

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4816303

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNEE NAME SHOULD BE CARBON REVOLUTION PTY LTD WITHOUT THE PERIOD previously recorded on Reel 073925 Frame 0796. Assignor(s) hereby confirms the ASSIGNMENT.
RESUBMIT DOCUMENT ID:	504610167

CONVEYING PARTY DATA

Name	Execution Date
HUGO HOWSE	08/25/2015

RECEIVING PARTY DATA

Name:	CARBON REVOLUTION PTY LTD
Street Address:	75 PIGDONS ROAD
City:	WAURN PONDS
State/Country:	AUSTRALIA
Postal Code:	3216

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15568666

CORRESPONDENCE DATA

Fax Number: (617)951-3927

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.

Phone: 617-951-2500

Email: docket@c-m.com

Correspondent Name: CESARI AND MCKENNA, LLP

Address Line 1: 88 BLACK FALCON AVENUE

Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	108077-0005
NAME OF SUBMITTER:	OMAR M. WADHWA
SIGNATURE:	/Omar M. Wadhwa/
DATE SIGNED:	02/08/2018

Total Attachments: 14

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Fax Number:	(617)951-3927
Phone:	617-951-2500
Email:	docket@c-m.com,merisa@c-m.com
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Correspondent Name:	CESARI AND MCKENNA, LLP
Address Line 1:	88 BLACK FALCON AVENUE
Address Line 4:	BOSTON, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	108077-0005
NAME OF SUBMITTER:	OMAR M. WADHWA
Signature:	/Omar M. Wadhwa/
Date:	10/25/2017
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RECEIPT INFORMATION

EPAS ID: PAT4656880
Receipt Date: 10/25/2017



phillips ormonde fitzpatrick
lawyers

Confirmatory Assignment and Licence

Phillips Ormonde Fitzpatrick Lawyers
ABN 52 585 818 643
Level 16
333 Collins Street
Melbourne 3000
www.pof.com.au

PATENT
REEL: 044881 FRAME: 0477

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CONFIRMATORY ASSIGNMENT AND LICENCE

THIS AGREEMENT IS MADE on

2015

BETWEEN: CARBON REVOLUTION PTY LTD (ACN 128 274 653), a company having its principal place of business at Deakin University, 75 Pigdons Road, Waurn Ponds, Vic. 3216 (Carbon Revolution)

AND UNITED SURFACE TECHNOLOGIES PTY LTD (ACN 006 459 089), a company having its principal place of business at 26-32 Aberdeen Road, Altona, Vic. 3018 (UST)

AND HUGO HOWSE of 26-32 Aberdeen Road, Altona, Vic. 3018 (Howse)

RECITALS:

- A. Carbon Revolution is the applicant named in Australian provisional patent application 2015901471 (the Patent Application) in respect of a method of producing thermally protected composite (the Invention).
- B. Howse is the Chief Executive Officer of UST.
- C. The invention was made by Howse together with six employees of Carbon Revolution, each in the course of their respective employment.
- D. Howse made his inventive contribution to the Invention pursuant to the Confidentiality Agreement (Mutual Disclosure) dated 28/11/14 between UST and Carbon Revolution describing the basis for the provision of research and development services by UST to Carbon Revolution.
- E. The parties agreed that:
 - 1) Carbon Revolution would own the intellectual property rights in certain inventions (including the Invention) which might be made in the course of the research and development referred to in Recital D; and
 - 2) Carbon Revolution would grant UST a licence to Exploit the Invention outside the Carbon Revolution Field.
- F. The parties have executed this Agreement to record and give effect to the terms set out in Recital E.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement (including the recitals), unless the context otherwise requires:

Business Day means:

- (a) for receiving a Notice under clause 12, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the Notice is received; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in Geelong or Melbourne.

Carbon Revolution Field means the Exploitation of the Inventions in relation to composite wheels for the automotive, industrial and aerospace industries, including by the manufacture and supply of composite (including carbon fibre composite) wheels.

Loss includes liabilities, costs and damages of any kind and on any legal basis, whether past, present or future; vested or contingent; or ascertained or unascertained.

