

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4973242

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|---|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| | |
| Name | Execution Date |
| STUART D. MIDGLEY | 11/19/2015 |
| CA & MJ LOMMERS PTY LTD | 11/23/2015 |
| MARK LOMMERS | 11/23/2015 |
| RECEIVING PARTY DATA | |
| Name: | DOWNUNDER GEOSOLUTIONS PTY LTD |
| Street Address: | LEVEL 3, 76 KINGS PARK RD. |
| City: | WEST PERTH, WESTERN AUSTRALIA, 6005, |
| State/Country: | AUSTRALIA |
| PROPERTY NUMBERS Total: 1 | |
| | |
| Property Type | Number |
| Application Number: | 15986635 |
| CORRESPONDENCE DATA | |
| Fax Number: | (832)201-4829 |
| <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: | 713-539-5006 |
| Email: | vogeld@xp-patents.com |
| Correspondent Name: | RICHARD A. FAGIN |
| Address Line 1: | P.O. BOX 593128 |
| Address Line 4: | SAN ANTONIO, TEXAS 78259 |
| ATTORNEY DOCKET NUMBER: | DGL-17-02US |
| NAME OF SUBMITTER: | RICHARD A. FAGIN |
| SIGNATURE: | /Richard A. Fagin/ |
| DATE SIGNED: | 05/22/2018 |
| Total Attachments: 15 | |
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DEED OF ASSIGNMENT

between

Stuart David Midgley

and

DownUnder GeoSolutions Pty Ltd

THIS DEED is made on the 19 day of November 2015

BETWEEN

Stuart David Midgley, of 98 Rannoch Circle, Hamersley, Western Australia, 6022, Australia
("Assignor")

AND

DownUnder GeoSolutions Pty Ltd (ACN 107 277 761) of Level 3, 76 Kings Park Road, West
Perth, Western Australia, 6005, Australia

("Assignee")

RECITALS:

- A. The Assignor holds a right, title and/or interest in and to the Invention.
- C. The Assignor has agreed to assign to the Assignee any and all right, title and interest that the Assignor holds in and to the Invention.
- D. The Assignor and Assignee have agreed to execute this Deed of Assignment.

THIS DEED WITNESSES as follows:

1. INTERPRETATION

In this Deed, unless the context indicates a contrary intention:

- 1.1 headings are for convenience only and do not affect the interpretation of this Deed;
- 1.2 a reference to either party to this Deed includes, where the context permits, the executors, successors and administrators of that party;
- 1.3 a reference to this Deed or to any other deed, agreement or document, includes respectively, this Deed, or that other deed, agreement or document as amended, novated, supplemented, varied or replaced from time to time;
- 1.4 words importing the singular include the plural (and vice versa), words denoting a given gender include the other gender, and words denoting individuals include corporations (and vice versa);
- 1.5 references to parties, clauses, schedules or annexures are references to parties, clauses, schedules or annexures to, or of, this Deed, and a reference to this Deed includes any schedule or annexure.

2. DEFINITIONS

In this Deed, unless the context otherwise requires:

2.1 Invention

"Invention" means the design, invention and development of a "Fluid Conditioner for Cooling Fluid in a Tank Holding Computers and/or Other Electronics Equipment, a Cooling System Incorporating such a Fluid Conditioner, and a Method of Cooling Fluid in a Tank Holding Computers and/or Other Electronics Equipment", and includes the component parts thereof, individually and in combinations thereof, and further includes all sketches, drawings, models, prototypes, and all visual renditions relating thereto, and all improvements, modifications, variations, additions, substitutes and changes thereto, and any right, title or interest in and to Intellectual Property Rights vesting with the Assignor, as a result of the creation and/or process of creation thereof.

2.2 Intellectual Property Rights

"Intellectual Property Rights" includes, without limitation, rights relating to or known as:

- patents;
- utility models;
- confidential information;
- copyright;
- design registrations and design patents; and
- all other similar proprietary rights and applications for grant or registration of such rights,

and includes the right to sue for, and receive damages or an account of profits for, all past and future infringement of any of the foregoing.

3. ASSIGNMENT

For the sum of Two Dollars Australian currency (AU\$2.00), receipt of which is hereby acknowledged by the Assignor, the Assignor hereby sells, assigns, transfers and makes over to the Assignee any and all right, title and interest that the Assignor holds in and to the Invention, including all Intellectual Property Rights therein, including:

- the entitlement to the grant of patents for the Invention in Australia, the United States of America, Europe and any other country or jurisdiction, and
- the entitlement to the registration or grant of designs or design patents for the Invention in Australia, the United States of America, Europe and any other country or jurisdiction, and
- the right to file patent applications, including design patent applications, and design applications in respect of the Invention in Australia, the United States of America, Europe and any other country or jurisdiction, and
- the right to file patent applications in respect of the Invention in any country or jurisdiction, including international patent applications filed under the provisions of the Patent Cooperation Treaty (herein referred to as "PCT"), national and regional phase applications in any country or jurisdiction, that is a member of the PCT, in respect of any international patent application that is filed for the Invention, divisional applications, additional applications, continuation applications, continuation-in-part applications and reissue applications, and
- the right to obtain patents, design patents and design registrations on any such applications, and
- the right to claim Convention priority or any other priority rights in relation to any such applications, and
- the right to file applications for, and the right to obtain any other form of legal protection in respect of, the Invention in any country or jurisdiction, as the Assignee desires, and
- the right to sue for, and receive damages or an account of profits for, all past and future infringements of any patent, design patent, design registration or any other form of legal protection obtained for the Invention.

