

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5977609

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the ASSIGNEE'S NAME FROM "ACCESS INNOVATION IP PTY LIMITED" TO "ACCESS INNOVATION IP PTY LIMITED (ACN 103 318 912)" previously recorded on Reel 051845 Frame 0535. Assignor(s) hereby confirms the ASSIGNMENT EFFECTIVE OCTOBER 24, 2019.
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ACCESS INNOVATION MEDIA PTY LIMITED	10/24/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ACCESS INNOVATION IP PTY LIMITED (ACN 103 318 912)
<b>Street Address:</b>	LEVEL 1, 103 MILLER STREET
<b>City:</b>	NORTH SYDNEY, NSW
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	2060
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	13388522
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(303)863-0223
<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>	303-863-9700
<b>Email:</b>	wwood@sheridanross.com
<b>Correspondent Name:</b>	SHERIDAN ROSS P.C.
<b>Address Line 1:</b>	1560 BROADWAY, SUITE 1200
<b>Address Line 4:</b>	DENVER, COLORADO 80202
<b>ATTORNEY DOCKET NUMBER:</b>	7974AIM-1-PUS
<b>NAME OF SUBMITTER:</b>	ERIC A. BOMKAMP
<b>SIGNATURE:</b>	/Eric A. Bomkamp/
<b>DATE SIGNED:</b>	02/24/2020
<b>Total Attachments: 13</b> source=Corrective Assignment#page1.tif source=Corrective Assignment#page2.tif source=Corrective Assignment#page3.tif	

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

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ACCESS INNOVATION MEDIA PTY LIMITED	10/24/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ACCESS INNOVATION IP PTY LIMITED
<b>Street Address:</b>	ACN 103 318 912 OF LEVEL 1
<b>Internal Address:</b>	103 MILLER STREET
<b>City:</b>	NORTH SYDNEY
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	NSW 2060
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13388522
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(303)863-0223
<b>Phone:</b>	3038639700
<b>Email:</b>	wwood@sheridanross.com
<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>Correspondent Name:</b>	SHERIDAN ROSS P.C.
<b>Address Line 1:</b>	1560 BROADWAY
<b>Address Line 2:</b>	SUITE 1200
<b>Address Line 4:</b>	DENVER, COLORADO 80202
<b>ATTORNEY DOCKET NUMBER:</b>	7974AIM-1-PUS
<b>NAME OF SUBMITTER:</b>	ERIC A. BOMKAMP
<b>Signature:</b>	/Eric A. Bomkamp/
<b>Date:</b>	02/18/2020
<b>Total Attachments: 11</b>	
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**RECEIPT INFORMATION****EPAS ID:** PAT5968050**Receipt Date:** 02/18/2020



SILBERSTEIN &  
ASSOCIATES

## Intellectual Property Assignment Deed

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ACCESS INNOVATION MEDIA PTY LIMITED  
ACN 105 924 490

- and -

ACCESS INNOVATION IP PTY LIMITED  
ACN 103 318 912

Level 36, Gateway Tower  
1 Macquarie Place  
Sydney NSW 2000

Telephone +612 8075 4699  
[www.silverstein.net.au](http://www.silverstein.net.au)

**THIS DEED** is made this

24<sup>th</sup> day of October 2019

**BETWEEN:** **ACCESS INNOVATION MEDIA PTY LIMITED**, ACN 105 924 490, of  
Level 1, 103 Miller Street, North Sydney, NSW 2060  
(Assignor)

**AND:** **ACCESS INNOVATION IP PTY LIMITED**, ACN 103 318 912 of Level  
1, 103 Miller Street, North Sydney NSW 2060  
(Assignee)

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## **Recitals**

- A. The Assignor wishes to assign, and the Assignee wishes to accept assignment of, all of the Assignor's right, title and interest in and to the Intellectual Property.
- B. The parties agree to the terms of this Deed, in consideration of, among other things, the mutual promises set out in this Deed.

