

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5513079

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LIAM PATRICK ELLIS	07/22/2004
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SURGIBIT IP HOLDINGS PTY LIMITED
<b>Street Address:</b>	13 LANCASTER CRESCENT
<b>City:</b>	COLLORAY, NSW
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	2097
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16406631
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)775-8100
<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>	312-775-8000
<b>Email:</b>	mhmpto@mcandrews-ip.com
<b>Correspondent Name:</b>	MCANDREWS HELD & MALLOY, LTD
<b>Address Line 1:</b>	500 WEST MADISON STREET
<b>Address Line 2:</b>	SUITE 3400
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661
<b>ATTORNEY DOCKET NUMBER:</b>	19777US07
<b>NAME OF SUBMITTER:</b>	KIRK A. VANDER LEEST
<b>SIGNATURE:</b>	/Kirk A. Vander Leest/
<b>DATE SIGNED:</b>	05/08/2019
<b>Total Attachments: 14</b>	
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LAWYERS

**DEED OF ASSIGNMENT**

**Liam Ellis**  
**Surgibit IP Holdings Pty Limited**

## CONTENTS

1. DICTIONARY	2
2. ASSIGNMENT	2
3. WARRANTIES	3
4. PERFORMANCE	4
5. VALIDITY OR OWNERSHIP OF TECHNOLOGY	5
6. TAX, COSTS AND EXPENSES	5
7. GENERAL	6

## ATTACHMENT A DICTIONARY

## DATED

## PARTIES

1. **LIAM ELLIS** of 1 Griffiths Street, Fairlight, NSW 2094 (**Assignor**)
2. **SURGIBIT IP HOLDINGS PTY LIMITED** of 1 Griffiths Street, Fairlight, NSW 2094 (**Assignee**)

## BACKGROUND

- A. The Assignor has invented the Technology, and certain rights to and interest in the Technology are thereby vested in the Assignor.
- B. The Assignor may be involved in the further development or modifications of the Technology or may otherwise become entitled to further rights in relation to the Technology.
- C. The Assignor now wishes to assign to the Assignee the whole of the Assignor's present and future interest in the Technology, including all rights that may be vested in the Assignor through its own efforts and all rights to which it may become entitled in the future.

## THE PARTIES AGREE

### 1. DICTIONARY

The Dictionary in Attachment A:

- (a) defines some of the terms used in this deed; and
- (b) sets out the rules of interpretation which apply to this deed.

### 2. ASSIGNMENT

#### 2.1 Assignment of Technology

The Assignor assigns to the Assignee and the Assignee accepts the assignment of, to the extent to which it has not previously been assigned:

- (a) all right, title and interest in and to the Technology and Assigned Intellectual Property Rights;
- (b) all rights, claims, demands, causes of action, rights of action past, present and future arising out of or under the Technology and Assigned Intellectual Property Rights; and
- (c) all accrued rights and causes of action for past infringements, all rights to damages and all other relief in respect of such past infringements, and the right to sue for and recover and retain the same for the Assignee's own use and benefit and the right to prosecute and continue all existing actions and suits for infringement of the Technology and Assigned Intellectual Property Rights for the sole use and benefit of the Assignee.

## 2.2 Payment of consideration

The Assignor acknowledges receipt of the sum of \$100 from the Assignee as consideration for the assignment.

## 3. WARRANTIES

### 3.1 Warranty

The Assignor warrants, to the extent of its contribution to the Technology, that:

- (a) it has authority to enter into this deed and to make the assignment in clause 2;
- (b) it is not aware of any infringement by the Technology or the Assigned Intellectual Property Rights of the rights of any third party or of any claim that the Technology or the Assigned Intellectual Property Rights infringes any person's intellectual property rights;
- (c) it has not assigned or otherwise transferred Assigned Intellectual Property Rights to any person or entity; and
- (d) the Technology is not subject to any mortgage, pledge, lien, charge or other encumbrance.

### 3.2 Further Developments

- (a) The Assignor agrees that all right, title and interest in and to the Intellectual Property Rights in any Improvements to the Technology conducted by or contributed to by the Assignor will vest in the Assignee (or its nominee) on creation.
- (b) The Assignor must promptly notify the Assignee of any Improvements to the Technology conducted by or contributed to by the Assignor.

### 3.3 Indemnity

The Assignor indemnifies the Assignee against any claim, loss, liability, cost or expense which the Assignee pays or is liable for arising directly or indirectly from:

- (a) a warranty being false or misleading when made or regarded as made under this deed; or
- (b) a breach of this deed by the Assignor,

provided that any such claim, loss, liability, cost or expense arises from an adverse final judgement or settlement approved by the Assignor.

