

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5575505

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEVEN OWEN MCCABE	11/08/2016
JONATHAN BRERETON SCOTT	09/07/2016
RECEIVING PARTY DATA	
Name:	THE UNIVERSITY OF WAIKATO
Street Address:	B BLOCK, UNIVERSITY OF WAIKATO
Internal Address:	GATE 5, HILLCREST ROAD
City:	HILLCREST, HAMILTON
State/Country:	NEW ZEALAND
Postal Code:	3216
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15775243
CORRESPONDENCE DATA	
Fax Number:	(703)997-4905
<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:	7039170000
Email:	sjerome@mh2law.com
Correspondent Name:	MH2 TECHNOLOGY LAW GROUP LLP
Address Line 1:	1951 KIDWELL DRIVE
Address Line 2:	SUITE 310
Address Line 4:	TYSONS CORNER, VIRGINIA 22182
ATTORNEY DOCKET NUMBER:	0330.0001
NAME OF SUBMITTER:	SUSANNE JEROME
SIGNATURE:	/Susanne Jerome/
DATE SIGNED:	06/17/2019
Total Attachments: 24	
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**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY**

between

STEVEN OWEN McCABE

and

THE UNIVERSITY OF WAIKATO

DEED dated

8 - Nov - 2016

2016

PARTIES

- (1) STEVEN OWEN McCABE (Assignor)
- (2) THE UNIVERSITY OF WAIKATO (Assignee)

BACKGROUND

- A. The Assignor was a student studying with Assignee and jointly developed the Invention and the associated Intellectual Property Rights in the course of those studies.
- B. The Assignor is the owner of his interest in and to the Invention and the associated Intellectual Property Rights.
- C. The Assignor agrees to assign to the Assignee, and the Assignee accepts the assignment of, the Invention and the Intellectual Property Rights on the terms and conditions of this Deed.

AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this Deed unless the context otherwise requires:

Business Day means any day of the year other than a Saturday, a Sunday, a New Zealand public holiday or provincial anniversary day in Hamilton;

Confidential Information means all know-how, financial information and any other commercially valuable or sensitive information in whatever form, including inventions (whether or not reduced to practice), trade secrets, ingredients, formulae, graphs, tests, procedures, systems, apparatus, drawings, commercial and/or biological materials, samples, devices, models and any other materials or information of whatever description held by a party which has been or will in the future be disclosed by that party (**Discloser**) to another party (**Recipient**) that:

- (a) the Discloser specifies as confidential;
- (b) is of a class a reasonable person would regard as confidential; or
- (c) in the circumstances the Recipient ought to regard as confidential;

Copyright means the property rights which exist in any Copyright Work;

Copyright Work means:

- (a) a work of any of the types described in Section 14 of the New Zealand Copyright Act 1994; and/or
- (b) a work in which copyright exists,

which relate to the Invention;

Deed means this deed of assignment of intellectual property rights, including the Background and any Schedules annexed to it;

Effective Date means the date of 16 November 2015;

Intellectual Property Rights means all intellectual property rights and industrial property rights developed by the Assignor as at the Effective Date and associated with the Invention as set out in Schedule 1 including (without limitation):

- (a) the documented trade secrets and documented know-how, being technical and other information or experience or trade secrets;
- (b) the Copyright Works and Technical Information in those things set out in Schedule 1;
- (c) the Patents and Patent Rights and applications for patents in those things set out in Schedule 1; and
- (d) any other intellectual property or proprietary rights in those things set out in Schedule 1 to the extent owned by the Assignor and required to use or exploit any of the rights set out above;

Invention means the implant conductor assembly which includes an electrode filar and a conductive "decoy", wherein the decoy minimises the induction of radio frequency currents within the implant conductor electrode filar;

Patent Rights means any patent or patent application, including:

- (a) all substitutions, divisions, continuations, continuations-in-part and requests for continued examination of any of the foregoing;
- (b) all patents issued from any of those patent applications;
- (c) all reissues, renewals, registrations, confirmations, re-examinations, extensions, and supplementary protection certificates of any of the foregoing; and
- (d) all foreign equivalents of any of the foregoing;

Patents means the patents and patent applications as set out in Schedule 1; and

Technical Information means all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the Intellectual Property Rights and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.

