

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4769318

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRENDAN VINCENT BOURKE	08/23/2011
BRUCE GRAHAM KEMMIS	09/01/2011
STEPHAN GERRARD WOODEN	08/23/2011
YUE-XIN PENG	08/23/2011
CHARLES FIINCH	08/23/2011
RECEIVING PARTY DATA	
Name:	RHEEM AUSTRALIA PTY LIMITED
Street Address:	1 ALAN STREET
City:	RYDALMERE, NSW
State/Country:	AUSTRALIA
Postal Code:	2116
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15866860
CORRESPONDENCE DATA	
Fax Number:	(703)787-7557
<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:	703-787-9400
Email:	linda@wcc-ip.com
Correspondent Name:	WHITHAM, CURTIS & COOK, P.C.
Address Line 1:	11491 SUNSET HILLS ROAD
Address Line 2:	SUITE 340
Address Line 4:	RESTON, VIRGINIA 20190
ATTORNEY DOCKET NUMBER:	08270061US2
NAME OF SUBMITTER:	MICHAEL E. WHITHAM
SIGNATURE:	/Michael E. Whitham/
DATE SIGNED:	01/10/2018
Total Attachments: 11	

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HALFORDS IP

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Sydney NSW 2000 Australia

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E-mail: mail@halfords.com.au

**Deed of Assignment and
Confirmation**

Brendan Vincent Bourke

Bruce Graham Kemmis

Stephen Gerrard Wooden

Yue-Xin Peng

Charles Finch

and

Rheem Australia Pty Limited

ACN 098 823 511

This deed of assignment

is made between the following parties:

Brendan Vincent Bourke of 71 Rosedale Road Gordon, New South Wales, 2072 Australia (Bourke)	Bruce Graham Kemmis of 55 Beresford Road Thornleigh, New South Wales, 2120 Australia (Kemmis)
Stephen Gerrard Wooden of 5 Sandler Avenue North Rocks, New South Wales, 2151 Australia (Wooden)	Yue-Xin Peng of 7 Tarro Close Hornsby, New South Wales, 2077 Australia (Peng)
Charles Finch of 23 Earl St Randwick, New South Wales, 2031 Australia (Finch)	Rheem Australia Pty Limited ACN 098 823 511 of 1 Alan Street Rydalmere New South Wales, 2116 Australia (Rheem)

Recitals

- A. The inventions included in the patent and design applications listed in Part A in the schedule to this deed, and those other rights listed in Parts B, C and D to the schedule to this deed will be referred to as **The Intellectual Property**.
- B. Bourke, Kemmis, Wooden, Peng and Finch were employees of Rheem at the time of co-inventing the inventions of The Intellectual Property.
- C. Bourke, Kemmis, Wooden, Peng and Finch wish to confirm that they co-invented the inventions of The Intellectual Property within the course and scope of their employment with Rheem.
- D. Bourke, Kemmis, Wooden, Peng and Finch will be referred to as **The Assignors**.
- E. The Assignors wish to confirm that any right, title and interest they may have in respect of The Intellectual Property, was owned by Rheem at the time of filing of the applications listed in Part A in the schedule to this deed.
- F. In the event that the Assignors have any right, title and interest in The Intellectual Property pursuant to the recitals above, the Assignors wish to assign to Rheem that right, title and interest in The Intellectual Property, including any right to claim convention priority and the right to file

applications for patents, designs, utility models, registration of copyright or any other intellectual property in respect of The Intellectual Property, in respect of any country or jurisdiction including PCT applications, together with all common law and intellectual property rights therein including but not limited to copyright, free from all encumbrances.

This deed witnesses

that in consideration of, among other things, the payment by Rheem to the Assignors of **AUS1**, the receipt and sufficiency of which is acknowledged, the parties agree:

1 Assignment

- (a) The Assignors assign to Rheem:
 - (1) all of the Assignors' interest in The Intellectual Property; and
 - (2) the right to sue for damages and other remedies in respect of any infringement of The Intellectual Property which may have occurred before this assignment.
 - (b) This assignment is effective on:
3 June 2011
-

2 Confirmations

2.1 Ownership

The Assignors confirm that any right, title and interest they may have in respect of The Intellectual Property, was owned by Rheem at the time of filing of the application listed in Part A of the schedule to this deed.

