

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5331447

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DONAL PAUL KROUSE	03/15/2012
RAYMOND ANDREW SIMPKIN	03/26/2013
BRYAN JAMES SMITH	06/13/2013
RECEIVING PARTY DATA	
Name:	KLEIN MEDICAL LIMITED
Street Address:	1/26 VICTORIA AVENUE, DEVONPORT
City:	AUCKLAND
State/Country:	NEW ZEALAND
Postal Code:	0624
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15377914
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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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Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP
Address Line 1:	2040 MAIN STREET
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Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	AJPARK73.001C1
NAME OF SUBMITTER:	BRUCE S. ITCHKAWITZ, PH.D.
SIGNATURE:	/Bruce S. Itchkawitz, Ph.D./
DATE SIGNED:	01/17/2019
Total Attachments: 25	
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DONAL PAUL KROUSE

CALLAGHAN INNOVATION RESEARCH LIMITED

KLEIN MEDICAL LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PATENT

REEL: 048089 FRAME: 0632

PARTIES

DONAL PAUL KROUSE, a New Zealand citizen of 25 Freeling Street, Island Bay, Wellington 6023, New Zealand (**First Assignor**)

CALLAGHAN INNOVATION RESEARCH LIMITED, (formally named INDUSTRIAL RESEARCH LIMITED) a New Zealand company whose registered office is located at Gracefield Research Centre, 69 Gracefield Road, Lower Hutt 5010, New Zealand (**Second Assignor**)

KLEIN MEDICAL LIMITED, a New Zealand company whose registered office is located at 1/26 Victoria Avenue, Devonport, Auckland 0624, New Zealand (**Assignee**)

INTRODUCTION

- A. The Assignors have devised or contributed to the Invention while under a series of commissions from the Assignee recorded in various work order agreements entered into from July 2008.
- B. The Assignors acknowledge that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. Each of the Assignors has agreed to assign, and the Assignee has agreed to accept, the Invention and such Intellectual Property Rights subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

Assignors means the First Assignor and the Second Assignor;

Copyright means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and
- (b) any database rights,

comprising or relating to the Invention as may exist anywhere in the world;

Design Rights means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;

- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above; and
- (c) any unregistered design rights;

Intellectual Property Rights means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

Invention means any and all inventions the subject of any of the Patent Applications as improved, modified, developed or amended at any time up to the date of signing of this deed;

Know-How means any information, knowledge, experience, data and designs in the possession of either of the Assignors of a confidential nature and not in the public domain relating to the Invention or the process for making or using it;

Patent Applications means the patent applications identified in the Schedule; and

Patent Rights means all patent rights in and to the Invention as may exist or come into existence anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Applications together with:
 - (i) any patent that may be granted pursuant to any of the Patent Applications; and
 - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to any of the Patent Applications in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

2. ASSIGNMENT

- 2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to each of the Assignors, the receipt and sufficiency of which is hereby acknowledged by each of the Assignors, each of the

Assignors hereby assigns to the Assignee absolutely all of their rights, title and interest in and to:

- (a) the Invention;
- (b) the Intellectual Property Rights; and
- (c) the Know-How and the full, unfettered and exclusive worldwide right to use the Know-How for any purpose whatsoever (including the filing of patent applications in respect of all or any part of it),

to the extent that such Assignor holds such rights, title or interest.

2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of:

- (a) all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed; and
- (b) all rights of ownership of any materials that form part of the Know-How.

3. **KNOW-HOW**

3.1 **Provision of Know-How:** Each of the Assignors will, at the request of the Assignee and to the extent outstanding:

- (a) disclose to the Assignee in writing all Know-How known to them;
- (b) provide all other reasonable assistance and information as may be reasonably necessary in order to assist the Assignee, or its nominee, to develop and make or use the Invention; and
- (c) where possible, provide all original versions of the Invention and any materials that form part of the Know-How.

