

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6017687

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CURTIN UNIVERSITY OF TECHNOLOGY	02/17/2020
RECEIVING PARTY DATA	
Name:	CERAMIC MEMBRANE TECHNOLOGY PTY LTD
Street Address:	19 GLENGARRY ST
City:	PARKWOOD, WESTERN AUSTRALIA
State/Country:	AUSTRALIA
Postal Code:	6147
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9999860
CORRESPONDENCE DATA	
Fax Number:	(312)321-4299
<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:	(312) 321-4200
Email:	amanolas@brinksgilson.com
Correspondent Name:	BRINKS GILSON & LIONE
Address Line 1:	PO BOX 10395
Address Line 4:	CHICAGO, ILLINOIS 60610
ATTORNEY DOCKET NUMBER:	15393-4
NAME OF SUBMITTER:	JOHN C. FREEMAN
SIGNATURE:	/John C. Freeman/
DATE SIGNED:	03/17/2020
Total Attachments: 8	
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IP Assignment Deed

BETWEEN

**CURTIN UNIVERSITY OF TECHNOLOGY
(now known as CURTIN UNIVERSITY)**

AND

CERAMIC MEMBRANE TECHNOLOGY PTY LTD

This deed is made on the 14/February day of 2020

Parties:

This Deed is made between:

CURTIN UNIVERSITY OF TECHNOLOGY (ABN 99 143 842 569) (now known as CURTIN UNIVERSITY) a body corporate established by the *Curtin University Act (Western Australia) 1966* of Kent Street, Bentley, Western Australia 6102 Australia ("Curtin")

- and -

CERAMIC MEMBRANE TECHNOLOGY PTY LTD (ABN 35 632 789 845) of 19 Glengarry St, Parkwood, Western Australia 6147 Australia ("CMT")

Recitals:

- (a) Curtin owns granted patents and patent applications in respect of the Assignment IP.
- (b) CMT has agreed to pay the Payment to Curtin.
- (c) Curtin has agreed to assign all its right, title and interest in the Assignment IP to CMT, as described in and subject to the provisions of this Deed.

The parties agree and acknowledge the following:

1. DEFINITIONS

The following definitions apply to this Deed, unless the context otherwise requires:

1.1. "Assignment IP" means:

- 1.1.1. Intellectual Property that is granted and may be granted pursuant to the list outlined in Annexure A;
- 1.1.2. Intellectual Property that may derive priority from or have equivalent claims to the Intellectual Property described in clause 1.1.1, in any jurisdiction; and
- 1.1.3. all rights of action, powers and benefits arising from ownership of the Intellectual Property described in clauses 1.1.1 and 1.1.2, including the right to sue for damages and other legal and equitable remedies in respect to all causes of action arising prior to, on or after the Effective Date.

1.2. "Commercialise" in relation to Assignment IP means to:

- 1.2.1. use, make, manufacture, have made or manufactured, sell, advertise, promote, distribute, hire or otherwise dispose of a

- product derived from the Assignment IP or to make an arrangement or agreement with another person to do so;
- 1.2.2. in relation to a method or process, to use the method or process or do any act referred to in clause 1.2.1 in respect of a product resulting from such use; or
 - 1.2.3. permit or license any person to do any of the foregoing.
- 1.3. "Deed" means this deed.
 - 1.4. "Intellectual Property" means the results of creative effort protected by law, including rights relating to: (a) inventions (including patent rights); (b) information which is of a kind and which has been communicated in such a way as to give rise to a duty of confidentiality; (c) information which is subject to an employee's duty of fidelity to his or her employer; (d) trade secrets; (e) copyright; (f) trademarks, whether registered or unregistered; (g) registered designs and designs capable of being registered; (h) plant varieties and the rights of breeders of such varieties; and (i) circuit layouts, and other rights resulting from intellectual activity in the industrial, commercial, scientific, literary and artistic fields.
 - 1.5. "Non-Commercial Research" means research undertaken solely for academic interest and which is not funded by any commercial entity in whole or part on the basis that the commercial entity or any third party is entitled to an assignment, licence, option or right of first refusal or negotiation in respect of the Assignment IP or any improvement or development of the Assignment IP.
 - 1.6. "Original Deed" means the deed between the Parties titled "IP Assignment Deed Template" dated on or about 19 June 2019.
 - 1.7. "Party" means a party to this Deed.
 - 1.8. "Payment" means the payment described in Clause 6.

2. INTERPRETATION

The following rules apply in interpreting this Deed, except where the context makes it clear that a rule is not intended to apply:

- 2.1. Headings are for convenience only and do not affect interpretation.
- 2.2. A singular word includes the plural, and vice versa.
- 2.3. Words denoting any gender include every other gender.
- 2.4. The fact that a Party prepared this Deed will not be taken into account as a basis for interpreting this Deed, or any provision of it, adversely to that Party's interest.
- 2.5. A reference to anything (including a right, obligation or concept) includes each part of it.
- 2.6. A reference to a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, authority, trust, State or Government and vice versa and any executor, administrator or successor in law of the person.

- 2.7. If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- 2.8. This Deed supersedes and replaces any and all provisions of the Original Deed.
- 2.9. The Parties agree that this Deed takes effect on and from 19 June 2019 ("Effective Date").

3. ASSIGNMENT

Upon receipt of the Consideration, Curtin assigns to CMT all of its right, title and interest in the Assignment IP.

4. PATENTS

From the Effective Date CMT will be solely responsible for filing, prosecuting and maintaining any statutory protection for the Assignment IP in any jurisdiction, and for paying any filing, prosecution and maintenance fees in respect of that statutory protection.