Encumbrance includes a trust, charge, mortgage, and any right or interest granted to secure any debt, obligation or liability.

Exploit in relation to an invention has the same meaning as in the *Patents Act 1990 (Cth)*.

Inventions means the inventions the subject of the Licenced Patent Rights.

Licensed Patent Rights means:

- (a) the Patent Application; and
- (b) any patent anywhere in world granted in respect of the Patent Application, or claiming priority from or through it.

New Invention means an invention made in the course of any research and development activities additional to those resulting in the making of the Invention, carried out by UST for Carbon Revolution, or by the parties in collaboration.

New Licensed Patent Rights means any patent application or patent anywhere in the world for a New Invention.

Notice includes a notification, request, consent, offer, acceptance, authorisation, approval or agreement.

Personnel means officers, agents, independent contractors and employees.

Term means the period of time this Agreement is in force.

UST Field means the Exploitation of the Inventions other than in the Carbon Revolution Field.

Writing includes any graphic representation of letters or numerals, including in electronic form.

1.2 In this Agreement, unless the context requires otherwise:

- (a) The singular includes the plural and vice versa.
- (b) A reference to any gender includes all other genders.
- (c) A reference to a statute means that statute as in force from time to time, and to any statute passed in substitution for that statute.
- (d) The word includes means includes but is not limited to.
- (e) Where one part of speech of a word is defined, other parts of speech of that word have corresponding meanings.
- (f) A reference to A\$, \$A, dollar or \$ is to Australian currency.
- (g) A reference to a date or time for doing an act (including receipt of a Notice under clause 7) is to the time in the place where the act is done or the Notice is received.

- (h) A reference to a party includes that party's legal personal representatives, successors in title and permitted assigns (if any).
 - (i) If a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.
 - (j) Headings are for ease of use and reference only, and do not affect interpretation.
-

2. COMMENCEMENT AND TERM

- 2.1 This Agreement commences on the date on which it is executed, and continues until the earlier of:
 - (a) the first date on which all licences have been terminated in accordance with clause 4.2; or
 - (b) the date on which this Agreement is terminated under clause 11.
-

3. ASSIGNMENT

- 3.1 Each of Howse and UST acknowledges that at the filing date of the Patent Application Carbon Revolution was entitled to apply for the grant of a patent in respect of the Invention.
 - 3.2 For the avoidance of doubt, each of Howse and UST assigns absolutely to Carbon Revolution the whole of their title to and rights in relation to the Patent Application and the Invention (if any), including any rights to claim priority from the Patent Application in respect of applications made for the grant of a patent in any country of the world.
 - 3.3 Each of Howse and UST agrees to provide any assistance reasonably required by Carbon Revolution in order to give full effect to clauses 3 and 10.2 (including the execution of any documents). Each of Howse and UST irrevocably appoints each of the directors of Carbon Revolution from time to time severally as their attorney to do all acts and execute all documents which Howse or UST is obliged to do or execute by this clause.
-

4. LICENCE

- 4.1 Carbon Revolution grants UST an exclusive royalty-free licence to Exploit the Inventions in the UST Field throughout the world for the Term with the right to sub-licence on terms that are consistent with the terms of the licence granted to UST.
- 4.2 The licence granted by clause 4.1 shall terminate with respect to each Licensed Patent Right when the Licensed Patent Right:
 - (a) has lapsed, expired, been withdrawn, or been revoked by an administrative or judicial decision that cannot be appealed; or
 - (b) a licence is granted to UST by an assignee of that Licensed Patent Right in accordance with clause 9.1.
- 4.3 Carbon Revolution agrees that it will not Exploit the Inventions in the UST Field or authorise third parties to do so without the consent of UST.