1.2 Interpretation

Unless the context otherwise requires:

- (a) a reference to a clause is a reference to a clause of this Deed;
- (b) a reference to an appendix or schedule is a reference to an appendix or schedule to this Deed;
- (c) a gender includes each other gender;
- (d) the singular includes the plural and vice versa;
- (e) a reference to a "party" is a reference to a party to this Deed and includes a reference to that party's successors in title, permitted assignees and transferees (if any);
- (f) a reference to "writing" includes email;
- (g) whenever the words includes or including are used in this Deed, they are deemed to be followed by the words "without limitation";
- (h) a reference to any legislation, policy or standard includes a modification of that legislation, policy or standard or, in the case of legislation, legislation enacted in substitution for that legislation and a regulation, order-in-council and other instrument from time to time issued or made under that legislation;
- (i) headings to clauses in this Deed and the table of contents are included for the purpose of ease of reference only and are not to have any effect on construction and interpretation;
- (j) a reference to a day, other than a business day, is a reference to any calendar day of the year;
- (k) a reference to any time is a reference to New Zealand time; and
- (l) a reference to a day, other than a Business Day, is a reference to any calendar day of the year.

2. ASSIGNMENT

2.1 Assignment

With effect from the Effective Date the Assignor assigns transfers and sets over to the Assignee, absolutely:

- (a) his entire right, title, interest and benefit in and to the Intellectual Property Rights (including all common law rights connected with the Intellectual Property Rights) in perpetuity and free from any security interests or encumbrances whatsoever;
- (b) all rights of the Assignor, if any, to lodge any applications for industrial or intellectual property protection in any jurisdiction in respect of the Intellectual Property Rights and any modifications, developments or improvements to those Intellectual Property Rights; and
- (c) all rights and entitlements of the Assignor to take action and recover any

damages or other legal remedies available to the Assignor for any infringement of the Intellectual Property Rights, whether or not such infringement or breach took place prior to the date of this Deed.

2.2 Acknowledgement

The Assignor acknowledges that the Assignee has entered into this Deed in reliance upon the Assignor's warranties as set out in clause 4.

3. ASSIGNOR'S OBLIGATIONS

3.1 Undertakings

The Assignor undertakes to do any and all acts and to execute any and all documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the Assignee:

- (a) for vesting absolutely all the right, title and interest in and to the Intellectual Property Rights in favour of the Assignee;
- (b) for conferring on the Assignee the right to take action against any third party who copies or infringes the Intellectual Property Rights;
- (c) to protect, perfect or enforce any of the rights, privileges and entitlements granted or promised to the Assignee by this Deed; and
- (d) to enable the Assignee to pursue or prosecute any application in respect of the Intellectual Property Rights to register in favour of the Assignee or such other party as the Assignee may direct.

3.2 Further Details

The Assignor will, at the request of the Assignee, and to the extent outstanding, furnish the Assignee with full details of and relating to the Intellectual Property Rights (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the Intellectual Property Rights.

3.3 Confidentiality

The Assignor agrees to treat as confidential all Confidential Information relating to the Intellectual Property Rights and will not use, disclose or publish that Confidential Information without the express prior written consent of the Assignee.

3.4 Infringement Proceedings

The Assignor undertakes to join in or lend his name to bringing any proceedings for infringement of any Intellectual Property Rights (which the Assignee may require to be brought against any Third Party anywhere in the world) including the provision of information and the doing of all acts and things as the Assignee may reasonably request of the Assignor so as to enable the Assignee to conduct in the Assignor's or the Assignee's name, such proceedings. The Assignee will indemnify the Assignor for any and all liabilities, costs (including full costs between solicitor and client), costs

orders, claims and demands, incurred by the Assignor arising out of or incidental to complying with the requirements of this clause 3.4 except to the extent those liabilities, costs, costs orders, claims and demands arise out of circumstances that are a breach of clause 4.1.

3.5 Authorisations

The Assignor authorises the filing of this Deed with the relevant copyright, patent or other Intellectual Property Rights registries anywhere in the world by agents appointed by the Assignee.

3.6 Appointment as Attorney

As security for the performance by the Assignor of his obligations under this Deed, if the Assignor fails following 10 Business Days' notice from the Assignee to perform any act or execute any document referred to in this clause 3:

- (a) the Assignee will have the right to do so in the place and stead of the Assignor as the lawfully appointed attorney of the Assignor and the Assignor undertakes to confirm and ratify and be bound by any and all of the actions of the Assignee pursuant to this clause 3.6 and such authority and appointment will take effect as an irrevocable appointment; and
- (b) the Assignor will procure that the Assignee will have the right to do so in the place and stead of the relevant third party as the lawfully appointed attorney of the relevant third party and the Assignor undertakes to procure that the relevant third party confirms and ratifies and be bound by any and all of the actions of the Assignee pursuant to this clause 3.6.

