

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PHILLIP AITCHISON	01/24/2020
RECEIVING PARTY DATA		
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PROPERTY NUMBERS Total: 1		
	Property Type	Number
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DATE SIGNED:	02/06/2020	
Total Attachments: 2		
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506 2ND AVE, STE 3000
SEATTLE, WA 98104
(206) 217-2200

Attorney Docket Number: FRAN-2019004p

ASSIGNMENT

This Agreement is entered into between the following parties:

ASSIGNOR(S): Phillip AITCHISON of Sydney, AU

ASSIGNEE: IMAGINE INTELLIGENT MATERIALS LTD, a company with an address of PO Box 1140,
Menai, Sydney, New South Wales, AU 2234

For good and valuable consideration, the receipt of which is hereby acknowledged, **Assignor hereby sells, assigns, transfers, and conveys to Assignee** or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all items in the following categories (collectively, the "Patent Rights"):

1. the following patent applications, provisional patent applications, and patents (collectively, the "Patents"): PIEZOCAPACITIVE TEXTILE USING GRAPHENE, Application No. 16/494,209, naming as inventor Phillip AITCHISON of Sydney, AU [FRAN-2019004p]
2. the following additional patents and patent applications that have been or may be filed: 1) all patents and patent applications from which any of the Patents directly or indirectly claims priority; 2) all patents and patent applications for which any of the Patents directly or indirectly forms a basis for priority; and/or 3) all patents and patent applications that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents;
3. all applications derived from any item in any of categories (a)-(b), above, including, without limitation, provisional applications, non-provisional applications, divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, and extensions;
4. all foreign patents, patent applications, and counterparts relating to any item in any of categories (a)-(c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
5. all inventions, disclosures, and discoveries described in any item in any of categories (a)-(d), including, without limitation, the following: 1) all inventions, disclosures, and discoveries included in any claim (whether issued, rejected, withdrawn, cancelled, or the like) that is or was claimed therein; 2) all inventions, disclosures, and discoveries that are capable of being reduced to a claim in a reissue or reexamination proceeding brought thereon; and/or 3) all inventions, disclosures, and discoveries that could have been included in a claim therein;
6. all rights to apply in any or all countries for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type that are related to any item in any of categories (a)-(e), including, without limitation, rights to apply under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
7. all causes of action and other enforcement rights (whether known, unknown, currently pending, filed, or otherwise) under or on account of any item in any of categories (a)-(f), including, without limitation, causes of action and other enforcement rights for damages, injunctive relief, and any other remedies for past, current, and/or future infringement;
8. all rights to collect royalties and other payments under or on account of any item in any of

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- categories (a)-(g); and
9. all rights of priority arising under or on account of any item in any of categories (a)-(f).

Assignor represents, warrants and covenants as follows:

(1) Assignor has the full power and authority, and has obtained all required third party consents, approvals, and/or other authorizations, to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; (2) Assignor owns, and by this Agreement assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights; (3) Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction; and (4) the Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending, or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

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

At the reasonable request and expense of Assignee, Assignor will, without demanding any further consideration, do all things necessary, proper, or advisable to carry out in good faith the intent and purpose of this Assignment and to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights, such assistance to include without limitation: 1) executing, acknowledging, and recording specific assignments, oaths, declarations, powers of attorney, and other documents on a country-by-country basis; 2) executing all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, and extensions; and 3) communicating to Assignee all facts known to Assignor relating to the Patent Rights and the history thereof.

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



ASSIGNOR: Phillip AITCHISON

Date: 24th January 2020



Name:

Title: CEO

ASSIGNEE: IMAGINE INTELLIGENT MATERIALS LTD

Date: 24th January 2020