

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5661251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
ALEIS PTY LTD			03/18/2019
RECEIVING PARTY DATA			
Name:	ALLFLEX AUSTRALIA PTY LTD		
Street Address:	33 NEUMANN ROAD		
City:	CAPALABA, QUEENSLAND		
State/Country:	AUSTRALIA		
Postal Code:	4157		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Application Number:	15572149		
Application Number:	15308060		
CORRESPONDENCE DATA			
Fax Number:	(949)852-0004		
<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:	9498520000		
Email:	pair@kppb.com		
Correspondent Name:	KPPB LLP		
Address Line 1:	2190 S. TOWNE CENTRE PLACE		
Address Line 2:	SUITE 300		
Address Line 4:	ANAHEIM, CALIFORNIA 92806		
ATTORNEY DOCKET NUMBER:	A9-01591		
NAME OF SUBMITTER:	MELISSA YEE		
SIGNATURE:	/Melissa Yee/		
DATE SIGNED:	08/09/2019		
Total Attachments: 12			
source=01591assignment_Page_01#page1.tif			
source=01591assignment_Page_02#page1.tif			
source=01591assignment_Page_03#page1.tif			
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source=01591assignment_Page_12#page1.tif

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Aleis Pty Ltd

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 03/18/2019

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Allflex Australia Pty Ltd

Internal Address: _____

Street Address: 33 Neumann Road

City: Capalaba

State: Queensland

Country: AU Zip: 4157

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

15/572149; 15/308060

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: KPPB LLP

Internal Address: Suite 300

Street Address: 2190 S. Towne Centre Place

City: Anaheim

State: CA Zip: 92806

Phone Number: 949.852.0000

Docket Number: _____

Email Address: pair@kppb.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized UserName _____

9. Signature: /David H. Kaveh/

08/09/2019

Signature

Date

David H. Kaveh

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT

REEL: 050009 FRAME: 0652

PARTIES

Aleis Pty Limited, an Australian company of Cnr Old Rosevale Road Jandowae Queensland 4410 (**Assignor**)

Allflex Australia Pty Limited, an Australian company whose registered office is located at 33 Neumann Road, Capalaba 4157 Queensland, Australia (**Assignee**)

INTRODUCTION

- B. The Assignor has agreed and acknowledges that the Assignee is or should be the legal and beneficial owner of the invention and the Intellectual Property Rights.
- C. The Assignor has agreed to assign the Invention, the Know-How and the Intellectual Property Rights to the Assignee subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following terms will have the following meanings:

Copyright means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and
- (b) any database rights,

comprising or relating to the Invention, the Trade Marks and product get-up, that exist or may in the future exist anywhere in the world;

Design Rights means all rights in and to the designs to be applied to articles of, or relating to, the Invention, that exist or may in the future exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international convention or agreement, including the Paris Convention (as amended), from any such application referred to in paragraph (a) above;
- (c) all unregistered design rights arising from the Invention; and
- (d) all semi-conductor topography or integrated circuit layout rights arising from the Invention;

Intellectual Property Rights means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the invention that exist or may in the future exist anywhere in the world and whether or not registered or registrable, including the Patent Rights, Trade Marks, Copyright and Design Rights;

Invention means any and all inventions described in the Schedule (as improved, modified, developed or amended at any time before execution of this deed by the Assignor);

Know-How means any information, knowledge, experience, data and designs in the possession of the Assignor that are confidential and that relate to the Invention or the process for making or using it; and

Patent Applications means the patent applications identified in the Schedule; and

Patent Rights means all patent rights in and to the Invention that exist or may in the future exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection for the Invention in any country;
- (b) the right to claim priority under any international convention or agreement, including the Paris Convention (as amended) from any application referred to in paragraph (a) above;
- (c) all rights conferred by any patents or similar forms of protection obtained from any applications referred to in paragraphs (a) and (b) above and
- (d) the Patent Applications together with:
 - (i) any patents that may be granted pursuant to the Patent Applications; and
 - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Applications in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

Trade Marks means the Trade Marks identified in the Schedule and any Trade Marks in use by the Assignor as of the date of this agreement.

2. ASSIGNMENT

2.1 Assignment: In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to:

- (a) the Invention;
- (b) the Intellectual Property Rights; and
- (c) the goodwill attached to and symbolised by the Trade Marks as well as any goodwill attached to the Assignor's business; and
- (d) the Know-How, including:
 - (i) the exclusive and worldwide right to use, copy, modify and disclose the Know-How for any purpose whatsoever; and
 - (ii) the right to file patent and design applications over any part of the Know-How.

