

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5390519

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INDUSTREA MINING EQUIPMENT PTY LTD	01/24/2018
RECEIVING PARTY DATA	
Name:	IME IP PTY LIMITED
Street Address:	C/O COOMBS BUSINESS SERVICES PTY LTD
Internal Address:	LEVEL 1, 25 RIVER STREET
City:	MACKAY
State/Country:	AUSTRALIA
Postal Code:	QLD 4740
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9464407
CORRESPONDENCE DATA	
Fax Number:	(503)595-5301
<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:	503-595-5300
Email:	valerie.sullivan@klarquist.com
Correspondent Name:	ROBERT SCOTTI, KLARQUIST SPARKMAN, LLP
Address Line 1:	121 SW SALMON ST., SUITE 1600
Address Line 2:	ONE WORLD TRADE CENTER
Address Line 4:	PORTLAND, OREGON 97204
ATTORNEY DOCKET NUMBER:	7920-101829-01
NAME OF SUBMITTER:	ROBERT F. SCOTTI
SIGNATURE:	/ Robert F. Scotti /
DATE SIGNED:	02/25/2019
Total Attachments: 20	
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IP ASSIGNMENT DEED

DATE: 24 January 2018

PARTIES

Industrea Mining Equipment Pty Ltd ABN 49 124 156 332 of 572 Swan Street, Richmond, Victoria, 3121 (Assignor)

IME IP Pty Limited ACN 623 475 383 of c/o Coombs Business Services Pty Ltd, Level 1, 25 River Street, Mackay QLD 4740 (Assignee)

BACKGROUND

The Assignor desires to assign its rights and interests in certain intellectual property to the Assignee under the terms set out in this deed.

The Assignee agrees to provide a licence to the Assignor in respect of the assigned intellectual property as set out in this deed.

AGREED TERMS

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

Assets means the product lines, discontinued product lines, and associated documents (Associated Documents) listed in Annexure A.

Assignee Confidential Information has the meaning given in clause 9(b).

Assignor Confidential Information has the meaning given in clause 9(a).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney.

Collection Point means 3 Co-Wyn Close, Fountaindale, New South Wales 2258.

Customer Warranty Claim means any claim by any customer of the Assignor under any warranty during the defect warranty period given by the Assignor to the customer relating to goods sold or services provided by the Assignor to that customer prior to the Effective Date.

Duty means any stamp, transaction or registration duty or similar charge imposed by any government authority and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them

Effective Date means the Completion Date, as that term is defined in the Sale Agreement.

Effective Time means 11am on the Effective Date.

Government Authorization means any licence, authority, permit or similar issued by a government authority.

GST means the Tax payable on taxable supplies under the GST Law.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any related act imposing such Tax, and includes subordinate legislation in relation to those acts.

Insolvent means a party is insolvent if:

- (a) it is insolvent;
- (b) it is in receivership, liquidation, provisional liquidation, under administration or wound up, or has had a receiver or controller all or any part of its property;
- (c) it is subject to an arrangement, assignment, moratorium or composition with its creditor, or protected from creditors under statute, other than to carry out a restructure or amalgamation while solvent;
- (d) an application or order has been made, resolution passed, proposal put forward, meeting of shareholders or creditors called or any other action is taken, in each case that is preparatory or could result in to the circumstances set out in (a) to (c), and in the case of an application that application has not been stayed, withdrawn or dismissed within 30 Business Days;
- (e) it suspends making payments on any of its debts, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness, or ceases or threatens to cease to carry on all or a substantial part of its business, or is otherwise unable to pay its debts when they fall due; or
- (f) something having a substantially similar effect to (a) to (e) happens in connection with that party under the Law of any jurisdiction.

Installed Base means the customers who operate or own machinery manufactured and supplied by the Assignor (using the Intellectual Property Rights) before the Effective Date.

Intellectual Property Rights means with respect to the Assets, including such formal rights as listed in Annexure B, the industrial and intellectual property rights whether protectable by statute, at common law or in equity, including all copyright and similar rights which may subsist or may hereafter subsist in works or any subject matter, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, rights in relation to designs (whether or not registerable), rights in relation to registered or unregistered trademarks, circuit layout designs and rights in relation to circuit layouts, but excludes non-assignable moral rights and similar non-assignable personal rights of authors and producers and any trademarks of the General Electric Company and its related bodies corporate.

