

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DANIEL LIAM FITZGERALD	02/08/2019
TIMOTHY SIMON LUCAS	02/08/2019
RECEIVING PARTY DATA	
Name:	IMMERSIVE ROBOTICS PTY LTD
Street Address:	55 BARRY PARADE
City:	FORTITUDE VALLEY, QUEENSLAND
State/Country:	AUSTRALIA
Postal Code:	4006
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16484318
CORRESPONDENCE DATA	
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<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>	
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DATE SIGNED:	08/07/2019
Total Attachments: 9	
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IP Assignment Agreement

IMMERSIVE ROBOTICS PTY LTD ACN: 607 723 491

(Assignee)

and

DANIEL LIAM FITZGERALD

TIMOTHY SIMON LUCAS

(Assignor)

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Parties

BETWEEN: Immersive Robotics Pty Ltd ACN: 607 723 491 of 55 Barry Parade, FORTITUDE VALLEY in the State of Queensland, Australia
(Assignee)

AND: Daniel Liam Fitzgerald of c/- 55 Barry Parade, FORTITUDE VALLEY in the State of Queensland, Australia

AND: Timothy Simon Lucas of c/- 55 Barry Parade, FORTITUDE VALLEY in the State of Queensland, Australia
(individually and collectively, Assignor)

Background

- A** The Assignor has been involved in the creation of the Intellectual Property.
- B** To the extent that the Assignee is not already the owner of the Intellectual Property, including due to prior assignment, as a result of any employment relationship with the Assignor or otherwise, the Assignor has agreed to assign to the Assignee, and the Assignee agrees to accept, all the Assignor's right, title and interest in the Intellectual Property on the terms and conditions set out in this document.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document:

Term	Definition
Act	means <i>Copyright Act 1968</i> (Cth) as amended from time to time.
Assignment Date	means the date of the final signature to this agreement.
Documentation	means all documents, manuals, notes, user guides, functional and technical manuals drawings, specifications, data, reports and designs developed or produced by the Assignor relating to or in connection with the Intellectual Property or any product or service incorporating the Intellectual Property.
Intellectual Property	means all intellectual property rights of the Assignor whether now existing or created after the Assignment Date including copyright and neighbouring rights, registered and unregistered trade and service marks, business and domain

names, all rights in relation to inventions (including patents and patent applications), designs, plant varieties, circuit layouts, confidential information, trade secrets, know how, research data, recipes, formulae, discoveries and any other intangible proprietary rights whether registered or not arising from intellectual activity related in any way to the invention, software, plant variety, circuit layouts, products or services described in the Schedule.

Moral Rights

mean moral rights under Part IX of the Act or any other analogous rights, that exist, or that may come to exist, anywhere in the world.

Object Code

means, in respect of a computer program, the executable version of that computer program.

Source Code

means:

- (a) computer programs expressed in a source language or form which can be interpreted or compiled and then executed by a computer as commands; and
- (b) all documentation and tools reasonably required to enable a person having commercially available computer programming skills to read, understand and modify such computer programs.

1.2 Interpretation

In this document, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document or instrument, including this agreement, includes that document or instrument as novated, altered or replaced from time to time;
- (c) a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of or any provisions substituted for such legislation or provisions;
- (d) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (e) if an act required to be done under this agreement on or by a given day is done after 5:00pm AEST on that day, it is taken to be done on the following day;
- (f) a reference to a person includes a reference to that person's legal representative for the time being;
- (g) a party that is a trustee is bound both personally and in its capacity as trustee;
- (h) all monetary amounts are in Australian dollars; and
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement.

2 Assignment

- (a) The Assignor assigns to the Assignee all of the Assignor's property, right, title and interest (both legal and beneficial) in the Intellectual Property, together with any associated common law rights arising from use of the Intellectual Property with effect on and from the Assignment Date.
- (b) The assignment in clause 2(a) includes any rights of the Assignor to take legal action against any third party for intellectual property infringement or any other cause of action in connection with the Intellectual Property.
- (c) The Assignor has provided to the Assignee, or on the signing of this agreement agrees to provide, a complete and up-to-date version of:
 - (i) to the extent that the Intellectual Property is comprised in computer software, all Source Code and Object Code for that software; and
 - (ii) all Documentation,in existence as at the Assignment Date.
- (d) The obligations in this clause 2 survive expiration or termination of this agreement.

3 Consideration

In consideration of the assignment and other obligations in this agreement, the Assignee agrees to pay to each Assignor the sum of one dollar, the receipt of which is acknowledged.

4 Assignor's obligations

- (a) The Assignor will, at the Assignee's request, execute all documents, forms and authorisations, and depose to or swear any declarations, oaths or affidavits as may be required to effect the registration of the Intellectual Property in the name of the Assignee.
- (b) The Assignor agrees and undertakes to provide the Assignee (at its request) with all such reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Intellectual Property.
- (c) The obligations in this clause 4 survive expiration or termination of this agreement.