2.2 Rights of action: The assignments effected by clause 2.1 include:

- (a) the assignment and transfer of:

- (i) the right to sue for damages for infringement or misuse of the Intellectual Property Rights; and
- (ii) all other rights of action, powers, legal and equitable remedies, and benefits arising from ownership of the Intellectual Property Rights,

in relation to all causes of action arising before, on or after the date of this deed; and

- (b) the assignment and transfer of any materials that form part of the Know-How.

2.3 Moral rights: The Assignor:

- (a) waives all of the Assignor's moral rights arising from the Invention and from the Trade Marks including copyright in the Trade Marks throughout the world; and
 - (b) consents to all uses and treatments of the Invention and the Intellectual Property Rights,
- to the extent that the Assignor may lawfully do so.

3. KNOW-HOW

3.1 The Assignor will, at the request of the Assignee and to the extent it has not already done so:

- (a) disclose all Know-How to the Assignee in writing;
- (b) provide all other reasonable assistance and information that may be reasonably necessary to assist the Assignee, or its nominee, to develop and to make or use the Invention; and
- (c) where possible, provide all original versions of the invention and any materials that form part of the Know-How.

4. CONFIDENTIALITY

4.1 Confidentiality obligations: The Assignor agrees to treat all information relating to the Invention, the Know-How and the Intellectual Property Rights as secret and confidential. The Assignor will not use, disclose or publish such information without the Assignee's prior written consent.

4.2 Exceptions to confidentiality: The obligations of confidentiality in clause 4.1 do not extend to any information that is or becomes generally available to the public through no act or default of the Assignor. However, the Assignor will promptly advise the Assignee if the Assignor becomes aware of any actual or potential loss of secrecy or confidentiality of the information referred to in clause 4.1.

5. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

5.1 Further actions: If requested by the Assignee the Assignor will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things that the Assignee considers necessary or desirable to:

- (a) apply for and obtain, or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining, protection of the Intellectual Property Rights. The Assignor acknowledges that all rights, title and interest in and to such applications and any granted protection will be owned by the Assignee;

- (b) vest in the Assignee ownership of any protection referred to in paragraph (a) above;
- (c) amend, maintain, or renew any protection referred to in paragraph (a);
- (d) enforce any of the Intellectual Property Rights (including by obtaining any remedies that may be available for infringement of the Intellectual Property Rights);
- (e) defeat any challenge to the validity of any of the Intellectual Property Rights;
- (f) defend any opposition proceedings brought by a third party in relation to the Intellectual Property Rights;
- (g) conduct opposition proceedings regarding any application for intellectual property protection by a third party, where such application may adversely affect the Assignee's ability to exploit the Intellectual Property Rights; and
- (h) otherwise implement and carry out the Assignor's obligations under this deed.

5.2 **Power of attorney:** The Assignor irrevocably appoints the Assignee as the Assignor's attorney with full power to act in the Assignor's name and on the Assignor's behalf to do any of the things required to be done by the Assignor under clause 5.1:

- (a) to the extent that the Assignor fails to do any of those things within a reasonable time after being called upon to do so by the Assignee; or
- (b) If the Assignee is unable, after making reasonable and proper inquiries, to locate the Assignor to ask the Assignor to do those things.

6. GENERAL

6.1 **Deed binding and delivered:** For the purposes of section 9 of the Property Law Act 2007, this deed:

- (a) is intended to be immediately and unconditionally binding upon the Assignor as soon as the Assignor executes and delivers this deed, whether or not the Assignee executes this deed or is required to do so for any reason; and
- (b) without limiting any other mode of delivery, will be delivered by the Assignor immediately upon the earlier of:
 - (i) physical delivery of an original form of this deed executed by the Assignor; or
 - (ii) transmission (whether by facsimile or email) of a copy of this deed executed by the Assignor, to the Assignee or its solicitor, patent attorney, or agent.

6.2 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.