**THE PARTIES AGREE** as follows:

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Deed:

- (a) **Confidential Information** means in relation to a party, information that is by its nature confidential, is designated by that party as confidential, or the other party knows or ought reasonably to know is confidential, and includes any information relating to know-how, the financial affairs, assets or liability of a party, or any information relating to the internal management of a party, its personnel, policies, plans, strategies, customers, suppliers, products or services. Confidential Information does not include information or material which:
  - (i) is or becomes generally known to the public other than through a breach of this Deed;
  - (ii) at the time it was first disclosed to a party, was already in that party's lawful possession (unless it was in that party's possession by virtue of that party being a Related Body Corporate or other related entity to the Assignee);
  - (iii) is developed independently by a party; or

- (iv) is disclosed to a party by a third party entitled to disclose it.
- (b) **Deed** means this deed, including the recitals, schedules and annexures.
- (c) **Effective Date** means 1 July 2018.
- (d) **Intellectual Property** means all existing and future intellectual or industrial property rights, in all jurisdictions and of whatever nature (whether or not registered or registrable), owned by the Assignor including, but not limited to:
  - (i) inventions, discoveries and chance discoveries (whether or not patentable or reduced to practice), improvements thereto, and invention disclosures;
  - (ii) patents and patent applications including those listed in Table 2 of Schedule 1 (including applications or registrations for industrial design and statutory invention registrations), together with extensions, reissuances, divisionals, provisionals, continuations, continuations-in-part and re-examinations thereof;
  - (iii) trade marks, trade mark applications and registrations, service marks, brand names, business names, designs, certification marks, trade dress, slogans, symbols, logos, trade names and corporate names, together with the goodwill associated therewith, domain names and social media accounts (in each case, whether registered or unregistered) including, but not limited to, all rights in websites and to the pending and registered trade marks including those listed in Table 1 of Schedule 1;
  - (iv) copyrights, published and unpublished works of authorship, whether registrable or not, rights in relation to authors' moral rights and rights equivalent thereto, including the rights of attribution, rights against false attribution and right of integrity (whether registered or unregistered) including, but not limited to, all rights in the software, source code, object code, program code, computer algorithms, models and samples (in whatever form or format) and all rights in the webpages and documents viewed at the websites listed in Schedule 1 and their respective host domains;
  - (v) all intellectual property rights in any Confidential Information, and in any trade secrets and confidential business information including, but not limited to, confidential ideas, technical data, customer lists, pricing and cost information, marketing plans, manufacturing processes;
  - (vi) and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967 as amended from time to time; and
  - (vii) for the avoidance of any doubt, Intellectual Property includes, in relation to the Assignor, all current and future: research and development in connection with any product or service; any and all documents and files in connection with any product or service (whether in electronic or other

form), any reports specifying assumptions, findings, results, conclusions and recommendations in connection with any product or service and any data, source code, object code, program code, computer algorithms, models and samples (in whatever form or format) in connection with any product or service whenever and howsoever arising; and

- (viii) all renewals and extensions of those rights listed in this clause 1.1(d) (where applicable).
- (e) **Related Body Corporate** is as defined in section 9 of the Corporations Act 2001 (Cth).
- (f) **related entity** is as defined in section 9 of the Corporations Act 2001 (Cth).

## 1.2 Interpretation

- (a) In this Deed:
  - (i) a reference to a document is a reference to that document as modified or replaced from time to time;
  - (ii) a reference to a person includes a reference to an individual, a corporation, body corporate, association, partnership or other entity having legal personality;
  - (iii) a reference to a person includes a reference to that person's legal personal representatives, successors and permitted assigns;
  - (iv) a reference to the singular includes the plural and vice versa (unless the context otherwise requires);
  - (v) a reference to a recital, clause, schedule or paragraph, unless the context otherwise requires, is a reference to a recital, clause of or schedule to this Deed or paragraph of a schedule;
  - (vi) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
  - (vii) where a list of items is concluded by a general word or phrase, that general word or phrase is not to be read as being limited to items similar to those in the list;
  - (viii) where one or more examples are given of items covered by a general word or phrase, that is not to be read as limiting the meaning of that general word or phrase to those examples or similar items;
  - (ix) the word "including" is to be read as if the words "but not limited to" were inserted immediately after it;



(x) a reference to a group of persons or things includes any two or more of them jointly and each of them individually; and

(b) The headings in this Deed do not affect its interpretation.

