

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5418709

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CASTECH SOLUTIONS PTY LTD	09/24/2018
DAXIT PTY LTD	09/24/2018
RECEIVING PARTY DATA	
Name:	WEARFORCE PTY LTD
Street Address:	533 ABERNETHY ROAD
City:	KEWDALE WA
State/Country:	AUSTRALIA
Postal Code:	6105
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15211775
CORRESPONDENCE DATA	
Fax Number:	(248)641-0270
<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:	248-641-1600
Email:	troydocketing@hdp.com
Correspondent Name:	PAUL A. KELLER
Address Line 1:	P.O. BOX 828
Address Line 2:	HARNES DICKEY & PIERCE P.L.C.
Address Line 4:	BLOOMFIELD HILLS, MICHIGAN 48327
ATTORNEY DOCKET NUMBER:	2340K-000411-US-RE
NAME OF SUBMITTER:	PAUL A. KELLER
SIGNATURE:	/pak/
DATE SIGNED:	03/13/2019
Total Attachments: 8	
source=Confirmatory_Deed#page1.tif	
source=Confirmatory_Deed#page2.tif	
source=Confirmatory_Deed#page3.tif	
source=Confirmatory_Deed#page4.tif	

source=Confirmatory_Deed#page5.tif
source=Confirmatory_Deed#page6.tif
source=Confirmatory_Deed#page7.tif
source=Confirmatory_Deed#page8.tif

CONFIRMATORY DEED
ASSIGNMENT OF INTELLECTUAL PROPERTY
Wearforce Pty Ltd
Castech Solutions Pty Ltd
Daxit Pty Ltd

WRAYS

1. DEFINITIONS AND INTERPRETATION.....	3
2. ASSIGNMENT.....	5
3. ASSISTANCE.....	5
4. FURTHER ACTION.....	5
5. COSTS.....	5
6. DELIVERY OF DOCUMENTS.....	5
7. VARIATION.....	6
8. SEVERABILITY.....	6
9. WAIVER.....	6
10. GOVERNING LAW.....	6
SCHEDULE.....	7

WFP	Name	Wearforce Pty Ltd
	Address	533 Abernethy Road KEWDALE WA 6105 ACN 104 409 038
CSP	Name	Castech Solutions Pty Ltd
	Address	PO Box 341 South Fremantle, Australia 6162 ACN 104 500 914
DXP	Name	Daxit Pty Ltd
	Address	32 Old Brickworks Road BYFORD WA 6122 ACN 110 078 450
Recitals	A	WFP, CSP and DXP are the owners of certain Intellectual Property.
	B	In confirmation of an earlier agreement dated 12 April 2018, CSP and DXP have agreed to sell and assign their interest in the Intellectual Property to WFP, and WFP has agreed to purchase CSP's and DXP's interest in the Intellectual Property. As a result of the assignment WFP are the sole owner of the Intellectual Property.

It is agreed

1. DEFINITIONS and INTERPRETATION

1.1 Definitions

In this Deed:

- (1) **Deed or Confirmatory Deed** means this deed including any schedules or annexures to it.

- (2) **Intellectual Property Rights** means the rights comprised in any patent, copyright, design, trade mark, eligible layout or similar right whether at common law or conferred by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets, know how or confidential information throughout the world for the full period of any such rights and all renewals and extensions thereof.
- (3) **IP Assets** means:
 - (a) Patents
- (4) **Patents** means the patents specified in the Schedule.
- (5) **Parties** means WFP, CSP, and DXP and **Party** means either of them.
- (6) **Territory** means the World.
- (7) **Schedule** means the schedule to this Deed.

1.2 Interpretation

- (1) Reference to:
 - (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns;
 - (e) a statute, regulation or provision of a statute or regulation (Statutory Provision) includes:
 - (i) that Statutory Provision as amended or re-enacted;
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - (iii) another regulation or other statutory instrument made or issued under that Statutory Provision; and
 - (f) money is to Australian dollars, unless otherwise stated.
- (2) Including and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

- (4) Headings and any table of contents or index are for convenience only and do not form part of this Confirmatory Deed or affect its interpretation.
- (5) A provision of this Confirmatory Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Confirmatory Deed or the inclusion of the provision in the Confirmatory Deed.
- (6) If an act must be done on a specified day which is not a business day, it must be done instead on the next business day.

2. ASSIGNMENT

In confirmation of the earlier agreement, CSP and DXP assign to WFP, encumbrance free:

- (1) the rights, title, interest and benefit throughout the Territory in all Intellectual Property Rights in respect of the IP Assets; and
- (2) the right to take any action that CSP and/or DXP have or may have against any person to recover damages, accounts of profit or other relief for any infringement or misuse of any Intellectual Property Rights in respect of any of the IP Assets including any such infringement or misuse prior to the date of this agreement.

3. ASSISTANCE

CSP and DXP must promptly do all things, as directed by WFP, necessary or desirable to ensure that the IP Assets are assigned to WFP.

4. FURTHER ACTION

CSP and DXP must, at the expense of WFP, do all acts and execute all documents necessary to transfer to WFP their title to the IP Assets.

5. COSTS

All fees, costs and expenses incurred in connection with enabling WFP to be recorded as the sole owner of the IP Assets are to be borne and paid by WFP.

6. DELIVERY OF DOCUMENTS

CSP and DXP must deliver up to WFP on request all available certificates of title, papers, and items in relation to all the rights agreed to be assigned pursuant to clause 2.

7. VARIATION

This Confirmatory Deed may not be varied except in writing signed by all of the parties.

8. SEVERABILITY

8.1 If anything in this Confirmatory Deed is unenforceable, illegal or void then it is severed and the rest of this Confirmatory Deed remains in force.

8.2 If anything in this Confirmatory Deed is unenforceable, illegal or void in one jurisdiction but not in another jurisdiction, it is severed only in respect of the operation of this Deed in the jurisdiction where it is unenforceable, illegal or void.

9. WAIVER

9.1 Failure or delay by a Party in exercising a right, power or remedy does not operate as a waiver of that right, power or remedy.

9.2 A single or partial exercise of a right, power or remedy by a Party does not preclude either its exercise in the future or the exercise of any other right, power or remedy by that Party.

10. GOVERNING LAW

10.1 The law of Western Australia governs this Confirmatory Deed.

10.2 The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia and the Federal Court of Australia.

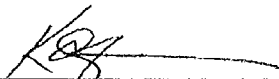
SCHEDULE

PATENTS

Official No.	Title	Status	Country	Filing Date
2008207519	Shroud Assembly	Registered	Australia	25 Aug 2008
8,776,408	Shroud Assembly	Registered	USA	25 Aug 2008
2,639,138	Shroud Assembly	Registered	Canada	25 Aug 2008

Executed as a Deed.

Executed by Wearforce Pty Ltd in
accordance with s 127 of the
Corporations Act 2001 by



Signature of Director/Company
Secretary

KEVIN JOHN CHAPMAN

Name of Director/Company Secretary
(BLOCK LETTERS)

3/10/2018

Date

Executed by Castech Solutions
Pty Ltd in accordance with s 127 of
the Corporations Act 2001 by



Signature of Director/Company
Secretary

Allen Vaughan

Name of Director/Company Secretary
(BLOCK LETTERS)

24/9/2018

Date

Executed by Daxit Pty Ltd in
accordance with s 127 of the
Corporations Act 2001 by



Signature of Director/Company
Secretary

IVAN SVENSON

Name of Director/Company Secretary
(BLOCK LETTERS)

24/09/2018

Date