6.3 **Counterparts:**

- (a) This deed may be executed in any number of counterparts (including facsimile or electronically scanned copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile or electronically scanned copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

6.4 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED

Aleis Pty Limited in the presence of:



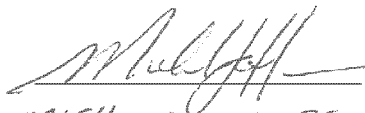
Signature

18.08.2019

Date

WITNESS

Signature:



Name:

MICHELE JEFFREE

Address:

8 CARLTON CRT BIRKDALE

Occupation:

HR MANAGER

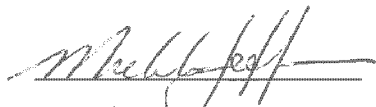
Signature

26.08.2019

Date

WITNESS

Signature:



Name:

MICHELE JEFFREE


Address:

8 CARLTON CRT BIRKDALE

Occupation:

HR MANAGER

Allflex Australia Pty Limited in the presence of:

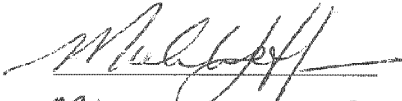

Signature

18-03-2019

Date

WITNESS

Signature:



Name:

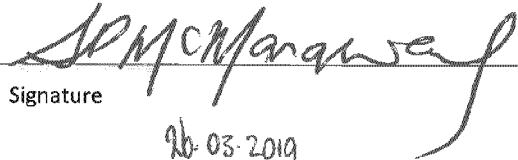
MICHELE JEFFREE

Address:

8 CARLTON CRT BIRKDALE

Occupation:

HR MANAGER

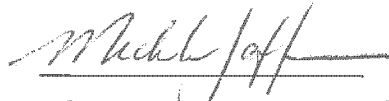

Signature

26-03-2019

Date

WITNESS

Signature:



Name:

MICHELE JEFFREE

Address:

8 CARLTON CRT BIRKDALE

Occupation:

HR MANAGER

SCHEDULE



Patents

Country	Number	Title	Date Filed
New Zealand	716242	Animal Identification Systems	08/09/2014
New Zealand	717226	Animal Identification Systems	08/09/2014
New Zealand	717228	Animal Identification Systems	08/09/2014
New Zealand	630331	Animal Identification Systems	08/09/2014
Australia	2015252767	Animal Identification Systems	30/04/2015
Australia	2016257774	Antenna Apparatus	02/05/2016
Australia	2018213987	Animal Identification Systems	30/04/2015
Australia	2002344680	Tracking at Marketing System	28/06/2002
Australia	2015901626	Antenna Apparatus	06/05/2015
Australia	2002308411	Livestock Processing Antenna	22/05/2002
Australia	2010303188	HDX Demodulator	12/10/2012
Australia	2004902820	Non Re-useable Tag Device	28/05/2004

Australia	2004211008	Security Systems	12/02/2004
Australia	2003902461	Non Re-useable Tag Device	21/05/2003
Australia	2003900627	Security Systems	13/02/2003
Australia	2003225347	Security Systems	22/05/2003
Australia	2003900325	Identifying Apparatus	24/01/2003
Australia	2010305330	Radio frequency Identification Reader Antenna having a dynamically adjustable Q- factor	11/10/2010
Australia	2003101051	A Moveable EID Reading Apparatus	24/12/2003
Australia	2003100379	Identifying Apparatus	21/05/2003
Australia	2002100407	Livestock Processing Antenna	24/05/2002
Australia	2001909024	Improved Tracking and marketing System	23/11/2001
Australia	2001906122	Livestock Tracking and marketing System	04/07/2001
Australia	2001905248	Livestock Processing System	25/05/2001
Australia	2001100586	Tracking and Marketing System	23/11/2001
Australia	1999058395	Carrier Identification Device	02/09/1999

Europe	15786816.7	Animal Identification Systems	30/04/2015
Europe	16788954.2	Antenna Apparatus	02/05/2016
Canada	2984806	Antenna Apparatus	14/01/2014
Korea	2017-7035275	Antenna Apparatus	02/05/2016
United States	15/572,149	Antenna Apparatus	11/06/2017
Japan	2018-0816	Antenna Apparatus	02/05/2016
United States	15/308,060	Animal Identification System	30/04/2015
South Africa	201707327	Antenna Apparatus	02/05/2016
Mexico	MX/a/2017/014052	Antenna Apparatus	02/05/2016

Trademarks

Country	Number	Title	Date Filed	Class(s)
Australia	616401	ALEIS	17/11/1993	9
Australia	778346		16/11/1998	9
Australia	807207		15/09/2015	9

Australia	780299	Stoc Traka	07/12/1998	9
Australia	816754	Trakt	08/12/1999	9, 37