3.2 **Confidentiality:**

- (a) The Assignors agree to treat all information relating to the Invention, the Know-How and the Intellectual Property Rights as secret and confidential.
- (b) Following the execution of this deed, the Assignors will not use, disclose or publish the information referred to in paragraph (a) above without the Assignee's prior written consent.
- (c) These obligations of confidentiality will not extend to any information that is or becomes generally available to the public through no act or default of the Assignors. If either of the Assignors becomes aware of any actual or potential loss of secrecy or confidentiality in respect of such information, such of the Assignors will promptly advise the Assignee of such matter.

4. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

- 4.1 **Further actions:** If requested by the Assignee, each of the Assignors will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to:
- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection of the Intellectual Property Rights, with the understanding and the intention that all rights, title and interest in and to such applications and any granted protection is to vest in the Assignee;
 - (b) vest any such protection referred to in paragraph (a) in the Assignee;
 - (c) amend, maintain or renew any such protection referred to in paragraph (a);
 - (d) assist the Assignee to:
 - (i) enable enforcement of any of the Intellectual Property Rights (including obtaining all remedies as may be available for infringement of the Intellectual Property Rights);
 - (ii) defeat any challenge to the validity of any of the Intellectual Property Rights;
 - (iii) defend any opposition proceedings brought by a third party in respect of the Intellectual Property Rights; or
 - (iv) conduct opposition proceedings in respect of any application for intellectual property protection by a third party where such application may adversely affect the Assignee's ability to exploit the Intellectual Property Rights; and
 - (e) otherwise implement and carry out their obligations under this deed.

5. GENERAL

- 5.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.
- 5.2 **Facsimile counterparts:**
- (a) This deed may be executed in any number of counterparts (including facsimile copies) all of which, when taken together, will constitute one and the same instrument.
 - (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the

basis of an exchange of facsimile copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

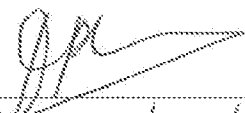
- 5.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED

SIGNED by **DONAL PAUL KROUSE** in the presence of:

Signature

Date


15/03/2013

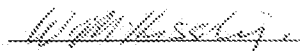
WITNESS

Signature:

Name:

Address:

Occupation:


Warwick Kidding
21 Cawston Road, Ngairu, Wairarapa
Research Scientist

SIGNED by **CALLAGHAN INNOVATION RESEARCH LIMITED** by:

Signature of Director



Name of Director

Date

Signature of Director

Name of Director

Date


Suzanne Suckling
3/4/13

Robin Michael Hearn
11/6/2013

SIGNED by KLEIN MEDICAL LIMITED by:




Signature of Director

Roger Francis Hampton

Name of Director

14/3/13

Date



Signature of Director

Gregory Joseph St

Name of Director

14/3/13

Date

SCHEDULE
PATENT APPLICATIONS

Country	Application No.	Title	Date Filed
US	61/661573	Spectroscopic Analysis	19 June 2012
PCT	PCT/NZ2012/000052	Spectroscopic Analyser	10 April 2012
US	13/646513	Spectroscopic Analysis	5 October 2012
US	61/710585	Spectroscopic Analysis	5 October 2012

RAYMOND ANDREW SIMPKIN

CALLAGHAN INNOVATION RESEARCH LIMITED

KLEIN MEDICAL LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PATENT

REEL: 048089 FRAME: 0640

R.A.S 26/3/13.

PARTIES

UNITED KINGDOM 27 DRUBS BAY ROAD
BIRKENHEAD
AUCKLAND 0626
NEW ZEALAND

RAYMOND ANDREW SIMPKIN, a New Zealand citizen of 61 Park Hill Road, Birkenhead, Auckland 0626, New Zealand (**First Assignor**)

CALLAGHAN INNOVATION RESEARCH LIMITED, (formally named INDUSTRIAL RESEARCH LIMITED) a New Zealand company whose registered office is located at Gracefield Research Centre, 69 Gracefield Road, Lower Hutt 5010, New Zealand (**Second Assignor**)

KLEIN MEDICAL LIMITED, a New Zealand company whose registered office is located at 1/26 Victoria Avenue, Devonport, Auckland 0624, New Zealand (**Assignee**)

INTRODUCTION

- A. The Assignors have devised or contributed to the Invention while under a series of commissions from the Assignee recorded in various work order agreements entered into from August 2010.
- B. The Assignors acknowledge that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. Each of the Assignors has agreed to assign, and the Assignee has agreed to accept, the Invention and such Intellectual Property Rights subject to the terms and conditions of this deed.