5 Warranties

The Assignor warrants that:

- (a) it has disclosed to the Assignee all information necessary to utilise the Intellectual Property assigned by this agreement;
- (b) the Assignor has not mortgaged, charged or otherwise encumbered, assigned (either in whole or part), licensed or in any way dealt with any of the Intellectual Property in a manner inconsistent with the Assignee obtaining full, right title and interest in the Intellectual Property as contemplated by this agreement;

- (c) the use of the Intellectual Property and the Documentation by the Assignee or any of its assigns or licensees:
 - (i) does not, to the Assignor's knowledge, infringe any intellectual property rights of any third party; and
 - (ii) does not, to the Assignor's knowledge, infringe the Moral Rights of any third party;
- (d) the Assignor is not aware of any claim or assertion by any third party that the use of the Intellectual Property or any part of the Intellectual Property constitutes an infringement of any rights of any third party, nor is the Assignor aware of any reasons which prevent the Assignee from using the Intellectual Property or any part of the Intellectual Property;
- (e) if the Assignor engaged the services of any third party to develop any of the Intellectual Property, it has obtained legal and beneficial title to that Intellectual Property from that third party so as to be able to assign it to the Assignee as contemplated by this agreement; and
- (f) the Assignor has full power to enter into this document on the terms set out in this document.

6 Moral Rights

- (a) In respect of all Intellectual Property comprising copyright works (**Works**), the Assignor:
 - (i) consents and authorises the Assignee, its assignees, licensees and successors in title (**Third Parties**) to exercise all copyright rights subsisting in those Works including, but not limited to, the right to use, deal with, publicly perform, communicate, reproduce, transmit, publish, exhibit, modify or adapt those Works:
 - (A) without attribution of authorship;
 - (B) bearing the Assignee's name; and
 - (C) even if the exercise of such rights constitutes 'derogatory treatment' under s. 195AJ of the Act which may be prejudicial to those Works;
 - (ii) grants the Assignee and each of the Third Parties an unconditional and irrevocable waiver (to the extent permitted by law) of all and any moral rights in respect of the Works to which the author may be or may become entitled to overseas; and
 - (iii) acknowledges and agrees that:
 - (A) failure to identify the author as the author of the Works by the Assignee or any of the Third Parties shall not constitute an infringement of the author's right of attribution of authorship;
 - (B) the consents and waivers in this clause are genuinely given and not obtained from the author by duress or by the making of any false or misleading statement by the Assignor;

- (C) in addition to entering into this agreement in its own capacity, the Assignee enters into this agreement as agent for and on behalf of each of the Third Parties for the purpose of each of them enjoying the benefit of the consents, rights and acknowledgements referred to in this clause 6; and
 - (D) the Assignee hereby communicates to the Assignor acceptance of the benefit of the consents, rights and acknowledgements referred to in this clause 6 for and on behalf of each of the Third Parties.
- (b) If the Assignor engaged other individuals in creating the Works the Assignor must procure from every author who created, developed, or adapted any material, product, information, documentation or other deliverables forming part of the Works, consents, authorisations, waivers and acknowledgements and agreements in the same terms as are set out in clause 6(a) for the benefit of the Assignee and the Third Parties.

7 General

7.1 Entire Agreement

This agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements.

7.2 Jurisdiction

This agreement is executed in, governed by and construed in accordance with the laws of the State of Queensland, Australia.

7.3 Rights cumulative

Except as expressly stated otherwise in this document, the rights of a party under this document are cumulative and are in addition to any other rights of that party.

7.4 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this document and to perform its obligations under it.

7.5 No Waiver

No forbearance, delay or indulgence by a party in enforcing the provisions of this agreement shall prejudice or restrict the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.

7.6 Relationship of parties

This document is not intended to create a partnership, joint venture or agency relationship between the parties.

7.7 Severability

Should any part of this agreement be or become invalid, that part shall be severed from this agreement and shall not affect the validity of the remaining provisions of the agreement.

7.8 Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

Schedule

Description of inventions, software, product or service names, circuit layout, products or services to which the Intellectual Property relates:

- Mach-II wireless VR peripheral;
- Aust. Patent #2016905048 ('Image compression method and apparatus');
- Aust. Patent #2017900390 ('Displaying content to users in a multiplayer venue');

to the extent each of the above embodies, uses, exploits or incorporates part or all of the subject matter of the Intellectual Property and is not already owned by the Assignee.

Execution

SIGNED as an agreement in Queensland, Australia.

EXECUTED by **IMMERSIVE ROBOTICS PTY LTD**)
ACN: **607 723 491** in accordance with its)
constitution and pursuant to the provisions of s)
127(1) Corporations Act 2001 (Cth):)

Rodney Lamb
Digitally signed by Rodney Lamb
DN: cn=Rodney Lamb, o=Immersive
Robotics, ou,
email=rod@immersiverobotics.com, c=AU
Date: 2019.05.10 12:05:14 +10'00'

.....
Director / Secretary
(IF NOT SOLE DIRECTOR)

.....
Director / Sole Director

Full Name:

Full Name:

Date:

Date:

SIGNED by **DANIEL LIAM FITZGERALD** in the)
presence of:)

.....
Witness *M Fitzgerald*

.....
Daniel Fitzgerald

Full Name: Michael Fitzgerald

Date: Daniel Fitzgerald

SIGNED by **TIMOTHY SIMON LUCAS** in the)
presence of:)

.....
Witness *J de Wind*

.....
Timothy Lucas

Full Name: Jasmine de Wind

Date: 08-Feb-19