

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5284874

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EDWARD HUMPHRIES	05/29/2017
MICHAEL HAMBE	05/29/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WEIR MINERALS AUSTRALIA LTD
<b>Street Address:</b>	1 MARDEN STREET
<b>City:</b>	ARTARMON NSW
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	2064
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16099382
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(801)478-0076
<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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<b>ATTORNEY DOCKET NUMBER:</b>	6275.APLK.PC.US
<b>NAME OF SUBMITTER:</b>	JULIE K. MORRISS
<b>SIGNATURE:</b>	/Julie K. Morriss/
<b>DATE SIGNED:</b>	12/14/2018
<b>Total Attachments: 6</b>	
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# **DEED OF CONFIRMATION**

**BETWEEN**

**Edward HUMPHRIES**

("Humphries")

**Michael HAMBE**

("Hambe")

**AND**

**Weir Minerals Australia Ltd**

(the "Company")

**DEED OF CONFIRMATION**

**DATE** 29/5/2017

**PARTIES**

**Edward HUMPHRIES**, of 1 Marden St, Artarmon, New South Wales 2064, Australia ("Humphries")

**Michael HAMBE**, of Unit 4/3 Francis Road, Artarmon, New South Wales 2064, Australia ("Hambe")

**AND**

**Weir Minerals Australia Ltd**, of 1 Marden Street, Artarmon, NSW, 2064, Australia (the "Company")

**RECITALS**

- A.** Humphries and Hambe are the inventors of the Inventions.
- B.** Humphries and Hambe made the Inventions for and on behalf of the Company during the normal course of their duties as employees of the Company.
- C.** By this Deed, Humphries and Hambe acknowledge and confirms that the Company is the beneficial owner of their entire rights, title and interest in, and to, the Patent Applications and the Inventions.

**1. INTERPRETATION**

**1.1 Definitions**

The following definitions apply to this Deed.

**Patent Applications** means the patent applications listed in Schedule 1 attached.

**Inventions** means the inventions disclosed in the Patent Applications.

**Patent** means any patent that may be granted on the Patent Applications or any other application relating to any of the Inventions, including any re-issue patent and any patent granted on any divisional, continuation or continuation-in-part patent application.

**Territory** means the Commonwealth of Australia and all other countries and jurisdictions throughout the world.

## **2. CONFIRMATION**

### **2.1 Confirmation by Humphries**

Humphries acknowledges and confirms that the Company is the beneficial owner of his entire rights, title and interest in, and to, the Patent Applications and the Inventions throughout the Territory by virtue of him having contributed to the making of the Inventions for and on behalf of the Company during the normal course of his duties as an employee of the Company.

### **2.2 Confirmation by Hambe**

Hambe acknowledges and confirms that the Company is the beneficial owner of his entire rights, title and interest in, and to, the Patent Applications and the Inventions throughout the Territory by virtue of him having contributed to the making of the Inventions for and on behalf of the Company during the normal course of his duties as an employee of the Company.

### **2.3 Confirmation by the Company**

The Company acknowledges and confirms it is the beneficial owner of the entire rights, title and interest of Humphries and Hambe in and to the Patent Applications and the Inventions throughout the Territory.

## **3. GENERAL**

### **3.1 Amendment**

This Deed can only be amended, supplemented, replaced or novated by another document signed by the parties.

### **3.2 Governing law**

- (a) This Deed is governed by the law in force in New South Wales, Australia.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum.

### **3.3 Giving effect to this Deed**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this Deed.

### 3.4 Operation of this Deed

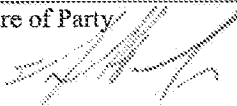
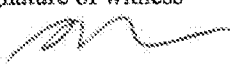
- (a) This Deed contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Deed and has no further effect.
- (b) Any right that a person may have under this Deed is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

### 3.5 Counterparts


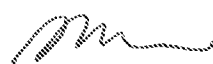
This Deed may be executed in counterparts.

**EXECUTED** as a Deed.

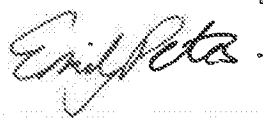

**SIGNED, SEALED AND DELIVERED**  
by **Edward Humphries** in the presence of:

Signature of Party 	Signature of witness 
	Name (please print) SARAH KOMOLL

**SIGNED, SEALED AND DELIVERED**  
by **Michael Hambe** in the presence of:

Signature of Party 	Signature of witness 
	Name (please print) SARAH KOMOLL

EXECUTED by WEIR MINERALS AUSTRALIA LTD in the presence of:

Signature of Director <i>Attorney</i> 	Signature of witness 
Name (please print) Emily Peters Group General Counsel – Asia Pacific	Name (please print) Nimish Gupta Intellectual Property Counsel

Signature of Director/Company Secretary	Signature of witness
Name (please print)	Name (please print)

### **SCHEDULE 1**

<b>Patent Application No.</b>	<b>Filing Date</b>
Australian Provisional Patent Application No. 2016901782	13 May 2016
Australian Provisional Patent Application No. 2016901782	8 August 2016
International Patent Application No. PCT/AU2017/050441	13 May 2017