Law means any law, legislation, statute, ordinance, regulation or other binding, mandatory rule or condition imposed by a government authority or in a Government Authorization that applies to this deed, or to a party in connection with this deed.

Offshore Assets means:

- (a) Unigraphics CAD Models and drawings limited to Minecruiser chassis, transmission, cabin and configurables, Flitmate chassis and covers stored on a GE server in Bangalore, India; and
- (b) product lifecycle management data set for certain parts which relate to the asset sold under the Master Asset Sale Agreement stored in Siemens Teamcenter on a GE server in Cincinnati, Ohio, USA.

Patent Rights means the Intellectual Property Rights with respect to the formal rights as listed in Annexure B.

Purchase Price means \$20,000 (excluding GST).

Related Body Corporate has the meaning given in the *Corporations Act 2001 (Cth)*.

Safety Issue means any issue relating to any goods supplied or services performed prior to the Effective Date which the Assignor or the Assignee (as the case may be) determines may have a safety or potential safety related consequence.

Sale Agreement means the agreement between the parties dated 22 December 2017, under which the Assignee has agreed to purchase various assets from the Assignor.

Tax means any tax imposed by a government authority or agency, including excise duty, value-added, indirect, sales, stamp, or property tax, and any withholding, penalty or interest thereon.

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) a legislative provision or legislation (including subordinate legislation) is to that provision or 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 successor in title, 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 for that word has a corresponding meaning.
- (e) The word "agreement" includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (f) The expression "this deed" includes the agreement, arrangement, understanding or transaction recorded in this deed, and any schedule or attachment to this deed.
- (g) This deed is not to be interpreted against the interests of a party merely because that party proposed this deed or some provision in it or because that party relies on a provision of this deed to protect itself.
- (h) The expression "related body corporate" has the same meaning given to it in the Corporations Act 2001 (Cth). Rights, covenants or obligations expressed to be given in favour of the Assignor's related bodies corporate are held on trust by the Assignor for those related bodies corporate.
- (i) If the day on or by which a person must do something under this deed is not a Business Day, the person must do it on or by the next Business Day.

1.3 Multiple parties

If a party to this deed is made up of more than one person, or a term is used in this deed to refer to more than one party, then unless otherwise specified in this deed:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking relates to each of them separately.

2. ASSIGNMENT

- (a) In consideration of the payment by the Assignee to the Assignor of the Purchase Price and provided that the Purchase Price has been paid by the Assignee to the Assignor with effect on and from the Effective Time, the Assignor assigns, and agrees to assign, to the Assignee, who hereby accepts, all of their rights, title and interest in and to:
 - (i) the Intellectual Property Rights to the Assets, including those listed in Annexure B; and
 - (ii) the right to sue for, and recover, damages and other relief in relation to any infringement of any of the rights assigned by this deed (including for

conversion or detention) including any that may have occurred before the Effective Date.

- (b) The Assignor must do anything (including execute any document), and must ensure that their employees and agents do anything, that the Assignee may reasonably require to give full effect to this deed.
- (c) The Assignor agrees that it will provide all necessary and reasonable assistance to the Assignee to assist the Assignee's endeavours to assign all certifications applicable to the Assets (as listed in Annexure A) to the Assignee (to the extent possible), including by submitting any relevant documents to the relevant government or industry bodies in order to amend the registration.

3. LICENCE

- (a) A reference to "use" in the context of Intellectual Property Rights includes: using, exploiting, copying, adapting, creating derivative works, developing, modifying, disclosing and communicating.
- (b) All rights not explicitly granted herein are reserved in their entirety.
- (c) Assignor reserves for itself and its related bodies corporate a licence and right to make, have made, use, sell, offer for sale, import, and otherwise dispose of existing products and services that relate to the Patent Rights but are not related to mining or the mining industry (Licence 1). In addition, the Assignee reserves for itself and its related bodies corporate a non-exclusive, transferable, fully paid up, irrevocable and perpetual licence to use the Intellectual Property Rights only to deal with, address and otherwise resolve any Customer Warranty Claim or Safety Issue. The Assignor may sub-licence to a third-party use of the Intellectual Property Rights where the Assignor engages that third party to assist with the resolution of any Customer Warranty Claim or Safety Issue provided such sub-licence is limited to use required for the purposes of or in connection with that purpose. The licences granted in this clause will survive termination of this Deed other than in respect of a termination under clause 10(a).
- (d) Licence 1 granted in this clause does not include the right to sublicense to any third party, except that Assignor or its related bodies corporate may sublicense the Patent Rights to third parties in connection with, and only to the extent that, a sublicense is legally necessary to dispose of existing products and services that relate to the Intellectual Property Rights but are not related to mining or the mining industry. Assignor or its related bodies corporate shall be liable hereunder for any action by a sublicensee that would breach the terms of this Deed as if committed by Assignor or its related bodies corporate.
- (e) As of the Effective Date, Assignee (on behalf of itself and its related bodies corporate), through this deed, covenants not to sue Assignor, or its related bodies corporate, for infringement of any of the claims of the Intellectual Property Rights where such claims are based on:

- (i) any product, component, service or method that is made, sold, offered for sale, used, or imported by Assignor or its affiliates and that relates to the Patent Rights but is not related to mining or the mining industry; or
- (ii) the Assignor resolving a Customer Warranty Claim or Safety Issue.

4. CONSIDERATION

- (a) The Assignor shall invoice the Assignee the Purchase Price as soon as practicable after the signature date of this deed.
- (b) The Assignee shall pay the Purchase Price prior to delivery of the Associated Documents and by no later than the Effective Date. Payment will be by electronic funds transfer to a bank account nominated by the Assignor or by way of bank cheque.

5. TAXES AND GST

- (a) The Assignee shall be responsible for GST or any other Taxes imposed in connection with this deed.
- (b) The Assignee must pay all Duty in respect of the execution, delivery and performance of this deed and any agreement or document entered into or signed under this deed.
- (c) Each party will bear their own costs in connection with the preparation, negotiation and execution of this deed
- (d) Unless expressly stated otherwise, all amounts payable or the value of other consideration provided in respect of supplies made in relation to this deed are exclusive of any GST.
- (e) If GST is levied or imposed on any supply made or deemed to have been made under or in accordance with this deed, the amounts payable or the value of the consideration provided for that supply or deemed supply (payment) will be increased by such amount as is necessary to ensure that the amount of that payment net of GST is the same as it would have been prior to the imposition of GST.
- (f) Where any amount is payable as a reimbursement, indemnification or similar payment calculated by reference to a loss or other amount incurred, then that amount must be reduced by any input tax credit available to that party and, if a taxable supply, must be increased by the GST payable in relation to the supply and a tax invoice will be provided by the party being reimbursed or indemnified.
- (g) All GST payable will be payable at the time the payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it will be payable within 10 Business Days of a tax invoice being issued by the party making the supply.
- (h) Where in relation to this deed a party makes a taxable supply, that party must provide a tax invoice in respect of that supply before the GST payable in respect of that supply becomes due.

- (i) Terms defined in the GST Law have the same meaning when used in this clause.

6. DELIVERY

- (a) Provided that all payments have been paid as required, the Assignor shall deliver:
 - (i) the Associated Documents (other than the Offshore Assets) to the Assignee at the Collection Point on the Effective Date; and
 - (ii) the Offshore Assets to the Assignee's Premises as notified by the Assignee no later than 15 March 2018.
- (b) The Associated Documents will, where these are available in electronic form, be delivered on a USB Flash Drive. Where only physical hardcopies are available these will be provided in hardcopy form only.
- (c) in the event that the Assignee discovers that any of the Associated Documentation were not provided after the Effective Date, the Assignor agrees that it will promptly deliver any such Associated Documentation to the Assignee on request.

7. WARRANTIES

- (a) The Assignor warrants to the Assignee that it has not granted a security interest to any person in respect of the Intellectual Property Rights and Associated Documents. The Intellectual Property Rights and Associated Documents are taken as is where is without any warranties or assurances as to their completeness, condition or suitability.
- (b) To the maximum extent permitted by Law, no implied or statutory warranties apply, including as to merchantability or fitness for purpose or non-infringement.
- (c) To the extent permitted by Law, other than for a breach of the warranty the Assignor is not liable in any way whatsoever to the Assignee nor does the Assignee have any remedy, in respect of any claim (whether contractual, tortious, statutory or otherwise) for any form of damages, losses, costs, injury or harm sustained or incurred by the Assignee in consequence of or resulting directly or indirectly out of the supply, performance or use of any Intellectual Property Rights or Associated Documents.