4. ASSIGNOR'S WARRANTIES AND ASSURANCES

4.1 The Assignor represents and warrants as of the Effective Date that:

- (a) the Assignor has the right to assign the Assignor's interests in and to the Intellectual Property Rights, and the Intellectual Property Rights are all of the Assignor's rights and interest relating to the Invention;
- (b) the Assignor has the right to assign the Assignor's interests in and to the Intellectual Property Rights;
- (c) there are no encumbrances or other matters affecting the Assignor's capacity to assign the Intellectual Property Rights to the Assignee free of any encumbrances or interests;
- (d) to the extent that any rights, title and interests in the Intellectual Property Rights (or any part thereof) may remain or become vested in the Assignor or a third party notwithstanding clause 2.1, the Assignor irrevocably assigns, transfers and conveys and/or undertakes to procure that such third party irrevocably assigns, transfers and conveys, absolutely and unconditionally, to the Assignee, the rights, title and interests in and to the Intellectual Property Rights by way of deed in a form substantially similar to this Deed;

- (e) the Assignor retains no rights, licences or entitlements to use the Intellectual Property Rights or any part thereof and will promptly cease all use of the Intellectual Property Rights, in any way, shape or form, save for any use expressly authorised by the Assignee;
- (f) the Assignee will be entitled to actively market, promote, exercise and exploit any and all of the Intellectual Property Rights assigned to the Assignee in the exercise of its absolute discretion without restrictions of any kind and the Assignor, undertakes not to take any action or enter into any agreements which may adversely affect the marketing, promotion, exercise and/or exploitation of the Intellectual Property Rights assigned to the Assignee hereunder, conflict with this Deed or frustrate the ability of the Assignee to fully exploit such Intellectual Property Rights; and
- (g) the Assignor must not at any time or in any way, whether directly or indirectly:
 - (i) question or dispute the Assignee's ownership of the rights, title and interest in the Intellectual Property Rights or do any act which might infringe, invalidate or be inconsistent with, the rights assigned to or conferred on the Assignee under this Deed, or permit, induce or authorise any third party to do any of the foregoing acts; or
 - (ii) grant or agree to grant in respect of the Intellectual Property Rights, any options, pledges, liens, charges or other encumbrances whatsoever, nor give any other security over the Intellectual Property Rights or any part thereof, for the purpose of raising financing for any reason whatsoever.

5. AUTHORITY AND CAPACITY

The Assignor warrants and undertakes to and with the Assignee that the Assignor has the legal right and capacity to enter into and give effect to this Deed and to perform his obligations under this Deed, and this Deed (when executed) will constitute valid and binding obligations on the Assignor on the terms of this Deed.

6. DISPUTE RESOLUTION

6.1 Exclusive process

Any dispute will be discussed and resolved in accordance with this clause 6, and neither party may commence or maintain any action or proceeding in any court, tribunal or otherwise regarding a dispute:

- (a) without first giving a notice of dispute under clause 6.2; and
- (b) complying with, and completing, the dispute resolution process under this clause 6,

except where that party is seeking urgent interlocutory relief.

6.2 Notice of dispute

If a party considers that a dispute has arisen, it will give a notice to the other party, setting out in reasonable detail the dispute (Dispute Notice).

6.3 Discussions between the parties

On receiving a Dispute Notice, each party must promptly commence discussions to attempt in good faith to resolve the dispute. Each party will meet as soon as possible (but no later than 10 Business Days after the date of the Dispute Notice) and as often as necessary to:

- (a) gather all information with respect to the dispute which is appropriate in connection with its resolution; and
- (b) discuss the dispute and negotiate in an effort to resolve the dispute.

6.4 Mediation

- (a) If the dispute has not been resolved within 30 Business Days (or other period agreed in writing by the parties), the party's will try to resolve the dispute by mediation conducted by a single mediator, in accordance with the terms of the LEADR New Zealand Inc. Standard Mediation Agreement and at a fee to be agreed by the parties.
- (b) The mediator will be such person as the parties may agree upon in writing or, failing agreement being reached, the mediator will be chosen and the mediator's fee determined by the chairperson for the time being of LEADR New Zealand Inc. (or his or her nominee).