## **2. ASSIGNMENT**

### **2.1 Assignment of all Intellectual Property**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor absolutely and irrevocably assigns to the Assignee:

- (a) its entire right, title and interest throughout the world in and to the Intellectual Property; and
- (b) any and all common law and statutory rights and remedies in relation to the Intellectual Property available to the Assignor at the Effective Date, including the right to claim priority; and
- (c) the right to all claims and causes of action against any person to recover past, present and future damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from past, present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Intellectual Property.

### **2.2 Further Assurances**

The Assignor agrees to execute all documents and do all acts as may be reasonably necessary to:

- (a) vest complete right, title and interest in and to the Intellectual Property in the Assignee;
- (b) enable the Assignee to apply for and obtain registration as the registered proprietor of any registrable Intellectual Property; and
- (c) execute such documents and perform such other acts as the Assignee may reasonably request for obtaining, evidencing, sustaining and enforcing proprietary rights in and to the Intellectual Property.

## **3. LIABILITY AND INDEMNITY**

- 3.1 The Assignor indemnifies the Assignee and its employees, officers, agents and contractors (collectively "those Indemnified") from and against all losses, damages, liability, costs and expenses (including legal expenses on a full indemnity basis) sustained or incurred by those indemnified and which arise out of or in connection with any demand, allegation, claim or action that the Intellectual Property assigned under

this Deed or their use, infringe the rights (including any Intellectual Property) of any person.

- 3.2 To the extent permitted by law, in no event shall a party be liable to any other party for any loss or profits or revenue, or for any indirect, incidental, special, punitive, or consequential damages suffered or incurred by that other party, however arising.

#### **4. CONFIDENTIALITY**

- 4.1 The parties acknowledge that the Confidential Information of the other is valuable to it.
- 4.2 Each party must keep the Confidential Information of the other secret and confidential.
- 4.3 A recipient of Confidential Information may only use the Confidential Information of the discloser for the purposes of performing the recipient's obligations or exercising the recipient's rights under this Deed.
- 4.4 A recipient must:
- (a) not disclose the Confidential Information of the other to any person except if this Deed permits;
  - (b) not assist or permit any person to make any unauthorised use of the discloser's Confidential Information;
  - (c) take reasonable steps to safeguard the Confidential Information, including co-operating with the discloser as reasonably required to protect the confidentiality of its Confidential Information.
- 4.5 A recipient may disclose Confidential Information to:
- (a) its employees, officers, agents and contractors on a "need to know basis"; or
  - (b) any other person only with the discloser's prior written consent.

Before doing so, the recipient must ensure that those persons are aware of the confidential nature of the Confidential Information and are bound by confidentiality obligations no less onerous than the confidentiality obligations contained in this Deed.

#### **5. GENERAL**

##### **5.1 Costs and Stamp Duty**

- (a) Except where this Deed provides otherwise, each party must pay its own costs relating to the negotiation, preparation, execution and performance by it of this Deed and of each document referred to in it.
- (b) The Assignee must pay any and all stamp duty payable on or in respect of this Deed or the transactions contemplated herein.

## **5.2 Entire Deed**

- (a) This Deed constitutes the entire agreement, and supersedes any previous agreements, between the parties relating to the subject matter of this Deed.
- (b) There is no other agreement, understanding, warranty or representation, whether oral or written, binding the parties concerning any aspect of this Deed.

## **5.3 Amending this Deed**

An amendment or change to this Deed is only effective once it is:

- (a) made in writing; and
- (b) executed by all parties.

