

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5943806

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROB HANNEBAUER	03/14/2018
TODD ROCKOFF	03/15/2018
DEAN RUBINE	03/14/2018
RECEIVING PARTY DATA	
Name:	HYPHY USA INC.
Street Address:	3500 SOUTH DUPONT HIGHWAY
City:	DOVER
State/Country:	DELAWARE
Postal Code:	19901
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16777014
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	HYFYP001C2
NAME OF SUBMITTER:	STEVE D BEYER
SIGNATURE:	/Steve D Beyer/
DATE SIGNED:	02/03/2020
Total Attachments: 10	
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source=HYFYP001C1_Assignment_Rockoff_to_HYPHY SIGNED by Todd#page1.tif	
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ASSIGNMENT OF PATENT APPLICATION

Whereas I, an undersigned inventor, have invented certain new and useful improvements as set forth in the patent application entitled:

SYSTEM FOR TRANSPORTING SAMPLED SIGNALS OVER IMPERFECT ELECTROMAGNETIC PATHWAYS



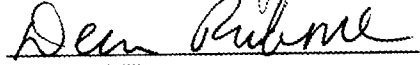
(Atty. Docket No. HYFYP001), (check one)

- ☐ for which I have executed a U.S. patent application on even date herewith. (Accompanying)
☒ which bears U.S. Application No. 15/925,123. (Not accompanying)
☐ which is a U.S. provisional application. (Accompanying)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, an undersigned inventor, hereby:

- 1) Sell, assign and transfer to Rockoff Security Pty Ltd, an Australian company having a place of business at 398 Wattle Tree Road, Holgate, New South Wales, Australia 2250 ("ASSIGNEE"), the entire right, title and interest in any and all improvements and inventions disclosed in, applications based upon, and patents granted upon (including foreign patents and the right to claim priority), the above-referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all United States Patents resulting from said application or any division, continuation, substitute, renewal, re-examination or reissue thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon the inventor, as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I have not entered and will not enter into any assignment, contract, or understanding that conflicts with this assignment.
- 6) Authorize and request my attorney/agent to insert above the Application No. in order to assist with recordal of this assignment.

Signed on the date indicated beside my signature.

- | | | |
|----|---|-----------------------------|
| 1) | Signature: <u></u> | Date: <u>March 14, 2018</u> |
| | Typed Name: Rob HANNEBAUER | |
| 2) | Signature: <u></u> | Date: <u>15 March 2018</u> |
| | Typed Name: Todd ROCKOFF | |
| 3) | Signature: <u></u> | Date: <u>March 14, 2018</u> |
| | Typed Name: Dean RUBINE | |

ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

For good and valuable consideration, the receipt of which is hereby acknowledged, Rockoff Security Pty Ltd, an Australian corporation having a primary place of business at 398 Wattle Tree Road, Holgate, New South Wales, Australia 2250 ("**Assignor**"), does hereby sell, assign, transfer and convey unto hyPHY USA Inc. a Delaware corporation having a primary place of business at 3500 South Dupont Highway, Dover, Delaware 19901 ("**Assignee**") or its designees, all of Assignor's entire right, title and interest in and to (a) all patents and patent applications listed below; (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals and extensions (collectively "related cases") of such patents and patent applications; (c) patents or patent applications (i) to which any or all of the foregoing directly or indirectly claims priority, and/or (ii) for which any or all of the foregoing directly or indirectly forms a basis for priority; and (d) the inventions, discoveries and improvements described or claimed in any or all of the foregoing (collectively "**Patent Rights**"):

Application Serial No.	Country	Filing Date	Title
16/199,559	U.S.	November 26, 2018	SYSTEM FOR TRANSPORTING SAMPLED SIGNALS OVER IMPERFECT ELECTROMAGNETIC PATHWAYS

Additionally, Assignor agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past, present and future infringement of the Patent Rights, (ii) the right to apply (or continue prosecution) in any and all countries of the world for patents, design patents, utility models, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding, and (iii) the rights, if any, to revive prosecution of any abandoned Patent Rights.

Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

Rockoff Security Pty Ltd

By: Todd E Rockoff

Name: Todd E. Rockoff

Title: CEO

Date: 23 Nov 2019

hyPHY USA Inc.

By: Adam Cougle

Name: Adam Cougle

Title: COO

Date: November 22, 2019

ROCKOFF SECURITY PTY LTD ACN 140 711 324

AND

HYPHY USA, INC.

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY



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tim.benjamin@benjaminlaw.com.au

Benjamin Lawyers is the business name of Benjamin Lawyers Pty Limited ABN 54 159 281 286

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The legal practitioners of Benjamin Lawyers are members of the scheme.

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS DEED made the 5th day of December 2018

BETWEEN ROCKOFF SECURITY PTY LTD ACN 140 711 324 of 318 Wattle Tree Road Holgate New South Wales 2250 Australia todd@hyphyusa.com (Assignor)

AND hyPHY USA, Inc. of 3500 South Dupont Highway, City of Dover, County of Kent, 19901, Delaware (Assignee);

RECITALS:

- A. The Assignee wishes to acquire the Intellectual Property and Materials (as defined in clause 1 below).
- B. The Assignor has agreed to assign the Intellectual Property and Materials to the Assignee.

OPERATIVE PROVISIONS:

1. Definitions

In this deed, and unless the context otherwise requires:

Copyright means the copyright subsisting in any work and/or other subject matter that embodies or describes the Inventions, the Patents, the Trade Marks and/or the commercialisation of the Inventions.

Intellectual Property means the Patent Rights, the Copyrights, the Trade Mark Rights and any other subject matter relating to the Inventions and the commercialisation of the Inventions and related fields of activity, whether tangible or intangible, that attracts, or is susceptible to protection by, Intellectual Property Rights.

Intellectual Property Rights means all copyright and analogous rights (including moral rights), all rights in relation to inventions (including patents rights), registered and unregistered trademarks (including service marks), registered designs and/or registrable designs, confidential information (including trade secrets), know-how, circuit layouts, plant breeder's and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields. These rights include:

- a) all rights in all applications to register these rights; and
- b) all renewals and extensions of these rights.

Inventions means the inventions the subject of the Patents.

Materials means the physical documents, works, other subject matter and other materials embodying or evidencing any Intellectual Property.

Moral Rights means rights of integrity, rights of attribution and other rights of an analogous nature which now exist or which may exist in the future, including, without limitation, moral rights under Pt IX of the *Copyright Act 1968* (Cth).

Patents means the patent applications listed in Item 1 of the Schedule and any and all patents granted upon them.

Patent Rights means and includes all and any of the rights under or in connection with the Patents and:

- a) all rights to in the future claim priority from any of the Patents,

- b) all rights to make further patent applications in the form of continuations and continuations in part of, patents of addition to, and divisional applications from any of the Patents that claim priority from any of the Patents, and
- c) all rights to inventions described and disclosed in any patent applications that have been filed but not completed and that have not become open to public inspection.

Trade Marks means the trade marks and trade mark applications listed in Item 2 of the Schedule and all trade marks granted upon them and trade marks used or proposed to be used that are not the subject of a trade mark application or in which there are common law rights.

Trade Mark Rights means and includes all and any of the rights under or in connection with the Trade Marks and:

- a) all rights to in the future claim priority from any of the Trade Marks
- b) all rights to make further trade mark applications in the form of divisional applications from any of the Trade Marks that claim priority from any of the Trade Marks.

2. ASSIGNMENT

The Assignor hereby assigns to the Assignee:

- (a) all Intellectual Property held by it (Assigned IP) and
- (b) all property, right, title and interest in the Materials embodying or evidencing the Assigned IP (Assigned Materials),
- (c) all rights to sue in respect of any infringement of the Assigned IP which may have arisen or accrued before the date of this deed and all rights to any remedy in relation thereto, including damages or an account of profits.

