

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5660895

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MICROLATCH PTY LTD	11/18/2017
RECEIVING PARTY DATA		
Name:	CJ BURKE NOMINEES PTY LIMITED	
Street Address:	UNIT 53, 139 GOODING DRIVE	
City:	MERRIMAC, QLD 4226	
State/Country:	AUSTRALIA	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8458484
CORRESPONDENCE DATA		
Fax Number:	(212)246-8925	
<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:	212-708-1803	
Email:	gmarti@ladas.com	
Correspondent Name:	GERALDINE MARTI	
Address Line 1:	LADAS & PARRY LLP	
Address Line 2:	1040 AVENUE OF THE AMERICAS	
Address Line 4:	NEW YORK, NEW YORK 10018-3738	
ATTORNEY DOCKET NUMBER:	U 017617-8	
NAME OF SUBMITTER:	JANET I. CORD	
SIGNATURE:	/JANET I. CORD/	
DATE SIGNED:	08/09/2019	
Total Attachments: 6		
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Assignment of patents

18 November 2017

Assignment of patents

THIS DEED is made the 18th day of November, 2017

BETWEEN: MICROLATCH PTY LIMITED (ACN 859 640 747) Unit 53, 139 Gooding Drive, Merrimac, QLD 4226, Australia ("the Assignor")

AND: CJ BURKE NOMINEES PTY LIMITED (ACN 622 158 454) Unit 53, 139 Gooding Drive, Merrimac, QLD 4226, Australia ("the Assignee")

RECITALS

A. The Assignor has been granted certain patents ("the Patents").

B. The Assignor has agreed to assign to the Assignee all its rights, title and interest in and to the Patents, including the right to apply for or obtain corresponding patents in any country of the Territory.

NOW THE PARTIES AGREE as follows:

Interpretation

1. In this Deed the following definitions apply:

'the Inventions' means all inventions that are the subject of the Patents.

'the Patents' means the patents set out in Schedule 1.

'the Territory' means all countries as shown on the patents.

Consideration

2. In consideration for the payment by the Assignee to the Assignor of the sum of \$1.00 (GST exclusive) the Assignor hereby assigns to the Assignee:

- (1) the benefit of the Patents and all rights arising from them;
- (2) all corresponding rights obtainable in the Territory in respect of the Inventions; and
- (3) all rights, powers, liberties, and immunities associated therewith.

Execution

3. The Assignor must at the expense of the Assignee do all acts and execute all documents necessary to transfer to the Assignee title to the Patents. In the event of default the Assignor irrevocably appoints the Assignee as the Assignor's attorney for such purpose.

Costs

4. All fees, costs and expenses incurred by the Assignor in connection with enabling the Assignee to be registered as the sole owner of the Patents are to be borne and paid by the Assignee.

GST

5. The parties agree that all amounts payable under this Agreement are exclusive of GST.



6. In any Taxable Supply under this Agreement the Assignee must, subject to the Assignor providing the Recipient with a Tax Invoice, pay to the Assignor an additional amount on account of the GST payable in respect of the Taxable Supply within fourteen (14) days of receiving that Tax Invoice.

Delivery of documents

7. The Assignor must deliver up to the Assignee on request all certificates of title, papers, plans, reports, laboratory notebooks and other relevant documentation and items in relation to all the rights agreed to be assigned pursuant to cl 2.

Warranty and indemnity

8. (1) The Assignor warrants to the Assignee that:

