

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5453023

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MARK EXLEY	12/02/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HYDROXSYS HOLDINGS LIMITED
<b>Street Address:</b>	24 BALFOUR ROAD, PARNELL
<b>City:</b>	AUCKLAND
<b>State/Country:</b>	NEW ZEALAND
<b>Postal Code:</b>	1052
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16338786
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)816-4100
<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>	
<b>Phone:</b>	703-816-4000
<b>Email:</b>	PTOMAIL@nixonvan.com
<b>Correspondent Name:</b>	GORDON P. KLANCNIK
<b>Address Line 1:</b>	NIXON & VANDERHYE, PC
<b>Address Line 2:</b>	901 NORTH GLEBE ROAD, 11TH FLOOR
<b>Address Line 4:</b>	ARLINGTON, VIRGINIA 22203
<b>ATTORNEY DOCKET NUMBER:</b>	GPK-5366-87
<b>NAME OF SUBMITTER:</b>	GORDON P. KLANCNIK
<b>SIGNATURE:</b>	/GORDON P. KLANCNIK/
<b>DATE SIGNED:</b>	04/02/2019
<b>Total Attachments: 4</b>	
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PATENT ASSIGNMENT

This Deed of Assignment dated 2<sup>nd</sup> of December 2016 is between:

- (1) Mark EXLEY, a New Zealand citizen of 11 Doxlar Place, Totara Heights, Auckland 2105 (Inventor); and
- (2) Hydroxsys Holdings Limited, a New Zealand Limited Company (NZCN 3881998) having its registered office at 24 Balfour Road, Parnell, Auckland 1052 ('Hydroxsys').

Background:

- A. The Inventor has been employed by Hydroxsys (NZ) Limited (NZCN 4650639) a wholly owned subsidiary of Hydroxsys.
- B. The Inventor has created the invention(s) described in the Patents during the term of this employment.
- C. The invention(s) are the sole property of Hydroxsys.

This Deed of Assignment witnesses as follows:

1 Definitions

In this Assignment, the following words shall have the following meanings:

- Parties            The Inventor and Hydroxsys.
- Party             Either one of the Parties.
- Patents           The application(s) and patents identified in the attached Schedule.

2 Assignment

- 2.1 *Assignment.* In consideration of the sum of \$1.00 (one New Zealand dollar) now paid by Hydroxsys to the Inventor, receipt of which is acknowledged, the Inventor hereby assigns and transfers to Hydroxsys absolutely all his right, title, and interest in and to the Patents, which assignment and transfer is hereby accepted by Hydroxsys.
- 2.2 *Assignment of priority right.* To the extent that any of the Patents generates a 'right of priority' and is within the 'period of priority' at the date of this Assignment, the Inventor hereby assigns to Hydroxsys such rights of priority. For the purposes of this Assignment, the expressions 'right of priority' and 'period of priority' have the meanings given to them in the Paris Convention for the Protection of Industrial Property, as amended from time to time, and shall be understood as including any equivalent expressions in any national or supra-national legislation that gives effect to that Convention.
- 2.3 *Further details of assignment.* The assignment effected by this Clause 2 shall include, without limitation, the assignment and transfer of:
  - (a) all patents and other intellectual property rights that may be granted pursuant to the Patents, as well as all patents or other intellectual property rights that may derive priority from or have equivalent claims to or be based upon any of the Patents in any country of the world (including continuations, continuations-in-part, divisionals, reissues, re-examinations, supplementary protection certificates, term adjustments and term extensions), and the Patents

shall be deemed to include all such items of intellectual property right;

- (b) the right to apply for and obtain any patent included in the Patents;
- (c) the right to abandon or withdraw any application or patent included in the Patents; and
- (d) all rights of action, powers, and benefits arising from ownership of the Patents, 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 Assignment.

2.4 *Further assurances.* The Inventor shall execute such documents and give such assistance as Hydroxsys may reasonably require:

- (a) to secure the vesting in Hydroxsys of all rights in the Patents;
- (b) to uphold the rights of Hydroxsys in the Patents;
- (c) to defend any challenge to the validity of, and resolve any questions concerning, the Patents;
- (d) to enable Hydroxsys or its nominee to enjoy the full benefit of the property and rights assigned in this Assignment and to enjoy the exclusive benefit of any extension or further grant of patents vested in Hydroxsys by virtue of this Assignment; and
- (e) to apply for and endeavour to assist in the obtaining of other patents or other similar protection to the Patents, the inventions disclosed therein, and any improvements in them in any country or region of the world.

2.5 *Registration of assignment.* Hydroxsys is entitled to notify on behalf of the Inventor the Assignment contemplated herein to the relevant intellectual property offices and registers, the costs whereof will be borne by Hydroxsys.

### 3 General

- 3.1 *Interpretation.* Except where otherwise stated, any reference in this Assignment to a Clause or a Schedule is to a Clause of or a Schedule to this Assignment. The provisions of the Schedule shall form part of this Assignment as if set out here. The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Assignment.
- 3.2 *No time limit.* The rights of Hydroxsys and obligations of the Inventor under Clauses 2.3 and 2.4 shall continue in force without limit of time.
- 3.3 *Governing law and jurisdiction.* The validity, construction and performance of this Assignment shall be governed by New Zealand law. Any dispute arising under or in connection with this Assignment shall be subject to the exclusive jurisdiction of the New Zealand courts, to which the Parties submit. Any questions concerning the validity of any intellectual property right shall be subject to the law and jurisdiction of the country in which such intellectual property right exists.
- 3.4 *Third parties.* This Assignment does not create any right enforceable by any person who is not a party to it.

Executed as a Deed by the Parties:

Executed and delivered as a Deed by Mark EXLEY in the presence of:

MA Exley  
Signature of Inventor

[Signature]  
Signature of Witness

Mark G Hartstone  
Name (printed)

CEO  
Occupation

439A Riddell Rd  
Address Glendowie, AKD

Executed and delivered as a Deed by Hydroxsys Holdings Limited in the presence of:

[Signature]  
Signature of Director

Mark P Taylor  
Name (printed)

[Signature]  
Signature of Witness

M.G. Hartstone  
Name (printed)

CEO  
Occupation

439A Riddell Rd  
Address Glendowie AKD

Signature of second Director (if required)

Name (printed)

Signature of Witness

Name (printed)

Occupation

Address

THE LAST PARTY TO SIGN IS TO ENTER THE DATE AT THE HEAD OF THE FIRST PAGE

[Signature]

SCHEDULE

Title	Country	Filing date	Serial number of application
Modified polyolefin substrates	AU	19 September 2014	2014903737
Membrane	AU	24 December 2014	2014905278
Modified polyolefin substrates	WO	21 September 2015	PCT/NZ2015/050158
Membrane	AU	1 October 2015	2015904006
Asymmetric composite membranes and modified substrates used in their preparation	WO	28 December 2015	PCT/IB2015/060001
Membrane	AU	1 September 2016	2016903504
Membrane	WO	3 October 2016	PCT/IB2016/055899