8. RETENTION

- (a) The Assignor may retain copies of all Associated Documents.
- (b) The Assignor may only use the Associated Documents so as to satisfy any regulatory requirement or requirement of Government Authorization and for the purpose described in clause 3(c).
- (c) The Assignor may not use the Associated Documents, Assignee Confidential Information, or any of the Intellectual Property Rights for any purpose other than the as per clause 8(b).

9. CONFIDENTIALITY

- (a) The Assignee must keep this deed and its contents including the amount of the Purchase Price (**Assignor Confidential Information**):
 - (i) confidential; and
 - (ii) only disclose Assignor Confidential Information:
 - (A) to its employees, agents, professional advisers, service providers, financiers or customers who need the information for the purpose of this deed, and who are instructed to maintain confidentiality;
 - (B) as required by Law, a court order or an applicable stock exchange rule; or
 - (C) otherwise with the written consent of the Assignor.
- (b) The Assignor must keep this deed, its contents including the amount of the Purchase Price, and the Assets and Associated Information, and any other information or know-how that is related to the Assets and Associated Information that is not publically available (**Assignee Confidential Information**):
 - (i) confidential; and
 - (ii) only disclose Assignee Confidential Information:
 - (D) to its employees, agents, professional advisers, or service providers who need the information for the purpose of this deed, and who are instructed to maintain confidentiality;
 - (E) as required by Law, a court order or an applicable stock exchange rule; or
 - (F) otherwise with the written consent of the Assignee.
- (c) The Assignor agrees that in the event that the Assignee notifies the Assignor that it reasonably believes that any current or former employee or third party supplier of the Assignor is using the Assignee Confidential Information, the Assignor will, to the extent it is capable of doing so, assign to the Assignee any contractual rights that it has with the relevant person relating to the use of confidential information in the Assignee Confidential Information.
- (d) If either party is required to make a disclosure that is required by Law, a court order or an applicable stock exchange rule under clause 9(a) or 9(b) the preceding clause, that party must, prior to making that disclosure and to the extent permitted by Law provide the other party with prompt written notice to permit them to seek an appropriate protective order.
- (e) Neither party may make any press or other announcements relating to this deed without the prior written approval of the other party except as required by Law, court order or a stock exchange.

10. BREACH

- (a) The Assignee may terminate this deed if:
 - (i) The Assignor materially breaches this deed or becomes insolvent; and
 - (ii) in the case of a breach, the Assignor fails to commence and diligently remedy the breach within 7 days of written notice of the breach.
- (b) The Assignor may terminate or suspend this Deed if:
 - (i) The Assignee materially breaches this Deed, including failure to pay any amount due by its due date, or the Assignee becomes insolvent; and
 - (ii) in the case of a breach, the Assignee does not remedy the breach within 3 days of written notice of the breach.

11. NOTICES

- (a) A notice, consent or other communication under this deed is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by email, mail or fax. If it is sent by mail, it is taken to have been received 3 working days after it is posted. If it is sent by fax, it is taken to have been received when the addressee actually receives it in full and in legible form.
- (b) A person's address, email and fax number are those set out below, or as the person notifies the sender:

Assignor:

Address: c/o GE Mining Attention: Senior Counsel, Level 3, 99 Walker Street
North Sydney 2060

Attention:

Email:

Assignee: IME IP Pty Limited

Address: 25 River Street Mackay Qld

Attention: Michael Coombs

Email: mick@cbsmackay.com.au

12. GENERAL

- (a) **(Interpretation)** The headings of the sections of this deed are for convenience, and do not affect the meaning of this deed. The use of specific lists or the word 'including' in this deed are not meant to be exclusive, and are taken to mean 'including but not limited to'. A reference to a party includes that party's executors, administrators or permitted assigns.
- (b) **(Assignment and novation)** A party may not assign or novate this deed without written consent from the other party, except that the Assignee may assign this deed to any financier of the Assignee without the prior written consent of the Assignor.

