

<b>PATENT ASSIGNMENT COVER SHEET</b>
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 Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THE AUSTRALIAN NATIONAL UNIVERSITY	03/19/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FLEX-G PTY LTD
<b>Street Address:</b>	VISSUM 5 TORRENS STREET
<b>City:</b>	BRADDON ACT
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	2612
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9914108
<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>	
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<b>ATTORNEY DOCKET NUMBER:</b>	224222-351824
<b>NAME OF SUBMITTER:</b>	THOMAS A. WOOTTON
<b>SIGNATURE:</b>	/Thomas A. Wootton/
<b>DATE SIGNED:</b>	10/04/2019
<b>Total Attachments: 12</b>	
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Australian  
National  
University

AGREEMENT FOR ASSIGNMENT OF IP

THE AUSTRALIAN NATIONAL UNIVERSITY

ABN 52 234 063 906

and

FLEX-G PTY LTD

ABN 13 621 616 957

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## **PARTIES**

1. **THE AUSTRALIAN NATIONAL UNIVERSITY ABN 52 234 063 906** an institution pursuant to the *Australian National University Act 1991 (Cth)* of Acton in the Australian Capital Territory ('the **ANU**')

## **AND**

2. **FLEX-G PTY LTD ABN 13 621 616 957** with registered address at Viisum, 5 Torrens Street, Braddon ACT 2612 ('the **Company**')

## **BACKGROUND**

## **OPERATIVE PROVISIONS**

### **1 DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this Agreement, the following words have the following meanings, unless the context requires otherwise:

**Agreement** means this Agreement and any schedules or annexures to it.

**Affiliate** means in respect of a party (the **Primary Party**) an entity:

- (a) where the **Primary Party** owns more than fifty per cent of the voting rights in the entity; or
- (b) that owns more than fifty per cent of the voting rights in the **Primary Party**;  
or
- (c) where a shareholder of the **Primary Party** referred to in clause (b) above owns more than fifty per cent of the voting rights in the entity.

**ANU IP** means the following Intellectual Property owned by ANU or solely conceived or created by ANU or others on its behalf:

- (a) copyright in, and know-how and trade secrets in and recorded by, the Know-how Documents;
- (b) the Patents listed in Schedule 1;
- (c) all developments, modifications, additions, adaptations, enhancements or improvements to, of or in respect of the Patents listed in Schedule 1 which were created by Shannon Notley while an employee of the ANU or by Matthew Quinn undertaking research under Shannon Notley's supervision; and
- (d) the Intellectual Property the subject of the deed of assignment between ANU and Swinburne University of Technology ABN 13 628 586 699 with a commencement date of 14 October 2015 (including the provisional patent specifications identified in Schedule 1 (Extraction of particles, Nanocomposites and Dispersion) of that deed.

**Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory.

**Commencement Date** means the date on which all parties have duly executed this Agreement.

**Commercialise** means:

- (a) in relation to an Intellectual Property right, the exercise of all the rights exclusively granted to the holder of such Intellectual Property rights by the laws of the jurisdiction in which the Intellectual Property right subsists, including the right to make, use, copy, distribute, adapt, research, exploit, develop and including (where permitted under this Agreement) the right to sub-licence those rights;
- (b) in relation to a product, kit, apparatus, substance, documentation or information resource (or any part of such materials), to use, make, distribute, market, sell, hire out, lease, supply, or otherwise dispose of it; and
- (c) in relation to a method or process, to use the method or process to do any act mentioned in (b) in respect of a product resulting from such use.

and **Commercialising** and **Commercialisation** have a corresponding meaning.

**Confidential Information** means all know how, Intellectual Property, business, financial, technical and other commercially valuable or sensitive information of a party in whatever form, including inventions (whether or not reduced to practice), trade secrets, methodologies, formulae, graphs, drawings, samples, biological materials, devices, models, business plans, policies and any other materials or information which a party regards as confidential, proprietary or of a commercially sensitive nature that may be in the possession of that party or its employees or officers, including the terms of this Agreement, but excluding information which:

- (a) is now in the public domain, or enters the public domain after the Commencement Date, other than as a result of an unauthorised disclosure;
- (b) can be shown by contemporaneous records of the recipient to have been known to the recipient at the time it is received pursuant to this Agreement;
- (c) is provided to the recipient by a third party after the Commencement Date, lawfully and without violating any restriction on its disclosure; or
- (d) can be shown by contemporaneous records of the recipient to have been independently developed by the recipient without reference to the Confidential Information of the other party.

Information is not to be considered to be in the public domain for the purposes of this Agreement unless it is lawfully available to the general public from a single source without restriction on its use or disclosure.

**Financial Year** means the period beginning on 1 July and ending on 30 June each year.

**Gross Sales Revenue** means all revenue derived by the Company or its Affiliates from the Sale of Product. A Sale will be deemed completed at the time the Company or its Affiliate invoices, ships, or receives payment for such Product(s), whichever occurs first. For this definition revenue excludes: (i) goods and services tax, value added tax or any consumption tax or withholding tax; (ii) reasonable costs actually incurred for freight, shipping, carriage of Products and related insurance and customs costs and charges; (iii) revenue in respect of Products subsequently returned where, and to the extent, such revenue is credited or refunded by the Company.

**Intellectual Property** means all rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields (whether or not registered or registrable or having to undergo any other process for grant, registration or the like) including:

- (a) copyright (including future copyright);
- (b) inventions (including granted patents and patent applications);
- (c) trademarks (including registered trademarks and trademark applications);
- (d) designs (including registered designs and design applications);
- (e) circuit layouts and the like;
- (f) trade secrets;
- (g) know-how; and
- (h) plant breeder's rights.

