

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5079192

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MONTALL HOLDINGS PTY LTD	07/20/2018
RECEIVING PARTY DATA		
Name:	BRIAN PLUSH	
Street Address:	1502 MAGENTA DRIVE	
City:	MAGENTA, NSW, 2261	
State/Country:	AUSTRALIA	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	8551233
	Patent Number:	8764893
CORRESPONDENCE DATA		
Fax Number:	(203)323-1800	
<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:	(203) 323-1800	
Email:	pto@gordonjacobson.com	
Correspondent Name:	GORDON & JACOBSON, P.C.	
Address Line 1:	60 LONG RIDGE ROAD	
Address Line 2:	SUITE 407	
Address Line 4:	STAMFORD, CONNECTICUT 06902	
ATTORNEY DOCKET NUMBER:	HAC-055, HAC-055D1	
NAME OF SUBMITTER:	JAY P. SBROLLINI	
SIGNATURE:	/Jay P. Sbroilini/	
DATE SIGNED:	08/02/2018	
Total Attachments: 7		
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HALFORDS IP

Patent & Trade Mark

Attorneys

7th Floor, 1 Market Street

Sydney NSW 2000 Australia

Telephone: + 61 2 9264 8388

Facsimile: + 61 2 9264 1810

E-mail: mail@halfords.com.au

Deed of Assignment and Confirmation

between

Montall Holdings Pty Ltd

ACN 114 957 372

and

Brian Plush

This deed of assignment and confirmation

is made between the following parties:

Montall Holdings Pty Ltd	Brian Plush
Unit 21/11-15 Fairview Avenue,	1502 Magenta Drive,
The Entrance NSW 2261,	Magenta, NSW, 2261,
Australia	Australia
(Montall)	(Plush)

Recitals

- A. The inventions included in the patents 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. Montall is the registered owner of The Intellectual Property as at the effective date of this deed.
- C. Montall will be referred to as **The Assignor**.
- D. The Assignor wishes to assign any right, title and interest in The Intellectual Property to Plush effective from the date of this deed.
- E. The Assignor wishes to confirm that it has unencumbered rights, title and interest in The Intellectual Property as at the effective date of this deed.
- F. In the event that the Assignor has any right, title and interest in The Intellectual Property pursuant to the recitals above, the Assignor wishes to assign to Plush that right, title and interest in The Intellectual Property, including any right to claim convention priority and the right to file applications 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 Plush to the Assignor of AU\$1, the receipt and sufficiency of which is acknowledged, the parties agree:

1 Assignment

- (a) The Assignor assigns to Plush:
 - (1) all of the Assignor's interest in The Intellectual Property; and
 - (2) the right 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 on:
20 July 2018

2 Confirmations

2.1 Ownership

The Assignor confirms that the rights, title and interest it has in respect of The Intellectual Property are unencumbered and are not subject to any charge, lien, pledge or other security interest.

3 Registering this assignment and further action

- (a) Plush must pay any fees or costs in relation to registering this assignment.
- (b) The Assignor must execute any documents and do any other things that Plush reasonably requests to:
 - (1) enable Plush to have his ownership of The Intellectual Property registered in any appropriate registry;
 - (2) enable Plush to file or prosecute in his name any application for a patent, design or other registration forming part of or relating to The Intellectual Property, whether in Australia or in any other country or via a PCT application; and
 - (3) give effect to the terms of this deed.

4 Assignor's undertakings

The Assignor must not:

- (a) challenge or oppose, or assist a person to challenge or oppose, any application by Plush for a patent, design 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 Plush relating to The Intellectual Property; or
- (c) take any other action to invalidate, put in dispute or impair in any way Plush'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 and Type	Patent Number	Date filed	Invention or Design title
Australian Standard Patent	2015202806	25 May 2015	Dust Scrubber
Australian Standard Patent	2010220816	3 March 2010	Dust Scrubber
US Standard Patent	8,764,893	12 September 2013	Dust Scrubber
US Standard Patent	8,551,233	3 March 2010	Dust Scrubber

B. Priority rights

The Assignor's rights to claim priority under any applicable international convention for patent applications relating to the inventions in the patents that are the subject of the patents listed in A above.

C. Artistic works

Artistic works including models, drawings, etchings and computer generated images relating to the inventions that are the subject of the patents 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 inventions that are the subject of the patents listed in A above but without limitation to drawings which have been used in the patents in A above.

Executed as a deed:

Executed by

Montall Holdings Pty Ltd

ACN 114 957 372

pursuant to s.127 of the Corporations Act 2001

by: *Brian Montall*

Sole Director and Company Secretary

Signature:

B. Montall

Witness Signature:

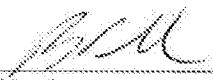
JME

Date:

20th July 2018

Executed as a deed:

Signed sealed and delivered by



Brian Plush

in the presence of:

Witness Signature:



Witness name (please print):

SANDRA ANN PLUSH

Date:

20th JULY 2018