3. REGISTRATION

The Assignor agrees to sign, execute and deliver all documents, forms and papers reasonably required to be produced or obtained by the Assignee in connection with any applications for registration of any of the Assigned IP or to otherwise perfect the Assignee's title to Assigned IP and/or Assigned Materials.

4. MORAL RIGHTS

In respect of any Assigned Materials the subject of Moral Rights:

- (a) held by the Assignor, the Assignor hereby waives all moral or other similar rights in respect of the said works that the Assignor may be entitled to under the laws of any and all jurisdictions throughout the world in perpetuity. To the extent that the foregoing waiver is not enforceable in any such jurisdiction, the Assignor unconditionally and irrevocably consents, for the benefit of everyone throughout the world in perpetuity, to the doing of any act or omission any kind and extent in that jurisdiction in relation to the said works (including without limitation the making of any material alterations to the said works).
- (b) held by any employee, officer, agent or subcontractor of the Assignor, the Assignor undertakes to obtain from such person, if and to the extent requested by the Assignee, a waiver and consent in relation to such Moral Rights substantially in the form of paragraph (a) of this clause 4.

5. GENERAL WARRANTIES

Each party warrants that:

- (a) it has authority to enter and to perform its obligations under this deed;
- (b) it has the ability to perform its obligations under this deed; and
- (c) it is authorised by all necessary government and other agencies and authorities to perform its obligations under this deed and will continue to be authorised to perform the deed.

6. ASSIGNOR'S WARRANTIES

The Assignor represents and warrants to the Assignee that:

- (a) the Assignor has all necessary right and title to grant the rights and assign the property the subject of this deed;
- (b) the grant of any rights or assignment of any property (including Intellectual Property) the subject of this deed will not so far as the Assignor is aware, infringe the rights of any other person or constitute a breach of any agreement with any other person;
- (c) the Assignor has no knowledge of prior use of the Trade Marks by any other person
- (d) the Assignor has no knowledge of any infringement of Assigned IP by any other person
- (e) all of the information provided by the Assignor to the Assignee in relation to the subject matter of this deed before the Assignor executed this deed is true, correct and not misleading; and
- (f) before executing this deed, the Assignor notified the Assignee in writing of all third party liabilities or encumbrances which may be payable now or in the future in relation to the Assigned Materials.

7. GENERAL

- (a) This deed constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior understandings, arrangements and agreements between the parties.
- (b) A provision of this deed or a right created under it, may not be varied or waived except in writing, signed by the party or parties to be bound.
- (c) If any provision of this deed is rendered void or ineffective by operation of law, the validity or effectiveness of the remainder shall be unaffected.
- (d) If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.
- (e) A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this deed.
- (f) The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.
- (g) The warranties in this deed do not merge under any circumstances.
- (h) Rights given to the parties under this deed and the parties' liabilities under it are not affected by anything which might otherwise affect them by law.
- (i) The indemnities in this deed are continuing obligations, independent from the other obligations of the parties under this deed and continue after this deed ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this deed.
- (j) Each party agrees to do anything the other party reasonably asks of it (such as obtaining consents, signing and producing documents and getting documents completed and signed):
 - i. to bind the party and its successors under this deed;
 - ii. to give effect to the intentions of the parties and the objectives of this deed and the transactions contemplated by it, including negotiating in good faith with respect to any matters requested by the other party, and by the execution and delivery of documents and other instruments; and
 - iii. to use its reasonable endeavours to cause relevant third parties to do likewise to bind every party intended to be bound under this deed.

- (k) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this deed or any part of it.
- (l) Each party acknowledges that in relation to this deed it has received legal advice or has had the opportunity of obtaining legal advice.
- (m) The parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this deed and other related documentation except for stamp duty.
- (n) This agreement is governed by the law in force in the state of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of that place.

