

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4819678

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JEAN ARMSTRONG	12/16/2014
QIAN WANG	12/16/2014
CUIWEI HE	12/16/2014
RECEIVING PARTY DATA	
Name:	MONASH UNIVERSITY
Street Address:	WELLINGTON ROAD
Internal Address:	CLAYTON
City:	VICTORIA, 3800
State/Country:	AUSTRALIA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15532790
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	kpates@slwip-rc.com
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER P.A.
Address Line 1:	P.O. BOX 2938
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	4935.001US1
NAME OF SUBMITTER:	KIMBERLIE PATES
SIGNATURE:	/Kimberlie Pates/
DATE SIGNED:	02/12/2018
Total Attachments: 10	
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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 4935.001US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Jean Armstrong, Qian Wang, Cuiwei He

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement Change of Name

Other

Execution Date: December 16, 2014, December 16, 2014,
December 16, 2014

2. Name and address of receiving party(ies):

Name: Monash University

Street Address: Wellington Road
Clayton

City: Victoria, 3800

Country: Australia

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

Serial No. 15/532,790

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael P. Dunnam

Address:

Swegman Lundberg & Woessner, P.A.
P.O. Box 2938
Minneapolis, Minnesota 55402--0938

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):\$ 0.00

Enclosed

Authorized to be charged to deposit account 19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael P. Dunnam/Reg. No. 32,611

Name of Person Signing

/Michael P. Dunnam/

Signature

February 12, 2018

Date

Total number of pages including cover sheet: 10

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Mail Stop Assignment Recordation Services
P.O. Box 1450
Alexandria, VA 22313-1450

PATENT
REEL: 044892 FRAME: 0912

DEED OF ASSIGNMENT

BETWEEN:

Jean Armstrong

of 44 Longview Road, North Balwyn, Vic 3104, Australia

Address

("Employee")

Qian (Tom) Wang

of Block D, , Unit 433, 132-138 Killeaton Street, St Ives,
NSW, Australia

Address

("Employee")

AND:

Monash University

of Wellington Road, Clayton, Victoria, 3800, Australia,
a University and body corporate that exists pursuant to
the Monash University Act 2009 (Vic.) ("University")

RECITALS

- A. The Employee is the/an inventor of the invention(s) described in the patent application(s) set out in the schedule (the "Scheduled Intellectual Property"), and made the invention(s) in the course of his/her employment with the University.
- B. The Employee has agreed, for the avoidance of doubt, to confirm that he/she has assigned all his/her rights (if any) in and to the Scheduled Intellectual Property to the University.
- C. If the Scheduled Intellectual Property assigned under this Deed is commercialised, net revenue received by the University will be shared with the Employee according to the University Council Statement on Patent Revenue Distribution.

IT IS AGREED:

1. Definitions

- 1.1. "Confidential Information" means all information of a confidential nature relating to or having a connection with the Scheduled Intellectual Property which came into existence prior to the date of this Deed or is created after the date of this Deed.

Monash Ref: 2014-0407

- 1.2. "**Intellectual Property**" means any copyright work, circuit layout, eligible layout, design, patent, invention, confidential information, know-how, plant variety, trade mark or other insignia of origin, and any related right.
- 1.3. "**Scheduled Intellectual Property**" means the invention(s) described in the patent application(s) set out in the schedule.

2. **Assignment**

2.1 The Employee hereby acknowledges that:

- 2.1.1 pursuant to the law and/or an express and/or implied term in the Employee's contract of employment, all Intellectual Property created by the Employee in the course of the Employee's employment with the University vests in the University;
- 2.1.2 all work in respect of the Scheduled Intellectual Property was performed in the Employee's capacity as an employee of the University in the course of the Employee's employment with the University; and
- 2.1.3 ownership of all rights in the Scheduled Intellectual Property upon its creation vested in the University.

2.2 For the avoidance of doubt, to the extent that the Employee retains any rights in the Scheduled Intellectual Property, the Employee hereby assigns to the University all his/her rights, title and interest (if any) in and to the Scheduled Intellectual Property, including the rights, if any, to:

- 2.2.1 make application for and obtain patents, design registrations and/or other forms of legal protection either presently existing or arising at any time in the future anywhere in the world including claiming priority from or otherwise based upon the Scheduled Intellectual Property;
- 2.2.2 sue for any infringement of the Scheduled Intellectual Property rights which took place prior to the date of this Deed or which took place prior to the date of recording this Deed on a relevant register; and
- 2.2.3 commercialise the Scheduled Intellectual Property.

3. **Confidentiality**

3.1 The Employee agrees to disclose all Confidential Information to the University.

- 3.2 The Employee acknowledges that disclosure of Confidential Information to a third party, including through publication of an academic paper, may compromise or prevent commercialisation of the Scheduled Intellectual Property.
- 3.3 The Employee agrees not to disclose any Confidential Information to a third party unless or until he/she receives authorisation from the University's Intellectual Property Manager.
- 3.4 The Employee acknowledges that disclosure of Confidential Information may only be authorised by the University. The University will act reasonably in all decisions it makes to refuse to authorise disclosure of Confidential Information.

4. General

- 4.1. Each party to this Deed must, upon the request of the other party, do all such further things reasonably necessary to give effect to this Deed, including but not limited to executing further documents prepared at the expense of the University.
- 4.2. This Deed shall be governed by and construed according to the laws of the State of Victoria, Australia and the parties agree to submit to the jurisdiction of the courts of Victoria and courts of appeal therefrom.
- 4.3. This Deed is effective on the date it is signed by the Employee.

