

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5855688

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PETER JAMES HERRING	05/26/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CROWN MELBOURNE LIMITED
<b>Street Address:</b>	8 WHITEMAN STREET
<b>City:</b>	SOUTHBANK, VICTORIA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	3006
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15625843
<b>Application Number:</b>	62506220
<b>Application Number:</b>	62487448
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)760-9502
<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>Phone:</b>	9497600404
<b>Email:</b>	efiling@knobbe.com
<b>Correspondent Name:</b>	KNOBBE, MARTENS, OLSON & BEAR, LLP
<b>Address Line 1:</b>	2040 MAIN STREET
<b>Address Line 2:</b>	14TH FLOOR
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614
<b>NAME OF SUBMITTER:</b>	VIKAS BHARGAVA
<b>SIGNATURE:</b>	/Vikas Bhargava/
<b>DATE SIGNED:</b>	12/06/2019
<b>Total Attachments: 6</b>	
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# DEED OF ASSIGNMENT AND CONFIRMATION

## Details

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### Parties

**Name:** Peter James Herring  
*(Inventor)*

**Address:** 8 David Street, Box Hill South, Victoria, 3128, Australia

**Name:** Crown Melbourne Limited, ACN 006 973 262  
*(Assignee)*

**Address:** 8 Whiteman Street, Southbank, Victoria, 3006, Australia  
Attention: Chief Legal Officer - Australian Resorts

**THIS DEED** is entered into on the date on which it is last signed by a party  
**between** the party named in item 1 of the **Schedule** *(Inventor)*  
**and** the party named in item 2 of the **Schedule** *(Assignee)*

### Background

- A. The Inventor has made an inventive contribution to the invention described in the applications set out in item 3 of the **Schedule** *(Applications)*.
- B. Pursuant to a pre-existing legal relationship (by way of employment, contract or otherwise) between the Inventor and the Assignee, the Assignee has acquired all of the Inventor's right, title and interest whatsoever and wherever subsisting in the world in the Applications and any invention described in the Applications *(Invention)*, save, if applicable, for any Residual Interest (as defined below).
- C. The parties wish to enter into this deed to record the Assignee's rights in respect of the Invention.

# Terms

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## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Deed, the following terms have the following meanings.

**Assigned Rights** means all of the following rights subsisting in the world to the extent arising from the Inventor's inventive contribution to the Invention:

- (a) all rights in the Invention and the Applications;
- (b) any rights to file any Corresponding Application and any rights arising from any such filing;
- (c) any rights to file any Related Application and any rights arising from any such filing;
- (d) any rights to claim priority from the Applications and any Corresponding Application;
- (e) any rights to be granted patents in respect of the Invention, the Applications, any Corresponding Application and any Related Application and all rights arising from any such patent;
- (f) copyright subsisting in any works or other subject matter (as defined in the *Copyright Act 1968* (Cth)) created by the Inventor for the Invention or the Applications;
- (g) any rights to sue for infringement of any of the rights described in paragraphs (a)-(e) above, occurring prior to the date of this Deed; and
- (h) any additional rights outlined in item 4 of the **Schedule**.

**Corresponding Application** means an application anywhere in the world for a patent made in respect of the Invention or any other invention described in the Applications and includes an application which claims priority from the Applications such as an application made under the Patent Cooperation Treaty, an application made under the Paris Convention, or a complete or non-provisional application.

**Related Application** means any application based on any Corresponding Application such as a divisional application, a continuation application or a continuation-in-part application.

**Residual Interest** means any part of the right, title and interest whatsoever and wherever subsisting in the world in the Applications and the Invention which has not been acquired by the Assignee as at the date of this Deed.

### 1.2 Interpretation

In this Deed, unless the context indicates to the contrary:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and conversely;
- (c) the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to an agreement or document (including a reference to this document) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document;
- (f) the expression *person* includes a natural person, an institution, a body corporate, an agency or other body;
- (g) references to any *party* to this document will include the party's legal successor (including executors and administrators) and permitted assigns; and
- (h) all Schedules of, and Annexures to, this document form part of this document.