- (c) **(Entire agreement)** This deed is the entire agreement between the parties in respect of its subject matter. Any additional terms (for example those set out in the Assignee's purchase order) will not be binding.
- (d) **(No interpretation disadvantage)** No rule of contract interpretation will apply to the disadvantage of a party on the basis that it put forward this deed or any part of it, or that these are its standard terms.
- (e) **(Severance)** If any provision of this deed is found to be void or unenforceable, the remainder of this deed shall not be affected.
- (f) **(Survival)** Any clause that by its nature survives termination will survive including clauses relating to warranty, confidentiality, delivery of any missed Associated Documentation under clause 6(c), and licence (other than in respect of any licence termination under clause 10(a)).
- (g) **(Modifications or waivers to be in writing)** No modification, change or waiver shall bind the parties unless it is agreed in writing by the parties' authorised representatives.
- (h) **(Counterparts)** This deed may be signed in more than one counterpart, each of which will be taken to be an original document with the same effect as if the signatures to the document were on the same document, but all such counterparts will constitute a single agreement.
- (i) **(Governing Law)** This deed will be governed by and construed in accordance with the laws in force in the State of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of that State.

EXECUTED as deed.

SIGNED, SEALED AND DELIVERED for Industree Mining Equipment Pty Ltd in accordance with section 127 of the Corporations Act 2001:

Director


KEN STAPYLTON

Name

SIGNED, SEALED AND DELIVERED for IME IP Pty Limited in accordance with section 127 of the Corporations Act 2001:

Director


Name

Director/Secretary

Name

Director/Secretary

Name


CLAIRE PERCE

EXECUTED as deed.

SIGNED, SEALED AND DELIVERED for Industree Mining Equipment Pty Ltd in accordance with section 127 of the Corporations Act 2001:

Director

Name

SIGNED, SEALED AND DELIVERED for IME IP Pty Limited in accordance with section 127 of the Corporations Act 2001:

Director

Name

Director/Secretary

Name

Director/Secretary

Name

ANNEXURE A

Part A – Current and Discontinued product lines, and associated documentation

1. GE will provide the following for the current and discontinued products described below (as these documents exist and in their current state):
 - Certain Product Certifications – refer to certification list below in Part B
 - Engineering designs, drawings and CAD files
 - Engineering and manufacturing bills of materials
 - Manufacturing and work procedures
 - Supplier information and part numbers
 - OEM Bulletins
 - Technical reports
2. Current Products:
 - *MineCruiser* – Free steered rubber tyred personnel transporter for underground coal
 - *Grader* – Free Steered rubber tyred, articulated grader for underground coal
3. Discontinued Products:
 - *Flitmates* – Fire Protected gensets for underground coal
 - *LongWall Chock Carriers (LWC)* – Explosion protected, free steered, articulated rubber tyred vehicle for carrying Longwall roof support carriers
 - *Dozers* – Explosion protected, tracked vehicle for heavy lift applications in underground coal
 - *LongWall Shearer Carriers (LSC)* – Explosion protected tracked vehicle for longwall shearer transporting
 - *Load Haul Dump (LHD) (prototype)* – Free steered articulated rubbered tyred vehicle
 - *Underground drill system (UDS-1000)* – Drill rig mounted on tracks or modular sled
 - *Multi-Purpose Vehicle (MPV)* – Explosion protected, free steered rubber tyred articulated vehicle. Capable of carrying different pods, scissor lifts, Personnel carriers, cargo bins
4. Certain explosion-protected electrical product components that were manufactured by IME:
 - Explosion Protected Alternator
 - Explosion Protected Pressure Switch
 - Explosion Protected Headlight
 - Explosion Protected Reversing Alarm
5. Documentation on the following project(s):
 - U/G Hardrock Man transport Project – Underground UG utility vehicle project which was essentially a non-explosion protected Minecruiser utility vehicle. The prototype is functional and in storage at Emerald.
 - LHD prototype – C9 powered articulated rubber tyred vehicle
 - Recertification Project for MWM to design order 2015, MDG 43

6. Other Information

Any intellectual property, information (including any confidential information) or know-how in existence at the Effective Date which the Assignee reasonably requires in order to use, operate, maintain, or exploit the Assets specified in items 1-5 above and which is capable of being provided and which is requested within 6 months from the Effective Date.

