

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4920765

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PKT TECHNOLOGIES PTY LTD	06/14/2017
RECEIVING PARTY DATA	
Name:	BLACKMAGIC DESIGN PTY LTD
Street Address:	11 GATEWAY COURT
Internal Address:	VICTORIA
City:	PORT MELBOURNE
State/Country:	AUSTRALIA
Postal Code:	3207
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15506499
CORRESPONDENCE DATA	
Fax Number:	(908)654-7866
<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:	(908) 518-6381
Email:	assignment@lerner david.com
Correspondent Name:	LERNER, DAVID, LITTENBERG, KRUMHOLZ & MENTLIK, LLP
Address Line 1:	600 SOUTH AVENUE WEST
Address Line 4:	WESTFIELD, NEW JERSEY 07090
ATTORNEY DOCKET NUMBER:	FBRICE 3.3F-023
NAME OF SUBMITTER:	KATHLEEN REYNOLDS
SIGNATURE:	/Kathleen Reynolds/
DATE SIGNED:	04/18/2018
Total Attachments: 5	
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source=Deed of Assignment - PKT to Blackmagic#page2.tif	
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DEED OF ASSIGNMENT

THIS ASSIGNMENT IS MADE the Second day of September 2016

BETWEEN PKT Technologies Pty Ltd (formerly Fairlight.AU Pty Ltd) (ACN 104 307 888) of Unit 3 & 4, 15 Rodborough Road, Frenchs Forest, New South Wales 2086, Australia (**the Assignor**)

AND Blackmagic Design Pty Ltd (ACN 098 098 287) of 11 Gateway Court, Port Melbourne, Victoria 3207, Australia (**the Assignee**)

RECITALS

- A. The Assignor is the applicant named in the applications for the grant of a patent set out in the Schedule (**the Patent Applications**) in respect of the inventions the titles of which are set out in the Schedule (**the Inventions**).
- B. The Assignor has according to an Asset Sale Agreement dated 1 September 2016 (**the Asset Sale Agreement**) agreed to assign the Patent Applications and all of its rights in respect of the Inventions to the Assignee in consideration of the payment of the Purchase Price receipt of which is acknowledged by the Assignor.

THIS ASSIGNMENT WITNESSES

1. ASSIGNMENT

- 1.1 The Assignor assigns absolutely to the Assignee, with effect from the date of this Assignment, all current and future right, title and interest in and to the Patent Applications and the Inventions, free of any Encumbrance.
- 1.2 The Assignment effected by clause 1.1 includes any rights of the Assignor to;
 - (a) claim priority from the Patent Applications in respect of applications made for the grant of a patent anywhere in the world; and
 - (b) bring legal proceedings, and to obtain any relief to which the Assignor was entitled immediately before executing this Assignment (if any), in respect of any infringement of the Assignor's rights in relation to the Patent Applications or the Inventions which occurs before or after the date of this Assignment.
- 1.3 The Assignor agrees to provide any assistance reasonably required by the Assignee in order to give full effect to this Assignment (including the execution of any documents). The Assignor irrevocably appoints each of the directors of the Assignee from time to time severally (or the Assignee, if the Assignee is an individual) as the Assignor's attorney to do all acts and execute all documents which the Assignor is obliged to do or execute by this clause.
- 1.4 The Assignor warrants that, as far as it is aware, it is the sole legal and beneficial owner of the Patent Applications and the Inventions.
- 1.5 The Assignor undertakes, and will ensure each of its related bodies corporate undertake, to not do any act, nor procure or assist any person to:
 - (a) directly or indirectly contest or challenge the Assignee's right, title and interest in and to the Patent Applications and the Inventions; and
 - (b) commence any opposition, revocation, strike off or removal actions in respect of the Patent Applications or any other applications for the grant of a patent in respect of the Inventions.
- 1.6 In this Assignment **Encumbrance** includes a licence, trust, charge, mortgage, option to license or purchase, and any right or interest granted to secure any debt, obligation or liability, including a security interest under the *Personal Property Securities Act*.

2. GENERAL

- 2.1 In this Assignment, unless the context does not permit it;
- (a) a reference to the singular includes the plural and vice versa;
 - (b) a reference to any gender includes all other genders; and
 - (c) any form of the word "include" does not imply any limitation.
- 2.2 This Assignment (and the validity and enforceability of this Assignment) is governed by and to be interpreted in accordance with the law of the State of Victoria. The parties submit to the exclusive jurisdiction of the courts of Victoria, and the federal courts of the Commonwealth of Australia.
- 2.3 This Assignment may be signed in multiple copies, all of which shall constitute a single Assignment and each of which shall be deemed to be an original.
- 2.4 This Assignment may be signed in counterparts. If this Assignment is signed in counterparts, it shall not be legally enforceable until the parties exchange the signed counterparts, which may be by electronic means. If exchange is carried out electronically, each party must promptly deliver a hard copy of this Assignment executed by it to the other party, but failure to do so will not affect the enforceability of this Assignment.
- 2.5 The rights and obligations of the parties under this Assignment do not merge on completion of any transaction contemplated by this Assignment.
- 2.6 The warranty given by the Assignor under clause 1.4 of this Assignment will be deemed to be a warranty given by it as Vendor under the Asset Sale Agreement and will be deemed to be given subject to all of the relevant provisions of the Asset Sale Agreement relating to warranties, including, without limitation, clause 12 (Limits on Warranties) of the Asset Sale Agreement.
- 2.7 The Assignor's obligations and liabilities under and in connection with this Assignment will be governed by all of the provisions in the Asset Sale Agreement relating to its obligations and liabilities as Vendor including, without limitation, clause 12 (Limits on Warranties) of the Asset Sale Agreement.