## 4. PERFORMANCE

### 4.1 Further assurances

- (a) The Assignor agrees, at the Assignee's request, to execute all documents, forms and authorisations, depose to or swear all declarations and affidavits, and provide all relevant evidence which is reasonably necessary or desirable for otherwise assuring the interest of the Assignee in the rights assigned under this deed.
- (b) The Assignee agrees to reimburse the Assignor, within 14 days of a written request being made, for any costs reasonably incurred by the Assignor while performing its obligations under paragraph (a).

#### 4.2 Default by the Assignor

The Assignor appoints the Assignee or its nominee as the agent of the Assignor to perform the obligations of the Assignor under clause 4.1 (**Further Assurances**) should the Assignor fail to perform such obligations.

#### 5. VALIDITY OR OWNERSHIP OF TECHNOLOGY

- (a) If any person directly or indirectly challenges the validity or ownership of the Assigned Intellectual Property Rights in any proceeding or otherwise, the Assignor agrees, at the Assignee's request, to give all reasonable assistance in relation to that challenge provided that any costs, charges and expenses in relation to the challenge are borne by the Assignee.
- (b) The Assignor must not, and must not facilitate or assist any other person to:
  - (i) challenge the validity of the assignment given by the Assignor under this deed;
  - (ii) challenge the Assignor's ownership of the Technology, or its rights to use, license or otherwise deal with the Technology; or
  - (iii) use the Technology other than pursuant to a licence granted by the Assignee.

#### 6. TAX, COSTS AND EXPENSES

##### 6.1 Tax

The Assignee must pay any Tax which arises from the execution, delivery and performance of this deed and each agreement or document entered into or signed under this deed.

##### 6.2 Costs and expenses

The Assignee must pay the Assignor's reasonable costs and expenses of negotiating, preparing, signing, delivering or registering this deed and any other agreement or document entered into or signed under this deed.



7. GENERAL

7.1 Notices

(a) A notice or other communication given under this deed including, but not limited to, a request, demand, consent or approval, to or by a party to this deed:

- (i) must be in legible writing and in English;
- (ii) must be addressed to the addressee at the address or facsimile number set out below or to any other address or facsimile number a party notifies to the other under this clause:

A. if to the Assignee:

Address: 1 Griffiths Street  
Fairlight NSW 2094  
Attention: Liam Ellis  
Facsimile: (02) 9400 2612

B. if to the Assignor:

Address: 1 Griffiths Street  
Fairlight NSW 2094  
Attention: Liam Ellis / Scott Wilson  
Facsimile: (02) 9400 2612 / (02) 9389 6226

- (iii) must be signed by an officer or under the common seal of a sender which is a Company; and
- (iv) is deemed to be received by the addressee in accordance with paragraph (b).

(b) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice is deemed to be received:

- (i) if sent by hand, when delivered to the addressee; or

- (ii) if by facsimile transmission, on receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.

- (c) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 2 hours after the transmission is received or regarded as received under paragraph (b)(ii) and informs the sender that it is not legible.
- (d) In this clause, a reference to an addressee includes a reference to an addressee's officers, agents or employees or a person reasonably believed by the sender to be an officer, agent or employee of the addressee.

#### **7.2 Governing law**

This deed is governed by the law of the state of New South Wales, Australia.

#### **7.3 Jurisdiction**

Each party irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales;
- (b) agrees that a document required to be served in proceedings about this agreement may be served:
  - (i) under clause 7.1;
  - (ii) in any other way permitted by law.

#### **7.4 Invalidity**

- (a) If a provision of this deed or a right or remedy of a party under this deed is invalid or unenforceable in a particular jurisdiction:

- (i) it is read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and
  - (ii) it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.
- (b) This clause is not limited by any other provision of this deed in relation to severability, prohibition or enforceability.

#### **7.5 Amendments and Waivers**

- (a) This deed may be amended only by a written document signed by the parties.
- (b) A waiver of a provision of this deed or a right or remedy arising under this deed, including this clause, must be in writing and signed by the party granting the waiver.
- (c) A single or partial exercise of a right does not preclude a further exercise of that right or the exercise of another right.
- (d) Failure by a party to exercise a right or delay in exercising that right does not prevent its exercise or operate as a waiver.
- (e) A waiver is only effective in the specific instance and for the specific purpose for which it is given.