## **2. ASSIGNMENT AND CONFIRMATION**

- (a) To the extent that the Inventor retains any Residual Interest in the Assigned Rights, the Inventor assigns all right, title and interest whatsoever and wherever subsisting in the Residual Interest to the Assignee, absolutely and free of any encumbrances, such Residual Interest hereafter forming part of the Assigned Rights acquired by the Assignee.
- (b) The Inventor confirms that the Assignee has acquired all right, title and interest whatsoever and wherever subsisting in the Assigned Rights, absolutely and free of any encumbrances.
- (c) The Inventor irrevocably consents to the Assignee exercising its rights in the Assigned Rights in a manner that, but for the consent, would otherwise infringe the moral rights of the Inventor.

## **3. WARRANTIES IN RELATION TO RIGHTS ASSIGNED**

The Inventor warrants to the Assignee that:

- (a) the Inventor has not granted or assigned (or agreed to grant or assign) and will not purport or agree to grant or assign any rights of any nature in any of the Assigned Rights to any third party whatsoever; and
- (b) the Inventor has not granted or agreed to grant and will not purport or agree to grant any licence under any of the Assigned Rights.

#### **4. FURTHER ASSURANCES**

The Inventor undertakes, at the expense, and upon request, of the Assignee, to do all acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the Assigned Rights (including prosecution, maintenance, defence and enforcement of the Applications, any Corresponding Application, any Related Application or any patent or other registered right). Without limiting the preceding sentence, the Inventor irrevocably and unconditionally appoints the Assignee as its agent and attorney to do all acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the Assigned Rights.

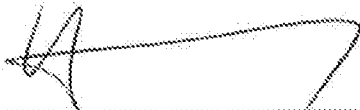
#### **5. GENERAL**

- (a) This Deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.
- (b) No amendment or variation of this Deed is valid or binding on a party unless made in writing and executed by both parties.
- (c) Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this Deed.
- (d) This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- (e) This Deed is governed by the laws of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.
- (f) Each party will bear its own costs of and incidental to the preparation of this Deed and the matters referred to in the Background.
- (g) This Deed will be binding on, and enure for the benefit of each of the parties and their respective successors in title and permitted assigns.

# Signing page

EXECUTED as a deed.

Signed, sealed and delivered by **Peter James Herring** in the presence of



Signature

26.05.17

Date

PETER HERRING

Name (print)



Signature of Witness

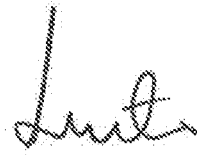
26/5/17

Date

ATHENA GREENALL-WYGON

Name of Witness (print)

Signed for and on behalf of **Crown Melbourne Limited (ACN: 006 973 262)** in accordance with section 127 of the Corporations Act 2001



Signature of Director

30 MAY 2017

Date

Kenneth McRae Barton

Name of Director (print)



Signature of Director/Company Secretary

30/5/17

Date

Michael James Neilson

Name of Director/Company Secretary (print)

# SCHEDULE

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1. **Inventor** - Peter James Herring of 8 David St, Box Hill South, Victoria, 3128, Australia;
2. **Assignee** - Crown Melbourne Limited, ACN: 006 973 262, of 8 Whiteman St, Southbank, Victoria, 3006, Australia;
3. **Applications** - United States Patent Application No: 62/487448 Filing Date: 20 April 2017  
Title: Audio System  
United States Patent Application No: 62/506220 Filing Date: 15 May 2017  
Title: Audio System
4. **Additional Rights** - Any of the following rights the Inventor may have in relation to the Invention or Applications, to the extent any such rights are assignable at law:
  - (a) rights under section 24 of the Patents Act 1990 (Cth) and any corresponding provisions under any other legislation in Australia and any country providing for a grace period;
  - (b) rights under section 119 of the Patents Act 1990 (Cth) and any corresponding provisions under any other legislation in Australia or any other country providing for prior use rights; and
  - (c) rights under section 70 of the Patents Act 1990 (Cth) and any corresponding provisions under any other legislation in Australia and any country providing for extension of term or Supplementary Protection Certificate.