8. INTERPRETATION

In this deed:

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) a word or expression in the singular includes the plural, and the other way around;
- (c) words importing a gender include any gender;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (e) a reference to a Statute includes an amendment or re-enactment to that legislation and includes subordinate legislation in force under it;
- (f) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- (g) a reference to a party to this or any other deed or agreement includes that party's successors and permitted assignees;
- (h) a reference to an agreement other than this deed includes an undertaking, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (i) a reference to a recital, a clause (cl), a Schedule (Sch), or an Annexure is a reference to a recital, a clause, a Schedule or an Annexure to this deed;
- (j) a reference to a clause includes a reference to a subclause;
- (k) a reference to a person or words denoting a person includes a company, statutory corporation, partnership, joint venture, association, board, government or semi-government agency or authority and that person's successors and legal personal representative;

SCHEDULE

Item 1.

DETAILS OF PATENTS AND/OR PATENT APPLICATIONS

Country	Patent/Patent Application Number	Date	Status
Australia	AU2015903845 (provisional)	21 September 2015	Lapsed
WIPO	PCT/AU2016/050880; WO2017049347	21 September 2016; Priority date 21 September 2015	Lapsed
China	CN2018800466155	National phase of PCT/AU2016/050880	Pending
Europe	EP16847645.5	National phase of PCT/AU2016/050880	Pending
Japan	JP2018-51 3850	National phase of PCT/AU2016/050880	Pending
Korea	KR10-2018-700224	National phase of PCT/AU2016/050880	Pending
United States	US15/925123	National phase of PCT/AU2016/050880	Pending
Australia	AU 2017900974 (provisional)	20 March 2017	Lapsed
WIPO	PCT/AU2018/050257	21 March 2018; Priority date 20 March 2017	Yet to enter national phase

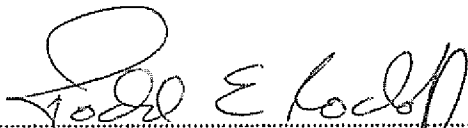
Item 2.

DETAILS OF TRADE MARKS AND TRADE MARK APPLICATIONS

Country	Trade Mark/Trade Mark Application Number	Description	Date	Status
Australia	AU11825670	hyPHY word mark in class 9	14 February 2017	Registered
Australia	AU1835454	hyPHY logo mark in class 9	30 March 2017	Registered
Australia	AU1867200	4K RESCUE word mark in class 9	19 August 2017	Registered
WIPO	1370851	hyPHY in class 9	Madrid Protocol	Registered
China	CN820670	hyPHY in class 9	Based on Madrid	Registered
India	IN1085863201	hyPHY in class 9	Based on Madrid	Pending
Japan	JP1370851	hyPHY in class 9	Based on Madrid	Registered
Korea	KR11973330	hyPHY in class 9	Based on Madrid	Registered
Mexico	MX1906326	hyPHY in class 9	Based on Madrid	Registered
Russia	RU1370851	hyPHY in class 9	Based on Madrid	Registered
United States	US79218894	hyPHY in class 9	Based on Madrid	Registered

EXECUTED AS A DEED on the date first written above

EXECUTED BY ROCKOFF SECURITY PTY LTD)
in accordance with s127 Corporations Act)
by its authorised officer)

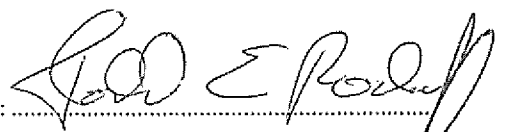

Todd Rockoff
Sole Director and Sole Secretary

EXECUTED by HYPHY USA INC. by its)
authorised officers in accordance with the)
law of the place of its incorporation)

By: 

ADAM COUGLE
Full Name

Position: COO

By: 

Todd E Rockoff
Full Name

Position: CEO