505451461 04/29/2019

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
OCEANLINX LIMITED	02/12/2015

RECEIVING PARTY DATA

Name:	WAVE POWER RENEWABLES LIMITED	
Street Address:	UNIT 5, 27/F, RICHMOND COMERCIAL BUILDING, 109 ARGYLE STREET	
City:	MONGKOK, KOWLOON	
State/Country:	HONG KONG	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	10161379

CORRESPONDENCE DATA

Fax Number: (678)267-3584

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.

Phone: 6785214060

Email: brad@croselaw.com
Correspondent Name: BRADLEY D CROSE

Address Line 1:112 NORTHBROOKE TRACEAddress Line 4:WOODSTOCK, GEORGIA 30188

ATTORNEY DOCKET NUMBER:	P170358
NAME OF SUBMITTER:	BRADLEY D. CROSE
SIGNATURE:	/Bradley D. Crose/
DATE SIGNED:	04/29/2019

Total Attachments: 5

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> PATENT REEL: 049026 FRAME: 0725

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ASSIGNMENT OF IP RIGHTS

THIS DEED is made on 12 FEBRUARY 2015

BETWEEN

- Oceanlinx Limited (in liquidation)(receivers and managers appointed) ACN 077 104 404 of c/- Deloitte Touche Tohmatsu, Grosvenor Place, Level 2, 225 George Street, New South Wales 2000, Australia (formerly of Suite 1 02 Tower A, Level 1, 112-118 Talavera Road, Macquarie Park, New South Wales 2113, Australia) (the Assignor)
- Wave Power Renewables Limited (Company number 2063597) of Unit 5, 27/F,
 Richmond Commercial Building, 109 Argyle Street, Mongkok, Kowloon, Hong Kong (the Assignee)

BACKGROUND

- A. The Assignor is the owner of the patent applications listed in item 1 of the Schedule to this Deed (the **Patents**) and the trade mark listed in item 2 of the Schedule to this Deed (the **Trade Mark**).
- B. The Assignor has assigned to the Assignee all the Assignor's right, title and interest in and to the Patents and the Trade Mark with effect on and from 25 November 2014 (the **Effective Date**).
- C. Vaughan Neil Strawbridge and Jason Mark Tracely (the Liquidators) are signing this Deed solely in their capacity as joint and several liquidators of the Assignor to give effect to the transaction that the Liquidators entered into on behalf of the Assignor on the Effective Date in their capacity as voluntary administrators of the Assignor.

OPERATIVE PROVISIONS

- The Assignor hereby confirms the assignment to the Assignee of, and the Assignee accepts absolutely, on and from the Effective Date:
 - (a) the entire right, title and interest in and to the Patents without geographical limit including the benefit of all priority rights and the right to file further applications based on the Patents such as but not limited to divisional, continuation and continuation-in-part applications, national phase applications, patents of addition and utility applications;
 - (b) all rights to register and otherwise exploit the Patents including all corresponding rights obtainable in respect of the inventions that are described and/or claimed in the Patents; and
 - (c) all rights, powers, liberties and immunities arising from any rights granted in relation to the Patents including the right to sue for and obtain injunctive relief, damages and all other remedies in respect of any infringement of the assigned rights which may have occurred prior to or after the date of the assignment or this Deed.
- 2. The Assignor hereby confirms the assignment to the Assignee of, and the Assignee accepts absolutely, on and from the Effective Date:

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- (a) the entire right, title and interest in and to the Trade Mark; and
- (b) all rights, powers, liberties and immunities arising from any rights granted in relation to the Trade Mark including the right to sue for and obtain injunctive relief, damages and all other remedies in respect of any infringement of the assigned rights which may have occurred prior to or after the date of the assignment or this Deed.
- The Assignor agrees to use reasonable endeavours to effect the transfer or assignment of the right, title and interest of the Assignee to the Patents and Trade Mark.
- 4. The Assignee agrees and acknowledges that:
 - (a) All references to the Liquidators in this Deed are references to the Liquidators in their capacity as liquidators of the Assignor.
 - (b) that:
 - the Assignee is contracting with Assignor for the purpose of dealing with the Patents and the Trade Marks under this Deed and not the Liquidators;
 - (ii) by entering into this Deed, the Liquidators are acting not in a personal capacity but as Liquidators of the Assignor.
- 5. For the avoidance of doubt, the Assignee agrees that in connection with the negotiation, execution and completion of this Deed, to the maximum extent permitted by law:
 - (a) the Liquidators are not personally liable under:
 - (i) this Deed;
 - (ii) the transactions contemplated by this Deed;
 - (iii) any act, matter or thing arising out of or in connection with this Deed;or
 - (iv) under any other deed, instrument or document entered into, under or in connection with this Deed;
 - (b) any loss, claim, damage or penalty the Assignee may have resulting from a breach of an implied or express term of this Deed or in connection with the Patents or Trade Marks, or both, must be made solely against the Assignor;
 - (c) the Assignee releases the Liquidators from liability to the Assignee for any loss, claim, damage or penalty on any ground in connection with this Deed, the Patents and/or the Trade Marks under any other deed, instrument or document entered into, under or in connection with this Deed; and
 - (d) each Liquidator is entitled to enforce his or her rights under this Deed independently of each other Liquidator.
- 6. The parties agree and acknowledge that:
 - (a) on 21 March 2014, the Assignor was placed into voluntary administration pursuant to section 436A of the Corporations Act 2001 (Cth);

