

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4884504

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GREGORY SCOTT	11/08/2013
MICHAEL DURANTE	11/01/2013
RECEIVING PARTY DATA	
Name:	FIN CONTROL SYSTEMS PTY. LIMITED
Street Address:	5-7 BY THE SEA ROAD
City:	MONA VALE
State/Country:	AUSTRALIA
Postal Code:	2103
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14442587
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:	walter@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:	08270071US
NAME OF SUBMITTER:	MICHAEL E. WHITHAM
SIGNATURE:	/Michael E. Whitham/
DATE SIGNED:	03/27/2018
Total Attachments: 8	
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Deed of Assignment and Confirmation

Michael Durante

Gregory Scott

and

Fin Control Systems Pty Ltd

ACN 057 278 681

This deed of assignment

is made between the following parties:

1. Michael Durante C/- Fin Control Systems Pty Ltd of 5-7 By The Sea Road Mona Vale, New South Wales, 2103 Australia (Durante)	3. Fin Control Systems Pty Limited (ACN 057 278 681) of 5-7 By The Sea Road Mona Vale, New South Wales, 2103 Australia (FCS)
2. Gregory Scott C/- Fin Control Systems Pty Ltd of 5-7 By The Sea Road Mona Vale, New South Wales, 2103 Australia (Scott)	

Recitals

- A. The inventions included in the patent 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. Durante and Scott were employees of FCS at the time of inventing the inventions which are included in the patent applications listed in Part A in the schedule to this deed.
- C. Durante and Scott wish to confirm that they invented the inventions of The Intellectual Property, in the course and scope of their employment with FCS.
- D. Durante and Scott wish to confirm that any right, title and interest they may have in respect of The Intellectual Property, was owned by FCS at the time of filing of the applications listed in Part A in the schedule to this deed, and that they understood the applications listed in Part A in the schedule to this deed was to be filed in the name of FCS or one or more of its related organisations or assignees.
- E. Durante and Scott will be referred to as **The Assignors**.
- F. In the event that The Assignors have any right, title and interest in The Intellectual Property pursuant to the recitals above, The Assignors wishes to assign to FCS that right, title and interest in The Intellectual Property, including any right to claim convention priority and the right to file applications in FCS' name or in the name of one or more of its related organisations or assignees 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 FCS to the Assignors of AU\$1, the receipt and sufficiency of which is acknowledged, the parties agree:

1 Assignment

- (a) The Assignors assigns to FCS:
 - (1) all of the Assignors' interest in The Intellectual Property; and
 - (2) the right, if any, 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 **from 6 September 2012.**

2 Confirmations

2.1 Ownership

The Assignors wishes to confirm that any right, title and interest they may have in respect of The Intellectual Property, was owned by FCS at the time of filing of the applications listed in Part A in the schedule to this deed, and that the application listed in Part A in the schedule to this deed was to be filed in the name of FCS or one or more of its related organisations or assignees.

2.2 Inventorship

Durante and Scott confirm that they invented the inventions of The Intellectual Property, in the course and scope of their employment with FCS.

2.3 Ownership in other jurisdictions

The Assignors also confirm that they understand that FCS or one or more of its related organisations or assignees will be the applicant for any patent application whether in Australia or any other jurisdiction.

3 Registering this assignment and further action

- (a) FCS or one or more of its related organisations or assignees 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 FCS or one or more of its related organisations or assignees reasonably requests to:
 - (1) enable FCS or one or more of its related organisations or assignees to have its ownership of The Intellectual Property registered in any appropriate registry;
 - (2) enable FCS or one or more of its related organisations or assignees to file or prosecute in its name any application for a patent or other registration forming part of or relating to The Intellectual Property, whether in Australia or in any other country or via the World Intellectual Property Organisation; and

- (3) give effect to the terms of this deed.
-

4 Assignor undertakings

The Assignors must not:

- (a) challenge or oppose, or assist a person to challenge or oppose, any application by FCS or one or more of its related organisations or assignees for a patent 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 FCS or one or more of its related organisations or assignees relating to The Intellectual Property; or
 - (c) take any other action to invalidate, put in dispute or impair in any way FCS' or one or more of its related organisation's or assignee'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	Application No.	Date filed	Invention title
Australia	2012905008	14 November 2012	A Fin Plug for a Surfcraft
Australia	2013204755	12 April 2013	A Fin Plug for a Water Craft

B. Priority rights

The Assignors' rights to claim priority under any applicable international convention for design or patent applications relating to the inventions that are subject of the patent application listed in A above.

C. Artistic works

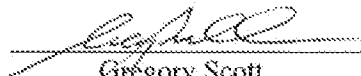
Artistic works including models, drawings, etchings and computer generated images relating to the inventions that are subject of the applications listed in A above.

D. Copyright

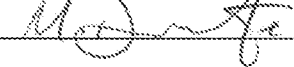
All copyright and all other right or forms of protection of a similar nature which may subsist anywhere in the world in every drawing which depicts the designs that are subject of the applications listed in A above but without limitation to drawings which have been used in the applications in A above.

Executed as a deed:

Signed sealed and delivered by


Gregory Scott

in the presence of:

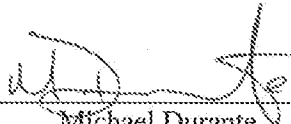
Witness Signature: 

Witness name (please print): MICHAEL DURANTE

Date: 8-11-13

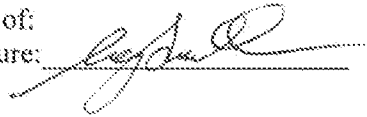
Executed as a deed:

Signed sealed and delivered by


Michael Durante

in the presence of:

Witness Signature:



Witness name (please print): GARCOY SCOTT

Date: 1/17/2013

Executed as a deed:

Executed by
Fin Control Systems Pty Ltd
ACN 057 278 681
pursuant to s.127 of the *Corporations Act*
by:

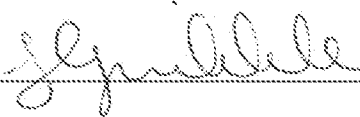
Director Signature: _____



Name (please print): PATRICIA VERLAQUE

Witness

Signature: _____



Witness

Name (please print): Jolie Gribble

Date: 15/11/13