#### **7.6 Cumulative Rights**

The rights and remedies of a party under this deed do not exclude any other right or remedy provided by law.

#### **7.7 Non-merger**

No provision of this deed, including the warranties given under clause 3 (**Warranties**) merges on execution or termination of this deed.

**7.8 Third Party Rights**

Only the Assignor and the Assignee have or are intended to have a right or remedy under this deed or obtain a benefit under it.

**7.9 Entire agreement**

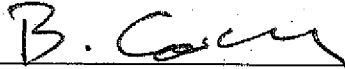
This deed supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties.

**7.10 Counterparts**

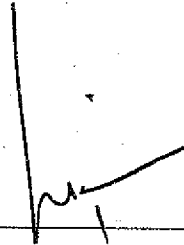
This deed may be signed in any number of counterparts and all those counterparts together make one instrument.

SIGNED as a deed.

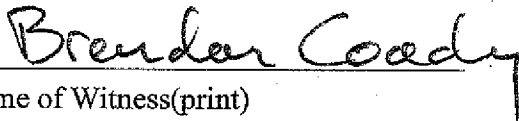
SIGNED by Liam Ellis:



Signature of Witness

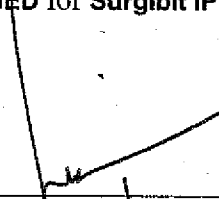


Signature of Liam Ellis



Name of Witness(print)

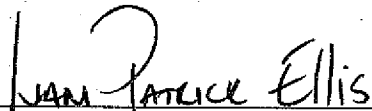
SIGNED for Surgibit IP Holdings Pty Ltd by:



Signature of Director



Signature of Director/Secretary



Name of Director (print)



Name of Director/Secretary (print)

**ATTACHMENT A**

**DICTIONARY  
(CLAUSE 1)**

**Part 1**

In the deed:

**Affiliate** means, in relation to a party, a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, that party.

**Assigned Intellectual Property Rights** means all Intellectual Property Rights in the Technology, including but not limited to, the items detailed in Schedule 1.

**Improvements** means in relation to any given technology, any adaptations, derivations, enhancements, improvements or developments based on, or derived from, such technology.

**Intellectual Property Rights** means any intellectual or industrial property rights of any kind, whether registered or unregistered, including common law rights, including, but not limited to, rights and interests in respect of or in connection with:

- (a) discoveries, inventions, processes and manners of manufacture;
- (b) patent rights, copyright, design rights, trade marks and trade secrets;
- (c) related information including 'know how' and 'show how'; and
- (d) any licence or other application or right to use, or grant the use of or apply for registration of, any of the rights referred to in paragraphs (a) and (b)

whether or not now existing, and includes all such rights acquired during the term of this agreement.

**Tax** means a tax, levy, charge, impost, fee, deduction, withholding or duty of any nature, including, without limitation, any goods and services tax (including GST), stamp and

transaction duty which is imposed or collected by a government agency, but not including any tax based on income, or any capital gains tax.

**Technology** means the drill bit design and method of manufacture of drill bits for use in a variety of applications including for use as a surgical cutting tool which is the subject of Patent Application Number PCT/AU03/01003 and includes all Improvements thereof.

## Part 2

- (a) In the deed unless the context otherwise requires:
- (i) words importing the singular include the plural and vice versa;
  - (ii) words which are gender neutral or gender specific include each gender;
  - (iii) other parts of speech and grammatical forms of a word or phrase defined in the agreement have a corresponding meaning;
  - (iv) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a Government Agency;
  - (v) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing;
  - (vi) a reference to a clause, party, schedule or attachment is a reference to a clause of the agreement, and a party, schedule or attachment to, the agreement and a reference to the agreement includes a schedule and attachment to the agreement;
  - (vii) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law judgment, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, consolidated or replaced;
  - (viii) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;

- (ix) a reference to a party to a document includes that party's successors and permitted assigns;
  - (x) an agreement on the part of two or more persons binds them jointly and severally; and
  - (xi) a reference to an agreement, other than the agreement, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing.
- (b) Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.
  - (c) Headings are for convenience only and do not affect the interpretation of the agreement.
  - (d) The agreement may not be construed adversely to a party just because that party prepared it.
  - (e) A term or expression starting with a capital letter:
    - (i) which is defined in this Dictionary, has the meaning given to it in this Dictionary;
    - (ii) which is defined in the *Corporations Act 2001* (Cth), but is not defined in this Dictionary, has the same meaning as in the *Corporations Act 2001* (Cth).