

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5344176

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MESH NETWORK HOLDINGS IP PTY LTD	01/22/2014
RECEIVING PARTY DATA		
Name:	HUNINN MESH R&D PTY LTD	
Street Address:	SUITE 13, 110 BOTANY ROAD	
City:	ALEXANDRIA, NEW SOUTH WALES	
State/Country:	AUSTRALIA	
Postal Code:	2015	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14906244
CORRESPONDENCE DATA		
Fax Number:	(202)626-1700	
<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>		
Email:	vkhatri@jonesday.com	
Correspondent Name:	JONES DAY	
Address Line 1:	250 VESEY STREET	
Address Line 4:	NEW YORK, NEW YORK 10281-1047	
ATTORNEY DOCKET NUMBER:	013265-0022-999	
NAME OF SUBMITTER:	VISHAL V. KHATRI	
SIGNATURE:	/Vishal V. Khatri/	
DATE SIGNED:	01/25/2019	
Total Attachments: 10 source=Mesh_Huninn#page1.tif source=Mesh_Huninn#page2.tif source=Mesh_Huninn#page3.tif source=Mesh_Huninn#page4.tif source=Mesh_Huninn#page5.tif source=Mesh_Huninn#page6.tif source=Mesh_Huninn#page7.tif		

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Intellectual Property Assignment Deed

Parties

1. Mesh Network Holdings IP Pty Ltd ACN 158 958 233 of Suite 13, 110 Botany Road, Alexandria, NSW Australia as trustee for the Mesh Networks IP Unit Trust (*Assignor*)
2. Huninn Mesh R&D Pty Ltd ACN 166 104 392 of Suite 13, 110 Botany Road, Alexandria, NSW, Australia (*Assignee*)

Background

- A. The Assignor has developed and holds certain Intellectual Property Rights as trustee of the Mesh Networks IP Unit Trust.
- B. The Assignee is a research and development company incorporated to hold the Mesh IP Rights and potentially to provide ongoing research and development services in connection with the Mesh Product.
- C. As part of restructuring and streamlining its business operations in preparation for commercialising the Mesh IP Rights, the Assignor wishes to assign the Mesh IP Rights to the Assignee in return for payment of the Price.
- D. This Deed sets out the terms on which the Assignor assigns the Mesh IP Rights to the Assignee.

1. Definitions and interpretation

Definitions

In this Deed:

Claim means any claim, demand or proceedings arising out of any cause of action in connection with this Deed (including for breach of contract, under any indemnity, in tort (including negligence) and any other common law, equitable or statutory cause of action).

Confidential Information means all information of whatever nature and in whatever medium belonging to or held by a party (including where relevant, information relating to a party's customers, Related Companies, Related Persons or third parties) whenever and however it is disclosed or comes to the other party's knowledge, including information that:

- (a) is by its nature confidential;
- (b) is designated by the disclosing party as confidential; or
- (c) the recipient party knows or ought to know is confidential,

including without limitation, all information relating to inventions, discoveries, processes, know-how, software code, designs, routines, algorithms, structures, trade secrets and research and development relating to a party.

Dispute means a dispute arising out of or relating to this Deed, including without limitation, a dispute about the breach, termination, validity, or subject matter of this Deed, or a Claim relating to the performance or non-performance of this Deed.

GST means any goods and services tax imposed by the GST Law.

GST Exclusive Value has the same meaning as in the GST Law.

GST Law means the *A New Tax System (Goods and Services) Tax Act 1999* as amended from time to time, and any associated legislation and regulations in so far as they relate to GST.

Intellectual Property Rights means all prospective or actual intellectual property rights at any time recognised by Law, including:

- (a) patents, copyright, circuit layout rights, registered designs, trade marks, business names, Moral Rights and any right to have Confidential Information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a).

Law means:

- (a) the common law and equity;
- (b) any statute, regulation, by-law, ordinance or subordinate legislation;
- (c) any licence, permit, authorisation, accreditation, code of practice, code of conduct or other requirement which is enforceable against a party, or which is issued under an instrument.