## **5.4 Each party must do whatever is necessary**

- (a) Each party must do whatever is necessary to give full effect to this Deed, both before and after it is executed. This may include executing a document or carrying out an act.
- (b) If a party does not do whatever is necessary to give full effect to this Deed after receiving a written request from the other party to do so, the withholding party irrevocably appoints the requesting party as its attorney and in its name to do all things necessary (including executing documents or carrying out an act) to give effect to this Deed.

## **5.5 No waiver**

- (a) A party may exercise its rights at any time and does not waive those rights even if that party:
  - (i) previously waived a breach or default of all or part of the same or other provision of this Deed; or
  - (ii) delayed or omitted to exercise its rights under this Deed.
- (b) A waiver is only effective:
  - (i) if it is signed by the party granting the waiver; and
  - (ii) to the extent set out in the waiver.

## **5.6 Counterparts**

This Deed may be executed and delivered in any number of counterparts, each of which is an original and all of which together constitute the same deed.





**5.7 Prohibition and severance**

- (a) Any provision of this Deed which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) If a provision of this Deed is illegal, void or unenforceable in any jurisdiction, that fact does not affect the legality, validity or enforceability of:
  - (i) the remaining provisions in that or any other jurisdiction; or
  - (ii) that provision in any other jurisdiction.
- (c) Any provision of this Deed that is illegal, void or unenforceable may be severed from this Deed and the remaining provisions continue in force unless this would materially change the intended effect of this Deed in which case the parties will negotiate in good faith to agree to replacement or additional amendments to this deed which are reasonably necessary to maintain its intended effect.

**5.8 Governing Law**

This Deed is governed by the laws of New South Wales, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, and courts with jurisdiction to hear appeals from those courts.

**SCHEDULE 1:****Table 1: Trade Marks**

<b>Jurisdiction</b>	<b>Number</b>	<b>Representation</b>	<b>Status</b>
AU	1505599		Lapsed.
AU	1316670		Lapsed.
AU	1573083	Visible Classroom (word)	Granted.
AU	1292185		Granted.
AU	1316672	Ai-Flo (word)	Granted
AU	1316675	Ai-Live (word)	Granted.
AU	1292184	Ai-Media (word)	Granted
AU	1392754	Ai-Skills (word)	Granted
AU	1316673	Ai-Stream (word)	Granted
AU	1630984		Granted.
WO	1297396		Granted.
EU	1297396		Granted.
US	79186674		Granted.

**Table 2: Patents**

<b>Jurisdiction</b>	<b>Number</b>	<b>Representation</b>	<b>Status</b>
AU	2010281297	N/A	Granted.
AU	2015252037	N/A	Granted.
CA	2770361	N/A	Granted.
EP	10805892.6	N/A	Abandoned.
SG	201200569-0	N/A	Granted.
US	13/388522	N/A	Granted.

**DOMAINS**

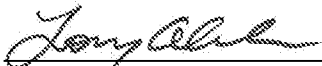
[www.ai-media.tv](http://www.ai-media.tv)

[www.visibleclassroom.com](http://www.visibleclassroom.com)

<https://blog.ai-media.tv/blog>

**EXECUTED** by the parties as a deed

**Executed by ACCESS INNOVATION  
MEDIA PTY LIMITED, ACN 105 924 490**  
in accordance with section 127 of the  
Corporations Act 2001 (Cth):



Signature of director

**Anthony David Ross Abrahams**

Full name of director

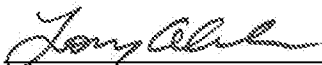


Signature of ~~Director~~/ Company Secretary

**Suzanne Lisa Sanossian**

Full name of ~~Director~~/ Company Secretary

**Executed by ACCESS INNOVATION IP  
PTY LIMITED ACN 103 318 912** in  
accordance with section 127 of the  
Corporations Act 2001 (Cth):



Signature of director

**Anthony David Ross Abrahams**

Full name of director



Signature of ~~Director~~/ Company Secretary

**Suzanne Lisa Sanossian**

Full name of ~~Director~~/ Company Secretary