

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5053539

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF SOUTH AUSTRALIA	06/25/2018
RECEIVING PARTY DATA	
Name:	MYRIOTA PTY LTD
Street Address:	25 CHESSER STREET
City:	ADELAIDE, SOUTH AUSTRALIA
State/Country:	AUSTRALIA
Postal Code:	5000
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	9362935
Patent Number:	9763253
Patent Number:	9548877
Application Number:	14430096
Application Number:	15877246
Patent Number:	9491018
Patent Number:	9668210
Application Number:	15497188
Patent Number:	9673967
Application Number:	14913339
Application Number:	14913775
Application Number:	15534424
CORRESPONDENCE DATA	
Fax Number:	(312)913-0002
<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>	
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Address Line 1:	300 S. WACKER DRIVE
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PATENT

Address Line 4: CHICAGO, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	15-163-WO-US
NAME OF SUBMITTER:	JOEY C. YAO
SIGNATURE:	/Joey C. Yao, Reg. No. 63,810/
DATE SIGNED:	07/17/2018
Total Attachments: 7 source=SIGNED Patent Assignment Deed 25 June 2018#page1.tif source=SIGNED Patent Assignment Deed 25 June 2018#page2.tif source=SIGNED Patent Assignment Deed 25 June 2018#page3.tif source=SIGNED Patent Assignment Deed 25 June 2018#page4.tif source=SIGNED Patent Assignment Deed 25 June 2018#page5.tif source=SIGNED Patent Assignment Deed 25 June 2018#page6.tif source=SIGNED Patent Assignment Deed 25 June 2018#page7.tif	

Patent Assignment Deed

Date 25 JUNE

2018

Parties

Name	UNIVERSITY OF SOUTH AUSTRALIA
ABN	37 191 313 308
Short form name	the Assignor
Address	North Terrace, Adelaide 5000, South Australia, Australia
Name	MYRIOTA PTY LTD
ACN	609 161 173
Short form name	the Assignee
Address	25 Chesser Street, Adelaide 5000, South Australia, Australia

Background

- A The Assignor owns the granted patents and patent applications specified in Schedule 1 (**Patents**).
- B Under the Licence it was agreed that the Patents would be transferred to the Assignee if requested by the Assignee, subject to the occurrence of certain funding milestones.
- C The applicable funding milestones were satisfied and the Assignor and the Assignee have agreed to effect the transfer of the Assignor's interest in the Patents in accordance with this deed.

This deed witnesses

1. Defined Terms and Interpretation

1.1 Defined Terms

In this deed:

Effective Date means the date of this deed.

Licence means the licence deed dated 10th November 2015 entered into between UniSA Ventures and the Assignee.

UniSA Ventures means UniSA Ventures Pty Ltd ACN 154 270 167, the Assignor's wholly owned commercialisation and technology transfer company authorised to enter into dealings in and with the Patents.

1.2 Interpretation

The following rules of interpretation apply to this deed unless the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;

- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to time is to Adelaide, South Australia, Australia time;
- (f) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's administrators, successors and permitted assigns and substitutes;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it; and
- (k) headings are for ease of reference only and do not affect interpretation.

2. Assignment

With effect from the Effective Date, the Assignor assigns to the Assignee:

- (a) all of the Assignor's whole right, title and interest in and to the Patents, including the right to claim priority and the right to obtain further patent rights throughout the world in respect of the Patents and all past, present and future rights, powers, privileges and immunities arising or accruing from the Patents;
- (b) all corresponding rights obtainable anywhere in the world in respect of the inventions that are the subject of the Patents; and
- (c) all rights of action against any third party in respect of the Patents, including without limitation all accrued rights and causes of action and the right to sue for and recover damages and other relief in relation to any infringement of the Patents, whether the infringement occurred before or after the Effective Date.

3. Patents

3.1 Patent Filing, prosecution, maintenance and costs

The parties acknowledge that from the date of this deed, the Assignee will continue to be solely responsible for filing, prosecution and maintenance of the Patents, and for paying any filing, prosecution and maintenance costs.

4. Completion

The parties will execute all documents and do all other things required to give full effect to this deed and to enable the Assignee to make application for and take appropriate subsequent action in connection with perfecting title of the Assignee to the Patents in any country or group of countries in the world.