Losses means liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred by or awarded against a party).

Mesh IP Rights means all Intellectual Property Rights in relation to the Mesh Product.

Mesh Product means the proprietary technology relating to mesh networks and mesh networking technology and its usage and application (including in combination) the subject of the Patents, along with related applications, tools, drawings, trade marks and domain names, as further described in Schedule B.

Moral Rights means an author's right of attribution and integrity under the *Copyright Act 1968* (Cth).

Patents means the patents and patent applications set out in Schedule B to this Deed.

Price means the price set out in Schedule A payable by the Assignee to the Assignor as consideration for the IP Rights.

Related Company means a related body corporate as defined in the *Corporations Act 2001* (Cth).

Related Persons means any employee, officer, agent, advisor or subcontractor of a party.

Tax Invoice means a tax invoice as defined by the GST Law, which also specifies the GST component of the Taxable Supply.

Taxable Supply has the same meaning as in the GST Law.

Trust means the Mesh Networks IP Unit Trust established on or about July 2012.

Interpretation

In this Deed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) a reference to a clause, paragraph, annexure of schedule is to a clause or paragraph of, or annexure or schedule to, this Deed, and a reference to this Deed includes any schedule;
- (c) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (d) a reference to \$ or AUD is to Australian currency, unless specifically stated otherwise;
- (e) a reference to time is to time in Sydney, Australia;
- (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 executors, administrators, successors and permitted assigns and substitutes;
- (g) 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; and
- (h) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.

1 Assignment of Intellectual Property Rights

The Assignor:

- (a) presently assigns to the Assignee all present and future Mesh IP Rights;
- (b) acknowledges that all future Intellectual Property Rights arising in relation to or out of the Mesh IP Rights will vest in the Assignee on and from creation; and
- (c) must do all things reasonably requested by the Assignee to enable the Assignee to assure further the title and rights assigned under clause 1(a).

2 Consideration and Tax

- 2.1 The parties acknowledge that payment of the Price by the Assignee constitutes good, valuable and sufficient consideration for the transfer of the Mesh IP Rights by the Assignor to the Assignee.
- 2.2 If any supply under this Deed is a Taxable Supply, the party making the supply may, in addition to the payment for the Taxable Supply, recover the amount of the GST applicable to the Taxable Supply. Any amount of GST payable is payable at the same time as the payment for the supply to which it relates.
- 2.3 Words or expressions used in this clause which are defined in the GST Law have the same meaning.
- 2.4 If the Assignee is obliged to make a deduction in respect of Tax from a payment due to the Assignor, the Assignee must:
 - (a) pay the amount deducted to the appropriate governmental agency;

- (b) if requested by the Assignor or its nominee, within 30 days after that request, give to the Assignor or its nominee, as applicable, a copy of relevant documentation evidencing the payment; and
- (c) pay Assignor or its nominee, as applicable, the net amount of the payment after making the deduction.

3 Warranties and Indemnities

3.1 The Assignor warrants that:

- (a) it has all necessary rights and authority to enter into this Deed and to make the assignments under clause 1(a); and
- (b) use and exploitation of the Mesh IP Rights by the Assignee will not infringe the Intellectual Property Rights of any person.

3.2 Subject to clause 3.3, the Assignor indemnifies the Assignee against any Losses arising from a breach of clause 3.1.

3.3 The Assignor's liability for any Losses is limited to the value of the Trust assets.

4 Disputes

4.1 Neither party may start court proceedings (except proceedings seeking interlocutory relief) in respect of a Dispute unless it has first complied with this clause.

4.2 A party claiming that a Dispute has arisen must notify the other party in writing of the event occurring that has given rise to the Dispute.