5. LICENCE

From the Effective Date, CMT grants to Curtin a perpetual, royalty-free, worldwide licence to use the Assignment IP for its Non-Commercial Research and teaching purposes.

6. PAYMENT

CMT paid Curtin the sum of AUD\$40,000 (exclusive of GST) within 30 days of execution of the Original Deed ("*Consideration*").

7. WARRANTIES AND INDEMNITY

- 7.1. CMT makes no representation or warranty that the Assignment IP will be developed or Commercialised, as to the terms on which any development or Commercialisation will occur, or that statutory protection for Assignment IP will be sought or retained in any jurisdiction.
- 7.2. Curtin warrants to CMT that, to the best of Curtin's knowledge and belief at the Effective Date that:
 - 7.2.1. Curtin is the owner of the Assignment IP;
 - 7.2.2. Curtin is legally entitled to assign the Assignment IP; and
 - 7.2.3. except to the extent of contractual requirements upon Curtin to share revenue it earns from the Assignment IP with third parties, the Assignment IP is free from encumbrances.
- 7.3. Curtin warrants that it has not entered into any agreement with any person that is inconsistent with the assignment in clause 3.

- 7.4. To the fullest extent permitted by law and/or equity, Curtin gives no warranty and makes no representation:
- 7.4.1. that a patent will be granted in respect of patent application insert patent number and title
 - 7.4.2. as to merchantability, fitness for purpose or safety in respect of the Assignment IP or anything made or used as part of Commercialisation;
 - 7.4.3. as to the capacity of the Assignment IP to be successfully Commercialised; and
 - 7.4.4. (subject to clause 7.2) that the Assignment IP does not infringe any patent or other proprietary right or that Commercialisation of Assignment IP will not infringe any patent or other proprietary right.
- 7.5. CMT confirms that it has not relied on any representations of any kind whatsoever about the Assignment IP including (without limitation) as to the quality of the Assignment IP and that (subject to clause 7.2) the Assignment IP is free from any claims of any nature.
- 7.6. In no event will Curtin be liable for an incidental, special or consequential loss or damage incurred by another Party as a result of it using or Commercialising the Assignment IP.
- 7.7. CMT indemnifies Curtin and its employees against any and all claims, suits, losses, damage, costs, fees and expenses resulting from or arising out of Commercialisation of Assignment IP except to the extent that such claims, suits, losses, damage, costs, fees and expenses are a result of any breach of this Deed by Curtin (including a breach of a warranty contained in this clause 7). This indemnity will include but will not be limited to any product liability.


8. GENERAL

- 8.1. If any part of this Deed is or becomes void, voidable or otherwise invalid or unenforceable, whether due to the provisions of any statute or otherwise, that part:
- 8.1.1. will be read down if possible, so as to be valid and enforceable; or
 - 8.1.2. will be severed from this Deed to the extent that all parts of this Deed that are not or do not become void, voidable, or otherwise invalid or unenforceable will remain in full force and effect and be unaffected by such severance.
- This clause will have no effect if reading down or severance would materially alter the intended operation of the agreement.
- 8.2. This Deed is governed by the law in force in Western Australia, and any disputes will be subject to the exclusive jurisdiction of the Courts of Western Australia, or the Federal Court of Australia (WA District Registry).
- 8.3. If the Parties want to amend, supplement, replace or novate this Deed, they can do so only by another deed signed by the Parties.

- 8.4. Curtin will execute all documents and give such reasonable assistance as is required by another Party to give effect to this Deed.
- 8.5. This Deed is governed by the laws of Western Australia, and the parties submit to the non-exclusive jurisdiction of the Courts of that State.

EXECUTED as a Deed:

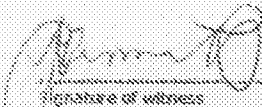
EXECUTED for and on behalf of
CURTIN UNIVERSITY OF
TECHNOLOGY (now known as
CURTIN UNIVERSITY) by:



 Signature

PROFESSOR CHRIS MORAN
 Deputy Vice-Chancellor, Research
 Curtin University

 Print Name



 Signature of witness

JO CLEMENTS - Executive Assistant
 Deputy Vice-Chancellor, Research
 Curtin University


 Print name of witness

Print Title

Date:

17/02/2020

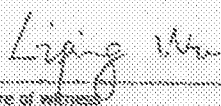
EXECUTED for and on behalf of
CERAMIC MEMBRANE TECHNOLOGIES
PTY LTD by:



 Signature

Xin Shao

 Print Name



 Signature of witness

LIPING WU

 Print name of witness

Print Title

Date:

Dr Director

14/2/2020

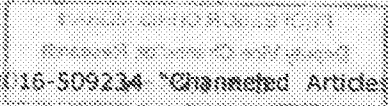
ANNEXURE A

Patent List

Australian Patent Number AU2014256845 "Channeled Articles and Methods for Their Manufacture"

Chinese Patent Number ZL201480020542.6 "Channeled Articles and Methods for Their Manufacture"

Japanese Patent Application Number JP2016-509234 "Channeled Articles and Methods for Their Manufacture"



South Korean Patent Application Number KR10-2015-7033022 "Channeled Articles and Methods for Their Manufacture"

German Patent Number 2988854 "Channeled Articles and Methods for Their Manufacture"

French Patent Number 2988854 "Channeled Articles and Methods for Their Manufacture"

United Kingdom Patent Number 2988854 "Channeled Articles and Methods for Their Manufacture"

United States Patent Number US9,999,860 "Channeled Articles and Methods for their Manufacture"