

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5881942

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL CHRISTOPHER STUART	04/23/2019
RECEIVING PARTY DATA	
Name:	POLARIS IP PTY LTD
Street Address:	C/O MGB TAX COUNT
Internal Address:	4 HUNTLEYS POINT ROAD
City:	HUNTLEYS POINT NSW
State/Country:	AUSTRALIA
Postal Code:	2111
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	15998642
Patent Number:	9121207
Patent Number:	9759000
Patent Number:	D821176
CORRESPONDENCE DATA	
Fax Number:	(202)783-6031
<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:	202-783-6040
Email:	pto-pat-email@rothwellfigg.com
Correspondent Name:	ROTHWELL FIGG ERNST & MANBECK P.C.
Address Line 1:	607 14TH STREET, N.W., SUITE 800
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	3783-102
NAME OF SUBMITTER:	AYDIN H. HARSTON, PH.D., 65,249
SIGNATURE:	/Aydin H. Harston/
DATE SIGNED:	12/23/2019
Total Attachments: 7	
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DEED OF ASSIGNMENT

THIS DEED made the 23rd day of April, 2019

PARTIES:

1. **MICHAEL CHRISTOPHER STUART** of 84 Coachwood Road, Matcham NSW 2250, Australia (the **Assignor**)
2. **POLARIS IP PTY LTD** (ACN 625 343 964) c/o MGB Tax Count, 4 Huntleys Point Road, Huntleys Point NSW 2111, Australia (**Polaris IP**)

RECITALS:

- A. The Assignor is the owner of the Assigned IP.
- B. The Assignor has agreed to assign to Polaris IP all of his right, title and interest in the Assigned IP, and Polaris IP has agreed to accept such assignment, on the terms and conditions of this deed.

IT IS AGREED:**1. DEFINITIONS**

In this deed, including the Recitals, the following definitions apply to terms beginning with capital letters, unless the context otherwise requires.

Assigned IP means:

- (a) the Design Rights;
- (b) the Patent Rights; and
- (c) all Intellectual Property in the Technical Information.

Commencement Date means the date this deed is last executed by a party.

Design Rights means:

- (a) the design registrations and applications set forth in Schedule 1;
- (b) all design applications that are based on, or claim priority from, or are divided from or are continuations of, or are additions to the design registrations and applications described in paragraph (a); and
- (c) all design registrations which may be granted pursuant to any of the design applications referred to in paragraphs (a) and (b).

Intellectual Property means all statutory and other proprietary rights in respect of copyright and neighbouring rights, future copyright, all rights in relation to inventions, patents, utility models, plant varieties, registered and unregistered trademarks, registered

and unregistered designs, circuit layouts and rights to require information be kept confidential, but does not include moral rights which are not transferable.

Patent Rights means:

- (a) the patents, patent applications, utility models, and utility model applications set forth in Schedule 2;
- (b) all patent applications and utility model applications that are based on, or claim priority from, or are divided from or are continuations of, or are additions to the patents or patent applications described in paragraph (a); and
- (c) all patents and utility models which may be granted pursuant to any of the patent applications referred to in paragraphs (a) and (b).

Technical Information means information, including drawings, specifications, designs, test results, and other technical information or data relating to the subject matter of the Design Rights or the Patent Rights, and any material form in which the above materials or information are contained or embodied, or from which they can be reproduced.

2. ASSIGNMENT

- 2.1 In consideration for the sum of A\$1.00 and other good and valuable consideration (receipt and sufficiency of which are hereby acknowledged by the Assignor), the Assignor hereby assigns to Polaris IP his entire right, title and interest (legal and beneficial) in the Assigned IP with effect from the earlier of, the Commencement Date or the date of this deed, including without limitation:
- (a) the right to apply for any form of protection for the subject matter of the Assigned IP anywhere in the world;
 - (b) the right to claim priority from any patent or design applications or registrations within the Assigned IP;
 - (c) the right to use or commercially exploit the Assigned IP;
 - (d) the right to sue for damages and all other remedies in respect of any infringement of the Assigned IP which may have occurred before the date of this deed; and
 - (e) the rights to otherwise fully and entirely stand in the place of the Assignor in all matters related to any foregoing.
- 2.2 To the extent (if any) that legal and beneficial ownership of the Assigned IP cannot validly vest in Polaris IP from the Commencement Date, such assignment will take effect on and from the date of execution of this deed.

3. FURTHER ASSURANCES

- 3.1 The Assignor agrees, on the request of Polaris IP, to do everything reasonably necessary to give effect to this deed and to do all things as may be necessary to vest, confirm, perfect and record ownership of all Assigned IP by Polaris IP without further compensation, including, but not limited to, the execution of confirmation of assignment in favour of a successor in title of Polaris IP and other documents.
- 3.2 The Assignor agrees to make available any information, books and records in its possession or control reasonably required for the prosecution of applications for registered intellectual

Property Rights in the Assigned IP, the enforcement of the Assigned IP and the defence of the validity of all Assigned IP.

4. WARRANTY

- 4.1 Each party warrants that it has the power and authority to enter into and perform its obligations under this deed and the execution of this deed by it has been duly and validly authorised by all necessary corporate action.
- 4.2 The Assignor warrants that:
- (a) he has the right to make the assignment in clause 2 of this deed; and
 - (b) he has not executed, and will not execute any deed, agreement or other document or has not otherwise granted or will not grant any right or interest to any person in conflict with this deed.