6.5 Arbitration

- (a) If the dispute has not been resolved pursuant to clause 6.4 within 30 Business Days (or other period agreed in writing by the parties), then the parties agree to refer the dispute to arbitration in accordance with the Arbitration Act 1996 (excluding clauses 4 and 5 of the Second Schedule). However, where the parties to the dispute fail to agree on the appointment of an arbitrator within 15 Business Days of referral of the dispute to arbitration, the appointment will be made by the President for the time being of the New Zealand Law Society (or his or her nominee). The place of arbitration will be Hamilton, New Zealand.
- (b) The parties will bear their own costs in the arbitration and will share equally the arbitrator's costs.

7. NOTICES

- 7.1 For the purposes of this Deed, all notices must be forwarded to the person nominated in writing by each party for that purpose from time to time. At the date of this Deed, the contact persons are:

STEVEN McCABE
2a Paremata Crescent
Paramata
Porirua 5024
New Zealand

Phone: +64 [21 116 8007]
Email: stowmc@gmail.com

THE UNIVERSITY OF WAIKATO

B Block, University of Waikato
Gate 5, Hillcrest Road
Hillcrest
Hamilton 3216

Attention: Bruce Clarkson
Phone: +64 7 838 4237
Email: clarkson@waikato.ac.nz

- 7.2 All notices given must be given in writing and delivered by hand, facsimile, email or by ordinary post. Notice given by email will be deemed received at the time the notice leaves the information system of the sender. Any notices received after 4.00pm on a Business Day will be deemed to have been received on the following Business Day.

8. GENERAL

8.1 No partnership, agency or joint venture

This Deed does not create any relationship of partnership, agency or joint venture between the Assignor and Assignee.

8.2 Variations

Any modification to or variation of this Deed must be in writing and signed by the Parties.

8.3 Entire Deed

This Deed contains all of the terms, representations and warranties made between the parties and supersedes all prior discussions and agreements covering the subject matter of this Deed.

8.4 Severability

Should any part or provision of this Deed be held unenforceable or in conflict with the applicable law or regulations of any jurisdiction, the invalid or unenforceable part or provision will be replaced with a provision which accomplishes, to such extent as possible, the original business purpose of the party or provision in a valid and enforceable manner and the remainder of this Deed will remain binding on the parties.

8.5 Waiver

No waiver, delay, neglect or forbearance by either party in enforcing against the other Party any provision in this Deed will be a waiver, or in any way prejudice any right of that Party.

8.6 Assignment

Neither party may assign the benefit or burden of any provision of this Deed without the prior written consent of the other party (which consent may not be unreasonably withheld).

8.7 Further Assurances

The parties will execute and deliver all documents and do all things necessary for the proper and complete performance of their respective obligations under this Deed.

8.8 Counterparts

- (a) This Deed may be executed by the parties to it in any number of counterparts and each such counterpart copy will constitute an original of this Deed, all of which together constitute one and the same document.
- (b) This Deed will not be effective until every party has executed at least one counterpart.
- (c) Any facsimile or scanned copy of this Deed (including any facsimile or scanned copy of any document evidencing the execution of this Deed by a party) may be relied upon by the parties as though it were an original.

8.9 Governing Law

The construction, validity and performance of this Deed and all obligations arising from or connected with this Deed will be governed by the laws of New Zealand.

Executed as an Deed

SIGNED by STEVEN OWEN McCABE in
the presence of:

) Smilebe
)
)

Witness signature [Signature]

Witness name: Scott McSolem

Occupation: Burder

Address: 7 Coronado St. Wellington

SIGNED on behalf of THE UNIVERSITY
OF WAIKATO by its authorised signatory
in the presence of:

) Bruce Chan
)
)

Witness signature [Signature]

Witness name: Roslyn Murray

Occupation: Patent Attorney

Address: Wakablink, B Block, University of Waikato

SCHEDULE 1
INTELLECTUAL PROPERTY RIGHTS

Patents (if any)

Patent Title	Patent Number	Territory	Current Status
Implant conductor assembly with improved radio frequency properties	714212	New Zealand	Provisional

Copyright (if any)