5. PATENT PROSECUTION

- 5.1 Carbon Revolution shall have the right to make all decisions relating to, and shall be responsible for all costs incurred in, the prosecution and maintenance of the Licensed Patent Rights.
- 5.2 This agreement does not impose on Carbon Revolution any obligation to take any step or incur any expense in relation to the prosecution or renewal of any Licensed Patent Rights.
-

6. UST'S OBLIGATIONS

- 6.1 UST agrees that it will not, and will ensure that its sub-licensees do not:
- (a) Exploit the Inventions in the Carbon Revolution Field or authorise third parties to do so, other than on behalf of Carbon Revolution; or
 - (b) oppose, attack the validity of, or seek revocation of any of the Licensed Patents or assist any third party to do so.
-

7. INFRINGEMENT

- 7.1 Each party must notify the other promptly if it becomes aware of:
- (a) any claim that the Exploitation of the Inventions infringes the rights of a third party; or
 - (b) any suspected infringement of the Licensed Patent Rights by a third party.
- 7.2 Carbon Revolution may take or refrain from taking action in respect of suspected infringement of the Licensed Patent Rights at its own cost and in its absolute discretion.
-

8. WARRANTIES AND INDEMNITIES

- 8.1 UST acknowledges that Carbon Revolution has not given any warranties or made any representations concerning the Inventions or the Licensed Patent Rights, and that if it Exploits the Inventions it does so at its own risk.
- 8.2 Carbon Revolution excludes any implied representations or warranties of any kind concerning the Inventions or the Licensed Patent Rights, including:
- (a) that any patents will be granted for the Inventions, or if they are granted, will be valid;
 - (b) that the Exploitation of the Inventions will not infringe third party intellectual property rights;
 - (c) concerning the fitness for purpose, usefulness or performance of the Inventions; or
 - (d) concerning the fitness for purpose, quality or safety of products made by Exploiting the Inventions.
- 8.3 Carbon Revolution excludes all liability for any Loss incurred by UST arising out of or in connection with the Exploitation of the Inventions by UST or its sub-licensees, or the exercise of UST's rights under this Agreement.

- 8.4 UST agrees to indemnify Carbon Revolution against all Loss incurred by Carbon Revolution as a result of third party claims against Carbon Revolution arising out of or in connection with the Exploitation of the Inventions by UST or its sub-licensees, or the exercise of UST's rights under this Agreement.
- 8.5 Clauses 8.3 and 8.4 do not apply to the extent that the Loss is caused or contributed to by the intentionally wrongful conduct of Carbon Revolution or its Personnel.
- 8.6 Clauses 8.2, 8.3, and 8.4 do not apply in any circumstances in which, or to any extent to which, their application would be unlawful.
-

9. ASSIGNMENT

- 9.1 If Carbon Revolution wishes to assign any of the Licensed Patent Rights, it shall:
- (a) notify UST at least fourteen days prior to the assignment; and
 - (b) if requested to do so by UST, require the proposed assignee or licensee to enter into an agreement with UST, by which the proposed assignee or licensee grants UST a licence in respect of those Licensed Patent Rights on the same terms as the licence granted by this Agreement.
- 9.2 If UST wishes to assign the licence granted by clause 2, it shall:
- (a) notify Carbon Revolution at least fourteen days prior to the assignment; and
 - (b) if requested to do so by Carbon Revolution, require the proposed assignee to enter into an agreement with Carbon Revolution, by which the proposed assignee agrees to comply with the obligations imposed on UST by this Agreement (other than clause 3).
-

10. APPLICATION TO OTHER RESEARCH AND DEVELOPMENT ACTIVITIES

- 10.1 The parties agree that clauses 10.2 to 10.4 shall apply to all New Inventions, unless the parties agree otherwise in writing.
- 10.2 Carbon Revolution shall own the intellectual property rights in all New Inventions.
- 10.3 Carbon Revolution shall grant UST an exclusive royalty-free licence to Exploit the New Inventions in the UST Field throughout the world for the Term, with the right to sub-license on terms that are consistent with the terms of the licence granted to UST.
- 10.4 Clauses 4.2, 4.3, 5, 6, 7, 8 and 9 shall apply to New Inventions as if every reference to an Invention were a reference to a New Invention, and every reference to Licensed Patent Rights were a reference to New Licensed Patent Rights.
-

11. TERMINATION

- 11.1 Carbon Revolution may terminate this Agreement by giving written notice to UST if:

