

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5112199

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE UNIVERSITY OF WESTERN AUSTRALIA	09/07/2015
RECEIVING PARTY DATA	
Name:	HAZER GROUP LTD
Street Address:	29 THE AVENUE
Internal Address:	SUITE 7
City:	NEDLANDS
State/Country:	AUSTRALIA
Postal Code:	6009
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14954654
CORRESPONDENCE DATA	
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<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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ATTORNEY DOCKET NUMBER:	23004/46827A
NAME OF SUBMITTER:	DAVID A. GASS
SIGNATURE:	/David A. Gass #38,153/
DATE SIGNED:	08/27/2018
Total Attachments: 6	
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The University of Western Australia
(Assignor)

Hazer Group Ltd
ACN 144 044 600
(Assignee)

Confirmatory Deed of Intellectual Property Assignment

WRAYS



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West Perth WA 6005
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PATENT
REEL: 046714 FRAME: 0851

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This Deed is made on the last date appearing on the execution page.

Parties

This Deed is made between:

The University of Western Australia, a body corporate established pursuant to the provisions of the *University of Western Australia Act 1911* of 35 Stirling Highway, Crawley, Western Australia (**Assignor**)

and

Hazer Group Ltd (previously known as Hazer Pty Ltd, ACN 144 044 600) of Suite 7, 29 the Avenue, Nedlands 6009 (**Assignee**)

Recitals

- A. The Assignor, through its students, employees and researchers, developed a process to utilise a catalytic system to produce hydrogen from methane without the production of carbon dioxide (the **System**).
- B. The Assignor lodged the following provisional patent applications in respect of the System (the **Provisional Patent Applications**):
 - (a) Australian Patent Application Number 2009904346 "Process for Producing Hydrogen from Hydrocarbons";
 - (b) Australian Patent Application Number 2010900356 "Processes for Producing and Purifying Carbon Nanostructures"; and
 - (c) Australian Patent Application Number 2010900607 "A Process to Convert Light Hydrocarbons to Hydrogen"
- C. Claiming priority from (a) and (c) above, the Assignor lodged the International Patent Application Number PCT/AU2010/001168 "A Process for Producing Hydrogen from Hydrocarbons" (the **International Patent Application**).
- D. Claiming priority from the International Patent Application, the following United States Patent Application was filed (the **United States Patent Application**).
 - (a) United States Patent Application Number 13/395,816 "Process for Producing Hydrogen from Hydrocarbons".
- E. On 6 October 2010, the Assignor and the Assignee entered into an Intellectual Property Assignment Deed ("Transfer Agreement") in which the Assignor agreed to assign the existing and future intellectual property rights in the Provisional Patent Applications to the Assignee, including any patent or patent application based on or deriving priority from the Provisional Patent Applications.
- F. The purpose of this Deed is to confirm the assignment of the Assigned Rights, as defined herein, to the Assignee in accordance with the Transfer Agreement.

The parties agree as follows:

1. Definitions and Interpretation

1.1 Definitions

Assigned Rights means all the existing and future intellectual property rights of the Assignor in the United States Patent Application.

Deed means this confirmatory deed of assignment.

Effective Date means 6 October 2010.

Officers means, in relation to a Party, its employees, agents, advisers, contractors, nominees and representatives.

Parties means the parties to this Deed.

Transfer Agreement means the Intellectual Property Assignment Deed dated 6 October 2010 between the Assignor and the Assignee.

1.2 Rules for interpreting this Deed.

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Deed, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

- (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) a party to this Deed or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
- (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (v) anything (including a right, obligation or concept) includes each part of it.

(b) A singular word includes the plural, and vice versa.

(c) A word which suggests one gender includes the other genders.

(d) If a word is defined, another part of speech has a corresponding meaning.

(e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

(f) Unless otherwise specified, a reference to "\$" or "dollars" is a reference to Australian currency.

2. Assignment

- 2.1 With effect from the Effective Date, the Assignor confirms its assignment to the Assignee of its existing and future intellectual property rights in the Assigned Rights.

3. Counterparts

- 3.1 This Deed may be executed in counterparts by the Parties, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement, provided that the Deed will be of no force and effect until both Parties have executed a counterpart.

4. Governing law

- 4.1 This Deed and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the law of Western Australia.
- 4.2 The Parties irrevocably agree that the courts of Western Australia have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Deed or its subject matter or formation (including non-contractual disputes or claims).

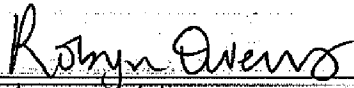
5. Costs

- 5.1 The Parties will bear their own costs incurred in relation to the preparation of this Deed, including all duties, taxes, fees and expenditure.

Executed as a Deed

University of Western Australia

Signed sealed and delivered for The
University of Western Australia by



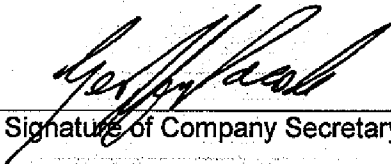
Authorised representative

Position **Professor Robyn Owens**
Deputy Vice-Chancellor (Research)
The University of Western Australia

Name of Authorised representative in full

Date: 7.9.15.

Executed by Hazer Group Ltd (ACN 144 044 600)
In accordance with section 127 of the
Corporations Act 2001 by or in the presence of:

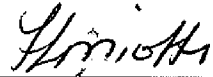


Signature of Company Secretary/Director



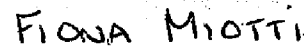
Name of Company Secretary/Director

Date: 14/09/15



Witness

A / SENIOR ADMIN OFFICER to DVCR
Position The University of Western
Australia



Name of Witness in full

Signature of Director

Name of Director in full