5. AUTHORITY

- 5.1 The Assignor authorises Polaris IP or a successor in title of Polaris IP to file prosecute applications for patent, design or other protection for the subject matter of the Assigned IP in the names of the Assignor if required by the laws of any country. The Assignor agrees and acknowledges that any application filed in the name of the Assignor and in relation to the Assigned IP is solely for the benefit of Polaris IP and the Assignor acquires no right, title or interest in or to such application.

6. GENERAL

- 6.1 No amendments to this deed will be effective unless it is in writing and signed by all parties.
- 6.2 This deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one document. An executed counterpart may be delivered by facsimile or other electronic means.
- 6.3 Each party is to bear its own costs arising out of the negotiation, preparation and execution of this deed, except that Polaris IP must pay any applicable stamp duty and fees in connection with the assignments of the rights in the Intellectual Property pursuant to this deed.
- 6.4 Where applicable Polaris IP will pay to the Assignor all taxes or imposts in the nature of goods and services tax ("GST") as may be assessed from time to time in connection with the assignment of the Intellectual Property pursuant to relevant legislation upon receipt of a valid tax invoice.
- 6.5 The following rules of interpretation apply unless the context requires otherwise.
- (a) Headings are for convenience only and do not affect interpretation.
 - (b) The singular includes the plural and conversely.
 - (c) Where examples of a thing or set of things are given by reference to the word "including", the meaning of references to the thing or set of things is not to be limited by reference to the examples.
 - (d) A reference to any party to this deed or any other deed or document includes the party's successors and permitted assigns.

(e) This document or any part of it is not to be construed against a party because that party drafted or proposed it.

6.6 If any provision of this deed is unenforceable or invalid for any reason, the relevant provision will be deemed to be modified to the extent necessary to remedy such unenforceability or invalidity or, if this is not possible, then such provision will be severed from this deed, without affecting the enforceability or validity of any other provision of this deed.

6.7 The parties acknowledge that they have been given adequate opportunity to seek independent professional advice prior to entering this deed, and have either done so or chosen not to do so.

6.8 This deed is governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.

Schedule 1 – Design Rights

Application / Registration No.	Title	Filing Date	Status	Country
171414	Hinge	4 November 2016	Registered	Canada
003447945-0001	Hinges	4 November 2016	Registered	Europe
D821176	Hinge	4 November 2016	Registered	United States of America
201612445	Hinge	5 May 2016	Registered	Australia
201614226	Hinge	5 August 2016	Registered	Australia
201610883	Hinge	18 February 2016	Registered - Certified	Australia
201612299	Hinge	29 April 2016	Registered	Australia
201612297	Hinge	29 April 2016	Registered	Australia
201612296	Hinge	29 April 2016	Registered	Australia
201612295	Hinge	29 April 2016	Registered - Certified	Australia

Schedule 2 – Patent Rights

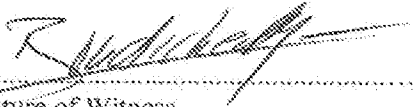
Application / Registration No.	Title	Filing Date	Status	Country
2008286190	Hinge	6 August 2008	Registered	Australia
CN 102112692 B	Hinge	6 August 2008	Registered	China
5608164	Hinge	6 August 2008	Registered	Japan
10-1500802	Hinge	6 August 2008	Registered	Republic of Korea
9121207	Hinge	6 August 2008	Registered	United States of America
2014253674	Hinge	15 April 2014	Registered	Australia
2909421	Hinge	15 April 2014	Application pending	Canada
ZL201480030212.2	Hinge	15 April 2014	Registered	China
14784866.7	Hinge	15 April 2014	Application pending	Europe
9759000	Hinge	15 April 2014	Registered	United States of America
15/670713	Hinge	7 August 2017	Application pending	United States of America
2017201858	Hinge	16 February 2017	Application pending	Australia
2017100333	Hinge	22 March 2017	Certified	Australia
2018101670	Hinge	7 November 2018	Certified	Australia
PCT/AU2017/050133	Hinge	16 February 2017	Application pending	PCT
3014701	Hinge	16 February 2017	Application pending	Canada
201720390659.1	Hinge	16 February 2017	Registered	China
17752569.8	Hinge	16 February 2017	Application pending	Europe
746413	Hinge	16 February 2017	Application pending	New Zealand
15/998642	Hinge	16 February 2017	Application pending	United States of America
201710243749.2	Hinge	16 February 2017	Registered	China
201811375605.3	Hinge	19 November 2018	Application pending	China
PCT/AU2018/000085	Foundation apparatus, foundation	31 May 2018	Application pending	PCT

PATENT

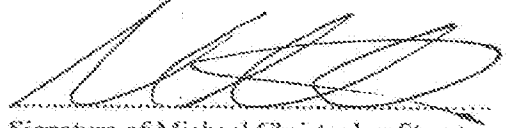
Application / Registration No.	Title	Filing Date	Status	Country
	assembly, kit and method of installing the same			

EXECUTED as a DEED

Signed, sealed and delivered by)
MICHAEL CHRISTOPHER STUART)
in the presence of)


.....
Signature of Witness

FRANCIS RINDSCHEDLER
Name of Witness



.....
Signature of Michael Christopher Stuart

23/4/2019
Date

Executed as a deed by)
POLARIS IP PTY LTD)
in accordance with)
s(27 of the Corporations Act 2001 (Cth))


.....
Signature of Director/Secretary

IRENE AGORATSIOS
Name of Director/Secretary


.....
Signature of Director

MICHAEL STUART
Name of Director
23/4/2019
Date