# 504970875 06/21/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5017621

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
CRAIG HARWOOD	01/02/2018

### **RECEIVING PARTY DATA**

Name:	DFENCE SOLUTIONS PTY LTD	
Street Address:	LEVEL 1, 529 CHAPEL STREET	
City:	SOUTH YARRA, VICTORIA	
State/Country:	AUSTRALIA	
Postal Code:	3141	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29636522

### **CORRESPONDENCE DATA**

#### Fax Number:

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:** 212-997-1000 **Email:** docket@feipla

**Email:** docket@feiplaw.com **Correspondent Name:** KENNETH F. FLOREK

Address Line 1: FLOREK & ENDRES, PLLC, 1156 AVE OF THE AMERICAS

Address Line 2: SUITE 600

Address Line 4: NEW YORK, UNITED STATES 10036

ATTORNEY DOCKET NUMBER:	2164-D-001
NAME OF SUBMITTER:	KENNETH F. FLOREK
SIGNATURE:	/kenneth f. florek/
DATE SIGNED:	06/21/2018

## **Total Attachments: 11**

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DEED	OF	ASS	IGN	Me	ΞN'	ĩ

Between

**CRAIG HARWOOD** 

AND

DFENCE SOLUTIONS PTY LTD (ACN 163 938 387)

The purpose of this Deed of Assignment is to record the transfer of ownership of copyright (as defined) from Craig Harwood to Dience Solutions Pty Ltd.

Agreement
This Deed is made on
Parties involved

Name	Address	Referred to in this Agreement as
Craig Harwood	Level 1, 529 Chapel Street, South Yarra VIC 3141	Harwood
Ofence Solutions Pty Ltd (ACN 163 938 387)	Level 1, 529 Chapel Street, South Yarra VIC 3141	Dience Solutions

# Signatures - Executed as a Deed

SIGNED, SEALED and DELIVERED by Craig Ha	irwood:
Med 1, 2./2013	1/3/2018
Craig Harwood	Witness Sam White
	Name (please print):

Name (please print): Overtar Name (please print): Overtar Name (please print):

### RECITALS

- A Whereas Harwood is the owner of all intellectual property vesting in the design drawings listed in Schedule 1 (IP); and
- Whereas Harwood has agreed to assign his entire benefit, right, title and interest in and to the IP worldwide (the Territory) to the Assignee in accordance with the terms of this Deed.

### 1. CONSIDERATION AND ASSIGNMENT

- 1.1 Harwood hereby assign to the Assignee:
  - (a) his entire benefit, right, title and interest in and to the IP;
  - (b) any and all goodwill attaching to the use of the IP by Harwood throughout the Territory, including any rights or benefits which erises from such things;
  - (c) the right to:
    - (i) apply for registration of the IP in any jurisdiction throughout the Territory.
    - (ii) take any action in respect of the IP throughout the Territory, including any action for infringement of the IP by a third party whether occurring before or after the date of this Deed; and
  - (d) all rights, powers, liberties and immunities associated with the IP or any registration granted on the basis of any application by the Assignee to register the IP throughout the Territory, whether bestowed by statute, common, civil or any other applicable law.

#### 2. OBLIGATIONS AND UNDERTAKINGS

- 2.1 Harwood agrees to promptly do all acts and execute all such documents as may be necessary, proper or desirable to enable the Assignee to:
  - (a) give full effect to this Deed;
  - (b) defend any challenges by third parties to the registration of the IP within the Territory;
  - (c) manage the registration of the IP throughout the Territory, and
  - (d) fully and exclusively enjoy, defend and prosecute all existing and future rights arising from the benefits, rights, title and interests outlined in clause 1.1 above.
- 2.2 In addition to its respective obligations in clause 2.1, Harwood undertakes not to do any act which would or might:
  - (a) invalidate or put in dispute the Assignee's entitlement to the IP;
  - (b) support an application to remove the registration of the IP within the Territory.
  - (c) cause a Registrar of IP to require a disclaimer of a monopoly in the registration of the IP or any part of it:
  - (d) challenge in any way Assignee's use within the Territory of the IP or any IP which are deceptively similar to the Trade Mark; or
  - (e) assist any person directly or indirectly in the acts as stated in (a), (b), (c), and (d) above.