Schedule

File Ref	Application / Registration Number	Country	Title
2014-023-01	2014904921	Australia	Multi-directional Optical Receiver

EXECUTED AS A DEED:


SIGNED SEALED AND DELIVERED)

by Jean Armstrong)

on 16 DECEMBER 2014)

in the presence of:)


Witness Signature


Employee Signature

AHMET SEKERCIOGLU
Witness Name

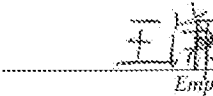
SIGNED SEALED AND DELIVERED)

by Qian (Tom) Wang)

on 16 DECEMBER 2014)

in the presence of:)


Witness Signature


Employee Signature

AHMET SEKERCIOGLU
Witness Name

DEED OF ASSIGNMENT

BETWEEN:

Cuiwei (Kevin) He

of 11 Glenbrook Ave, Clayton, Vic 3168, Australia

Address

("Student")

AND:

Monash University
of Wellington Road, Clayton, Victoria, 3800, Australia,
a University and body corporate that exists pursuant to
the Monash University Act 2009 (Vic.) ("University")

RECITALS

- A. The Student is the/an inventor of the invention(s) described in the patent application(s) set out in the schedule (the "Scheduled Intellectual Property"), and made the invention(s) in the course of his/her candidature at the University.
- B. The Student has agreed, for the avoidance of doubt, to confirm that he/she has assigned all his/her rights (if any) in and to the Scheduled Intellectual Property to the University.
- C. If the Scheduled Intellectual Property assigned under this Deed is commercialised, net revenue received by the University will be shared with the Student according to the University Council Statement on Patent Revenue Distribution.

IT IS AGREED:

1. Definitions

- 1.1. "Confidential Information" means all information of a confidential nature relating to or having a connection with the Scheduled Intellectual Property which came into existence prior to the date of this Deed or is created after the date of this Deed.
- 1.2. "Intellectual Property" means any copyright work, circuit layout, eligible layout, design, patent, invention, confidential information, know-how, plant variety, trade mark or other insignia of origin, and any related right.

Monash Ref: 2014-0468

1.3. "Scheduled Intellectual Property" means the invention(s) described in the patent application(s) set out in the schedule.

2. Assignment

2.1 The Student hereby acknowledges that pursuant to an assignment deed all rights in the Scheduled Intellectual Property were assigned from the Student to the University and vested in the University and all work in respect of the Scheduled Intellectual Property was performed in the course of the Student's candidature with the University.

2.2 For the avoidance of doubt, to the extent that the Student has not previously assigned all rights or retains any rights in the Scheduled Intellectual Property, the Student hereby assigns to the University all his/her rights, title and interest (if any), in and to the Scheduled Intellectual Property including the rights, if any, to:

2.2.1 make application for and obtain patents, design registrations and/or other forms of legal protection either presently existing or arising at any time in the future anywhere in the world including claiming priority from or otherwise based upon the Scheduled Intellectual Property;

2.2.2 sue for any infringement of the Scheduled Intellectual Property rights which took place prior to the date of this Deed or which took place prior to the date of recording this Deed on a relevant register; and

2.2.3 commercialise the Scheduled Intellectual Property.

2.3 Nothing in clause 2.1 or 2.2 effects an assignment of copyright in the Student's thesis.

3. Confidentiality

3.1 The Student agrees to disclose all Confidential Information to the University.

3.2 The Student acknowledges that disclosure of Confidential Information to a third party, including through publication of an academic paper, may compromise or prevent commercialisation of the Scheduled Intellectual Property.

3.3 The Student agrees not to disclose any Confidential Information to a third party unless or until he/she receives authorisation from the University's Intellectual Property Manager.

3.4 The Student acknowledges that disclosure of Confidential Information may only be authorised by the University.

3.5 The University will act reasonably in all decisions it makes to refuse to authorise disclosure of Confidential Information.

4. General

4.1. Each party to this Deed must, upon the request of the other party, do all such further things reasonably necessary to give effect to this Deed, including but not limited to executing further documents prepared at the expense of the University.

4.2. This Deed shall be governed by and construed according to the laws of the State of Victoria, Australia and the parties agree to submit to the jurisdiction of the courts of Victoria and courts of appeal therefrom.

4.3. This Deed is effective on the date it is signed by the Student.

Schedule

File Ref	Application / Registration Number	Country	Title
2014-023-01	2014904921	Australia	Multi-directional Optical Receiver

UNIVERSITY OF
MONASH
VICTORIA
AUSTRAILIA

Monash Ref: 2014-0408

EXECUTED AS A DEED:

SIGNED SEALED AND DELIVERED)

by Cuiwei (Kevin) He)

on 16 DECEMBER 2014)

in the presence of:)

Cuiwei He

Employee Signature

Ahmet Sekercioğlu
Witness Signature

AHMET SEKERCIOĞLU
Witness Name

SIGNED SEALED AND DELIVERED

for and on behalf of MONASH UNIVERSITY

pursuant to Monash University Statute 8.1 - The seal

of the university and execution of deeds by:

Halina Oswald

Authorised Officer

Halina Oswald
Director

Monash Research Office

Name of Authorised Officer Monash University

17/2/15

Date

(The Authorised Officer signing on behalf of Monash shall be either the deputy vice-chancellor (research) or his or her delegate, the pro vice-chancellor (research and research training), the pro vice-chancellor (industry, engagement and commercialisation) or the director of the research office.)

Monash Ref: 2014-0408