3. AUTHORITY TO EXECUTE

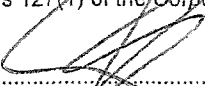
- 3.1 Each of the parties warrants its power to enter into this Assignment.
- 3.2 Any individual executing this Assignment on behalf of a party warrants that he or she has been fully empowered to execute this Assignment and that all necessary action to authorise execution of this Assignment has been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

SCHEDULE

Country	Number	Title
AUSTRALIA	2014903381	Methods and systems for positioning and controlling sound images in three-dimensional space
INTERNATIONAL	PCT/2015/050492 Pub. No. WO/2016/029284	Methods and systems for positioning and controlling sound images in three-dimensional space


Executed as a deed

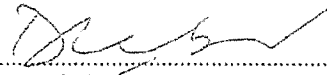
Executed by PKT Technologies Pty Ltd (formerly
Fairlight AU Pty Ltd) ACN 104 307 888 in accordance
with s 127(1) of the Corporations Act 2001:


.....
Signature of Director
ALEXANDER KEPER
.....
Print full name


.....
Signature of Director/Company Secretary
STEVEN KEPER
.....
Print full name

Executed by Blackmagic Design Pty Ltd ACN 098 098)
287 in accordance with s 127(1) of the Corporations Act)
2001:


.....
Signature of Director
Grant Petty
.....
Print full name


.....
Signature of Director/Company Secretary
David Lambert
.....
Print full name

'B'

Executed as a deed

Executed by PKT Technologies Pty Ltd (formerly)
Fairlight.AU Pty Ltd) ACN 104 307 888 in accordance)
with s 127(1) of the Corporations Act 2001:

.....
Signature of Director

.....
Signature of Director/Company Secretary

.....
Print full name

.....
Print full name


Executed by Blackmagic Design Pty Ltd ACN 098 098)
287 in accordance with s 127(1) of the Corporations Act)
2001:

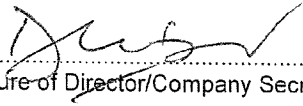
.....
Signature of Director

.....
Signature of Director/Company Secretary

.....
Print full name

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Print full name

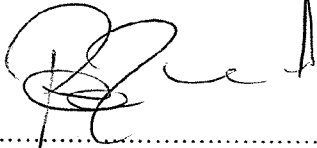

Grant Petty


David Lambert

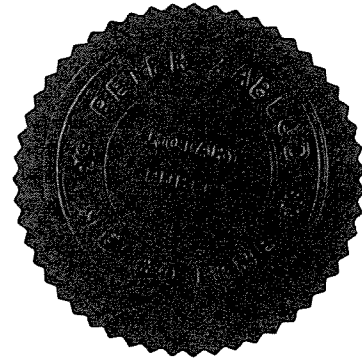
I, **PROFESSOR PETER ZABLUD** Notary Public residing and practising in the City of Melbourne in the State of Victoria in the Commonwealth of Australia **CERTIFY** that:

- (a) the attached document comprising four (4) pages, each of which bears an impression of my official seal for purposes of identification, is a **compilation** which I have prepared of true copies of portions of the original executed counterparts of a **Deed of Assignment** made between:
 - (i) **PKT Technologies Pty Ltd** (formerly **Fairlight.AU Pty Ltd**) (ACN 104 307 888) of Unit 3 & 4, 15 Rodborough Road, Frenchs Forest, New South Wales, 2086, Australia, as **assignor**; and
 - (ii) **Blackmagic Design Pty Ltd** (ACN 098 098 287) of 11 Gateway Court, Port Melbourne, Victoria, 3207, Australia as **assignee**
- (“the Deed”) of which:
 - (A) the portion marked “**A**” is a true copy of the entire counterpart of the Deed comprising three (3) pages as executed by PKT Technologies Pty Ltd; and
 - (B) the portion marked “**B**” comprises a true copy of page 3 of the counterpart of the Deed as executed by Blackmagic Design Pty Ltd;
- (b) the original of the entire counterpart of the Deed as executed by PKT Technologies Pty Ltd. and page 3 of the counterpart of the Deed as executed by Blackmagic Design Pty Ltd have today been produced and shown to me; and
- (c) full faith and credit should be given to the contents of the compilation both in court and elsewhere

IN WITNESS of which I have subscribed my name and affixed my seal of office this 14th day of June Two thousand and seventeen



.....
Notary Public
Melbourne, Victoria, Australia
My Appointment is not limited by time



Distinguished Fellow of
The Australian and
New Zealand College
of Notaries



Individual member
of the International
Union of Notaries



Fellow of the
Society of Notaries
of Victoria

PATENT