4. FURTHER ACTS AND DOCUMENTS

The Assignor and the Assignee shall each promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by any party to carry out and give effect to the intent and purpose of this Deed.

5. VARIATION

This Deed may not be amended, modified or otherwise varied in any way except in writing signed by the Assignor and Assignee.

6. POWER OF ATTORNEY

By this Deed of Assignment, the Assignor appoints the Assignee as the Assignor's attorney, in the Assignor's name or otherwise and on the Assignor's behalf, to execute all deeds and other instruments necessary to apply for and obtain patents, design patents, registered designs or any other form of legal protection for the Invention in any country or jurisdiction.

7. SEVERABILITY

Any provision of this Deed that is or becomes illegal, void or unenforceable in any respect shall be ineffective only to the extent of that illegality, voidness or unenforceability, and shall not affect the continued operation of the remaining provisions of this Deed.

8. COUNTERPARTS

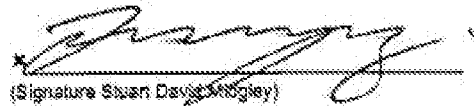
This Deed may be executed in any number of counterparts. A counterpart may be a facsimile. A party may execute this Deed by signing any counterpart. The executed counterparts, taken together, constitute one Deed.

9. GOVERNING LAW AND JURISDICTION

- a) The law of the State of Western Australia governs this Deed.
- b) The parties submit to the non-exclusive jurisdiction of the courts of the State of Western Australia and the Federal Court of Australia.

EXECUTED BY THE PARTIES AS A DEED:

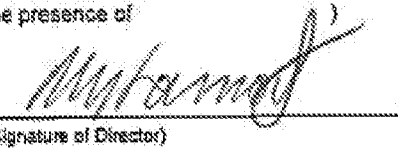
SIGNED by)
Stuart David Midgley)


(Signature Stuart David Midgley)

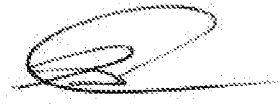
x 
(Signature of witness)

x Emily Kate Smyth
(Full name of witness)

EXECUTED by)
DownUnder GeoSolutions Pty Ltd)
(ACN 107 277 761)
in the presence of)

x 
A. (Signature of Director)

x MATTHEW LAWTON
A. (Full name of Director)

x 
B. (Signature of Director / Company Secretary - strike out
whichever does not apply)

x LOUISE BOWER
B. (Full name of Director / Company Secretary - strike out
whichever does not apply)

x [Handwritten Signature]
A. (Signature of witness)

WEE KEN CHU
A. (Full name of witness)

x [Handwritten Signature]
B. (Signature of witness)

WEE KEN CHU
B. (Full name of witness)

DEED OF ASSIGNMENT

between

CA & NJ Lommers Pty Ltd

and

DownUnder GeoSolutions Pty Ltd

THIS DEED is made on the 23RD day of NOVEMBER, 2015

BETWEEN

CA & MJ Lommers Pty Ltd (ACN 053 135 318) of Level 2, 1321 Hay Street, West Perth, Western Australia, 6005, Australia

("Assignor")

AND

DownUnder GeoSolutions Pty Ltd (ACN 107 277 761) of Level 3, 76 Kings Park Road, West Perth, Western Australia, 6005, Australia

("Assignee")

RECITALS:

- A. The Assignor holds a right, title and/or interest in and to the Invention.
- C. The Assignor has agreed to assign to the Assignee any and all right, title and interest that the Assignor holds in and to the Invention.
- D. The Assignor and Assignee have agreed to execute this Deed of Assignment.

THIS DEED WITNESSES as follows:

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- 1.3 a reference to this Deed or to any other deed, agreement or document, includes respectively, this Deed, or that other deed, agreement or document as amended, novated, supplemented, varied or replaced from time to time;
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2. DEFINITIONS

In this Deed, unless the context otherwise requires:

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"Invention" means the design, invention and development of a "Fluid Conditioner for Cooling Fluid in a Tank Holding Computers and/or Other Electronics Equipment, a Cooling System Incorporating such a Fluid Conditioner, and a Method of Cooling Fluid in a Tank Holding Computers and/or Other

Electronics Equipment", and includes the component parts thereof, individually and in combinations thereof, and further includes all sketches, drawings, models, prototypes, and all visual renditions relating thereto, and all improvements, modifications, variations, additions, substitutes and changes thereto, and any right, title or interest in and to Intellectual Property Rights vesting with the Assignor, as a result of the creation and/or process of creation thereof.

