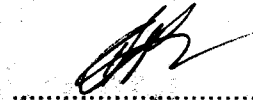
**EXECUTED** for and on behalf of **IDEAS WORTH INVESTMENT PTY LTD** as trustee for the Ideas Worth Investment Trust


  
.....  
Katrina Candy  
(Sole Director and Secretary)

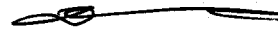
**SIGNED, SEALED AND DELIVERED** by **KATRINA CANDY** in the presence of:

  
.....  
Katrina Candy

**SIGNED, SEALED AND DELIVERED** by **RYAN BABBAGE** in the presence of:


  
.....  
Ryan Babbage

  
.....  
(Witness)

  
.....  
(Witness)

**EXECUTED** for and on behalf of **MindGo Pty Ltd** as trustee for the MindGo Unit Trust

  
.....  
(Katrina Candy, Director)

  
.....  
(Ryan Babbage, Director)