

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4746147

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ANDREW LEO HAYNES	12/21/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DFUND LIMITED
<b>Street Address:</b>	9 NEAPTIDE CLOSE, RED BEACH
<b>Internal Address:</b>	HIBISCUS COAST
<b>City:</b>	AUCKLAND
<b>State/Country:</b>	NEW ZEALAND
<b>Postal Code:</b>	0932
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13849153
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)672-5399
<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>	414-271-2400
<b>Email:</b>	IPDocketing@foley.com, mmathes@foley.com
<b>Correspondent Name:</b>	JOHN M. LAZARUS
<b>Address Line 1:</b>	3000 K STREET N.W., SUITE 600
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<b>Address Line 4:</b>	WASHINGTON, D.C. 20007-5109
<b>ATTORNEY DOCKET NUMBER:</b>	103034-0146
<b>NAME OF SUBMITTER:</b>	JOHN M. LAZARUS
<b>SIGNATURE:</b>	/John M. Lazarus/
<b>DATE SIGNED:</b>	12/21/2017
<b>Total Attachments: 7</b>	
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**ANDREW LEO HAYNES**

**DFUND LIMITED**

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**DEED OF ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS**

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## PARTIES

**ANDREW LEO HAYNES**, a New Zealand citizen of 9 Neaptide Close, Red Beach, Hibiscus Coast, Auckland 0932, New Zealand (**Assignor**)

**DFUND LIMITED** (NZBN 9429030712546), a New Zealand company whose registered office is located at 9 Neaptide Close, Red Beach, Hibiscus Coast, Auckland 0932, New Zealand (**Assignee**)

## INTRODUCTION

- A. The Assignor is the sole Shareholder and Director of the Assignee and has devised or contributed to the Invention on behalf of the Assignee.
- B. The Assignor acknowledges that the Assignee is the beneficial owner, and should be the legal owner, of the Invention and the Intellectual Property Rights.
- C. To the extent that the Assignor owns the Invention or any Intellectual Property Rights, the Assignor 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

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

**Copyright** means all:

- (a) copyrights in any original artistic, literary and other works; and
- (b) database rights,

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;

**Improvements** has the meaning given to it in clause 4.1;

**Improvements IP** has the meaning given to it in clause 4.2(a);

**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 Applications 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 the Assignor of a confidential nature and not in the public domain relating to the Invention or the process for making or using it;

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

## **2. ASSIGNMENT**

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2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to:

- (a) the Invention; and



(b) the Intellectual Property Rights;;

to the extent that the Assignor holds any such rights, title and interest as at the date of this deed.

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 Assignor waives all of the Assignor's moral rights relating to Copyright works throughout the world, to the extent that the Assignor may lawfully do so.

### 3. **KNOW-HOW**

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3.1 **Provision of Know-How:** The Assignor will, at the request of the Assignee and to the extent outstanding:

(a) disclose to the Assignee in writing all Know-How known to the Assignor;

(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 embodiments of the Invention and any materials that form part of the Know-How.

3.2 **Confidentiality:**

(a) The Assignor agrees 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 Assignor 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 Assignor. If the Assignor becomes aware of any actual or potential loss of secrecy or confidentiality in respect of such information, the Assignor will promptly advise the Assignee of such matter.

### 4. **IMPROVEMENTS**

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4.1 **Disclosure:** Following the date of this deed, the Assignor, while employed by the Assignee or 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 the Assignor (**Improvements**).

#### 4.2 **Ownership of Improvements:**

- (a) The Assignee will exclusively own all Improvements and all intellectual property rights in such Improvements (**Improvements IP**). To the extent that any Improvements and Improvements IP do not on their creation vest in the Assignee but vest in the Assignor, the Assignor will hold such Improvements and Improvements IP on trust for the Assignee.
- (b) The Assignor 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 Improvements IP; or
  - (ii) file a protective application for such Improvements and Improvements IP and/or defend such protective application.

### **5. FURTHER ACTIONS**

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- 5.1 **Further actions:** If requested by the Assignee the Assignor 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 give effect to the assignment in this deed and to enable the Assignee to prosecute, maintain, renew, enforce and defend the Intellectual Property Rights.

### **6. GENERAL**

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- 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 **Counterparts:**
- (a) This deed may be executed in any number of counterparts (including facsimile and electronically scanned 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 electronically scanned 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 **ANDREW LEO HAYNES** in the presence of:

  
Signature

21/12/17  
Date

**WITNESS**

Signature:


Name:

Address:

Occupation:

Rachel Jones  
Rachel Allen-Jones  
Albany, Auckland  
Executive Assistant

**SIGNED** by **DFUND LIMITED** in the presence of:

  
Signature of Director

Andrew Leo Haynes.  
Name of Director

21/12/17  
Date

**WITNESS**

Signature:

Name:

Address:

Occupation:

Rachel Jones  
Rachel Allen-Jones  
Albany, Auckland  
Executive Assistant



**SCHEDULE  
PATENTS**

<b>Country</b>	<b>Patent / Application No.</b>	<b>Title</b>	<b>Date Filed</b>
New Zealand	598974	A FLOW RESTRICTOR	22-Mar-2012
New Zealand	608627	A FLOW RESTRICTOR	22-Mar-2013
New Zealand	700055	A FLOW RESTRICTOR	22-Mar-2013
New Zealand	718613	A FLOW RESTRICTOR	22-Mar-2013
New Zealand	736569	A FLOW RESTRICTOR	22-Mar-2013
Patent Cooperation Treaty	PCT/NZ2013/000048	A FLOW RESTRICTOR	22-Mar-2013
Australia	2013201817	A FLOW RESTRICTOR	22-Mar-2013
Australia	2014248385	A FLOW RESTRICTOR	22-Mar-2013
European Patent Office	13764402.7	A FLOW RESTRICTOR	22-Mar-2013
United States	13/849153	A FLOW RESTRICTOR	22-Mar-2013