5. Assignee Release and indemnity

The Assignee releases and indemnifies the Assignor and UniSA Ventures, and their respective officers, employees and agents from and against all actions claims proceedings or demands in respect of any loss or damage (whether special, direct, indirect or consequential loss, including consequential financial loss) arising out of the commercialisation or use of the Patents, or any products derived from the Patents,

6. General

6.1 Counterparts

This deed may be executed in any number of separate counterparts, and all those counterparts together constitute one and the same instrument.

6.2 Legal costs and stamp duty

Each party is responsible for its own legal fees and costs in connection with the preparation, negotiation and execution of this deed. Any stamp duty, tax or government levy payable on or in connection with this deed or any associated instrument in any country, and any legal, patent attorney and patent office fees in connection with the filing or registration of the assignment will be paid by the Assignee.

6.3 Variations

This deed may only be altered in writing executed by the parties.

7.4 Waiver

- (a) No failure or delay of any party to exercise any right given pursuant to this deed or to insist on strict compliance by any other party of any obligation in this deed constitutes a waiver of the party's rights to demand exact compliance with the terms of this deed.
- (b) Waiver by any party of any particular default by another party does not affect or prejudice the party's right in respect of any prior or subsequent default of the same or of a different nature.
- (c) Any delay or omission by a party to exercise any right arising from any default does not affect or prejudice that party's right in respect to such a default or any subsequent default or the continuance of any default.
- (d) Any waiver will be an effective waiver only if the waiver is expressly set out in writing and signed by the party making the waiver.

6.4 Survival

The indemnity obligation of a party to indemnify any other party, its officers, employees and agents is a continuing obligation separate and independent of the other obligations of that party under this deed, and shall survive the expiration or termination of this deed

6.5 Governing law and jurisdiction

This deed is governed by the law of South Australia and each party submits to the jurisdiction of the courts of South Australia.

6.6 Severance

If it is held by a court that:

- (a) any part of this deed is or would be void, voidable, illegal or unenforceable; or
- (b) the application of any part of this deed to any person or circumstances will be or become invalid or unenforceable

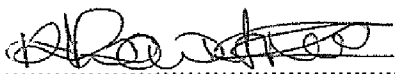
unless any part of this deed were severed from this deed, that part will be severed and will not affect the continued operation and enforceability of the remaining terms of this deed.

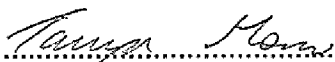
6.7 Entire agreement

This deed constitutes the entire agreement between the parties with respect to its subject matter and shall supersede all prior communications, negotiations, representations, arrangements and agreements, either oral or written, between the parties with respect to that subject matter.

EXECUTED as a deed.

SIGNED SEALED AND DELIVERED)
for and on behalf of)
UNIVERSITY OF SOUTH AUSTRALIA)
ABN 37 191 313 308)
by its duly authorised officer)
in the presence of:


.....
Signature of Witness


.....
Signature of Authorised officer

Kerri-anne Rowntree
Name of Witness [print]

Tanya Monro Deputy Vice chancel
Research & Informati
Name and Position of Authorised Officer [print]

SIGNED SEALED AND DELIVERED by)
MYRIOTA PTY LTD)
ACN 609 161 173)
in accordance with section 127 of the)
Corporations Act 2001 by:)


.....
Signature of Director


.....
Signature of Director/Secretary

DAVID HALEY
Name [print]

Alex Grant
Name [print]

Schedule

Patents

The granted patents and patent applications (together with any patents granted in any country in connection with any of those applications) specified and described below, and any divisional, continuation, continuation in part, re-filing, re-issue, re-examination, substitution, extension, renewal or any other application deriving priority from any of those patents or patent applications.

