

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5746150

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HY-PERFORMANCE FLUID POWER PTY LTD	02/01/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PROREMAN PTY LTD
<b>Street Address:</b>	C/O MINTERELLISON
<b>Internal Address:</b>	LEVEL 23, 525 COLLINS STREET
<b>City:</b>	MELBOURNE
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	3000
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9132808
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Email:</b>	lmartino@mendelip.com
<b>Correspondent Name:</b>	MENDELSON DUNLEAVY, P.C.
<b>Address Line 1:</b>	1500 JOHN F. KENNEDY BLVD.
<b>Address Line 2:</b>	TWO PENN CENTER, SUITE 312
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19102
<b>ATTORNEY DOCKET NUMBER:</b>	ALL-1008US
<b>NAME OF SUBMITTER:</b>	KEVIN J. DUNLEAVY
<b>SIGNATURE:</b>	/Kevin J. Dunleavy/
<b>DATE SIGNED:</b>	09/30/2019
<b>Total Attachments: 8</b>	
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**PATENT**

**REEL: 050568 FRAME: 0883**

# Intellectual property assignment and recordal deed

Dated *1 FEBRUARY 2018*

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## Parties

**Assignor**                    **Hy-Performance Fluid Power Pty Ltd ACN 063 947 697 as trustee for the Robinson Family Trust ABN 58 845 467 124 and in its own capacity**  
of PO Box 833, Browns Plains, Queensland, 4118

**Assignee**                    **ProReman Pty Ltd ACN 621 802 104**  
of C/- MinterEllison, Level 23, 525 Collins Street, Melbourne, Victoria, 3000

## Background

- A      The Assignor is the owner of the Patents.
- B      The Assignor has agreed to assign the Patents to the Assignee and to cooperate in recording the assignment.
- C      The parties have agreed to execute this deed to confirm and record the assignment of the Patents to the Assignee.

## Agreed terms

### 1      **Defined terms**

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In this deed:

<b>Term</b>	<b>Definition</b>
<b>Effective Date</b>	means 1 February 2018.
<b>Patents</b>	means the patents set out in the Schedule.

### 2      **Assignment**

---

- (a)    The Assignor assigns to the Assignee all its right, title and interest (including intellectual property rights) in the Patents on and from the Effective Date, to the extent that it has not assigned any right, title or interest to the Patents as at that date.
- (b)    The parties agree that the assignment under paragraph (a) includes:
  - (i)     the Assignor's right to be registered as the proprietor of the Patents;
  - (ii)    all of the Assignor's rights in the Patents under all applicable laws; and

- (iii) all of the Assignor's rights to institute and maintain proceedings for infringement of the Patents (whether such infringement occurred before, on or after the date of the assignment under this clause 2), including the right to retain any damages awarded with respect to such infringement.

### **3 Further assurances**

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- (a) The Assignor must promptly sign or cause to be signed all documents provided by the Assignee, and do any other acts reasonably requested by the Assignee, necessary to assign, or register the assignment of, the rights contemplated by clause 2.
- (b) For the avoidance of doubt, the Assignee will be responsible for facilitating the recording of the assignment of the rights contemplated by clause 2 with the relevant patent registers, including by filing this document and obtaining any other forms or other documents as required by the local patent offices to effect the registration of the assignment (provided that this paragraph (b) does not limit the Assignor's obligation under paragraph (a) to sign such documents and forms for filing by the Assignee and otherwise provide reasonable assistance to effect such registration).

### **4 Capacity of Assignor**

---

Hy-Performance Fluid Power Pty Ltd represents and warrants that it:

- (a) has full and valid power and authority under the trust deed of the Robinson Family Trust, and all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied, to enter into this deed and to assign the Patents under this deed; and
- (b) is bound by this deed in its personal capacity and in its capacity as trustee of the Robinson Family Trust.

### **5 Governing law and jurisdiction**

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- (a) Queensland law governs this deed.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

### **6 Counterparts**

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This deed may be signed in any number of counterparts. All counterparts together make one instrument.

## Schedule

Patents (clause 2)

Title	Status	Jurisdiction	Proprietor	Expiry	Number
Brake unit	Granted	Australia	Hy-Performance Fluid Power Pty Ltd	14 May 2029	2009250324
Brake unit	Granted	Canada	Hy-Performance Fluid Power Pty Ltd	14 May 2029	2722447
Brake unit	Granted	Europe (France, Germany, Great Britain and Italy)	Hy-Performance Fluid Power Pty Ltd	20 November 2035	EP2 323 879 Germany 60 2009 034 979.1
Brake unit	Granted	Japan	Hy-Performance Fluid Power Pty Ltd	14 May 2029	539779
Brake unit	Granted	South Africa	Hy-Performance Fluid Power Pty Ltd	14 May 2029	2010/07969
Brake unit	Granted	United States of America	Hy-Performance Fluid Power Pty Ltd	14 March 2029	9 132 808

## Execution

EXECUTED as a deed

Signed sealed and delivered  
by  
Hy-Performance Fluid Power Pty Ltd ACN 063 947  
697 as trustee for the Robinson Family Trust  
ABN 58 845 467 124 by:

^ \_\_\_\_\_  
Director

^ \_\_\_\_\_  
Director/Secretary

^ Moana Claire Robinson  
Full name of Director

^ Peter Bryce Robinson  
Full name of Director/Secretary

Signed sealed and delivered  
by  
Hy-Performance Fluid Power Pty Ltd  
ACN 063 947 697 by:

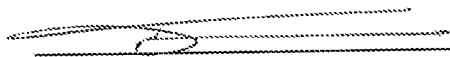
^ \_\_\_\_\_  
Director

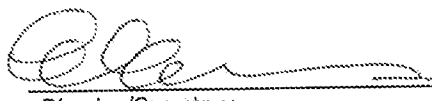
^ \_\_\_\_\_  
Director/Secretary

^ Moana Claire Robinson  
Full name of Director

^ Peter Bryce Robinson  
Full name of Director/Secretary

Signed sealed and delivered  
by  
ProReman Pty Ltd ACN 621 802 104 by:

^   
Director

^   
Director/Secretary

^ Terry Boone  
Full name of Director

^ Annaliese Fomes  
Full name of Director/Secretary

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Dated 1 February 2018

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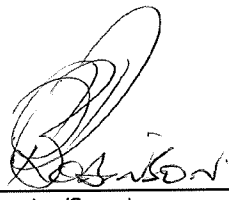
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Full name of Director


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Director/Secretary

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Full name of Director/Secretary

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Hy-Performance Fluid Power Pty Ltd  
ACN 063 947 697 by:

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Director

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Director

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Full name of Director

^ \_\_\_\_\_  
Director/Secretary

^ \_\_\_\_\_  
Full name of Director/Secretary