Work	Date of Copyright
Nil	

Other rights (if any)

Right	Description
Nil	

PATENT
REEL: 049488 FRAME: 0349

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY**

between

JONATHAN BRERETON SCOTT

and

THE UNIVERSITY OF WAIKATO

JAL-297520-64-445-V1:rm

WESTPAC HOUSE
430 VICTORIA STREET
PO BOX 258, DX GP20031
HAMILTON 3240
NEW ZEALAND
PH: 07 839 4771
www.tomwake.co.nz



PATENT

REEL: 049488 FRAME: 0350

DEED dated

7 SEPT 16

2016

PARTIES

- (1) JONATHAN BRERETON SCOTT (Assignor)
- (2) THE UNIVERSITY OF WAIKATO (Assignee)

BACKGROUND

- A. The Assignor is an employee of the Assignee who jointly developed the Invention and the associated Intellectual Property Rights in the course of his employment.
- B. The Assignor acknowledges that the Assignee is or should be the owner of the Invention and the associated Intellectual Property Rights.
- C. To the extent that the Assignor owns the Invention and the associated Intellectual Property Rights, the Assignor assigns to the Assignee, and the Assignee accepts the assignment of, the Invention and the Intellectual Property Rights on the terms and conditions of this Deed.

AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this Deed unless the context otherwise requires:

Business Day means any day of the year other than a Saturday, a Sunday, a New Zealand public holiday or provincial anniversary day in Hamilton;

Confidential information means all know-how, financial information and any other commercially valuable or sensitive information in whatever form, including inventions (whether or not reduced to practice), trade secrets, ingredients, formulae, graphs, tests, procedures, systems, apparatus, drawings, commercial and/or biological materials, samples, devices, models and any other materials or information of whatever description held by a party which has been or will in the future be disclosed by that party (Discloser) to another party (Recipient) that:

- (a) the Discloser specifies as confidential;
- (b) is of a class a reasonable person would regard as confidential; or
- (c) in the circumstances the Recipient ought to regard as confidential;

Copyright means the property rights which exist in any Copyright Work;

Copyright Work means:

- (a) a work of any of the types described in Section 14 of the New Zealand Copyright Act 1994; and/or
- (b) a work in which copyright exists,

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PATENT

REEL: 049488 FRAME: 0351

which relate to the Invention;

Deed means this deed of assignment of intellectual property rights, including the Background and any Schedules annexed to it;

Effective Date means the date of 16 November 2015;

Intellectual Property Rights means all intellectual property rights and industrial property rights developed by the Assignor as at the Effective Date and associated with the Invention as set out in Schedule 1 including (without limitation):

- (a) the documented trade secrets and documented know-how, being technical and other information or experience or trade secrets;
- (b) the Copyright Works and Technical Information in those things set out in Schedule 1;
- (c) the Patents and Patent Rights and applications for patents in those things set out in Schedule 1; and
- (d) any other intellectual property or proprietary rights in those things set out in Schedule 1 to the extent owned by the Assignor and required to use or exploit any of the rights set out above;

Invention means the implant conductor assembly which includes an electrode filar and a conductive "decoy", wherein the decoy minimises the induction of radio frequency currents within the implant conductor electrode filar;

Patent Rights means any patent or patent application, including:

- (a) all substitutions, divisions, continuations, continuations-in-part and requests for continued examination of any of the foregoing;
- (b) all patents issued from any of those patent applications;
- (c) all reissues, renewals, registrations, confirmations, re-examinations, extensions, and supplementary protection certificates of any of the foregoing; and
- (d) all foreign equivalents of any of the foregoing;

Patents means the patents and patent applications as set out in Schedule 1; and

Technical Information means all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the Intellectual Property Rights and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.

1.2 Interpretation

Unless the context otherwise requires:

- (a) a reference to a clause is a reference to a clause of this Deed;
- (b) a reference to an appendix or schedule is a reference to an appendix or schedule to this Deed;
- (c) a gender includes each other gender;
- (d) the singular includes the plural and vice versa;
- (e) a reference to a "party" is a reference to a party to this Deed and includes a reference to that party's successors in title, permitted assignees and transferees (if any);
- (f) a reference to "writing" includes email;
- (g) whenever the words includes or including are used in this Deed, they are deemed to be followed by the words "without limitation";
- (h) a reference to any legislation, policy or standard includes a modification of that legislation, policy or standard or, in the case of legislation, legislation enacted in substitution for that legislation and a regulation, order-in-council and other instrument from time to time issued or made under that legislation;
- (i) headings to clauses in this Deed and the table of contents are included for the purpose of ease of reference only and are not to have any effect on construction and interpretation;
- (j) a reference to a day, other than a business day, is a reference to any calendar day of the year;
- (k) a reference to any time is a reference to New Zealand time; and
- (l) a reference to a day, other than a Business Day, is a reference to any calendar day of the year.