- (a) UST commits a breach of clause 6 and fails to remedy the breach within thirty days of notice being given by Carbon Revolution describing the breach and the action which must be taken to remedy it;
 - (b) UST commits an act of bankruptcy, becomes insolvent, or takes any step to enter into a scheme of arrangement or composition with its creditors; or
 - (c) any step is taken to wind up UST (other than for the purposes of corporate restructure or amalgamation), or to make UST subject to any form of external administration.
-

12. NOTICES

12.1 Any Notice pursuant to this Agreement shall be in writing. Notices may be delivered by hand, by receipted mail, by facsimile or by email to the addresses of the parties set out in this Agreement, or such other addresses as the parties may provide to each other in accordance with this clause.

12.2 Notice will be treated as received :

- (a) in the case of hand delivery, on the date of delivery;
- (b) in the case of postal delivery, on the date of delivery recorded by the postal authority;
- (c) in the case of facsimile, on receipt by the transmitting machine of a message indicating that the whole of the message has been successfully received by the answering machine;
- (d) in the case of email, on the receipt by the sender of a message indicating either that the email has been delivered to the other party's email server, or that the email has come to the attention of the other party;

but if the delivery or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

13. GENERAL

13.1 This Agreement (and the validity and enforceability of this Agreement) is governed by and to be interpreted in accordance with the law of the State of Victoria in the Commonwealth of Australia, without reference to its conflict of laws rules. The parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria and the federal courts of the Commonwealth of Australia. The parties irrevocably waive any right they may have to object to those courts exercising jurisdiction on the ground that the court is not a convenient forum.

13.2 This Agreement may only be varied or amended by an instrument in writing signed by duly authorised representatives of the parties.

13.3 If any provision of this Agreement is illegal, unenforceable or void in any jurisdiction, then, with respect to that jurisdiction only:

- (a) that provision shall be read down if possible so that it is no longer illegal, unenforceable or void in that jurisdiction; and
- (b) if it is not possible to read down that provision, it shall be severed from the remaining provisions of this Agreement, with respect to that jurisdiction only.

- 13.4 No act or omission by a party shall constitute a waiver of any of its rights under this Agreement, other than an express waiver of those rights in writing signed by the party to be bound.
- 13.5 Subject to any express provision to the contrary, each of the rights, powers and remedies of the parties under this Agreement, and at common law or in equity in relation to the subject matter of this Agreement, are cumulative.
- 13.6 The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.
- 13.7 Each party agrees to do all acts and execute all documents necessary to give full effect to this Agreement and the transactions contemplated by it at its own expense.
- 13.8 This Agreement supersedes all prior agreements and understandings between the parties, and constitutes the entire agreement between the parties relating to the subject matter of this Agreement.
- 13.9 This Agreement may be signed in multiple copies, all of which shall constitute a single Agreement and each of which shall be deemed to be an original.
- 13.10 This Agreement may be signed in counterparts. If this Agreement is signed in counterparts, it shall not be legally enforceable until the parties exchange the signed counterparts. This Agreement shall not take effect until the parties have exchanged the signed counterparts, which may be by electronic means. In the case of electronic exchange, the parties agree to deliver to each other hard copies promptly, but failure to do so shall not affect the validity of this Agreement.
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14. AUTHORITY TO EXECUTE

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

EXECUTED AS AN AGREEMENT

EXECUTED for and on behalf of CARBON
REVOLUTION PTY LTD

by Take Dingle (Name)
(Director/Secretary/Sole Director and Secretary)

Take Dingle
(Signature)

9/9/2015
(Date)

and by JAMES DOUGLAS (Name)
(Director)

[Signature]
(Signature)

9/9/2015
(Date)

EXECUTED for and on behalf of UNITED
SURFACE TECHNOLOGIES PTY LTD

by Hugo Henry (Name)
(Director/Secretary/Sole Director and Secretary)
CEO

[Signature]
(Signature)

25 August 2015
(Date)

and by Dylan Moore (Name)
(Director)

[Signature]
(Signature)

25 August 2015
(Date)

SIGNED by HUGO HOWSE



(Signature)

25 August 2015

(Date)