**Know-how Documents** means the documents and technical data relating to the production and use of pristine graphene and other 2D materials referred to or identified in Schedule 2.



**Licence** has the meaning given to that term in paragraph B of the Background.

**Non-Commercial Research** means research that is undertaken solely for academic interest and which is not directed to the development of commercial products and services. It includes the Publication of findings resulting from that research.

**Non-Sales Revenue** means any income, revenue or market value of any gain or interest (whether legal or equitable including but not limited to an interest as a shareholder), other than Gross Sales Revenue, obtained by the Company or its Affiliates through the sale, transfer, licensing or sublicensing of ANU IP to a third party including, without limitation, income received by way of licence issue, option or distribution fees, milestone or bonus payments, fees to maintain licence rights and royalties on the sale or distribution of Products. For this definition income, revenue and market value excludes goods and services tax, value added tax or any consumption tax or withholding tax.

**Patents** means the patents and patent applications set out in Schedule 1 including any corresponding patents and patent applications in other jurisdictions, any divisionals, continuations, reissues and re-examinations.

**Patent Costs** means fees, costs and expenses (including patent attorney and legal fees and expenses and government charges) incurred by a party with respect to filing, prosecution and maintenance of the Patents.

**Product** means any product, kit, apparatus, substance, documentation, service or information resource (or any part of such materials or services) that applies, utilises, incorporates, comprises or is made according to all or any part of the ANU IP.

**Publication** means to any dissemination or transmission to the public, or to any section of it, of any information in any form and in any medium.

**Sales** means sales of any kind, including retail sales, the hire out, leasing, commercial supply or the other disposal of a Product.

**Term** has the means the period from the Commencement Date until all Patents have:

- (d) expired;
- (e) lapsed; or
- (f) are found to be invalid or are rejected in an unappealable or unappealed decision in all countries.

## 1.2 Interpretation

In this Agreement unless the contrary intention appears:

- (a) a reference to this Agreement or any instrument includes any variation or replacement of any of them;
- (b) a reference to a person includes a reference to a body corporate;

- (c) a reference to "dollar" or "\$" is a reference to the unit of currency of Australia;
- (d) a reference to a statute, ordinance, code or other law includes regulations and other instruments made under it and any consolidations amendments, re-enactments or replacements of any of them;
- (e) the singular includes the plural and vice versa;
- (f) headings to clauses are included for convenience only and will not affect the interpretation of the clauses to which they relate;
- (g) the word "include" is used without any limitation;
- (h) a reference to one gender is a reference to all genders;
- (i) where any word or phrase has been given a defined meaning under clause 1.1 of this Agreement, that meaning will be attributed to any other grammatical form of the word or phrase; and
- (j) where a party to this Agreement comprises two or more persons the rights and obligations of those persons under this Agreement will bind all of them jointly and each of them severally.

## **2 ASSIGNMENT**

### **2.1 Assignment**

- (a) ANU hereby assigns to the Company on the Commencement Date all right, title and interest in the ANU IP and ANU will do all things, including signing all documents and forms as reasonably requested by the Company, obtaining the grant of any of pending applications forming part of the ANU IP or in connection with bringing or defending any proceedings relating to any of the ANU IP, in order to confirm or perfect such assignment.
- (b) The assignment in clause 2.1(a) includes the right to take action, sue for accounts of profit, and recover damages and seek other relief, in relation to any infringement or misappropriation of the ANU IP that may have occurred prior to the Commencement Date.

**10.3 Addresses**

The addresses for service to the parties are:

(a) In the case of the ANU:

Director, Technology Transfer Office

The Australian National University

Bld X-005 Childers St, Lv 6

ACTON Australian Capital Territory 2614

innovation@anu.edu.au

(b) In the case of the Company:

Shannon Notley (Managing Director)

Flex-G Pty Ltd

**Viisum, 5 Torrens St  
Braddon ACT 2612 Australia**

**Postal Address**

**Flex-G Pty Ltd**

**PO Box 756**

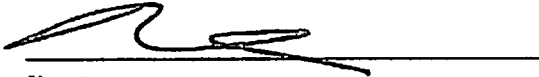
**Mawson ACT 2607 Australia**

**shannon.notley@flexegraph.com**

**EXECUTED AS AN AGREEMENT**

SIGNED for and on behalf of

**THE AUSTRALIAN NATIONAL UNIVERSITY ABN 52 234 063 906**



Signature  
Professor Michael Cardew-Hall  
Pro Vice-Chancellor  
(Innovation and Advancement)  
The Australian National University  
Name in Full and Position Canberra ACT 2600 Australia

19<sup>th</sup> March 2019

Date



Signature of Witness

Fiona Nelson

Name of Witness

SIGNED on behalf of

**Flex-G Pty Ltd**

pursuant to section 127 of the Corporations Act 2001:

SHANNON NOTLEY

Name of DIRECTOR/Individual

\_\_\_\_\_

Name of DIRECTOR / SECRETARY

 19/3/19  
Signature date

\_\_\_\_\_ \_\_\_\_\_  
Signature date

**SCHEDULE 1: PATENTS**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application Number</b>
Exfoliating laminar material by ultrasonication in surfactant	Australia	2012286515
	China	201280043964.3
	Japan	2014-520463
	Europe	12814402.9
	US	14/233312
Extraction of platelet-like particles from aqueous to non-aqueous media	Australia	2016340018
	China	201680073512.8
	Japan	2018538921
	Europe	16854628.1
	US	15/769631
Traction drive fluids	US	15/769625
	Australia	2016340023
	Japan	2018538922