4.3 If a Dispute is not resolved within a 20 day working period (or if the parties agree a longer period, that longer period), of a Dispute being notified under clause 4.2, the Dispute must be referred:

- (a) for mediation, in accordance with the Australian Commercial Disputes Centre (ACDC) Mediation Guidelines; and
- (b) to a mediator agreed by the parties, or if the parties do not agree on a mediator, a mediator nominated by the then current chief executive officer of ACDC or the CEO's nominee (or if no such person is available or willing to nominate a mediator, by the then President of the Law Society of New South Wales).

5 Notices

5.1 A party notifying or giving notice under this Agreement must notify:

- (a) in writing;
- (b) addressed to the address of the recipient specified in the notice details in Schedule A or as varied by notice given in accordance with this clause; and
- (c) left at or sent by post or facsimile to that address.

5.2 A notice given in accordance with clause 5.1 will be taken to have been received:

- (a) if delivered by hand, to the recipient's address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient;
- (b) if sent by post, 3 working days after the posting; and

- (c) if sent by facsimile on a working day at the recipient's, on the date of transmission, or if sent on a non-working day at the recipient's, on the next working day (in both cases as long as the sender's facsimile machine records a successful transmission).

6 General

- 6.1 **Variation:** If the parties want to vary this Deed, they must do so by a document in deed form signed by both parties.
- 6.2 **Entire agreement:** This Deed constitutes the entire agreement of the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- 6.3 **Amendments:** If the parties wish to vary this Deed, they may do so by a document executed by an authorised representative of each party.
- 6.4 **Waiver:** A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that right, power or remedy. A waiver of a right, power or remedy must be in writing.
- 6.5 **Severability:** If any provision of this Deed is held to be unenforceable or invalid for any reason then:
 - (a) that provision is deemed to be modified to the extent required to remedy the unenforceability or invalidity; or
 - (b) if it is not possible to remedy the unenforceability or invalidity, that provision is to be severed from this Deed,and this Deed will otherwise remain in full force.
- 6.6 **Counterparts:** This Deed may be executed in counterpart, including facsimile, PDF or other electronic copies, which taken together, will constitute one instrument.
- 6.7 **Assignment:** Each party may assign, transfer or otherwise deal with any of its rights under this Agreement provided it obtains the other party's prior written consent (which may not be unreasonably withheld).
- 6.8 **Further action:** Each party must, at its own expense, do all things and execute all documents necessary to give effect to this Deed and the transactions contemplated by it.
- 6.9 **Governing Law and jurisdiction:** This Deed is governed by the law applicable in Victoria and each party unconditionally submits to the non-exclusive jurisdiction of the courts of that state.
- 6.10 **Further assurances:** Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this Deed and all transactions incidental to it including the registration of the transfer of the Mesh IP Rights at the competent registration offices.

Execution page follows:

Executed as a deed on

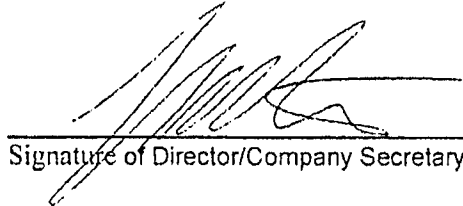
22 JANUARY

2014

Executed by Mesh Network Holdings IP Pty
Ltd ACN 158 958 233 as trustee of the Mesh
Networks IP Unit Trust in accordance with
s127(1) of the *Corporations Act 2001*(Cth):



Signature of Director



Signature of Director/Company Secretary

Frank Pizzan

(Print) name

GARY MITCHELL

(Print) name

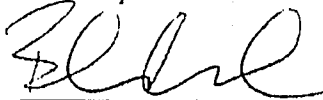
22/1/2014

Date

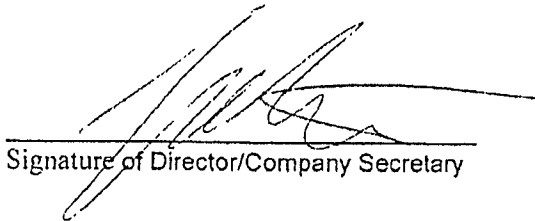
22/1/2014

Date

Executed by Huninn Mesh R&D Pty Ltd ACN
166 104 392 in accordance with s127(1) of the
Corporations Act 2001(Cth):