- on 26 March 2014, the Liquidators replaced the previously appointed voluntary administrators appointed to the Assignor and the Liquidators were appointed jointly and severally as administrators of the Assignor;
- on 25 November 2014, the Assignor and the Assignee entered into an Asset Sale Deed dated 25 November 2014 (the Asset Sale Deed):
- (d) the Liquidators executed the Asset Sale Deed on behalf of the Assignor in their capacity as administrators of the Assignor as they were at the time:
- (e) on 17 December 2014, the Assignor was placed into liquidation and the Liquidators appointed as liquidators of the Assignor;
- (f) any reference to the Liquidators in this Deed also includes the Liquidators in their capacity as administrators of the Assignor at the relevant times.
- 7. This Deed is governed by and must be construed in accordance with the laws of New South Wales, Australia.

SCHEDULE

Item 1 - Patents

Title	Jurisdiction	Filing Date
Improvements in ocean	Australia	31 August 2009
wave energy extraction		
Improvements in turbines	Australia	3 December
		2010
	Australia	24 December
-		2010
		21 October 2011
	Canada	31 August 2009
Improvements in turbines	Canada	3 December
		2010
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	Canada	24 December
		2010
· · · · · · · · · · · · · · · · · · ·	Conodo	21 October 2011
•	•	31 August 2009
wave energy extraction		
Improvements in turbines		3 December
improvements in turbines		2010
		2010
Wave energy extraction	Offilia	
	People's	24 December
		2010
	•	2010
	Othing	
	People's	21 October 2011
	Improvements in ocean wave energy extraction	Improvements in ocean wave energy extraction Improvements in turbines Wave energy extraction system using an oscillating water column attached to the columns of an offshore platform Turbine rotor assembly Improvements in ocean wave energy extraction Improvements in turbines Wave energy extraction system using an oscillating water column attached to the columns of an offshore platform Turbine rotor assembly Improvements in ocean wave energy extraction system using an oscillating water column attached to the columns of an offshore platform Turbine rotor assembly Improvements in ocean wave energy extraction System using an oscillating water column attached to the columns of an offshore platform Australia Australia Australia Canada Canada Canada Canada People's Republic of China People's Republic of China

		Republic of China	
09809127.5	Improvements in ocean wave energy extraction	Europe	31 August 2009
10834105.8	Improvements in turbines	Europe	3 December 2010
10838435.5	Wave energy extraction system using an oscillating water column attached to the columns of an offshore platform	Europe	24 December 2010
11833628.8	Turbine rotor assembly	Europe	21 October 2011
2011-524140	Improvements in ocean wave energy extraction	Japan	31 August 2009
2013-541147	Improvements in turbines	Japan	3 December 2010
2012-545022	Wave energy extraction system using an oscillating water column attached to the columns of an offshore platform	Japan	24 December 2010
2013-534126	Turbine rotor assembly	Japan	21 October 2011
591329	Improvements in ocean wave energy extraction	New Zealand	31 August 2009
611378	Improvements in turbines	New Zealand	3 December 2010
609330	Turbine rotor assembly	New Zealand	21 October 2011
13/061697	Improvements in ocean wave energy extraction	United States of America	31 August 2009
13/991241	Improvements in turbines	United States of America	3 December 2010
13/518734	Wave energy extraction system using an oscillating water column attached to the columns of an offshore platform	United States of America	24 December 2010
13/880910	Turbine rotor assembly	United States of America	21 October 2011
PCT/AU2014/000984	Coastal Protection and Wave Energy Generation System	Patent Co- Operation Treaty	16 October 2014

Item 2 - Trade Mark

Official no.	Trade Mark	Jurisdiction	Filing Date
1175633	OCEANLINX	Australia	9 May 2007

EXECUTED AS A DEED

Executed by Vaughan Neil Strawbridge and Jason Mark Tracy as joint and several liquidators of Oceanlinx Limited (in liquidation)(receivers and managers appointed) ACN 077 104 404 in the presence of:	
Signature of Witness DEAN (OGROSKE Name of Witness (2 Gebroan) 2015 Date	Signature of Vaughan Neil Strawbridge 2 Pebrock 2015 Date Signature of Jason Mark Tracy 4 Pebrock 2015 Date
Executed for an on behalf of Wave Power Renewables Limited (Company) number 2063597) by its sole director) and authorised representative Caroline) Chen in the presence of:)
Signature of Witness	Signature Caroline Chen
Mame of Witness 12 February 2015 Date	12 February 2015 Date