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comprising or relating to the Invention as may exist anywhere in the world;

Design Rights means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;

- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above; and
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Invention means any and all inventions the subject of any of the Patent Applications as improved, modified, developed or amended at any time up to the date of signing of this deed;

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 - (b) vest any such protection referred to in paragraph (a) in the Assignee;
 - (c) amend, maintain or renew any such protection referred to in paragraph (a);
 - (d) assist the Assignee to:
 - (i) enable enforcement of any of the Intellectual Property Rights (including obtaining all remedies as may be available for infringement of the Intellectual Property Rights);
 - (ii) defeat any challenge to the validity of any of the Intellectual Property Rights;
 - (iii) defend any opposition proceedings brought by a third party in respect of the Intellectual Property Rights; or
 - (iv) conduct opposition proceedings in respect of any application for intellectual property protection by a third party where such application may adversely affect the Assignee's ability to exploit the Intellectual Property Rights; and
 - (e) otherwise implement and carry out their obligations under this deed.

5. GENERAL

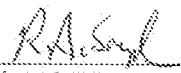
- 5.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.
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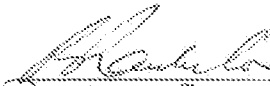
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SIGNED AS A DEED

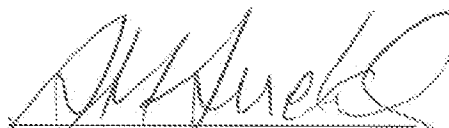
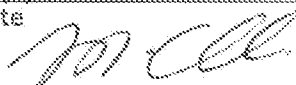
SIGNED by RAYMOND ANDREW SIMPKIN
in the presence of:


Signature 26/3/2013
Date

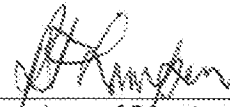
WITNESS

Signature: 
Name: Rachel Rankilor
Address: 18a Sylvia Road, St Heliers, Auckland
Occupation: Administrator

**SIGNED by CALLAGHAN INNOVATION
RESEARCH LIMITED by:**

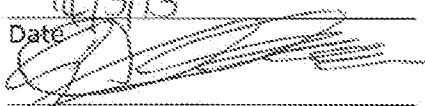

Signature of Director
Suzanne Buchting
Name of Director
3/4/13
Date

Signature of Director
MICHAEL ALLAN
Name of Director
3/4/13
Date

SIGNED by KLEIN MEDICAL LIMITED by:


Signature of Director

Roger Francis Hamper
Name of Director

16/3/13
Date


Signature of Director

Gregory Joseph Ste
Name of Director

12/3/13
Date

SCHEDULE
PATENT APPLICATIONS

Country	Application No.	Title	Date Filed
US	61/661573	Spectroscopic Analysis	19 June 2012
PCT	PCT/NZ2012/000052	Spectroscopic Analyser	10 April 2012
US	13/646513	Spectroscopic Analysis	5 October 2012
US	61/710585	Spectroscopic Analysis	5 October 2012

BRYAN JAMES SMITH

NAVICO AUCKLAND LIMITED

KLEIN MEDICAL LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PARTIES

BRYAN JAMES SMITH, a New Zealand citizen of 109 Bushlands Park Drive, Albany, Auckland 0632, New Zealand (**First Assignor**)

NAVICO AUCKLAND LIMITED, a New Zealand company whose registered office is c/o Buddle Findlay, Level 18 Pricewaterhousecoopers Tower, 18 Quay Street, Auckland, New Zealand (**Second Assignor**)