Case Ref.	Country	Official No.	Earliest Priority	Application Date	Title	Case Status (external)
41117	Australia	2013302300	13-Aug-2012	13-Aug-2013	SYSTEM AND METHOD FOR ANALOG TO DIGITAL CONVERSION	Granted/Registered
41117US	United States of America	9362935	13-Aug-2012	13-Aug-2013	SYSTEM AND METHOD FOR ANALOG TO DIGITAL CONVERSION	Granted/Registered
41119	Australia	2013302305	14-Aug-2012	14-Aug-2013	CHANNEL ALLOCATION IN A COMMUNICATION SYSTEM	Granted/Registered
41119CA	Canada	2881670	14-Aug-2012	14-Aug-2013	CHANNEL ALLOCATION IN A COMMUNICATION SYSTEM	Pending
41119CN	China	ZL20138004362.5X	14-Aug-2012	14-Aug-2013	CHANNEL ALLOCATION IN A COMMUNICATION SYSTEM	Granted/Registered
41119EP	European Patent Convention	2885884	14-Aug-2012	14-Aug-2013	CHANNEL ALLOCATION IN A COMMUNICATION SYSTEM	Pending
41119JP	Japan	6254591	14-Aug-2012	14-Aug-2013	CHANNEL ALLOCATION IN A COMMUNICATION SYSTEM	Granted/Registered
41119US	United States of America	9763253	14-Aug-2012	14-Aug-2013	CHANNEL ALLOCATION IN A COMMUNICATION SYSTEM	Granted/Registered
41225	Australia	2013362820	20-Dec-2012	20-Dec-2013	DIGITAL COMMUNICATION SYSTEM	Granted/Registered
41225CA	Canada	2893314	20-Dec-2012	20-Dec-2013	DIGITAL COMMUNICATION SYSTEM	Pending
41225EP	European Patent Convention	2936689	20-Dec-2012	20-Dec-2013	DIGITAL COMMUNICATION SYSTEM	Pending
41225JP	Japan	6144357	20-Dec-2012	20-Dec-2013	DIGITAL COMMUNICATION SYSTEM	Granted/Registered
41225US	United States of America	9546877	20-Dec-2012	20-Dec-2013	DIGITAL COMMUNICATION SYSTEM	Granted/Registered
41273	Australia	2013317705	21-Sep-2012	20-Sep-2013	COMMUNICATION SYSTEM AND METHOD	Pending
41273CA	Canada	2885413	21-Sep-2012	20-Sep-2013	COMMUNICATION SYSTEM AND METHOD	Pending
41273DIV	Australia	2016200959	21-Sep-2012	08-Feb-2018	COMMUNICATION SYSTEM AND METHOD	Pending
41273EP	European Patent Convention	2898728	21-Sep-2012	20-Sep-2013	COMMUNICATION SYSTEM AND METHOD	Pending
41273JP	Japan	2015-534754	21-Sep-2012	20-Sep-2013	COMMUNICATION SYSTEM AND METHOD	Pending
41273US	United States of America	14/430096	21-Sep-2012	20-Sep-2013	COMMUNICATION SYSTEM AND METHOD	Pending
41273US-CON	United States of America	15/877246	21-Sep-2012	22-Jan-2018	COMMUNICATION SYSTEM AND METHOD	Pending

Case Ref.	Country	Official No.	Earliest Priority	Application Date	Title	Case Status (external)
41274	Australia	2013359957	14-Dec-2012	13-Dec-2013	CARRIER PHASE AND AMPLITUDE ESTIMATION FOR PHASE SHIFT KEYING USING PILOTS AND DATA	Granted/Registered
41274CA	Canada	2893307	14-Dec-2012	13-Dec-2013	CARRIER PHASE AND AMPLITUDE ESTIMATION FOR PHASE SHIFT KEYING USING PILOTS AND DATA	Pending
41274EP	European Patent Convention	2932672	14-Dec-2012	13-Dec-2013	CARRIER PHASE AND AMPLITUDE ESTIMATION FOR PHASE SHIFT KEYING USING PILOTS AND DATA	Pending
41274JP	Japan	6159413	14-Dec-2012	13-Dec-2013	CARRIER PHASE AND AMPLITUDE ESTIMATION FOR PHASE SHIFT KEYING USING PILOTS AND DATA	Granted/Registered
41274US	United States of America	9491016	14-Dec-2012	13-Dec-2013	CARRIER PHASE AND AMPLITUDE ESTIMATION FOR PHASE SHIFT KEYING USING PILOTS AND DATA	Granted/Registered
41275	Australia	2013317706	21-Sep-2012	20-Sep-2013	MULTI-ACCESS COMMUNICATION SYSTEM	Granted/Registered
41275CA	Canada	2885325	21-Sep-2012	20-Sep-2013	MULTI-ACCESS COMMUNICATION SYSTEM	Pending
41275DIV	Australia	2017201816	21-Sep-2012	17-Mar-2017	MULTI-ACCESS COMMUNICATION SYSTEM	Granted/Registered
41275DIV-DIV	Australia	2017225073	21-Sep-2012	07-Sep-2017	MULTI-ACCESS COMMUNICATION SYSTEM	Pending
41275EP	European Patent Convention	2898609	21-Sep-2012	20-Sep-2013	MULTI-ACCESS COMMUNICATION SYSTEM	Pending
41275JP	Japan	2015-532249	21-Sep-2012	20-Sep-2013	A METHOD FOR OPERATION OF A TERMINAL IN A MULTIPLE ACCESS SLOTTED WIRELESS COMMUNICATION SYSTEM AND A TERMINAL FOR USE IN A MULTIPLE ACCESS WIRELESS COMMUNICATION SYSTEM	Pending
41275JP-DIV	Japan	2018-004605	21-Sep-2012	16-Jan-2018	MULTI-ACCESS COMMUNICATION SYSTEM	Pending
41275US	United States of America	9668210	21-Sep-2012	20-Sep-2013	MULTI-ACCESS COMMUNICATION SYSTEM	Granted/Registered
41275US-CON	United States of America	US-2017-0230130-A1	21-Sep-2012	25-Apr-2017	MULTI-ACCESS COMMUNICATION SYSTEM	Pending
41510	Australia	2014218501	19-Feb-2013	19-Feb-2014	SYNCHRONISATION USING PILOTS AND DATA	Granted/Registered

