

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4710176

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DAVID ROBIN BEAN	05/20/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	123LASH PTE LIMITED
<b>Street Address:</b>	3 CENTRAL BOULEVARD
<b>Internal Address:</b>	#13-03 MARINA BAY SUITES
<b>City:</b>	MARINA BAY
<b>State/Country:</b>	SINGAPORE
<b>Postal Code:</b>	018965
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9744898
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(864)233-7342
<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>	8642711592
<b>Email:</b>	DOCKETING@DORITY-MANNING.COM, jackie@dority-manning.com
<b>Correspondent Name:</b>	DORITY & MANNING, P.A.
<b>Address Line 1:</b>	P.O. BOX 1449
<b>Address Line 4:</b>	GREENVILLE, SOUTH CAROLINA 29602
<b>ATTORNEY DOCKET NUMBER:</b>	SFN-27-PCT-US
<b>NAME OF SUBMITTER:</b>	STEPHEN E. BONDURA
<b>SIGNATURE:</b>	/stephen e. bondura/
<b>DATE SIGNED:</b>	11/30/2017
<b>Total Attachments: 8</b>	
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# Deed of Assignment of Intellectual Property

David Robin Bean

123Lash Pte Limited

Bird & Bird  
Level 11, 68 Pitt Street, Sydney 2000  
New South Wales, Australia  
Telephone: 61 2 9226 9888  
Facsimile: 61 2 9226 9899  
[www.twobirds.com](http://www.twobirds.com)  
Ref: IE-06094

**PATENT**  
**REEL: 044255 FRAME: 0653**

THIS DEED is dated May 2016

**PARTIES:**

1. **David Robin Bean** of 386 Bourke Street Surry Hills NSW 2010 Australia ("**Bean**")
2. **123Lash Pte Limited** SCN 201426128Z of 3 Central Boulevard #13-03 Marina Bay Suites Singapore 018965 ("**123Lash**")

**BACKGROUND:**

- A. Bean has legal title to the Patents.
- B. Bean has agreed to assign and transmit all his right, title and interest in the Patents and Related Intellectual Property to 123Lash on the terms set out in this Deed.

**OPERATIVE PROVISIONS:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Deed the following terms have their ascribed meaning, unless the context otherwise requires:

**Intellectual Property Rights** means the rights comprised in any patent, copyright, design, trade mark, eligible layout rights, rights in relation to trade secrets, know-how, the confidential information, all other intellectual property rights or like rights, whether registered or not, whether at common law or conferred by statute, throughout the world, and all other intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967.

**Patents** means the patents set out in Schedule 1 to this Deed.

**Price** means AUD \$10.00.

**Related Intellectual Property** means the Intellectual Property Rights relating to or derived from the Patents.

- 1.2 In this Deed unless the context otherwise requires:

- (a) references in this Deed to any legislation shall be construed as references to such legislation as replaced, re-enacted, rewritten, consolidated or amended from time to time;
- (b) the singular includes the plural and vice versa;
- (c) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government agency and vice versa;
- (d) anything including an amount is a reference to the whole and each part of it;
- (e) a reference to:

- (i) any agreement or document is to that agreement or document (and, where applicable, any of its provisions), as amended, novated, supplemented or replaced from time to time;
- (ii) a clause or party is a reference to a clause of or a party to this Deed; and
- (iii) a person includes its legal personal representatives, successors, substitutes (including persons taking by novation) and assigns;
- (f) any word or expression which is cognate to or a grammatical or linguistic variation or conversion of a defined word or expression has a corresponding meaning;
- (g) a reference to "including", "for example" or "such as" does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (h) a reference to "law" includes legislation, the rules of the general law, including common law and equity, and any judgment order or decree, declaration or ruling of a court of competent jurisdiction or governmental agency binding on a person or the assets of that person; and
- (i) headings are for convenience of reference only and do not affect interpretation.

## 2. AGREEMENT TO ASSIGN THE INTELLECTUAL PROPERTY

2.1 In consideration for the Price, on and from the date of this Deed, Bean hereby irrevocably assigns to 123Lash and 123Lash accepts the assignment of:

- (a) all rights, title and interest in and to the Patents and all Related Intellectual Property;
- (b) all rights, claims, demands, causes of action, rights of action past and present arising out of or under the Patents and all Related Intellectual Property; and
- (c) all accrued rights and causes of action for past infringements, all rights to damages and all other relief in respect of such past infringements and the right to sue for and recover and retain the same for 123Lash's own use and benefit and the right to prosecute and continue all existing actions and suits for infringement of the Patents and all Related Intellectual Property for the sole use and benefit of 123Lash.

2.2 Bean:

- (a) hereby transfers absolutely and directly to 123Lash the Patents and all Related Intellectual Property that have not been fully assigned in accordance with this deed or which later comes within its possession, ownership or control (even if after the date of this deed);
- (b) until the assignments are fully effected, unconditionally and irrevocably licenses to 123Lash the full use of the Patents and Related Intellectual Property without royalty or any other compensation; and
- (c) agrees to promptly execute all documents, forms and authorisations and do all acts and things that 123Lash considers to be necessary or desirable to give effect to this deed and

to absolutely vest in 123Lash full right, title and interest in and to the Patents and Related Intellectual Property.