KLEIN MEDICAL LIMITED, a New Zealand company whose registered office is located at 1/26 Victoria Avenue, Devonport, Auckland 0624, New Zealand (**Assignee**)

INTRODUCTION

- A. The Assignors have devised or contributed to the Invention while under a series of commissions from the Assignee entered into from March 2007.
- B. The Assignors acknowledge that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
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- (d) the Patent Applications together with:
 - (i) any patent that may be granted pursuant to any of the Patent Applications; and
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- (a) the Invention;
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- (a) The Assignors agree to treat all information relating to the Invention, the Know-How and the Intellectual Property Rights as secret and confidential.
- (b) Following the execution of this deed, the Assignors will not use, disclose or publish the information referred to in paragraph (a) above without the Assignee's prior written consent.
- (c) These obligations of confidentiality will not extend to any information that is or becomes generally available to the public through no act or default of the Assignors. If either of the Assignors becomes aware of any actual or potential loss of secrecy or confidentiality in respect of such information, such of the Assignors will promptly advise the Assignee of such matter.

4. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

4.1 **Further actions:** If requested by the Assignee, each of the Assignors will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to:

- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection of the Intellectual Property Rights, with the understanding and the intention that all rights, title and interest in and to such applications and any granted protection is to vest in the Assignee;
- (b) vest any such protection referred to in paragraph (a) in the Assignee;
- (c) amend, maintain or renew any such protection referred to in paragraph (a);
- (d) assist the Assignee to:
 - (i) enable enforcement of any of the Intellectual Property Rights (including obtaining all remedies as may be available for infringement of the Intellectual Property Rights);
 - (ii) defeat any challenge to the validity of any of the Intellectual Property Rights;
 - (iii) defend any opposition proceedings brought by a third party in respect of the Intellectual Property Rights; or
 - (iv) conduct opposition proceedings in respect of any application for intellectual property protection by a third party where such application may adversely affect the Assignee's ability to exploit the Intellectual Property Rights; and
- (e) otherwise implement and carry out their obligations under this deed.

5. GENERAL

5.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.

5.2 **Facsimile counterparts:**

- (a) This deed may be executed in any number of counterparts (including facsimile copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the

basis of an exchange of facsimile copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

- 5.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED

SIGNED by **BRYAN JAMES SMITH** in the presence of:

B J Smith
Signature
13th June 2013
Date

WITNESS
Signature:

Name:

Address:

Occupation:

AC
ANDREW CORRETT
25 TELSTAR PL, BEACH HAVEN
ENGINEER

SIGNED by **NAVICO AUCKLAND LIMITED**
by:

Signature of Director

Name of Director

Date

Signature of Director

Name of Director

Date

basis of an exchange of facsimile copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

- 5.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED

SIGNED by **BRYAN JAMES SMITH** in the presence of:

Signature

Date

WITNESS

Signature: _____

Name: _____

Address: _____

Occupation: _____

SIGNED by **NAVICO AUCKLAND LIMITED** by:

Signature of Director

Name of Director

Date

Signature of Director

Name of Director

Date

SIGNED by KLEIN MEDICAL LIMITED by:



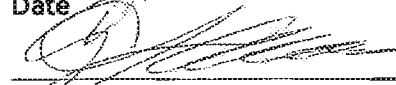
Signature of Director

Roger Francis Lampen

Name of Director

14/3/13

Date



Signature of Director

Gregory Joseph Shorrock

Name of Director

14/3/15

Date

SCHEDULE
PATENT APPLICATIONS

Country	Application No.	Title	Date Filed
US	61/661573	Spectroscopic Analysis	19 June 2012
PCT	PCT/NZ2012/000052	Spectroscopic Analyser	10 April 2012
US	13/646513	Spectroscopic Analysis	5 October 2012
US	61/710585	Spectroscopic Analysis	5 October 2012