2. ASSIGNMENT

2.1 Assignment

With effect from the Effective Date the Assignor assigns transfers and sets over to the Assignee, absolutely:

- (a) his entire right, title, interest and benefit in and to the Intellectual Property Rights (including all common law rights connected with the Intellectual Property Rights) in perpetuity and free from any security interests or encumbrances whatsoever;
- (b) all rights of the Assignor, if any, to lodge any applications for industrial or intellectual property protection in any jurisdiction in respect of the Intellectual Property Rights and any modifications, developments or improvements to those Intellectual Property Rights; and

- (c) all rights and entitlements of the Assignor to take action and recover any damages or other legal remedies available to the Assignor for any infringement of the Intellectual Property Rights, whether or not such infringement or breach took place prior to the date of this Deed.

2.2 Acknowledgement

The Assignor acknowledges that the Assignee has entered into this Deed in reliance upon the Assignor's warranties as set out in clause 4.

3. ASSIGNOR'S OBLIGATIONS

3.1 Undertakings

The Assignor undertakes to do any and all acts and to execute any and all documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the Assignee:

- (a) for vesting absolutely all the right, title and interest in and to the Intellectual Property Rights in favour of the Assignee;
- (b) for conferring on the Assignee the right to take action against any third party who copies or infringes the Intellectual Property Rights;
- (c) to protect, perfect or enforce any of the rights, privileges and entitlements granted or promised to the Assignee by this Deed; and
- (d) to enable the Assignee to pursue or prosecute any application in respect of the Intellectual Property Rights to register in favour of the Assignee or such other party as the Assignee may direct.

3.2 Further Details


The Assignor will, at the request of the Assignee, and to the extent outstanding, furnish the Assignee with full details of and relating to the Intellectual Property Rights (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the Intellectual Property Rights.

3.3 Confidentiality

The Assignor agrees to treat as confidential all Confidential Information relating to the Intellectual Property Rights and will not use, disclose or publish that Confidential Information without the express prior written consent of the Assignee.

3.4 Infringement Proceedings

The Assignor undertakes to join in or lend his name to bringing any proceedings for infringement of any Intellectual Property Rights (which the Assignee may require to be brought against any Third Party anywhere in the world) including the provision of information and the doing of all acts and things as the Assignee may reasonably request of the Assignor so as to enable the Assignee to conduct in the Assignor's or the Assignee's name, such proceedings. The Assignee will indemnify the Assignor for

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any and all liabilities, costs (including full costs between solicitor and client), costs orders, claims and demands, incurred by the Assignor arising out of or incidental to complying with the requirements of this clause 3.4 except to the extent those liabilities, costs, costs orders, claims and demands arise out of circumstances that are a breach of clause 4.1.

3.5 Authorisations

The Assignor authorises the filing of this Deed with the relevant copyright, patent or other Intellectual Property Rights registries anywhere in the world by agents appointed by the Assignee.

3.6 Appointment as Attorney

As security for the performance by the Assignor of his obligations under this Deed, if the Assignor fails following 10 Business Days' notice from the Assignee to perform any act or execute any document referred to in this clause 3:

- (a) the Assignee will have the right to do so in the place and stead of the Assignor as the lawfully appointed attorney of the Assignor and the Assignor undertakes to confirm and ratify and be bound by any and all of the actions of the Assignee pursuant to this clause 3.6 and such authority and appointment will take effect as an irrevocable appointment; and
- (b) the Assignor will procure that the Assignee will have the right to do so in the place and stead of the relevant third party as the lawfully appointed attorney of the relevant third party and the Assignor undertakes to procure that the relevant third party confirms and ratifies and be bound by any and all of the actions of the Assignee pursuant to this clause 3.6.