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- patents;
- utility models;
- confidential information;
- copyright;
- design registrations and design patents; and
- all other similar proprietary rights and applications for grant or registration of such rights,

and includes the right to sue for, and receive damages or an account of profits for, all past and future infringement of any of the foregoing.

3. ASSIGNMENT

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- the entitlement to the registration or grant of designs or design patents for the Invention in Australia, the United States of America, Europe and any other country or jurisdiction, and
- the right to file patent applications, including design patent applications, and design applications in respect of the Invention in Australia, the United States of America, Europe and any other country or jurisdiction, and
- the right to file patent applications in respect of the Invention in any country or jurisdiction, including international patent applications filed under the provisions of the Patent Cooperation Treaty (herein referred to as "PCT"), national and regional phase applications in any country or jurisdiction, that is a member of the PCT, in respect of any international patent application that is filed for the Invention, divisional applications, additional applications, continuation applications, continuation-in-part applications and reissue applications, and
- the right to obtain patents, design patents and design registrations on any such applications, and
- the right to claim Convention priority or any other priority rights in relation to any such applications, and
- the right to file applications for, and the right to obtain any other form of legal protection in respect of, the Invention in any country or jurisdiction, as the Assignee desires, and
- the right to sue for, and receive damages or an account of profits for, all past and future infringements of any patent, design patent, design registration or any other form of legal protection obtained for the Invention.

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- a) The law of the State of Western Australia governs this Deed.
 - b) The parties submit to the non-exclusive jurisdiction of the courts of the State of Western Australia and the Federal Court of Australia.
-

EXECUTED BY THE PARTIES AS A DEED:

EXECUTED by)
CA & MJ Lommers Pty Ltd)
(ACN 063 135 318))
in the presence of)

x [Signature]
A. (Signature of Director)

CORNELIUS ANTONIUS M.
LOMMERS
A. (Full name of Director)

x [Signature]
A. (Signature of witness)

Indira Ked
A. (Full name of witness)

x N.A.
B. (Signature of Director / Company Secretary - strike out
whichever does not apply)

B. (Full name of Director / Company Secretary - strike out
whichever does not apply)

x _____
B. (Signature of witness)

B. (Full name of witness)

EXECUTED by)
DownUnder GeoSolutions Pty Ltd)
(ACN 107 277 761))
in the presence of)

x [Signature]
A. (Signature of Director)

MATTHEW LAWSON
A. (Full name of Director)

x [Signature]
A. (Signature of witness)

WEEKEN CHU
A. (Full name of witness)

x [Signature]
B. (Signature of Director / ~~Company Secretary~~ - strike out
whichever does not apply)

LOUISE BOWER
B. (Full name of Director / ~~Company Secretary~~ - strike out
whichever does not apply)

x [Signature]
B. (Signature of witness)

WEEKEN CHU
B. (Full name of witness)

DEED OF ASSIGNMENT

between

Mark Lommers

and

DownUnder GeoSolutions Pty Ltd

THIS DEED is made on the 23rd day of November, 2015

BETWEEN

Mark Lommers, of 7 Kyle Court, Hamersley, Western Australia, 6022, Australia
("Assignor")

AND

DownUnder GeoSolutions Pty Ltd (ACN 107 277 761) of Level 3, 76 Kings Park Road, West
Perth, Western Australia, 6005, Australia

("Assignee")

RECITALS:

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2/5

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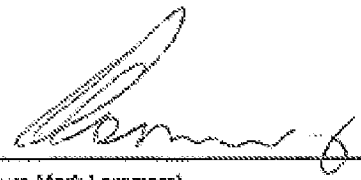
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- a) The law of the State of Western Australia governs this Deed.
- b) The parties submit to the non-exclusive jurisdiction of the courts of the State of Western Australia and the Federal Court of Australia.


.....

EXECUTED BY THE PARTIES AS A DEED:

SIGNED by)
Mark Lommers)

x 

(Signature Mark Lommers)

x 


(Signature of witness)

= Indira Zeid


(Full name of witness)

EXECUTED by)

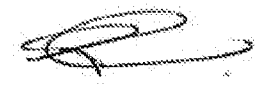
DownUnder GeoSolutions Pty Ltd)
(ACN 107 277 761)
in the presence of)

* 
A. (Signature of Director)

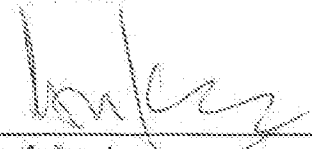
☞ MATTHEW LAMONT
A. (Full name of Director)

* 
A. (Signature of witness)

☞ WICKSON CUTO
A. (Full name of witness)

* 
B. (Signature of Director / ~~Company Secretary~~ - strike out
whichever does not apply)

☞ LOUISE BOWER
B. (Full name of Director / ~~Company Secretary~~ - strike out
whichever does not apply)

* 
B. (Signature of witness)

☞ WICKSON CUTO
B. (Full name of witness)

.....