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#### GENERAL

- 3.1 This Deed records the entire agreement between the parties with respect to its subject matter and replaces all representations, warranties or proposals not set out in this Deed in respect of the IP.
- 3.2 Any provision of this Deed which is deemed voidable, void, illegal or unenforceable in any jurisdiction (Ineffective) is Ineffective only to that extent in that jurisdiction. Where any clause or part of that clause is Ineffective it may be severed without affecting any other part of this Deed.
- 3.3 Any variation of this Deed must be in writing and signed by the parties.
- 3.4 This Deed:
  - (a) is governed by the laws applicable in Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts situated in that country and any courts of appeal from them:
  - (b) may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument; and
  - (c) binds each of the parties and their respective successors in title and permitted assigns. A party may not assign or transfer any of its rights or obligations under this Deed other than by novation of all of its rights and obligations under this Deed.

END

SCHEDULE 1 - IP

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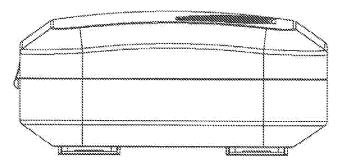


FIGURE 7

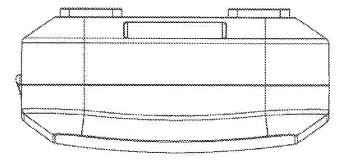


FIGURE 6

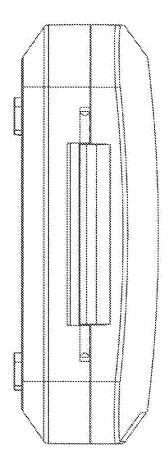


FIGURE 5

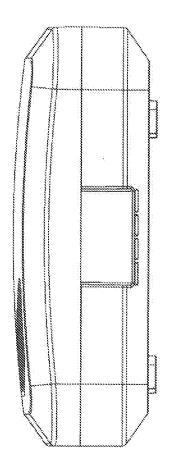


FIGURE 4

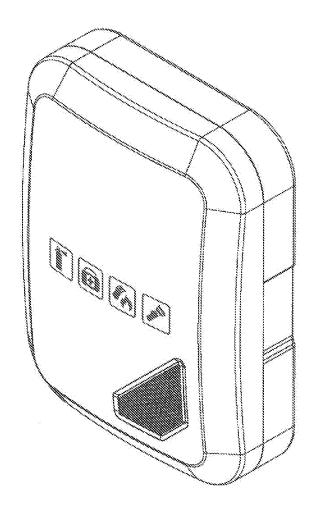


FIGURE 3

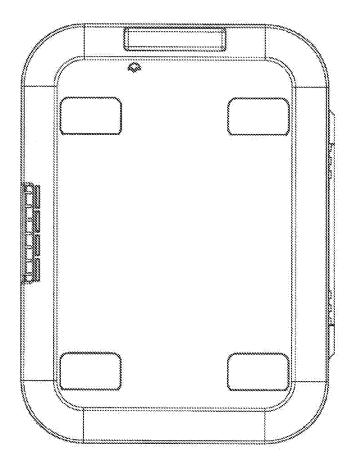


FIGURE 2

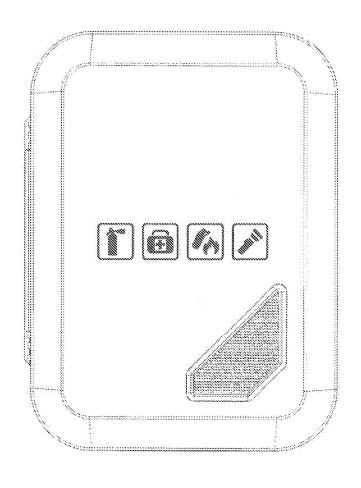


FIGURE 1

**RECORDED: 06/21/2018**