- (a) neither the execution of this Deed nor the performance by the Assignor of its obligations will cause the Assignor to be in breach of any agreement to which it is a party or is subject;
- (b) each of the Patents is presently subsisting, and the particulars of each as set out in Schedule 1 are true and correct;
- (c) the Assignor has full right and title to the Patents;
- (d) the Assignor was entitled to make all patent applications which it has made and none of the inventions were at the time part of the prior art in the field or fields to which they relate;
- (e) all such patent applications have been made in the prescribed form and the prescribed manner;
- (f) the Assignor has not granted any licences or other user rights to any person in relation to any rights, title or interest in the Patents or the Inventions in the Territory, other than as specified in Schedule 2;
- (g) the Assignor has not entered into any agreement or arrangement involving the sale, mortgage, pledge, granting of options or any other rights over the Assignor's rights, title and interest in the Patents or the Inventions, other than as specified in Schedule 2;
- (h) the use by the Assignee and any sub-licensee of the Assignee of the Patents will not infringe any patent, trade mark, registered design, copyright or other intellectual property rights of any person, nor give rise to payment by the Assignee or any sub-licensee of the assignee of any royalty to any third party or to any liability to pay compensation;
- (i) the Assignee will have and enjoy quiet possession of the Patents uninterrupted by the Assignor or any person claiming under the Assignor;
- (j) the Assignor is not aware of any fact by which the Patents may be declared invalid, or any claim by which the Patent should be amended.

(2) The Assignor indemnifies the Assignee against any losses, costs, actions, claims, demands, expenses, judgments, court orders or other liabilities arising directly or indirectly out of or in connection with any breach by the Assignor of any of the representations, warranties or undertakings contained in clause 9(1).

Entire agreement

9. This Deed records the entire agreement between the parties and replaces all representations, warranties or proposals not embodied in this Deed.

Applicable law

10. This Deed is governed by the law of the State of Queensland and the parties submit to the jurisdiction of the courts of that State and the Commonwealth of Australia.

Amendments

11. This Deed may not be varied except in writing signed by all of the parties.

Severability



12. If any provision of this Deed is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

Charges13.

All stamp duties and governmental charges arising out of or incidental to this Agreement are the responsibility of and payable by the Assignee.

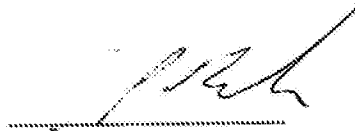
14. The Assignor agrees to provide the Assignee with all financial information to the extent that it is required to satisfy the stamp duty authority in each relevant jurisdiction as to the calculation of the stamp duty payable (if any) in respect of this Agreement.

Counterparts

15. This Deed may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Deed will be the date on which it is executed by the last party.

EXECUTED as a Deed:

Executed by Microslatch Pty Ltd


.....

Sole Director and Sole Company Secretary

Christopher John Burke

.....

Executed by CJ BURKE NOMINEES Pty Ltd

A handwritten signature in black ink, appearing to read 'CJ Burke', is written over a horizontal dotted line.

Sole Director and Sole Company Secretary

Christopher John Burke

A horizontal dotted line.

SCHEDULE 1

817557M Status Report 20170608 13106169_1_13106205_1.pdf

See attached

SCHEDULE 2

N/A

A handwritten signature in black ink, appearing to be 'CMB', is located in the lower right quadrant of the page.

Case Ref.	Instructor's Reference	Country	Official No.	Title	Owner	Case Status
779501AUD1	Password_Gen_AU	Australia	2009200408	Password generator	Microclatch Pty Ltd	Registered
779501USC1	Password_Gen_US	United States of America	8458484	Password generator	Microclatch Pty Ltd	Registered

830701AU	BIOFOB_with_IC_Activation - AU	Australia	2008316289	A transmitter for transmitting a secure access signal	Microclatch Pty Ltd	Registered
830701AUD2	BIOFOB_with_IC_Activation - AU DIV	Australia	2014240323	A transmitter for transmitting a secure access signal	Microclatch Pty Ltd	Registered
830701EP	BIOFOB_with_IC_Activation - EP	Europe	08800125.0	A transmitter for transmitting a secure access signal	Microclatch Pty Ltd	Agent responding to exam report
830701HK	BIOFOB_with_IC_actuator - HK	Hong Kong	10107118.0	A transmitter for transmitting a secure access signal	Microclatch Pty Ltd	App lodged: filing receipt rec'd
830701IN	BIOFOB_with_IC_Activation - IN	India	03623/DELNP/10	A transmitter for transmitting a secure access signal	Microclatch Pty Ltd	Exam requested
830701USC2	BIOFOB_with_IC_Activation - USC2	United States of America	15/213661	A transmitter for transmitting a secure access signal	Microclatch Pty Ltd	Agent responding to exam report

CPS