### 3. COMPLETION

- 3.1 On the date of this Deed Bean must deliver to 123Lash unencumbered title to, and ownership of the Patents and Related Intellectual Property and place 123Lash in effective possession and control of the Patents and Related Intellectual Property.
- 3.2 Bean must, from time to time, do and execute all other acts and documents that are reasonably required of Bean to do or execute to effect the assignment of Bean's interest in the Patents and Related Intellectual Property.

### 4. WARRANTIES

4.1 Bean warrants and represents to 123Lash that at the date of this Deed:

- (a) Bean is the owner and inventor and has legal title to the Patents and Related Intellectual Property;
- (b) the Patents and Related Intellectual Property are not subject to any outstanding lien, security interest (as that term is defined in the *Personal Properties and Securities Act 2009*), finance lease, debenture, mortgage and/or any other encumbrance;
- (c) Bean has lawful authority to execute and deliver this Deed and to consummate and perform or cause to be performed its obligations under this Deed;
- (d) this Deed constitutes a legal, valid and binding obligation of Bean enforceable in accordance with its terms by appropriate legal remedy; and
- (e) this Deed does not conflict with or result in a breach of or default under any provision of its constitution or any material agreement or deed or any writ, order or injunction, judgment, law, rule or regulation to which he is a party or is subject or by which he is bound.

4.2 123Lash warrants and represents to Bean that at the date of this Deed:

- (a) the execution and delivery of this Deed has been properly authorised by all necessary corporate action of 123Lash;
- (b) 123Lash has full corporate power and lawful authority to execute and deliver this Deed and to consummate and perform or cause to be performed its obligations under this Deed;
- (c) this Deed constitutes a legal, valid and binding obligation of 123Lash enforceable in accordance with its terms by appropriate legal remedy; and
- (d) this Deed does not conflict with or result in a breach of or default under any provision of its constitution or any material agreement or deed or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound.

- 4.3 Unless otherwise agreed, Bean undertakes not to do any act which might or would:
- (a) invalidate or put in dispute 123Lash's title to the Patents or Related Intellectual Property; or
  - (b) invalidate any registration of the Patents or Related Intellectual Property in due course;
- nor assist any person directly or indirectly in these acts.

## 5. STAMP DUTY

### 5.1 123Lash must:

- (a) pay all stamp duty (including fines and penalties) payable and assessed on this deed, on any instruments entered into under this deed, and in respect of a transaction evidenced by this deed; and
- (b) indemnify Bean on demand against any liability for that stamp duty (including fines and penalties).

## 6. GENERAL

- 6.1 This Deed may only be varied in writing signed by the parties.
- 6.2 This Deed is the entire agreement between the parties about its subject matter and replaces all previous agreements, understandings, representations and warranties about that subject matter.
- 6.3 A provision of or right under this Deed may not be waived except by a waiver in writing signed by the party granting the waiver, and will be effective only to the extent specifically set out in that waiver. No failure or delay in exercising any power or right conferred upon a party under this Deed prevents the exercise of that power or right. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this Deed.
- 6.4 No party may assign its rights under this Deed without the consent of the other party.
- 6.5 None of the provisions of this Deed will merge in or upon the performance of this Deed or any other document or any other act, matter or thing.
- 6.6 This Deed may be signed in any number of counterparts. All counterparts taken together will be taken to constitute one document.
- 6.7 Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Deed. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Deed.
- 6.8 The rights, powers and remedies provided in this Deed are cumulative with and not exclusive of any other rights, powers or remedies provided by law.

- 6.9 If any provision of, or the application of any provision of, this Deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.
- 6.10 This Deed is governed by and is to be construed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.



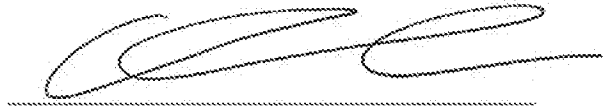
EXECUTED as a Deed

Signed for and on behalf of  
David Robin Bean in the presence of:



Signature of David Robin Bean

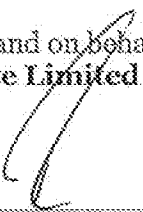
20.5.16  
Date



Signature of witness

OLIVER SMITH  
Name of witness in full

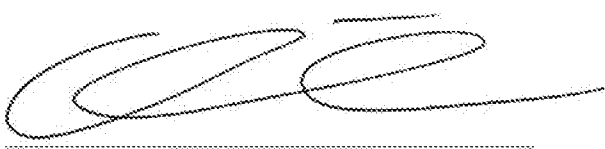
Signed for and on behalf of  
123Lash Pte Limited in the presence of:



Signature of authorised representative

David Robin Bean  
Name of authorised representative in full




20.5.16  
Date



Signature of witness

OLIVER SMITH  
Name of witness in full

**SCHEDULE 1**

Application No.	Title	IP right	Jurisdiction	Status
104955679A (201480006621)	A securing assembly	Patent	China	Examination requested
				
14746514.0	A securing assembly	Patent	European Union	Application lodged
				
11201504758V	A securing assembly	Patent	Singapore	Examination requested
				
14/764400	A securing assembly	Patent	United States of America	Exam report 22 March 2016 deadline to respond