4. ASSIGNOR'S WARRANTIES AND ASSURANCES

4.1 The Assignor represents and warrants as of the Effective Date that:

- (a) the Assignor has the right to assign the Assignor's interests in and to the Intellectual Property Rights, and the Intellectual Property Rights are all of the Assignor's rights and interest relating to the Invention;
- (b) the Assignor has the right to assign the Assignor's interests in and to the Intellectual Property Rights;
- (c) there are no encumbrances or other matters affecting the Assignor's capacity to assign the Intellectual Property Rights to the Assignee free of any encumbrances or interests;
- (d) to the extent that any rights, title and interests in the Intellectual Property Rights (or any part thereof) may remain or become vested in the Assignor or a third party notwithstanding clause 2.1, the Assignor irrevocably assigns, transfers and conveys and/or undertakes to procure that such third party irrevocably assigns, transfers and conveys, absolutely and unconditionally, to the Assignee, the rights, title and interests in and to the Intellectual Property Rights by way of deed in a form substantially similar to this Deed;

- (e) the Assignor retains no rights, licences or entitlements to use the Intellectual Property Rights or any part thereof and will promptly cease all use of the Intellectual Property Rights, in any way, shape or form, save for any use expressly authorised by the Assignee;
- (f) the Assignee will be entitled to actively market, promote, exercise and exploit any and all of the Intellectual Property Rights assigned to the Assignee in the exercise of its absolute discretion without restrictions of any kind and the Assignor, undertakes not to take any action or enter into any agreements which may adversely affect the marketing, promotion, exercise and/or exploitation of the Intellectual Property Rights assigned to the Assignee hereunder, conflict with this Deed or frustrate the ability of the Assignee to fully exploit such Intellectual Property Rights; and
- (g) the Assignor must not at any time or in any way, whether directly or indirectly:
 - (i) question or dispute the Assignee's ownership of the rights, title and interest in the Intellectual Property Rights or do any act which might infringe, invalidate or be inconsistent with, the rights assigned to or conferred on the Assignee under this Deed, or permit, induce or authorise any third party to do any of the foregoing acts; or
 - (ii) grant or agree to grant in respect of the Intellectual Property Rights, any options, pledges, liens, charges or other encumbrances whatsoever, nor give any other security over the Intellectual Property Rights or any part thereof, for the purpose of raising financing for any reason whatsoever.

5. AUTHORITY AND CAPACITY

The Assignor warrants and undertakes to and with the Assignee that the Assignor has the legal right and capacity to enter into and give effect to this Deed and to perform his obligations under this Deed, and this Deed (when executed) will constitute valid and binding obligations on the Assignor on the terms of this Deed.

6. DISPUTE RESOLUTION

6.1 Exclusive process

Any dispute will be discussed and resolved in accordance with this clause 6, and neither party may commence or maintain any action or proceeding in any court, tribunal or otherwise regarding a dispute:

- (a) without first giving a notice of dispute under clause 6.2; and
- (b) complying with, and completing, the dispute resolution process under this clause 6,

except where that party is seeking urgent interlocutory relief.

6.2 Notice of dispute

If a party considers that a dispute has arisen, it will give a notice to the other party, setting out in reasonable detail the dispute (**Dispute Notice**).

6.3 Discussions between the parties

On receiving a Dispute Notice, each party must promptly commence discussions to attempt in good faith to resolve the dispute. Each party will meet as soon as possible (but no later than 10 Business Days after the date of the Dispute Notice) and as often as necessary to:

- (a) gather all information with respect to the dispute which is appropriate in connection with its resolution; and
- (b) discuss the dispute and negotiate in an effort to resolve the dispute.

6.4 Mediation

- (a) If the dispute has not been resolved within 30 Business Days (or other period agreed in writing by the parties), the party's will try to resolve the dispute by mediation conducted by a single mediator, in accordance with the terms of the LEADR New Zealand Inc. Standard Mediation Agreement and at a fee to be agreed by the parties.
- (b) The mediator will be such person as the parties may agree upon in writing or, failing agreement being reached, the mediator will be chosen and the mediator's fee determined by the chairperson for the time being of LEADR New Zealand Inc. (or his or her nominee).

6.5 Arbitration

- (a) If the dispute has not been resolved pursuant to clause 6.4 within 30 Business Days (or other period agreed in writing by the parties), then the parties agree to refer the dispute to arbitration in accordance with the Arbitration Act 1996 (excluding clauses 4 and 5 of the Second Schedule). However, where the parties to the dispute fail to agree on the appointment of an arbitrator within 15 Business Days of referral of the dispute to arbitration, the appointment will be made by the President for the time being of the New Zealand Law Society (or his or her nominee). The place of arbitration will be Hamilton, New Zealand.
- (b) The parties will bear their own costs in the arbitration and will share equally the arbitrator's costs.