2.2 Invention

The Assignors confirm that they invented the inventions of The Intellectual Property, in the course and scope of their employment with Rheem.

3 Registering this assignment and further action

- (a) Rheem must pay any fees or costs in relation to registering this assignment.
- (b) The Assignors must execute any documents and do any other things that Rheem reasonably requests to:

- (1) enable Rheem to have its ownership of The Intellectual Property registered in any appropriate registry;
 - (2) enable Rheem to file or prosecute in its name any application for a patent, design or other registration forming part of or relating to The Intellectual Property, whether in Australia or in any other country or via a PCT application; and
 - (3) give effect to the terms of this deed.
-

4 Assignors undertakings

The Assignors must not:

- (a) challenge or oppose, or assist a person to challenge or oppose, any application by Rheem for a patent, design or other registration forming part of or relating to The Intellectual Property, whether in Australia or in any other country;
 - (b) assist any other person in challenging or impugning the validity of:
 - (1) The Intellectual Property; or
 - (2) a patent, design or other registration granted to Rheem relating to The Intellectual Property; or
 - (c) take any other action to invalidate, put in dispute or impair in any way Rheem's interest in or use or exploitation of The Intellectual Property.
-

5 Counterparts

If this deed consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

6 General

- (a) A variation of the terms of this deed must be in writing and signed by the parties.
- (b) In this deed, unless the context otherwise requires:
 - (1) words importing the singular include the plural and vice versa;
 - (2) a reference to a person includes a corporation; and
 - (3) a reference to a person includes that person's successors and legal personal representatives.

Schedule - Intellectual Property**A. Inventions disclosed in:**

Jurisdiction and Type	Application No.	Date filed	Invention or Design title
Australian Patent	2011902196	3 June 2011	A Water Heater Controller System

B. Priority rights

The Assignor's rights to claim priority under any applicable international convention for patent applications relating to the invention application that is the subject of the patent application listed in A above.


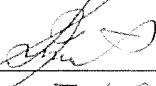
C. Artistic works

Artistic works including models, drawings, etchings and computer generated images relating to the invention that is the subject of the application listed in A above.



D. Copyright

All copyright and all other right or forms of protection of a similar nature which may subsist anywhere in the world in every drawing which depicts the invention that is the subject of the application listed in A above but without limitation to drawings which have been used in the application in A above.

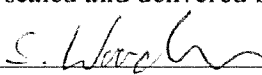
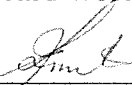
Executed as a deed:

Signed sealed and delivered by	
	
Brendan Vincent Bourke	
in the presence of:	
Witness Signature:	
Witness name (please print):	JAN SMITH
Date:	23/8/11


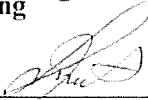
Executed as a deed:

Signed sealed and delivered by	
	
Bruce Graham Kemmis	
in the presence of:	
Witness Signature:	
Witness name (please print):	Jane Smith
Date:	1/9/11

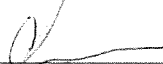

Executed as a deed:

Signed sealed and delivered by	
	
Stephen Gerrard Wooden	
in the presence of:	
Witness Signature:	
Witness name (please print):	JAN SMITH
Date:	23/8/11

Executed as a deed:

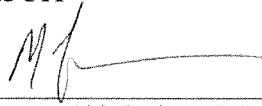
Signed sealed and delivered by	
	
Yue-Xin Peng	
in the presence of:	
Witness Signature:	
Witness name (please print):	JAN SMITH
Date:	23/3/11

Executed as a deed:

Signed sealed and delivered by	
	
Charles Finch	
in the presence of:	
Witness Signature:	
Witness name (please print):	JAN SMITH
Date:	23/8/11

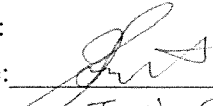
Executed as a deed:

Executed by
Rheem Australia Pty Limited
ACN 098 823 511

Signed by: 

Mark Jackaman, Chief Financial Officer, for
and on behalf of Rheem Australia Pty Limited

In the presence of:

Witness Signature: 

Witness name (please print): JAN SMITH

Date: 1/9/11