Case Ref.	Country	Official No.	Earliest Priority	Application Date	Title	Case Status (external)
41510CA	Canada	2899964	19-Feb-2013	19-Feb-2014	SYNCHRONISATION USING PILOTS AND DATA	Pending
41510EP	European Patent Convention	2959650	19-Feb-2013	19-Feb-2014	SYNCHRONISATION USING PILOTS AND DATA	Pending
41510JP	Japan	2016-513401	19-Feb-2013	19-Feb-2014	SYNCHRONISATION USING PILOTS AND DATA	Pending
41510US	United States of America	9673967	19-Feb-2013	19-Feb-2014	SYNCHRONISATION USING PILOTS AND DATA	Granted/Registered
42479	Australia	2014308548	21-Aug-2013	21-Aug-2014	A MULTIUSER COMMUNICATIONS SYSTEM	Pending
42479CA	Canada	2920292	21-Aug-2013	21-Aug-2014	A MULTIUSER COMMUNICATIONS SYSTEM	Pending
42479EP	European Patent Convention	3036837	21-Aug-2013	21-Aug-2014	A MULTIUSER COMMUNICATIONS SYSTEM	Pending
42479JP	Japan	2016-533681	21-Aug-2013	21-Aug-2014	A MULTIUSER COMMUNICATIONS SYSTEM	Pending
42479US	United States of America	14/913339	21-Aug-2013	21-Aug-2014	A MULTIUSER COMMUNICATIONS SYSTEM	Pending
42480	Australia	2014308554	23-Aug-2013	22-Aug-2014	ENHANCED AUTOMATIC IDENTIFICATION SYSTEM	Pending
42480CA	Canada	2920298	23-Aug-2013	22-Aug-2014	ENHANCED AUTOMATIC IDENTIFICATION SYSTEM	Pending
42480EP	European Patent Convention	3036835	23-Aug-2013	22-Aug-2014	ENHANCED AUTOMATIC IDENTIFICATION SYSTEM	Pending
42480JP	Japan	2016-533682	23-Aug-2013	22-Aug-2014	ENHANCED AUTOMATIC IDENTIFICATION SYSTEM	Pending
42480US	United States of America	US-2016-0277145-A1	23-Aug-2013	22-Aug-2014	ENHANCED AUTOMATIC IDENTIFICATION SYSTEM	Pending
43049	Australia	2015362066	09-Dec-2014	09-Dec-2015	MULTICARRIER COMMUNICATIONS SYSTEM	Pending
43049CA	Canada	2969344	09-Dec-2014	09-Dec-2015	MULTICARRIER COMMUNICATIONS SYSTEM	Pending
43049EP	European Patent Convention	3231236	09-Dec-2014	09-Dec-2015	MULTICARRIER COMMUNICATIONS SYSTEM	Pending
43049JP	Japan	2017-530709	09-Dec-2014	09-Dec-2015	MULTICARRIER COMMUNICATIONS SYSTEM	Pending
43049US	United States of America	US-2017-0347340-A1	09-Dec-2014	09-Dec-2015	MULTICARRIER COMMUNICATIONS SYSTEM	Pending