7. NOTICES

- 7.1 For the purposes of this Deed, all notices must be forwarded to the person nominated in writing by each party for that purpose from time to time. At the date of this Deed, the contact persons are:

JONATHAN SCOTT
26 Cranwell Place
Hillcrest 3216
New Zealand
Phone: +64 7 838 4909



BDE

Email: scotti@waikato.ac.nz

THE UNIVERSITY OF WAIKATO

B Block, University of Waikato

Gate 5, Hillcrest Road

Hillcrest

Hamilton 3216

Attention: Bruce Clarkson

Phone: +64 7 838 4237

Email: clarkson@waikato.ac.nz

- 7.2 All notices given must be given in writing and delivered by hand, facsimile, email or by ordinary post. Notice given by email will be deemed received at the time the notice leaves the information system of the sender. Any notices received after 4.00pm on a Business Day will be deemed to have been received on the following Business Day.

8. GENERAL

8.1 No partnership, agency or joint venture

This Deed does not create any relationship of partnership, agency or joint venture between the Assignor and Assignee.

8.2 Variations

Any modification to or variation of this Deed must be in writing and signed by the Parties.

8.3 Entire Deed

This Deed contains all of the terms, representations and warranties made between the parties and supersedes all prior discussions and agreements covering the subject matter of this Deed.

8.4 Severability

Should any part or provision of this Deed be held unenforceable or in conflict with the applicable law or regulations of any jurisdiction, the invalid or unenforceable part or provision will be replaced with a provision which accomplishes, to such extent as possible, the original business purpose of the party or provision in a valid and enforceable manner and the remainder of this Deed will remain binding on the parties.

8.5 Waiver

No waiver, delay, neglect or forbearance by either party in enforcing against the other Party any provision in this Deed will be a waiver, or in any way prejudice any right of that Party.

8.6 Assignment

Neither party may assign the benefit or burden of any provision of this Deed without the prior written consent of the other party (which consent may not be unreasonably withheld).

8.7 Further Assurances

The parties will execute and deliver all documents and do all things necessary for the proper and complete performance of their respective obligations under this Deed.

8.8 Counterparts

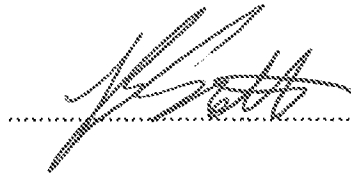
- (a) This Deed may be executed by the parties to it in any number of counterparts and each such counterpart copy will constitute an original of this Deed, all of which together constitute one and the same document.
- (b) This Deed will not be effective until every party has executed at least one counterpart.
- (c) Any facsimile or scanned copy of this Deed (including any facsimile or scanned copy of any document evidencing the execution of this Deed by a party) may be relied upon by the parties as though it were an original.

8.9 Governing Law

The construction, validity and performance of this Deed and all obligations arising from or connected with this Deed will be governed by the laws of New Zealand.

Executed as an Deed

SIGNED by JONATHAN BRERETON)
SCOTT in the presence of:)



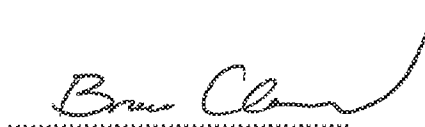
Witness signature

Witness name:

Occupation:

Address:

SIGNED on behalf of THE UNIVERSITY)
OF WAIKATO by its authorised signatory)
in the presence of:)



Witness signature

Witness name:

Occupation:

Address:

**SCHEDULE 1
INTELLECTUAL PROPERTY RIGHTS**

Patents (if any)

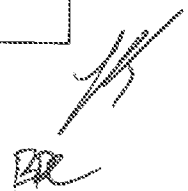
Patent Title	Patent Number	Territory	Current Status
Implant conductor assembly with improved radio frequency properties	714212	New Zealand	Provisional

Copyright (if any)

Work	Date of Copyright
Nil	

Other rights (if any)

Right	Description
Nil	

Handwritten signature and initials, possibly 'JH' and 'ER', located in the bottom right corner of the page.