Signature of Director



Signature of Director/Company Secretary

Frank Pizzan

(Print) name

GARY MITCHELL

(Print) name

22/1/2014

Date

22/1/2014

Date

Schedule A

Price

Notice Details

For Assignor:

Name:	Slav Zinger
Title:	R&D Manager
Address:	Suite 13, 110 Botany Rd, Alexandria, NSW, Australia
Telephone:	+61 401 736 254
email:	slav@huninnmesh.com

For Assignee:

Name:	Gary Aitchison
Title:	Director
Address:	Suite 13, 110 Botany Rd, Alexandria, NSW, Australia
Telephone:	+61 418 429 130
email:	gary@huninnmesh.com

Schedule B

List of Intellectual Property Rights

1. Patents

Title	Application No	Filing date
SYSTEMS, METHODS AND DEVICES FOR NETWORKING OVER A NETWORK	US Provisional Application No. 61/700,593	September 13, 2012
SYSTEMS, METHODS AND DEVICES FOR NETWORKING OVER A NETWORK	US Provisional Application No. 61/794,894	March 15, 2013
SYSTEMS, METHODS AND DEVICES FOR NETWORKING OVER A NETWORK	US Provisional Application No. 61/832,466	June 7, 2013
SYSTEMS, METHODS AND DEVICES FOR NETWORKING OVER A NETWORK	Australian Application No. AU 2013205479	April 12, 2013
SYSTEMS, METHODS AND DEVICES FOR NETWORKING OVER A NETWORK	International Application No. PCT/AU2013/001046	September 13, 2013
SYSTEMS, METHODS AND DEVICES FOR OBTAINING FEEDBACK INFORMATION TO REVEAL GROUP PREFERENCES	US Provisional Application No. 61/856,441	July 19, 2013

2. Trademarks

Title	Serial/Application Number	Priority date	Country
HUNINN MESH	1607732	December 18, 2012	Canada
HUNINN MESH and Logo Design	1607734	December 18, 2012	Canada
Logo Design	1607733	December 18, 2012	Canada
HUNINN MESH	1157751	December 18, 2012	USA
HUNINN MESH and Logo Design	1157749	December 18, 2012	USA
Logo Design	1157750	December 18, 2012	USA
HUNINN MESH	1532003	December 18, 2012	Australia

HUNINN MESH and Logo Design	1532010	December 18, 2012	Australia
Logo Design	1532006	December 18, 2012	Australia
HUNINN MESH	1157751	December 18, 2012	China
HUNINN MESH and Logo Design	1157749	December 18, 2012	China
Logo Design	1157750	December 18, 2012	China
HUNINN MESH	1157751	December 18, 2012	EU
HUNINN MESH and Logo Design	1157749	December 18, 2012	EU
Logo Design	1157750	December 18, 2012	EU
HUNINN MESH	1157751	December 18, 2012	Madrid Protocol
HUNINN MESH and Logo Design	1157749	December 18, 2012	Madrid Protocol
Logo Design	1157750	December 18, 2012	Madrid Protocol
HUNINN MESH	1157751	December 18, 2012	New Zealand
HUNINN MESH and Logo Design	1157749	December 18, 2012	New Zealand
Logo Design	1157750	December 18, 2012	New Zealand
HUNINN MESH in Chinese Characters in Class 9	12592739	May 2013	China
HUNINN MESH in Chinese Characters in Class 38	12592738	May 2013	China
HUNINN MESH in Chinese Characters in Class 42	12592737	May 2013	China
HUNINN MESH in Chinese Characters and Logo in Class 9	12592736	May 2013	China
HUNINN MESH in Chinese Characters and	12592735	May 2013	China

Logo in Class 38			
HUNINN MESH in Chinese Characters and Logo in Class 42	12592734	May 2013	China

3. Domain names

www.huninnmesh.com