Part B – Certifications list

Certifications used for current GE Mining products:

Certification	Description	Status	Next expiry date
MDR 088446 TBS	Mining Grader	Engine system – Expired*	n/a
		Braking system – Current	Nov 2018
MDR 095324 TBS-2	Minecruiser (Mk6 and Mk7)	Engine system – Expired*	n/a
		Braking system – Current	Nov 2019
MDR 095324 TBS - 1	Minecruiser (Mk6 and Mk7)	Engine system – Expired*	n/a
		Braking system – Current	Nov 2019
MDR 095324 TBS	Minecruiser (Mk6 and Mk7)	Engine system – Expired*	n/a
		Braking system – Current	Nov 2019
MDR 095324 TBS-3	Minecruiser (Mk6 and Mk7)	Engine system – Expired*	n/a
		Braking system – Current	Nov 2019

Certifications used for discontinued GE Mining products:

Certification	Description	Status	Next expiry date
MDR 133194 DES-0	CAT C15DITA SCAC 400kW FIRE PROTECTED Diesel Engine System used to power Flitmate	Current	Jun 2020
		The ZAS (Zone Awareness System) portion is excluded from the transaction scope since it is not 100% owned by GE	
MDR 077760 TBS	50T Mine Dozer	Engine system – Expired*	n/a
		Braking system – Current	Feb 2018
MDR 120288 TBS	70T Dozer	Engine system – Expired	n/a
		Braking system – Current	Jan 2022
MDR 097157 TBS	55T Shearer Carrier	Engine system – Expired	n/a
		Braking system – Current	Nov 2019
MDR 121273 TBS	130T Shearer Carrier	Engine system – Expired*	n/a
		Braking system – Current	Apr 2022
MDR 107075 TBS-1	50T LWC	Engine system – Expired*	n/a
		Braking system – Current	Jan 2022
MDR 170043 TBS-0	70T LWC	Engine system – Expired*	n/a
		Braking system – Current	Feb 2027
MDR 114056 DES-5a, 7	MWM4.10	Expired* (Nov 2016)	n/a
MDR 106483 DES-2	Cat C9	Expired* (Dec 2015)	n/a
MDR 076980 DES-1	58kW Perkins 1104C-44	Expired* (Oct 2012)	N/a
MDR 072740 DES-1	CAT C15DITA SCAC 373kW Diesel Engine	Expired* (November 2011)	N/a

	System		
MDR 088443 DES	ISUZU 6BG1QW DINA 76.6kW Diesel Engine System	Expired* (November 2013)	N/A
MDR 074167 DES	Caterpillar 3126 DITA 190kW Diesel Engine System	Expired* (June 2012)	N/A
MDR 079399 TBS	Domino Myne Grader	Currents	2018
MDR 084761 TBS	Nipper Series 3 Braking System	Current	2018
MDR 090348 TBS	MineCruiser Mk4.5 Brake system	Current	2019

China certifications

Certification	Description	Status	Next expiry date
Safety Certificate Of Approval For Mining Product Approval No. J2010007	LWC40T (List of Components Referenced)	Current	April 2018
Safety Certificate Of Approval For Mining Product Approval No. J2010008	LWC50T (List of Components Referenced)	Current	April 2018
Safety Certificate Of Approval For Mining Product Approval No. J2010009	LWC55T (List of Components Referenced)	Current	April 2018
Safety Certificate Of Approval For Mining Product Approval No. J2013225	LWC50T-C9	Current	September 2018
Safety Certificate Of Approval For Mining Product Approval No. J2013227	LWC55T-C9	Current	September 2018
Safety Certificate Of Approval For Mining Product Approval No. J2013228	LWC80T-C9	Current	September 2018

Retained certifications from prior acquisitions:

Certification	Description	Status	Next expiry date
MDR 111341 TBS	Domino Myne Grader	Engine system - Expired*	n/a
		Brake system - Current	2021
MDR 081630 TBS	Domino PET	Engine system - Expired*	n/a
		Brake system - Current	2018
MDR 082385 TBS	Petito Mule	Brake system - Current	2018

Explosion protected electrical products previously manufactured by IME:

Certification	Product	Status	Next expiry date
ANZEx12.3008	Encapsulated Pressure Switch: 7-082492-700	Current	n/a
ANZ Ex 09-0037X	Explosion Protected Alternator:	Current	n/a

	GE0037X (7-083333-700)	certification	
IECEX ITA 130001X-00 Headlight / Enclosure Certificate	FlameProof headlight: <ul style="list-style-type: none"> • 7-082563-700 (Group 1 Enclosure) • 7-082890-700 (Group 2 Enclosure) 	Current certification	n/a
IECEX ITA 13.0030X	Electronic Warning Device: 7-082827-700	Current certification	n/a
ANZEx 08.3042	Speed Sender: GE02300	Current certification	n/a

Annexure B
Intellectual Property

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