

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5588410

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	OPTALERT HOLDINGS PTY LIMITED	03/19/2019
RECEIVING PARTY DATA		
Name:	SDIP HOLDINGS PTY LTD	
Street Address:	112 BALMAIN STREET	
City:	RICHMOND, VICTORIA	
State/Country:	AUSTRALIA	
Postal Code:	3121	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	7071831	
Patent Number:	7616125	
Patent Number:	7791491	
Patent Number:	7815311	
Patent Number:	8311286	
Patent Number:	9007220	
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:	troymailroom@hdp.com, jogg@hdp.com	
Correspondent Name:	HARNESS, DICKEY & PIERCE, P.L.C.	
Address Line 1:	5445 CORPORATE DR.	
Address Line 2:	SUITE 200	
Address Line 4:	TROY, MICHIGAN 48098	
ATTORNEY DOCKET NUMBER:	17992-500001	
NAME OF SUBMITTER:	JANICE OGG	
SIGNATURE:	/janiceogg/	
DATE SIGNED:	06/25/2019	

Total Attachments: 3

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CONFIRMATION OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS DEED is made on 19 March 2019

BETWEEN

1. **OPTALERT HOLDINGS PTY LTD** (ACN: 100 362 883) – The Assignor
Formerly registered in the names: *Optalert Limited*
 Optalert Pty Ltd
 Sleep Diagnostics Pty Ltd
Having an address at 112 Balmain Street Richmond, Victoria, AUSTRALIA
2. **SDIP HOLDINGS PTY LTD** (ACN: 121 747 617) – The Assignee
Having an address at 112 Balmain Street Richmond, Victoria, AUSTRALIA

RECITALS

- A. The Assignor, under its previous registered company names, is the registered owner of the IP rights set out in the Schedule to this Deed (the IP Rights)
- B. The Assignor and Assignee acknowledge that, subject to existing agreements between the Assignor and Assignee, the Assignor has assigned the Assignee all the Assignor's right, title and interest in and to the IP Rights, including the right to apply for intellectual property rights in any country or region worldwide (the Territory).
- C. The parties wish to confirm the assignment of all the Assignor's right, title and interest in and to the IP Rights to the Assignee on the terms of this Deed.

OPERATIVE PROVISIONS

- (1) In consideration good and valuable consideration paid by the Assignee to the Assignor, the receipt of which is acknowledged, the parties confirm that the Assignor has assigned to the Assignee, and the Assignee has accepted absolutely:
 - (a) the entire right, title and interest in and to the IP Rights;
 - (b) all rights arising from the Inventions in the Territory, including the benefit of all priority rights;
 - (c) all rights to file in the Territory further patent applications (as applicable) and applications to register intellectual property rights in connection with the IP Rights; and
 - (d) all rights, powers, liberties and immunities arising from any statutory rights granted in relation to the IP Rights, including the right to sue for and obtain injunctive relief, damages and all other remedies in respect of any infringement of the statutory rights which may have occurred prior to the date of assignment.
- (2) To the extent that any rights in the IP Rights are not effectively assigned by the Assignor to the Assignee subject to clause 1, the Assignor hereby assigns, for good and valuable consideration receipt of which is acknowledged, any such intellectual property to the Assignee, which the Assignee has accepted absolutely, such that the Assignee is assigned:

- (a) the entire right, title and interest in and to the IP Rights;
 - (b) all rights arising from the Inventions in the Territory, including the benefit of all priority rights;
 - (c) all rights to file in the Territory further patent applications (as applicable) and applications to register intellectual property rights in connection with the IP Rights; and
 - (d) all rights, powers, liberties and immunities arising from any statutory rights granted in relation to the IP Rights, including the right to sue for and obtain injunctive relief, damages and all other remedies in respect of any infringement of the statutory rights which may have occurred prior to the date of assignment.
- (3) This Deed is governed by and must be construed in accordance with the laws of New South Wales, Australia.

EXECUTED AS A DEED

Executed as a deed in accordance with
section 127 of the Corporations Act 2001 by
Optalert Holdings Pty Ltd



Signature of **Director**

MURRAY JOHN'S

Name of **Director**



Signature of **Director/Secretary**

BRIAN J WILSON

Name of **Director/Secretary**

Executed as a deed in accordance with
section 127 of the Corporations Act 2001 by
SDIP Holdings Pty Ltd:



Signature of **Director**

MURRAY JOHN'S

Name of **Director**



Signature of **Director/Secretary**

BRIAN J WILSON

Name of **Director/Secretary**

Schedule: The IP Rights

Patents:

Country	Official Number	Recorded Owner
China	338145	Sleep Diagnostics Pty Ltd
Germany	1441639	Sleep Diagnostics Pty Ltd
United Kingdom	1441639	Sleep Diagnostics Pty Ltd
Israel	160155	Sleep Diagnostics Pty Ltd
United States of America	7071831	Sleep Diagnostics Pty Ltd
United States of America	7616125	Sleep Diagnostics Pty Ltd
Australia	2006220243	Sleep Diagnostics Pty Ltd
Canada	2,599,984	Sleep Diagnostics Pty Ltd
Germany	1853155	Sleep Diagnostics Pty Ltd
France	1853155	Sleep Diagnostics Pty Ltd
United Kingdom	1853155	Sleep Diagnostics Pty Ltd
Israel	185179	Sleep Diagnostics Pty Ltd
Republic of Korea	10-1189008	Sleep Diagnostics Pty Ltd
Mexico	276865	Sleep Diagnostics Pty Ltd
United States of America	7791491	Sleep Diagnostics Pty Ltd
Australia	2006279257	Sleep Diagnostics Pty Ltd
Brazil	PI 0614807-7	Sleep Diagnostics Pty Ltd
Canada	2,613,999	Sleep Diagnostics Pty Ltd
Germany	1913566	Sleep Diagnostics Pty Ltd
France	1913566	Sleep Diagnostics Pty Ltd
United Kingdom	1913566	Sleep Diagnostics Pty Ltd
Israel	188439	Sleep Diagnostics Pty Ltd
Japan	5133883	Sleep Diagnostics Pty Ltd
Mexico	277283	Sleep Diagnostics Pty Ltd
New Zealand	564852	Sleep Diagnostics Pty Ltd
United States of America	7815311	Sleep Diagnostics Pty Ltd
Germany	1988815	Optalert Pty Ltd
United Kingdom	1988815	Optalert Pty Ltd
Israel	193456	Optalert Pty Ltd
United States of America	8311284	Optalert Pty Ltd
Australia	2009270333	Optalert Pty Ltd
Israel	210219	Optalert Pty Ltd
United States of America	9007220	Optalert Pty Ltd

Trademarks:

Country	Official Number
Australia	996190
Brazil	830107002
Canada	1418090
Chile	843550
International	836147
Indonesia	2009009180
South Africa	2008/25802
United States of America	3274882
Australia	1281982